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January 4, 2001

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VIA OVERNIGHT DELIVERY

Florida Public Service Commission Divisions of Records and Reporting 2540 Shumard Oak Boulevard Tallahassee, Florida 32399-0850

Re: <u>Dynamic Telcom Engineering I, LLC Name Change</u>

To Whom It May Concern:

This letter is to advise the Florida Public Service Commission that Dynamic Telcom Engineering I, LLC, certificated by the Commission in Docket No. 001511-TX to provide local exchange telecommunications in the State of Florida, has recently changed its name to LightSource Telecom I, LLC ("LightSource"). LightSource will operate under this name throughout the State of Florida. Accordingly, LightSource has enclosed documentation related to its name change including its authorization to do business in Florida, revised company tariffs and labels reflecting the name change for its tariffs currently on file with the Commission.

Please date stamp the extra copy of this filing and return it in the self-addressed envelope provided. If you have any questions, please do not hesitate to contact me at 202-371-7392.

Respectfully Submitted,

John Beahr

Counsel to LightSource Telecom I, LLC

cc: Nancy Pruitt

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DOCUMENT NUMBER - DATE

00240 JAN-55

FPSC-RECORDS REFORTING



November 8, 2000

CT CORPORATION SYSTEM CAROL CLARK

Re: Document Number M0000001983

The Amendment to the Application of a Foreign Limited Liability Company for DYNAMIC TELCOM ENGINEERING I, L.L.C. which changed its name to LIGHTSOURCE TELECOM I, LLC, an Ohio limited liability company authorized to transact business in Florida, was filed on November 8, 2000.

Should you have any questions regarding this matter, please telephone (850) 487-6051, the Registration Section.

Letter Number: 700A00057913

Trevor Brumbley
Document Specialist
Division of Corporation

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY TO FILE AMENDMENT TO APPLICATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

SECTION I (1-3 must be completed)

1.	Name of limited liability company as it appears on the records of the Florida Department State: Dynamic Telcom Engineering I, L.L.C.	of	
2.	Jurisdiction of its organization: Ohio		
3.	Date authorized to do business in Florida: September 26, 2000	•	
	SECTION II (4-7 complete only the applicable changes)		
	If the amendment changes the name of the limited liability company, when was the change effected under the laws of its jurisdiction of organization? 10/27/00		
5.	New name of the limited liability company: LightSource Telecom I, LLC		•
6.	If the amendment changes the period of duration, indicate new period of duration: N/A	•	
7.	If the amendment changes the jurisdiction of organization, indicate new jurisdiction:	- SECE	ŀ
8.	If the amendment corrects any false statement, indicate the statement being corrected and the correction: N/A	SECRETARY PI	APPKO AND FILEI
9.	Attached is an original certificate, no more than 90 days old, evidencing the aforement amendment(s), duly authenticated by the official having custody of records jurisdiction under the law of which this entity is organized. Signature of a member or the authorized representative of a member	near the 2	D VEI
	Ira C. Kaplan, Assistant Secretary of Dynamic Telcom	Engi	neering,

Filing Fee: \$25.00

Typed or printed name of signee

Inc., Manager

. FL007 - 1/21/2000 C T System Online

UNITED STATES OF AMERICA, STATE OF OHIO, OFFICE OF THE SECRETARY OF STATE.

I, J. Kenneth Blackwell, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign corporations; that said records show a Certificate of AMENDMENT to Articles of Organization for DYNAMIC TELCOM ENGINEERING I, L.L.C., an Ohio Limited Liability Company, Registration No. 1178957, changing the corporate title to: LIGHTSOURCE TELECOM I, LLC, filed in this office on October 27, 2000, recorded on DIN 200030101634 of the Records of Incorporation. Said Limited Liability Company, LIGHTSOURCE TELECOM I, LLC, an Ohio Limited Liability Company, Registration No. 1178957, was organized within the State of Ohio on September 5, 2000, and is currently in FULL FORCE AND EFFECT upon the records of this office.



WITNESS my hand and official seal at

Columbus, Ohio on

November 3, 2000

J. Kenneth Blackwell
Secretary of State

euneth Blackwell

00 NOV -8 PM 12: 1,2
SECRETARY OF STATE
TALLAHASSEE FLORTOA

AND FILED

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

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CHECK SHEET

Sheets of this price list are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original price list and are currently in effect as of the date on the bottom of this page.

<u>Page</u>	Revision	<u>Page</u>	Revision	<u>Page</u>	Revision	<u>Page</u>	Revision
1	Original	35	Original	69	Original	103	Original
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6	Original	40	Original	74	Original	108	Original
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10	Original	44	Original	78	Original	112	Original
11	Original	45	Original	79	Original	113	Original
12	Original	46	Original	80	Original	114	Original
13	Original	47	Original	81	Original	115	Original
14	Original	48	Original	82	Original	116	Original
15	Original	49	Original	83	Original	117	Original
16	Original	50	Original	84	Original	118	Original
17	Original	51	Original	85	Original	119	Original
18	Original	52	Original	86	Original	120	Original
19	Original	53	Original	87	Original	121	Original
20	Original	54	Original	88	Original	122	Original
21	Original	55	Original	89	Original	123	Original
22	Original	56	Original	90	Original	124	Original
23	Original	57	Original	91	Original	125	Original
24	Original	58	Original	92	Original	126	Original
25	Original	59	Original	93	Original	127	Original
26	Original	60	Original	94	Original	128	Original
27	Original	61	Original	95	Original	129	Original
28	Original	62	Original	96	Original	130	Original
29	Original	63	Original	97	Original	131	Original
30	Original	64	Original	98	Original	132	Original
31	Original	65	Original	99	Original	133	Original
32	Original	66	Original	100	Original	136	Original
33	Original	67	Original	101	Original	137	Original
34	Original	68	Original	102	Original	138	Original

EXPLANATION OF SYMBOLS

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

- D Discontinued material.
- I An increased rate.
- M Move in the location of text.
- N New.
- Reduced rate.
 - T A change in text or regulation but no change in rate or charge.

APPLICATION OF PRICE LIST

This price list sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user communications services by Dynamic Telcom Engineering I. L.L.C., hereinafter referred to as the Company, to Customers within Florida.

SECTION 1.0 - DEFINITIONS

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

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

<u>Billable Network Wiring</u>: Work performed on a Customer's premises by a Company employee or representative at the Customer's request and not covered by other charges. Any work required to establish or reestablish network access to the Company-provided network interface is excluded.

<u>Changes in Service</u>: Includes changes in service or equipment subsequent to the establishment of such service or equipment, and rearrangements of network wiring (including house cable) which do not involve moves.

Commission: Refers to the Florida Public Service Commission.

Company: Refers to Dynamic Telcom Engineering I, L.L.C. the issues of this price list.

<u>Complex Service</u>: Includes all other exchange service and their associated facilities and equipment excluded from simple service.

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

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

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

<u>Deposit:</u> Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

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

SECTION 1.0 - DEFINITIONS, (CONT'D.)

<u>Duplex Service</u>: Service which provides for simultaneous transmission in both directions.

<u>End Office</u>: With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this price list shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide "ALERG", issued by Bellcore.

<u>Establishment of Service</u>: The initial establishment of service or equipment for a Customer, and transfers of service and equipment from one premises to another on non-continuous property subsequent to the establishment of such service or equipment for a Customer.

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

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

<u>Hunting</u>: Routes a call to an idle station line in a prearranged group when the called station line is busy.

<u>Inbound-Only</u>: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

Interexchange Carrier (or "IXC"): A long distance telecommunications services provider.

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

<u>LATA</u>: 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.

Mbps: Megabits, denotes millions of bits per second.

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

SECTION 1.0 - DEFINITIONS, (CONT'D.)

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

<u>Moves of Service</u>: Includes relocations of service or equipment on the same continuous property subsequent to the establishment of such service or equipment for a Customer

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

<u>Network Wiring</u>: Network wiring work includes travel, preparation, wiring on the network side of the network interface.

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

<u>NPA</u>: Numbering plan area or area code.

Other Company: An Exchange Company, other than the Company.

PBX: Private Branch Exchange

<u>Point of Minimum Penetration (or "POMP")</u>: First point on a Customer's premises that the network facilities wiring is accessible.

Point of Presence "POP": Point of Presence

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

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

SECTION 1.0 - DEFINITIONS, (CONT'D.)

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

<u>Shared</u>: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

<u>Simple Service</u>: Simple residence and semi-public exchange service includes network exchange access lines and their associated facilities and equipment which met all of the following conditions: the network access lines are served from their normal serving central office; all terminations of the network access lines are confined to a single continuous property; Customer premises equipment connected to such network access lines is limited to non-key s with associated miscellaneous or supplemental equipment. Where more than one exchange service is billed on a single account, the multi-line account is considered simple only when all the network access lines meet the criteria as outlined in 1 through 3 preceding.

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

<u>Usage Based Charges</u>: Charges for minutes or messages traversing over local exchange facilities.

<u>User or End User</u>: A Customer, or any other person authorized by a Customer to use service provided under this price list.

SECTION 2.0 - REGULATIONS

2.1 <u>Undertaking of the Company</u>

2.1.1 <u>Scope</u>

The Company undertakes to furnish communications service pursuant to the terms of this price list in connection with one-way and/or two-way information transmission between points within Florida.

Customers and Users may use services and facilities provided under this price list to obtain access to services offered by other service providers. The Compañy is responsible under this price list only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Quality of Service Statement

- 1. Minimum Call Completion Rate -
- 2. Repair Time Rate -
- 3. Installation Time -

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2.1 <u>Undertaking of the Company</u>, (Cont'd.)

2.1.3 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this price list is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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

2.1.4 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 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 rafes 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. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve 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. In any action between the parties to enforce any provision of this price list, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

- 2.1 <u>Undertaking of the Company</u>, (Cont'd.)
 - 2.1.4 Terms and Conditions, (cont'd.)
 - E. Service may be terminated upon written notice to the Customer if:
 - 1. the Customer is using the service in violation of this price list; 64
 - 2. the Customer is using the service in violation of the law.
 - F. This price list shall be interpreted and governed by the laws of the State of Florida regardless of its choice of laws provision.
 - G. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

Effective: , 2000

2.1 <u>Undertaking of the Company</u>, (Cont'd.)

2.1.5 Liability of the Company

- A. The liability of the Company for damages arising out of 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 arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

- 2.1 <u>Undertaking of the Company</u>, (Cont'd.)
 - 2.1.5 <u>Liability of the Company</u>, (cont'd.)
 - C. The Company shall not be hable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
 - D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
 - E. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4(E) as a condition precedent to such installations.

2.1 <u>Undertaking of the Company</u>, (Cont'd.)

2.1.5 <u>Liability of the Company</u>, (cont'd.)

- F. The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- G. The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- H. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- I. 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.

2.1 <u>Undertaking of the Company</u>, (Cont'd.)

2.1.6 <u>Notification of Service-Affecting Activities</u>

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 Undertaking of the Company, (Cont'd.)

2.1.7 Provision of Equipment and Facilities

- 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 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.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.

- 2.1 <u>Undertaking of the Company</u>, (Cont'd.)
 - 2.1.7 Provision of Equipment and Facilities, (cont'd.)
 - E. 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.
 - F. 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; or
 - 2. the reception of signals by Customer-provided equipment.

2.1 <u>Undertaking of the Company</u>, (Cont'd.)

2.1.8 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.

2.1.9 Special Construction

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

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

2.1 <u>Undertaking of the Company</u>, (Cont'd.)

2.1.10 Ownership of Facilities

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

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Florida Public Service Commission regulations, policies, orders, and decisions.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.4 A Customer, User, or other 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.

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this price list;
- B. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

2.3 Obligations of the Customer, (Cont'd.)

2.3.1 General, (cont'd.)

- D. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
- E. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- F. not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- 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.

2.3 Obligations of the Customer, (Cont'd.)

2.3.2 Claims

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

- A. any loss, destruction or damage to the property of the Company or any-third party, or death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- B. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

2.4 <u>Customer Equipment and Channels</u>

2.4.1 General

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

2.4 <u>Customer Equipment and Channels</u>, (Cont'd.)

2.4.2 <u>Station Equipment</u>

- A. Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the price lists of the other communications carriers that are applicable to such connections.
- C. Facilities furnished under this price list may be connected to Customer-provided terminal equipment in accordance with the provisions of this price list. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.

2.4 <u>Customer Equipment and Channels, (Cont'd.)</u>

2.4.3 <u>Interconnection of Facilities</u>, (cont'd.)

D. Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this price list only to the extent that the user is an is "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

2.4.4 Inspections

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

2.5 <u>Payment Arrangements</u>

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

2.5 <u>Payment Arrangements</u>, (Cont'd.)

2.5.2 <u>Billing and Collection of Charges</u>

- A. Non-recurring charges are due and payable from the Customer within 30 days after the invoice date, unless otherwise agreed to in advance.
- B. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice date. When billing is based on Customer usage, charges will be billed monthly for the preceding billing periods.
- 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 30 days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this price list or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. A Late Payment Charge applies to any unpaid balance carried forward from a monthly bill to the next month's bill, including all long distance charges billed by the Company for its interexchange service. The Customers bill will be considered to be mailed within seven (7) days of the billing cycle and will be considered past due if payment is not received within twenty-four days.
- F. The Customer will be assessed a charge of twenty dollars (\$20.00) for each check submitted by the Customer to the Company that a financial institution refused to honor.

2.5 Payment Arrangements (Cont'd.)

2.5.2 <u>Billing and Collection of Charges</u>, (cont'd.)

- G. Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.
- H. If service is disconnected by the Company in accordance with section 2.5.5 following and later restored, restoration of service will be subject to all applicable installation charges

2.5.3 Advance Payments

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

2.5 <u>Payment Arrangements</u>, (Cont'd.)

2.5.4 Deposits

- A. To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. 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:
 - 1. two months' charges for a service or facility that has a minimum payment period of one month; or
 - 2. the charges that would apply for the minimum payment period for a service or facility that has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- B. A deposit may be required in addition to an advance payment.
- C. When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.
- D. Deposits held will accrue interest at a rate determined by the Commission with deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

2.5 <u>Payment Arrangements</u>, (Cont'd.)

2.5.5 Discontinuance of Service

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving ten (10) days written notice to the Customer, discontinue or suspend service without incurring any hability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E. Upon any governmental prohibition or 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.
- F. In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and or seek legal recourse to recover all costs involved in enforcement of this provision.

- 2.5 <u>Payment Arrangements</u>, (Cont'd.)
 - 2.5.5 <u>Discontinuance of Service</u>, (cont'd.)
 - G. Upon the Company's discontinuance of service to the Customer under Section 2.5.5.(A) or 2.5.5.(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 that 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).
 - H. Upon non-payment for any amounts owned to the Company for intrastate toll charges, the Company reserves the right to discontinue the provision of local service without incurring an liability.

2.5 <u>Payment Arrangements</u>, (Cont'd.)

2.5.6 Cancellation of Application for Service

- A. Applications for service cannot be canceled without the Company's agreement. Where the Company permits a 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 incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- 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 by the Company, less net salvage, applies. 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 2.5.6.(A) through 2.5.6.(C) will be calculated and applied on a case-by-case basis.

2.5 Payment Arrangements, (Cont'd.)

2.5.7 Changes in Service Requested

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

2.6 Allowances for Interruptions in Service

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this price list by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 <u>Credit for Interruptions</u>

- A. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this price list. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- B. For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only 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.

- 2.6 <u>Allowances for Interruptions in Service</u>, (Cont'd.)
 - 2.6.1 <u>Credit for Interruptions</u>, (cont'd.)
 - C. A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less --

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

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

- 2.6 <u>Allowances for Interruptions in Service</u>, (Cont'd.)
 - 2.6.1 <u>Credit for Interruptions</u>, (cont'd.)
 - C. (continued)

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

<u>Interruptions Over 72 Hours</u>. Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days' credit will be allowed for any one month period.

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2.6 <u>Allowances for Interruptions in Service</u>, (Cont'd.)

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- A. interruptions due to the negligence of, or noncompliance with the provisions of this price list by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- B. interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- C. interruptions due to the failure or malfunction of non-Company equipment;
- D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- G. interruption of service due to circumstances or causes beyond the control of Company.

2.7 <u>Use of Customer's Service by Others</u>

2.7.1 Resale and Sharing

Any service provided under this price list may be resold to or shared with other persons at the option of the Customer, subject to compliance with any applicable laws or the Florida Public Service Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its 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.

2.7.2 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 designated 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.

2.8 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

The Customer's termination liability for cancellation of service shall be equal to:

- 2.8.1 all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- 2.8.2 any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- 2.8.3 all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the <u>Wall Street Journal</u> on the third business day following the date of cancellation; minus
- 2.8.4 a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

2.9 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:

- 2.9.1 to any subsidiary, parent company or affiliate of the Company; or
- 2.9.2 pursuant to any sale or transfer of substantially all the assets of the Company; or
- 2.9.3 pursuant to any financing, merger or reorganization of the Company.

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2.10 Notices and Communications

- 2.10.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.10.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.10.3 All notices or other communications required to be given pursuant to this price list will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.10.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

SECTION 3.0 - SERVICE AREAS

3.1 Extended and Expanded Area Calling Services

Extended and Expanded Area Calling Service allows the Customer to make calls to specific NXX codes within designated exchanges outside the Customer's Local Calling area without paying intraLATA toll rates. The Customer is billed per call according to the duration of the call. the Company may mirror all existing extended and expanded calling areas the ILEC currently has in place for facilities-based or resold services, or establish unique extended and expanded area calling services.

SECTION 4.0 SERVICE DESCRIPTIONS AND CHARGES

4.1 <u>General Regulations</u>

- 4.1.1 <u>Line Connection Charge</u> A nonrecurring charge for performing any of the operations associated with the connection of the network access line and a network interface.
- 4.1.2 <u>Network Wiring Charge</u> A one time charge consisting of a time sensitive network wiring charge required to perform Customer requested work on the Customer's premises, except work required to establish or reestablish network access.
- 4.1.3 Service Establishment and Change Charges apply in addition to all other rates and charges for services provided by the Company.
- 4.1.4 The charges specified in this section contemplate work being performed by the Company during the usual working hours on normal working days. When, at the specific request of the Customer or applicant for service, work is performed at other times, either for the convenience of the Customer or applicant for service or for other reasons not under the control of the Company, the expense incurred by the Company in excess of the normal expense of such work, when performed during usual working hours on normal working days, may be billed to the Customer or applicant for service, in addition to the charges otherwise applicable.

4.2 <u>Nonrecurring Charges</u>

4.2.1 Application of NRCs to Establish Services

Except where otherwise specified in this Section 4.2.1, the same nonrecurring charges apply to residence, non-residence and semi-public service.

4.2 <u>Nonrecurring Charges</u> (Cont'd)

4.2.1 Application of NRCs to Establish Services (Cont'd)

A. Exchange Service

The following charges are applicable to each individual exchange service being established:

	Jenig established.	Complex		Simple	
a.	Local Exchange Service	Residence	Non- Residence	Residence	Non-Residence
-	Service Ordering Charge, per location. per occasion	\$17 65	\$15.85	\$17.65	\$25 50
-	Central Office Connection Charge, per termination	8 25	17.00	8.25	13 00
-	Line Connection Charge, per termination	10.60	16 50	10.60	24.35
b -	Semi-Public Service Service Ordering Charger, per location, per occasion	-	-	-	48 60
-	Central Office Connection Charge, per termination	-	-	-	13.00
-	Line Connection Charge, per termination (includes installation of)		-	-	63.00
c	Centrex Stations and Terminations, Exhibition Hall Stations, Airport Switching System Stations		-	-	-
-	Service Ordering Charge, per location	_ '	46 80	-	-
-	Central Office Connection Charge, per station termination	-	1.75	-	-
-	Line Connection Charge. per station termination	-	3.35	-	-

4.2 <u>Nonrecurring Charges</u> (Cont'd)

4.2.1. Application of NRCs to Establish Services (Cont'd)

B. Miscellaneous Service or Features

	Comp	olex	Simple	9
	Residence	Non- Residence	Residence	Non- Resid ence
	Maximum Charge	Maximum Charge	Maximum Charge	Maxi mum Charg
	\$15.90	\$15.90	\$18.50	\$18.5 0
The above charge applies per individual exchange service, per occasion to the following:				
a. Custom Calling Service and Advanced Custom Calling Service (other than Calling Party Number Blocking or Call Trace)				
Note. The absence of an NRC for any specific service does not imply the waiver of appropriate NRCs for other concurrently installed services				
- to establish one or more Customer or advanced Customer calling feature(s)	7 95	7 30	6 00	7 30
The above charge applies per	, , , ,	, 50		
individual service, per occasion to the following:				
b Custom Calling Service and Advanced Custom Calling Service				
- to establish one or more custom calling feature(s)				

4.2 <u>Nonrecurring Charges</u> (Cont'd)

4.2.1. Application of NRCs to Establish Services

B. Miscellaneous Service or Features (Cont'd)

Central Office Optional Line Features

- a. Easy Call
- b. Message Waiting Tone
- c. Billed Number Screening Service

C. Directory Service

	The following NRC applies to establish each of the following:				
		Complex		Simple	
		Residence	Non- Residence	Residence	Non- Residence
		Maxиnum Charge	Maximum Charge	Maximum Charge	Maximum Charge
a.	Transfer of Toll Charge Service	\$83.10	\$83.10	\$19.60	\$19 60
		Complex		Simple	
		Residence	Non- Residence	Residence	Non- Residence
b.	Emergency Message Referral for Private Listing Service	17 90	17.90	9.80	9.80

D. Connecting Arrangements

The following NRC applies to establish each of the following	Comp	blex	Sım	ple
	Residence	Non- Residence	Residence	Non- Residence
	_	-	5 50	5.50

4.2 <u>Nonrecurring Charges</u> (Cont'd)

4.2.1 Application of NRCs to Establish Services (Cont'd)

E. Directory Service

		Com	Complex		
			Non-		Non-
		Residence	Residence	Residence	Residence
a.	Transfer of Toll Charge				
	Service	\$41.55	\$41.55	\$9.80	\$9.80

F. Remote Call Forwarding

The following charge applies per feature:				
	Complex		Simple	
		Non-		Non-
	Residence	Residence	Residence	Residence
	\$56.25	\$56.25	-	-

G. Intercom Calling Service

The following charge applies per individual exchange service to establish Intercom Calling Service:				
	Complex		Simple	
		Non-		Non-
	Residence	Residence	Residence	Residence
	\$11.25	\$11.25	-	_

4.2 <u>Nonrecurring Charges</u> (Cont'd)

4.2.1 Application of NRCs to Establish Services (Cont'd)

H. Expense Incurred Option for Equipment

On relocations of service to noncontinuous property locations within territory served by the Company, in lieu of paying all applicable establishment, nonrecurring and termination charges, a Customer with equipment for which the initial contract period is six months or more, may elect to pay the expense incurred for relocation of such equipment, subject to the following regulations:

- 1. The existing equipment involved will be moved from the existing location to the new location with the understanding that the Customer will not have continuous service at such locations.
- 2. A new contract period will not apply when the equipment is established at a new location. Only the unexpired portion of any existing contract periods will continue at the new location

4.2.2 Application of NRCs for Changes

The charges for changes should not exceed the charges that would apply if the same services or equipment were removed and re-established.

4.2 <u>Nonrecurring Charges</u> (Cont'd)

4.2.2 Application for Nonrecurring Charges (Cont'd)

A. Exchange Service Changes

Except as set forth in the following, the nonrecurring charge, in the amount specified below, applies for changes in type or grade of service, as listed below:

		Com	Complex		
		Residence	Non- Residence	Residence	Non- Residence
	Local Exchange Service				
a.	One way to two way, vice versa	\$28.85	\$41.55	-	-
b.	One or two way to combination, vice versa	28.85	41.55	-	-

B. Miscellaneous Service or Feature Changes

		Com	plex	Simple	
			Non-		Non-
		Residence	Residence	Residence	Residence
		\$7.95	\$7.30	\$6.00	\$7.30
	The above nonrecurring charge applies per individual exchange service to the following:				
a.	Custom Calling Service and Advanced Custom Calling Service				
_	To change one or more custom or advanced custom calling feature(s)				

4.2 <u>Nonrecurring Charges</u> (Cont'd)

4.2.2 Application for Nonrecurring Charges (Cont'd)

B. Miscellaneous Service or Feature Changes (Cont'd)

		Complex		Simple	
		Residence	Non- Residence	Residence	Non- Residence
b.	Central Office Optional Line Features	TBD	TBD	TBD	TBD
-	Easy Call				
-	Message Waiting Tone				

C. Directory Services

The charge below applies to each of the following changes:

		Complex		Simple	
			Non-		Non-
		Residence	Residence	Residence	Residence
a.	Change from listed to private or semi-private listing service or from semi-private to private listing service	\$17.90	\$17.90	\$ 9.80	\$ 9.80
b.	Discontinue emergency message referral for private				
	listing service	17.90	17.90	9.80	9.80

4.2 <u>Nonrecurring Charges</u> (Cont'd)

4.2.2 <u>Application for Nonrecurring Charges</u> (Cont'd)

C. Directory Services (Cont'd)

The charge shown below applies to each of the following changes:

		Complex		Simple _	
			Non-		Non-
		Residence	Residence	Residence	Residence
c.	Change transfer of toll charge				
	service	\$41.55	\$41.55	\$ 9.80	\$9.80

D. Number Changes

	Complex		Simple	
		Non-		Non-
	Residence	Residence	Residence	Residence
Change charge	\$28.85	\$41.55	\$31.15	\$31.15

The above charge applies for each change of a number at the request of a Customer as shown below:

- Individual Exchange Service
- Present number in one number dialer
- Remote call forwarding

No charge applies for a change in number

- initiated by the Company;
- made to clear service problems such as excessive wrong number calls, excessive calls for previous Customers to that number, etc.; or
- made on a temporary basis in order to stop abusive, harassing, or threatening calls, provided that such calls had been previously reported to the Company.

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-	Kurt Packer		

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4.2 <u>Nonrecurring Charges</u> (Cont'd)

4.2.2 Application for Nonrecurring Charges (Cont'd)

E. Class of Service Change

For each change of a class of service at the request of a Customer, the following nonrecurring charge applies:

		Com	Complex		Simple	
		Non-			Non-	
		Residence	Residence	Residence	Residence	
a.	Residence to non-residence	\$17.90	-	\$31.15	-	
b.	Non-residence to residence	_	\$41.55	-	\$31.15	

Note: The charge for a number change does not apply if required on a class of service change.

F. Assignment or Transfer of Service

	Com	Complex		
		Non-		Non-
	Residence	Residence	Residence	Residence
Nonrecurring Charge	\$17.90	\$41.55	\$9.80	\$9.80

^{*}Does not apply for assignment or transfer of residence service to another individual who is a member of the same family.

- 4.2 <u>Nonrecurring Charges</u> (Cont'd)
 - 4.2.2 Application for Nonrecurring Charges (Cont'd)
 - G. Intercom Calling Service

To change to or from Intercom Calling Service subsequent to the initial installation, per exchange service.

	Simple		
		Non-	
	Residence	Residence	
	Maximum	Maximum	
	Charge	Charge	
Change Charge	\$22.50	\$22.50	

H. Multi-Ring Service

	Simple	
		Non-
	Residence	Residence
	Maximum	Maximum
	Charge	Charge
Company change of Call Forwarding option, as required, when combined with Multi-Ring Service or change of the additional multi-ring number (no charge applies within the first 60 days after service establishment), per exchange service, per occasion		
	\$18.50	\$18.50

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- 4.2 <u>Nonrecurring Charges</u> (Cont'd)
 - 4.2.2 Application for Nonrecurring Charges (Cont'd)
 - I. Central Office Local Area Network (C.O. LAN)

The following charge is applicable for changes or additions when:

- A simple and/or complex port rearrangement is the only work to be performed

Charge, per location, per occasion:

Nonrecurring	
Charge	
\$15.00	

- C. O. LAN Service is added subsequent to the establishment of access service, or as otherwise specified in this price list

Charge, per location, per occasion:

Nonrecurring	
Charge	
\$15.00	

J. Multi-Ring Service

Company change of Call Forwarding option, as required, when combined with Multi-Ring Service or change of the additional multi-ring number (no charge applies within the first 60 days after service establishment), per exchange service, per occasion

Simple				
Non-				
Residence Residence				
\$9.25	S9.25			

4.3 Network Wiring Charge

The NWC applies when a premises visit is made at the request of a Customer for the sole purpose of converting non-modular termination points to a network interface.

For any work charges not provided for in this or other applicable price lists, the Custor er is charged the estimated cost to be incurred, unless otherwise specified.

Should the Customer request that the location of the network interface be other than that designated by the Company, the NWC charges will apply for the additional work required.

Should the Customer request that a network interface other than the standard be placed at the NI location, the NWC and nonrecurring charge for the requested jack apply.

4.3.1 Non-Application of Network Wiring Charge

- A. Non NWC applies for the following Customer initiated requests providing work is limited to that specified below.
 - 1. Complete termination of service. (Includes disconnections initiated by The Company.)
 - 2. Disconnection or removal of equipment.
- B. No NWC applies for any work at the Customer's premises which may be required in connection with those changes for which no S&E charges apply under the provisions of paragraph 4.3.1 preceding.
 - 1. First 15 minutes or fraction thereof of billable premises work \$25.00
 - 2 Each additional 15 minutes or fraction thereof billable premises work-\$10.00

4.4 <u>Damage/Destruction</u>

In the event of damage to or destruction of a Customer's premises by fire, flood or other like disaster, no Service Establishment and Change Charges will apply to the reestablishment on the same continuous property of the same (or less) service furnished to such Customer prior to such damage or destruction.

4.5 Network Interface Jack Charges

4.5.1 Indoor Jacks

				Nonrecurring	USOC
1	N 4.	Miniature Modular Jack (See Note)		Charges 4 75	RJ11C
<u> </u>			+ / .5	KJIIC	
	Note The nonrecurring charge for a miniature				
			ack does not apply when provided at		
	1	-	sidence and non-residence as a Network		
	Int	erface			
2	Sei	ries Jac	ck	43.85	RJ3
3	Mi	mature	ribbon connector (female) jack	43.85	RJ2
4	Da	ta Jack	S		
	a	Prog	rammed	34.60	RJ45S
	ь	Univ	ersal	38 05	RJ41S
	С	Mult	aple line data jack for use with both fixed		
		loss l	loop and programmable data equipment:		
		(1)	Multiple line data jack common		
			equipment for up to eight lines	144.95	RJ26X
	1	(2)	Line circuit card (See Note)	21.80	RJ26S
		(3)	Wall mounting with cover	35 40	RJM3X
		(4)	Rack Mounting	28.85	RJM4X
		Note	One line circuit eard is required for		
	l I		line connected to the multiple line data		
		1	common equipment		

4.5 <u>Network Interface Jack Charges</u> (Cont'd)

4.5.2 Outdoor Jacks

		Maximum Nonrecurring Charges	USOC
1.	Outdoor jack, including Company provided outdoor housing and cover plate	43.30	JKT

4.5.3 Movable Premises Equipment

		Nonrecurring Charges	USOC
1.	Equipment for on trains and commercial vessels		
	a. Jack	87.70	JK3
2.	Equipment for s on pleasure craft and in trailers		
	a. Jacks for use with s on movable premises or equipment such as pleasure craft and trailers are furnished subject to the charges for outdoor type jacks	21.65	JКТ
3.	Equipment for s on trains and commercial vessels	43.85	JK3

Note: The nonrecurring charges specified for jacks in 4.5.1, 4.5.2 and 4.5.3 preceding do not apply for re-use jacks in place, whether by the same or a different Customer

4.6 Restoral of Service Charges

4.6.1 Application of Nonrecurring Charges for Restoral of Service Complex Simple

		Com	plex	Simple	
		Residence	Non- Residence	Residence	Non- Residence
1.	Service restored after temporary denial but prior to completion of order to discontinue service, per service or system				-
	Restoral charge	\$26.55	\$26.55	\$32.30	\$32.30
2.	Service restored after temporary suspension				
	Restoral charge	62.30	75.85	33.55	33.55
3.	Service restored after temporary interception				
	Restoral Charge	62.50	87.70	33.55	33.55

4.7 <u>Monthly Exchange Services</u>

Exchange Service is the furnishing of facilities necessary for communicating within specified exchange areas. Service is comprised of three components - network access line, central office termination and usage. There are two classes of service, Non-Residence and Residence.

Except where otherwise provided the monthly rates in this paragraph 1 cover the access line and central office termination for the types and classes of exchange service listed.

4.7.1 Network Access Lines

Monthly rates for network access lines are determined by class of service and by access area. The Customer's normal serving central office determines the applicable access area rate.

4.7.2 Central Office Termination

Furnishes dial tone along with a termination for the network access line to the serving central office for the placing and receiving of calls.

	Monthly Rate			
Description	Access Area	Network Access Line	Central Office Termination	Total Monthly Rate
Non-Residence				
-Non-Rotary	A	Future Use	-	
With Touch-Tone	В	\$15.95	\$2.30	\$18.25
	C	17 95	2 30	20 25
	D	20 45	2 30	22.75
-Rotary or	A	Future Use	-	-
-PBX Trunk	В	15.95	6 00	21.95
With Touch-Tone	C	17 95	6 00	23 95
	D	20 45	6 00	26 45

4.7 <u>Monthly Exchange Services (Cont'd)</u>

4.7.2 <u>Central Office Termination (Cont'd)</u>

	Monthly Rate			
Description	Access Area	Network Access Line	Central Office Termination	Total Monthly Rate
Non-Residence				
-Non-Rotary	A	-	-	
Without Touch-Tone	В	\$15.95	\$2.30	\$18.25
	С	17.70	2.30	20.00
	D	17 70	2 30	20.00
-Rotary or	A	-	-	
-PBX Trunk	В	15.95	6 00	21.95
Without Touch-Tone	С	17.70	6.00	23.70
	D	17 70	6.00	23.70
Residence				
- Individual	A	Future Use	-	-
With Touch Tone	В	4.40	2.30	6.70
	C	4.40	2 30	6.70
	D	4.40	2.30	6.70
-PBX Trunk	A	Future Use		-
With Touch-Tone	В	15.95	6.00	21.95
	C	17.95	6.00	23 95
	D	20 45	6.00	26 45
-Individual	\\	-		_
Without Touch-Tone or USA Customer	В	4.40	2.30	6.70
	C	4.40	2 30	6.70
	D	4.40	2.30	6.70
-PBX Гrunk		-	_	-
Without Touch-Tone	В	15.95	6.00	21.95
	C	17 70	6.00	23.70
	D	17 70	6 00	23.70

4.7 <u>Monthly Exchange Services</u> (Cont'd)

4.7.3 Non-Residence Network Access Line Quantity Discounts

With a minimum commitment of 36 months, quantity discounts are available based upon the volume of network access lines required by a Customer at a single location.

In the event that a Customer terminates any or all the service during the commitment period, the Customer will remain liable for the remaining charges adjusted to their net present worth equivalent using the interest rate specified in Section 2.5.4.0. These charges will become due and payable in their entirety immediately upon such termination.

Commission approval of the above termination liability language is not intended to indicate that the Commission has sanctioned any particular legal result should a dispute arise between the parties. In the event of a dispute, the signatories may pursue any legal remedies they deem appropriate to resolve the dispute.

	Monthly Rate per Network Access Line			
		Acces	ss Area	
Description	A	В	С	D
Access Line Quantities				
48 – 95		\$15.15	\$16.95	\$19.25
96 - 199	For	14.35	15.95	18.05
200 – 293	Future	13.55	14.95	16.85
294 – 387	Use	12.75	13.95	15.65
388 - 579		11.95	12.95	14.45
580 – above		11.80	11.95	13.25

In addition to the above rates, end user access line charges are applicable.

4.7 <u>Monthly Exchange Services</u> (Cont'd)

4.7.4 Local Exchange Usage

Four types of local exchange usage are available: measured, minute line, message and flat.

A. Measured Rate Services

The local usage charges are based upon four measured elements, i.e., the total number of outgoing local messages, the distance and the duration of each local message and the time of day each local message is originated, subject to the following:

1. Distance

The charges for local messages vary based on the airline distance (i.e., rate mileage) between the rate centers of the central offices serving the calling and called stations, determined in the same manner as message toll rate distances.

2. Duration

- A charge applies for the initial minute, or fraction thereof, and for each additional minute, or fraction thereof.
- A local message is considered as starting at the time communication is established between the calling station and the called number.
- Chargeable time ends when the calling station "hangs up" thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by the automatic timing equipment in the network.
- Chargeable time does not include time lost because of faults or defects in the service.

4.7 <u>Monthly Exchange Services</u> (Cont'd)

4.7.4 Local Exchange Usage (Cont'd)

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3. <u>Time of day</u>

Discounts apply to the total charges for local messages during certain time periods as outlined below:

Time Periods		
No discount	8:00 AM to 9:00 PM* - Monday through Friday	
50% discount	9:00 PM to 8:00 AM* - Monday through Friday	
	(All day Saturday, Sunday and Holidays)	

^{*}To, but not including:

- The holidays on which a 50% discount applies are Christmas Day December 25), New Year's Day (January 1), Independence Day (July 4), Thanksgiving Day and Labor Day, or on resulting legal holidays when Christmas, New Year's or Independence Day legal holidays fall on dates other than December 25, January 1 or July 4 respectively.
- In cases where a local message begins in one time period and ends in another, the charges in effect at the time the message starts apply to the entire message.

Note: The charges for local message usage are based on summary billing for such usage by mileage step, initial period calls and total additional minutes of usage per mileage step. The charges will also be separated by time period. Special billing of local message charges requiring the assistance of a Company operator will not be provided.

4.7 <u>Monthly Exchange Services</u> (Cont'd)

4.7.4 Local Exchange Usage (Cont'd)

B. Local Message Charge Schedule

Rate Mileage	Initial Minute or Fraction Thereof	Additional Minute or Fraction Thereof
0-10	\$.0353	\$.0088
11 – 12	.0397	.0132
23 and over	.0442	.0177

4.7.5 Message Rate Services

Message Rate Service consists of fixed monthly rate for usage packages which include a monthly local usage allowance in the monthly rate. Each local call is charged on a message unit basis and an additional charge is made for local messages in excess of the allowance. The allowance, if not used during one month, is not credited to the Customer's account for any other month that service is provided.

Note: Access Line Monthly Rates now appear in Paragraphs 1.A. and B.

Description	Usage Package Monthly Rate
Non-Residence Touch Tone	\$ 6.15
Non-Residence Rotary	6.15
Non-Residence PBX Trunk	10.00
Residence Individual	2.21

- 4.7 <u>Monthly Exchange Services</u> (Cont'd)
 - 4.7.5 Message Rate Services, (cont'd.)
 - A. Local Message Allowances and Charges
 - 1. The monthly rates for usage packages associated with message rate services include the number of local messages specified below:

a.	All non-residence, per usage package \$0.73
b.	Residence Individual, per usage package\$0.30
c.	The charge per additional local message\$0.08
d.	"Schools" as used herein is limited to those institutions which
	are charted by the State Board of Education.

Note: The allowances and charges for message rate services apply to schools, except, that no charges will apply for total local messages in excess of the usage package for the following, each month:

Non-Residence Touch-Tone and Rotary	190
Non-Residence PBX Trunk	415
Centrex stations, each	. 55

Note: This provision is not applicable to non-residence service used for Customer-owned, coin- operated s, either located on school property, or owned, leased, rented, operated or controlled by a school board or other educational institution. The above exception applies only where the local exchange service is used by schools for administrative purposes and where all s associated with such local exchange service are located in areas not accessible to the general public.

- 2. Unless otherwise requested by the Customer, where two or more message rate services of the same class and grade are furnished to a Customer from the same central office at given premises, the local message allowance for the service involved is combined and the total usage of all lines applied against this combined allowance.
- 3. When two message rate individual services, not of the same class are furnished to a Customer as Combination Main Station Service, the local message allowance for the two services involved must be combined if the central office serving such services does not permit positive identification of the call station.

4.7 <u>Monthly Exchange Services</u> (Cont'd)

4.7.6 Flat Rate Service

Flat Rate service consists of a usage package that includes an unlimited number of local messages.

A. Rates and Charges

Note: Access Line Monthly Rates now appear in Paragraphs 1.A and B.

Description	Usage Package Monthly Rate		
Non-Residence PBX Trunk	\$ 8.95		
Residence Individual	\$ 7.55		

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SECTION 5.0 - APPLICATION OF RATES

5.0 Application of Residence and Non-Residence Rates

5.1 Residence Rates

Service is classified and charged for as residence service:

- 5.1.1 At all residence locations only where the primary use of the service is of a social or domestic nature, where non-residence use, if any, is solely incidental to the primary social or domestic use, and where a residence type listing is furnished.
- 5.1.2 In churches, provided the use of the ser vice is confined to the activities of the particular church subscribing for the service.
- 5.1.3 When furnished to dormitories and residence halls of colleges, universities, and other residence schools, and to fraternity and sorority houses, provided such locations are used by students and student members as their residences.
- 5.1.4 When furnished at any location as an access to a repeater control and/or autopatch facility of a bonafide amateur radio operator, organization or society duly licensed as a primary station by the Federal Communications Commission as an amateur radio station pursuant to FCC Part 97, Section 5 [47 CFR Section 97.5] or any successor regulation. The Company may request a copy of the amateur radio station license prior to the installation of service.
- 5.1.5 The Company will provide residence trunk lines which terminate in a PBX (or similar) system of a college, university or other residence school (a) used solely by the students or student members described in 1-c, preceding, or (b) used by such college, university or other residence school for residence and administrative purposes, providing the non-residence and residence trunks are physically segregated so that the trunks classified as residence can only be accessed by the students or student members described in 1-c, preceding. The Company reserves the right to inspect the premises of the college, university or other residence school to assure compliance with the provisions of this paragraph, in accordance with the Ownership and Use of Facilities.

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SECTION 5.0 - APPLICATION OF RATES, (CONT'D.)

5.2 Non-Residence Rates

Service is classified and charged for as non-residence at all non-residence locations, and at any residence locations where the use is not primarily or substantially of a social or domestic nature.

When it is determined that a Customer is using residence service in such a manner that is should be classified and charged for as non-residence service, the Company will discontinue the service of such Customer in the event he refuses to permit his service to be classified as non-residence service and pay the applicable non-residence rates.

SECTION 6.0 - SERVICE FEATURES

6.1 <u>Call Blocking</u>

6.1.1 <u>Description</u>

Call blocking is an optional service which provides residence and non-residence Customers and Information Providers (Sponsors) with the capability to block the origination of direct dialed calls to all Sponsor Priced Audiotex Service (SPAS) or 976 provided by the Company and all other 976-like services including, but not limited to 900 special access services, whether provided by the Company or others.

6.1.2 Regulations

- A. Call blocking will be provided only where the Company's central office can be feasibly modified to provide the service and where facilities and conditions permit.
- B. Call blocking will be permitted from all residence and non-residence exchange services and PBX lines and Centrex station lines.
- C. Call blocking is available only on Customer-dialed station-to-station calls.
- D. Call blocking is available only for all SPAS and 900 special access services and not for specific programs.
- E. Call blocking may be requested by sponsors to prohibit access to 976/976-like services after notification by the Company that a residence or non-residence Customer is delinquent in payment of calls to the sponsor's programs. Upon proof by the Customer of payment or other satisfactory resolution of his or her residence or non-residence account, or upon notice by the sponsor, sponsor requested blocking will be removed by the Company.
- F. Residence and non-residence Customers obtaining service at a new location shall be afforded blocking of all SPAS and 900 special access services at no charge, even if they exercised an option to block all SPAS and 900 special access services at a previous location at no charge.
- G. The Company may impose blocking on residence and non-residence Customers, who have incurred but not paid, SPAS, 900 special access or other 976-like service charges, which are not subject to bona fide dispute.

6.1 <u>Call Blocking</u> (Cont'd)

6.1.3 Residence and Non-Residence Customer Requested Call Blocking

A. The following rates and charges will be waived for the initial establishment of call blocking. These charges will apply to any subsequent requests for blocking.

		Nonrecurring Charges	USOC
a.	Residence Service		
	Call blocking, per service	\$ 9.30	RTVXN
b.	Non-Residence Service		
	Call blocking, per individual	\$ 9.30	RTVXN
С	Centrex Service		
	Call blocking Centrex		
	stations	\$41.55	RTVXN

B. Sponsor Requested Call Blocking

The following rates and charges are applicable to sponsor requested call blocking.

		Nonrecurring Charges	USOC
a	Residence Service		
	Call blocking, per request, per service	\$ 60 00	NR9CB
h	Non-Residence Service		
	Call blocking per request, per individual or trunk or WATS service	\$60 00	NR9CB
С	Centrex Service		
	Call blocking, per request, per Centrex system	\$60.00	NR9CB

^{*} Additional codes appear in departmental practices.

6.2 Toll Restrictions

6.2.1 Regulations

- A. Toll restriction is a central office service arrangement whereby calls dialed over an individual residence exchange service or a non-residence exchange service or a PBX trunk, to other than the local service area, are either automatically routed to the Customer's attendant position or the calling person receives an announcement.
- B. Toll restriction will be provided, where facilities permit, subject to the following:
 - 1. Toll restriction will not allow 1+, 0+, 0-, 10-XXX, 900 service code, or 700 code toll calls.
 - 2. Toll restricted services will not have dial access to Company operators, except for Directory Assistance.
 - 3. Toll restriction does not provide restriction of 411 calls, or nonchargeable calls to numbers such as public emergency service 911, or 950 calls. Calls to 800 service will be permitted only from residence service.
- C. Subscribing to toll restriction does not relieve Customers of responsibility for calls charged to their number(s).
- D. Toll restriction will not be provided on Public, Semi-Public, or COCOT service.
- E. The Company shall not be liable to the Customer or any other person or entity for damages of any nature or kind arising out of, resulting from, or in connection with the provision of the service, including without limitation, the inability to access the operator or any non toll free number for any purpose.

6.2 <u>Toll Restriction</u> (Cont'd)

6.2.2. Rates and Charges

The following rates and charges apply to toll restriction service and are in addition to all other rates and charges applicable to the associated service.

	Nonrecurring Charge Maximum	Monthly Rate Maximum	USOC
Toll Restriction, per individual residence service	\$ 24.00	\$ 8 00	RTVX5
Toll restriction, per individual non-residence service or PBX trunk equipped			
	36 90	73.80	KXT

Note: The toll restriction charge will not apply to those residential Customers: 1) who elect toll restriction in lieu of a deposit, 2) who elect toll restriction while making payments for a final bill, or 3) who elect payment arrangements and toll restriction in lieu of denial.

Nonrecurring Charge	Monthly Price	
\$12.00	\$ 3.00	
\$24.40	\$ 51.70	

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6.3 <u>Billed Number Screening Service</u>

6.3.1 Description

Billed Number Screening Service is an arrangement which prevents the charging of collect and/or third number billed calls to a Customer's number.

6.3.2 Regulations

The Company makes no guarantee and assumes no liability arising out of the use or misuse of Billed Number Screening Service by any other entities, including, but not limited to, Interexchange Carriers. The Company is fully responsible for calls charged to numbers, which should have been prevented by Billed Number Screening Service, that originate and terminate within the Company's service territory, and are not carried over any other carrier's network or facilities.

Billed Number Screening Service is offered subject to the availability of suitable facilities.

The service is offered to residence and non-residence individual lines, trunk lines, Customer-owned coin-operated (COCOT) lines and Centrex lines.

The following options are available with Billed Number Screening Service. Option 1 is the only available option to Customer-Owned, Coin Operated (COCOT) lines.

Option 1 - No Collect or Third Number Billing, per line screened

Option 2 - No Third Number Billing, per line screened

Option 3 - No Collect Billing, per line screened

6.3.3 Rates and Charges

A Service and Equipment Charge is applicable as shown in this price list when Billed Number Screening is installed subsequent to the initial establishment of the line(s) with which it is associated.

6.4 Selective Call Screening Service

6.4.1. <u>Description</u>

Selective Call Screening is an arrangement designed to restrict certain types of billing from a line which originates a call. The screening is designed to inform the operator services provider about special characteristics associated with the line. Under this arrangement, the operator services provider processes the operator-assisted, and/or operator-handled, and/or automated operator-assisted originating call so that call will conform to one of the allowable types of billing, which could be those which conform only to billing as collect, billed to a third number, or billed to a calling card.

6.4.2 <u>Regulations</u>

The Company assumes no liability for calls completed by any other entity or carrier or operator services provider as long as the screening code accompanies the call forwarded to the other entity.

The Company is responsible for properly handling calls which are selectively screened and are not carried over any other entity's network or facilities.

Selective Call Screening Service is offered subject to the availability of suitable facilities and equipment.

The service is offered to residence and non-residence exchange services, PBX trunks and Customer-owned coin-operated (COCOT) service. Centrex Customers are covered in the Catalog.

Customers subscribing to Selective Call Screening Service are responsible for all toll charges billed to their lines for calls which are not carried solely over the Company's facilities.

Selection Call Screening Service will be provided at no charge to Customer-owned coin-operated (COCOT) Customers.

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SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.4 <u>Selective Call Screening Service</u> (Cont'd)

6.4.3 <u>Rates</u>

The following rates and charges apply to Selective Call Screening Service and are in addition to all other charges as specified elsewhere in the Company's price lists.

	Monthly Rate	<u>USOC</u>
Selective call screening, per line	\$ 5.20	TBD

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6.5 International Call Blocking

6.5.1 Description

International Call Blocking Service is an optional central office service arrangement whereby direct-dialed international calls will be routed to the Customer's attendant position or to an announcement.

6.5.2 Regulations

International Call Blocking Service is offered subject to the availability of suitable facilities and is limited to central offices specifically equipped to provide this service.

International Call Blocking Service will provide blocking of IDD 011+ and 101XXXX-011+ calls.

Subscribing to International Call Blocking Service will not relieve Customers of the responsibility for international calls charged to the number(s) associated with a restricted access line(s).

This service is offered to residence and non-residence individual lines, trunk lines and Customer-owned, coin-operated (COCOT) lines.

6.5.3 Charges

The following charge applies to International Call Blocking Service and is in addition to all other charges as specified elsewhere in the Company's price lists.

Description	Nonrecurring Charge		
Per line or Trunk	\$ 3.50		

6.6 <u>Home Services Packages</u>

6.6.1. Description

Home Services Packages offer residence Customers combinations of services including a network access line, local call plan, an intraLATA calling plan, Custom Calling, Advanced Custom Calling, and Complementary Network Services at a package rate.

6.6.2 Definitions

The Home Services Packages include the following services as indicated:

Basic Value Package

Call Waiting
Three Way Calling
Call Forwarding
Repeat Dialing

Value Plus Package

Call Waiting
Three Way Calling
Call Forwarding
Repeat Dialing
Caller ID
Caller ID with Name

All packages require the purchase of a Residence Individual Network Access Line with Flat Rate Usage Service at the existing rate.

The Home Services Packages include the following services as indicated:

6.6 <u>Home Services Packages</u> (Cont'd.)

6.6.2 <u>Definitions</u> (Cont'd)

Best Value Package

Call Waiting
Three Way Calling
Call Forwarding
Repeat Dialing
Caller ID
Caller ID with Name
Message Waiting Indicator
Alternate Answering
Busy Line Transfer
Optional Additional Feature:

Star Code Access To Voice Mail

All packages require the purchase of a Residence Individual Network Access Line with Flat Rate Usage Service at the existing rate.

When Best Value Package is purchased with the Anytime Rate Calling Plan, the monthly price associated with the Anytime Rate Calling Plan does not apply.

6.6.3 Terms and Conditions

- A. Home Services Packages are available to new residence Customers and existing residence Customers who upgrade their service to include a package.
- B. Residence Customers currently subscribing to all services in an Home Services Package may request billing at the package price.
- C. Only one Home Services Package is allowable per line.
- D. In addition to the rates noted in Section 6.6.4 below, End-User Common Line (EUCL) charges are applicable.
- E. Home Services Packages are not available with PBX or Dormitory Centrex Services.

6.6 <u>Home Services Packages</u> (Cont'd.)

6.6.4 Prices

The rates specified for the Home Services Packages are in addition to applicable Service Connection Charges for the establishment of network access lines. No Service Charges are applicable when existing residence network access line Customers add services, other than network access lines, to establish Home Services Packages.

A. Service Elements

	Access Area	TBD
	Maximum Monthly Price	TBD
	Description A B C	TBD
	Basic Value Package	
	Value Plus Package	
	Best Value Package	
В.	Other Applicable Charges and Payments	
	1. References	TBD
	2. Service Reference	TBD
	3. Flat Rate Usage Service	TBD
	4. End-User Common Line Charges	

All packages require the purchase of a Residence Individual Network Access Line with Flat Rate Usage Service at the existing rate.

6.6 Home Services Packages (Cont'd.)

6.6.4 Prices, (cont'd.)

C. Pricing List

The rates specified for the Home Services Packages are in addition to applicable Service Connection Charges for the establishment of network access lines. No Service Charges are applicable when existing residence network access line Customers add services, other than network access lines, to establish Home Services Packages.

Service Elements	TBD
Access Area	TBD
Monthly Price	TBD
Description A B C	TBD
Basic Value Package	TBD
Value Plus Package	TBD
Best Value Package	TBD

All packages require the purchase of a Residence Individual Network Access Line with Flat Rate Usage Service at the existing rate.

When Best Value Package is purchased with the Anytime Rate Calling Plan the monthly price associated with the Anytime Rate Calling Plan does not apply.

6.7 Universal Emergency Number Service - 911

6.7.1 <u>Description</u>

- A. Universal Emergency Number Service/911 Telecommunications Service (911), is a exchange communication service whereby a Public Safety Answering Point (PSAP) designated by the Customer may receive calls dialed to the number 911. The 911 Service includes lines and central office features necessary to provide the capability to answer, transfer and dispatch public emergency calls originated by persons within the central office areas arranged for 911 calling.
- B. When requested by local government authorities, and subject to the availability of facilities, the Company will provide a universal number "911" for the use of Public Safety Answering Points (PSAPs) engaged in assisting local governments in the protection and safety of the general public. Use of the 911 number will provide each caller with access to the appropriate local PSAP.
- C. The 911 Customer may be a municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local governmental units to whom authority has been lawfully delegated. The Customer must be legally authorized to subscribe to the service and have public safety responsibility by law to respond to calls from the public for emergency police, fire or other emergency services within the Central Office areas arranged for 911 calling.
- D. 911 Service provides for routing all 911 calls originated by s having numbers beginning with a given central office prefix code or codes to a PSAP which is prepared to receive those calls. Each 911 Service classification has certain inherent features and optional features which may or may not be available with other 911 Service classifications.
- E. 911 Service may be classified as follows:

Enhanced 911 Service (E911)

Enhanced 911 Service offerings provide routing via dedicated trunking facilities to all primary PSAPs and to secondary PSAPs based upon ANI capability or Default Routing. The number of lines to a PSAP will be determined by the Company based upon anticipated call volumes.

6.7 <u>Universal Emergency Number Service - 911</u> (Cont'd)

6.7.1 <u>Description</u> (Cont'd)

E. (continued)

Secondary PSAPs that do not meet these specifications will receive calls on a transfer basis over the exchange network or over additional E911 Exchange lines subscribed to by the Customer. Enhanced 911 Service is available yia one or a combination of the following service feature combinations:

6.7.2 <u>Automatic Number Identification (ANI)</u>

Selective Routing (SR)

Automatic Number Identification and Selective Routing (ANI/SR)

Automatic Number Identification and Automatic Location

Identification (ANI/ALI)

Automatic Number Identification, Automatic Location Identification and Selective Routing (ANI/ALI/SR)

Where two jurisdictions are served by a local switching office each jurisdiction may select a different feature combination as long as SR is one of the features.

6.7.3 Definitions

A. 911 Control Office

A 911 office providing tandem switching capability for 911 calls. It controls switching of ANI information to the PSAP and also provides the Selective Routing function, Speed Calling features, Call Transfer capability and certain maintenance functions for each PSAP.

B. 911 Service Area

The geographic area in which the Customer will respond to all 911 calls and dispatch appropriate emergency assistance.

C. Additional E911 Exchange Line

An additional line which terminates at a PSAP

- 6.7 Universal Emergency Number Service 911 (Cont'd)
 - 6.7.3 <u>Definitions</u> (Cont'd)
 - D. Alternate Routing (AR)

A feature which allows calls to be routed to a designated alternate location if 1) all 911 exchange lines to the primary PSAP are busy, or 2) the primary PSAP closes down. Alternate Routing is only available when Selective Routing is provided.

E. Automatic Location Identification (ALI)

A feature that forwards the name and address associated with the calling party's number (identified by ANI as defined below) to the PSAP for display. Additional s with the same number as the calling party's (secondary locations, off premise extensions, etc.) are identified with the address of the number at the main location.

F. Automatic Number Identification (ANI)

A feature which allows the number of the calling party to be forwarded to the PSAP for display.

G. Automatic Number Identification and Automatic Location Identification (ANI/ALI)

A Service Feature combination with both the ANI and ALI features, which allows numbers and the name and address associated with the calling party's number to be forwarded to the PSAP for display.

H. Automatic Number Identification, Automatic Location Identification and Selective Routing (ANI/ALI/SR)

A Service Feature combination with ANI, ALI and SR which allows numbers, names and addresses to be forwarded to the PSAP for display and allows 911 calls to be routed to the designated primary PSAP based upon the identification number of the calling party.

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SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.7 Universal Emergency Number Service - 911 (Cont'd)

6.7.3 <u>Definitions</u> (Cont'd)

I. Automatic Number Identification and Selective Routing (ANI/SR)

A Service Feature combination with ANI and SR which allows numbers to be forwarded to the PSAP for display and allows 911 calls to be routed to the designated primary PSAP based upon the identification number of the calling party.

J. Cell Site Record

The physical location/street address of a cellular tower and, if applicable, the direction of the transmitter/receiver site. For purposes of this definition a cellular tower equipped with three (3) transmitter/receivers would constitute three (3) cell site records. Conversely, a cellular tower with an omnidirectional transmitter/receiver would constitute one (1) cell site record.

K. Central Office Identification

A three digit code that identifies the central office from which a 911 call originated. This feature is provided in lieu of Selective Routing and ANI display for central offices within the 911 system not equipped with ANI.

L. Central Office Transfer

The transfer of an incoming 911 call to another access line through use of a Central Office conference circuit.

M. Data Management System (DMS)

A system of manual procedures and computer programs used to create, store and update the data required to provide the SR and ALI features.

6.7 <u>Universal Emergency Number Service - 911</u> (Cont'd)

6.7.3 <u>Definitions</u> (Cont'd)

N. Default Routing

A feature activated when incoming 911 calls cannot be selectively routed due to a failure of the ANI feature, garbled digits or other cause. Such incoming calls are routed to a "default" PSAP. Default Routing is only available when Selective Routing is provided.

O. Display and Transfer Unit

A selector console and associated common equipment for displaying ANI numbers at the PSAP attendant position. The attendant can then activate Fixed and/or Selective Transfer functions (defined below).

P. Emergency Service Number (ESN)

A Selective Routing (SR) code assigned by the Company to each number in an exchange where SR is provided to route 911 calls to an appropriate PSAP. The ESN is associated with street address ranges or other mutually agreed upon routing criteria and defines the set of emergency numbers (e.g. police, fire, medical) responsible for providing emergency service in a primary PSAP and possibly one or more secondary PSAPs.

Q. End Office

The central office in the 911 system which receives originating 911 calls.

R. Enhanced 911 Service

A 911 service offering which provides completion of 911 calls via dedicated trunking facilities to all primary PSAPs and to secondary PSAPs that are equipped to display ANI information on Company or Customer provided terminal equipment. This offering is available via specific service feature and/or service feature combinations which may or may not be available with other 911 Service classifications.

6.7 <u>Universal Emergency Number Service - 911</u> (Cont'd)

6.7.3 <u>Definitions</u> (Cont'd)

S. Fixed Transfer

A feature which enables a PSAP attendant to transfer incoming 911 calls to Secondary PSAPs by use of a single button on the Display and Transfer Unit.

T. Forced Disconnect

Permits the PSAP attendant to release a 911 call connection though the 911 calling party has not hung up, thereby preventing intentional jamming of the 911 central office lines.

U. Manual Transfer

Enables the PSAP attendant to transfer an incoming call by depressing the switch hook of the associated or the "add" button on the Display and Transfer Unit and dialing either a 7-digit or 10-digit number or a 2-digit Speed Calling Code.

V. Public Safety Answering Point (PSAP)

An answering location for 911 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Calls are first directed to the Primary PSAPs for response. Secondary PSAPs receive calls on a transfer basis only and generally serve as a centralized location for a particular type of emergency call. PSAPs shall be staffed by employees or agents of service agencies such as police, fire or emergency medical or a common bureau serving a group of such entities.

W. Responding Agency

An agency which is prepared to provide one or more specific emergency services via calls received from a PSAP.

6.7 <u>Universal Emergency Number Service - 911</u> (Cont'd)

6.7.3 <u>Definitions</u> (Cont'd)

X. Selective Routing

A feature which allows 911 calls to be routed to the designated primary PSAP based upon the identification number of the calling party.

Y. Selective Transfer

Provides a PSAP with the ability to transfer an incoming call to another responding agency by depressing a single button labeled with type of agency, e.g. fire, on the Display and Transfer Unit. Selective Transfer is only available when Selective Routing is provided.

Z. Service User

Any exchange access facility Customer within a 911 system.

AA. Serving Central Office

The central office from which a PSAP, either primary or secondary is served.

BB. Speed Calling

A feature which enables the Customer to call certain preset numbers via abbreviated dialing.

CC. Universal Emergency Number Service

A exchange communication service whereby a Public Safety Answering Point (PSAP) designated by the Customer may receive calls placed by persons in need of assistance who dial the number 911. The 911 Service includes the lines and equipment necessary for answering, transferring and dispatching public emergency calls originated by persons within the central office areas arranged for 911 calling.

6.7 <u>Universal Emergency Number Service - 911</u> (Cont'd)

6.7.3 <u>Definitions</u> (Cont'd)

DD. Universal Emergency Number Service Customer (Customer)

A municipality or other state or local governmental unit to whom authority has been lawfully delegated within a geographic area to respond to public emergency calls, at a minimum for police and fire service. An agent may be authorized by one or more municipalities or other state or local governmental units to subscribe to the service but the agent is not the Customer.

6.7.4 Terms and Conditions

- A. This service is limited to the use of central office number 911 as the universal emergency number. A single PSAP may subscribe to only one 911 service classification within any single government agency's locality.
- B. 911 Service is furnished to the Customer only for the purpose of receiving reports of emergencies from the public. It is not intended as a total replacement for the service of the various public safety agencies which participate in the use of this service. The public safety agencies must subscribe to other exchange service provided under this price list for non-emergency communications.
- C. 911 Service is classified as Business Exchange and is arranged for one-way incoming service to the appropriate PSAP. Outgoing calls can only be made on a transfer basis.
- D. Temporary suspension of service is not provided for any part of 911 Service (premise equipment included).
- E. 911 Service lines are provided solely for the benefit of the Customer operating the PSAP. The provision of 911 Service by the Company shall not be interpreted, construed, or regarded as being for the benefit of or creating any Company obligation, either expressed or implied, toward any third person or legal entity other than the Customer.

- 6.7 <u>Universal Emergency Number Service 911</u> (Cont'd)
 - 6.7.4 Terms and Conditions, (cont'd.)
 - F. Company serving areas and political subdivision boundaries may not coincide, however it is the obligation of the Customer to make arrangements to handle all 911 calls that originate from s served by central offices in the local serving area whether or not the calling is situated on property within the geographic boundaries of the Customer's public safety jurisdiction.
 - G. The application for 911 Service must be executed in writing by each Customer. If application for service is made by an agent, the Company must be provided in writing, satisfactory proof of appointment of the agent by the Customer. At least one local law enforcement agency must be included among the participating agencies in any 911 offering.
 - H. The Customer must furnish the Company its written agreement to the following terms and conditions:
 - Applicants for this service must provide an adequate number of trained personnel to receive and dispatch calls to meet public demand. All 911 calls must be answered on a 24-hour day, seven-day week basis.
 - J. The Customer accepts responsibility for dispatching the appropriate emergency service vehicles within the 911 service area, or will undertake to transfer all 911 calls received to the governmental agency with responsibility for dispatching such services, to the extent that such services are reasonably available. A PSAP must be prepared to receive all 911 calls and to dispatch, or to have others dispatch, police, fire, ambulance, or other emergency services as are reasonably available and required.
 - 1. The Customer will develop an appropriate method for responding to calls for non-participating agencies which may be directed to the 911 PSAP by calling parties.
 - 2. The Customer will subscribe to local exchange service at the PSAP location for administrative purposes, for placing outgoing calls, and for receiving non-911 calls.

- 6.7 <u>Universal Emergency Number Service 911</u> (Cont'd)
 - 6.7.4 Terms and Conditions (Cont'd)
 - J. (continued)
 - 3. The Customer will subscribe to, or provide, equipment with a capacity adequate to handle the number of incoming 911 lines recommended by the Company to be installed. Applicants for 911 service must subscribe to adequate facilities to provide satisfactory service to the public. Minimum trunk requirements for each central office designation served, must be met as prescribed by applicable State Codes, Rules, and Legislation.
 - 4. The Customer will make provisions for receiving emergency calls from Telecommunication Devices for the Deaf (TDD) users.
 - K. The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the Customer's personnel to respond to such calls on the Customer's premises.
 - L. The 911 calling party by calling 911 Service, gives consent for the Company to provide 911 information consisting of the name, address, number, and other calling party information when available, to Law Enforcement Agencies and other emergency service providers on a call-by-call basis for the purpose of enabling those agencies and service providers to respond to emergency calls for assistance.
 - M. Database inquiries for 911 information consisting of name, address, number, and other information when available, will only be allowed for purposes of dispatching or responding to 911 emergency calls or integrity verification as prescribed by the Company or applicable State Codes, Rules, or Legislation.
 - O. 911 information consisting of the names, addresses, numbers, and other calling party information when available, of the Customers whose listings are not published in directories or listed in Directory Assistance Offices is confidential. Information will be provided on a call-by-call basis only for the purpose of responding to emergency calls and is not to be used or disclosed by the Customer, its agents or employees for any other purpose not authorized by law.

- 6.7 <u>Universal Emergency Number Service 911</u> (Cont'd)
 - 6.7.4 Terms and Conditions (Cont'd)
 - P. The 911 calling party forfeits the privacy afforded by Private and Semi-Private Listing Service to the extent that the name, number, address and other calling party information, when available, associated with the originating station location are furnished to the PSAP.
 - Q. Terminal equipment used in connection with 911 Service, whether such equipment is provided by the Company or the Customer, shall be configured so that it is unable to extract any information from the 911 Database; other than information related to the number identified through the Automatic Number Identification (ANI) feature as the source of an in-progress 911 call. Manual access to the 911 Database may be provided upon written request as prescribed by the Company and subject to State and Federal laws and regulations.
 - R. Central offices that are not currently equipped to transmit ANI will not be modified to provide ANI solely for 911 Service. When the Selective Routing feature is provided as part of a 911 System, Default Routing and Central Office Identification will be provided in lieu of Selective Routing and ANI display for any central office within the system not equipped with ANI.
 - S. ANI will not be displayed on calls placed over four-party or rural lines. Central Office Identification is provided in lieu of the number and address.
 - T. When the Selective Routing feature is provided with a 911 System, the Customer is responsible for identifying primary and secondary PSAP locations as well as the unique combinations of police, fire and ambulance or any other appropriate agencies responsible for providing emergency service in the 911 serving area. An Emergency Service Number (ESN) will be provided for each unique combination by the Company. The Customer will associate these ESNs with street address ranges or other mutually agreed upon routing criteria in the 911 serving area that are agreeable to the Company. These ESNs will be carried in the Data Management System (DMS) to permit routing of 911 calls to the primary and secondary PSAPs responsible for handling of calls from each in the 911 serving area. The Customer's responsibilities in providing this information are:

- 6.7 <u>Universal Emergency Number Service 911</u> (Cont'd)
 - 6.7.4 Terms and Conditions (Cont'd)
 - T. (continued)
 - Initial and subsequent ESN assignments by street name, address range and area or other mutually agreed upon routing criteria shall be furnished to the Company by the Customer on forms supplied by the Company, or other electronic medium where available, for that purpose at a mutually agreed upon time prior to the effective date of the service.
 - 2. After establishment of service it is the Customer's responsibility to continually verify the accuracy of the routing information contained in the master address file. It is also the Customer's responsibility, to advise the Company of any changes in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other matter that will affect the routing of 911 calls to the proper PSAP.
 - 3. The Company will provide to the Customer on request a complete listing of the master address file to permit Customer verification of accuracy of the police, fire, and ambulance PSAP routing designations. One copy of the file will be provided free of charge on an annual basis.
 - 4. Additional copies may be requested at applicable price list rates.
 - 5. The Company will furnish to the Customer for verification a written copy showing each change, deletion and addition to the master address file.
 - U. The Company's intent will be to provide at least the same level of service reliability and quality as the service being provided in the exchanges where 911 is offered

- 6.7 <u>Universal Emergency Number Service 911</u> (Cont'd)
 - 6.7.4 Terms and Conditions (Cont'd)
 - V. Intercept service for the seven digit emergency numbers replaced by 911 will be provided, upon request, for a period negotiated by the Customer, until the next Customer directory issuance, or up to one year, whichever period is longest.
 - W. The installation of initial or subsequent 911 exchange lines to maintain applicable Company service standards will be provided by the Company, subject to the terms and agreements of the 911 Service Agreement when applicable.
 - X. Customer premise equipment used in providing 911 Service and features may be Company or Customer-provided.
 - Y. The receipt of any contract or amendment to a contract established under this price list shall not constitute approval of all terms and provisions therein. The Commission retains jurisdiction to investigate on its own motion or upon complaint any contractual term or provision under which the tariffed service is offered, and to take any necessary action pursuant to such investigation, including issue orders.
 - Z. The Company's entire liability to any person for interruption or failure of 911 Service shall be limited to the terms specified in this price list or by law.
 - AA. Te Customer and participating governmental units and agencies each agree to release, indemnify, defend, and hold harmless the Company from any and all loss, claims, demands, suits or other action, or any liability whatsoever, other than the Company's sole negligence, arising out of the Customer's use of 911 service whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others; and the Customer and participating governmental units and agencies agree to purchase and maintain adequate insurance against such liability.

6.7 Universal Emergency Number Service - 911 (Cont'd)

6.7.4 Terms and Conditions (Cont'd)

- BB. The rates for 911 Service do not include the inspection or monitoring of facilities to discover errors, defects and malfunctions in the service, no. does the Company undertake such responsibility. The Customer shall be responsible for making such operational tests as, in the judgment of the Customer, are required to determine whether the system is functioning properly for its use. The Customer shall promptly notify the Company in the event the system is not functioning properly.
- CC. The Company's liability in connection with its participation in a 911 system is limited by statute.
- DD. The Customer's liability in connection with the provision of 911 service is limited by statute.
- EE. The 911 services specified in this price list are available for the use of the state and political subdivisions in providing universal emergency number service pursuant to law.

6.7.5 Enhanced 911 Standard Features

Alternate Routing (AR)
Default Routing (DR)
Forced Disconnect
Central Office Transfer Arrangements:
Fixed Transfer
Manual Transfer
Selective Transfer
Speed calling (T)
Only available when Selective Routing is provided.

6.7 <u>Universal Emergency Number Service - 911</u> (Cont'd)

6.7.6 Other Applicable Charges and Payments

A. Messages

The calling party is not charged for calls placed to the 911 number. Charges for messages transferred over exchange facilities from a PSAP are billed to the 911 Customer according to rates applicable from the Serving Central. Office which serves the PSAP initiating the transfer to the point of termination, subject to the terms and conditions of the 911 Service agreement. Inter-system transfers are subject to applicable local message charges. Special equipment and service arrangements for which provision is not otherwise made in these price lists or catalogs are furnished wherever practicable at charges based on cost.

B. Equipment Moves

Moves or changes of equipment at PSAP locations will be made based upon cost, not to exceed installation charges specified in this price list or catalog. Time and material charges may be applicable. Charges for Customer requests that require additions, removals, moves, or changes of access facilities or equipment on Company premises will be based on cost and determined separately in each case.

Installation of additional network or other facilities to maintain a satisfactory grade of service will be provided by the Company, subject to the terms and conditions of the 911 Service Agreement.

Cancellation of the service in whole or in part by the Customer prior to installation will require payment of an amount equal to the cost of engineering, manufacturers' billings resulting from equipment orders, installation, assembly, labor, cost of removal and any other costs incurred up, to the time of cancellation which have resulted because of the subscriber's order for services, but not to exceed the total installation charges.

6.8 <u>Alert Service</u>

6.8.1 General

A. Scan Alert Service

Scan Alert Service provides supervision of circuit continuity for exchange lines that are connected to end user premises alarm systems, to monitor for and report line break detection to a remote monitoring alarm station. Scan Alert Service also provides for the transport of alarm signals and control information between the end user's premises alarm system and the remote monitoring alarm station.

Scan Alert Service uses a network consisting of scanners and hubs that are connected to a Scan Alert message switch. The scanners, hubs and message switch are all located on Company premises.

The end user's exchange access line is connected to a scanner port in the local wire center and provides a derived communications channel between the scanner and a Subscriber Terminal Unit (STU). The STU is located at the end user's premises and is provided by the end user's alarm agency. During exchange line on-hook conditions the scanner polls the STU at thirty second intervals using a 2700 Hertz signal; an identifying response is produced by the STU along with any alarm signals that have been queued by the STU. The scanner also monitors for the presence of a continuous 36 Hertz tone transmitted by the STU.

Loss of the 36 Hertz tone is interpreted as a line break. The scanner transmits all line break and alarm signals to the message switch via a pair of private line channels. The message switch maintains a database that matches each end user's STU with the designated alarm agency. Scan Alert signals are routed from the message switch, by means of a pair of private line channels, through a hub to the appropriate remote monitoring alarm station.

B. Underwriter's Laboratories (UL) AA POLLING OPTION

This optional feature provides for the polling signal described in Paragraph 1. preceding, to continue in exchange line off-hook conditions. The UL AA Polling option allows a Scan Alert Service end user's alarm system to meet Underwriter's Laboratories AA requirements.

The UL AA polling option is available with Scan Alert Service, Scan Alert Wholesale Pricing Option and Scan Alert Contract Pricing Option.

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6.8 Alert Service (Cont'd)

6.8.1 General (Cont'd)

C. Scan Alert Wholesale Pricing Option

Scan Alert Wholesale Pricing Option includes the service features as described in Paragraph 1., preceding. However, unlike Scan Alert Service which is leased to individual residence and non-residence subscribers, the Scan Alert Wholesale Pricing Option is leased to the sponsoring alarm agency.

The rate applied for each network access line equipped with Scan Alert Wholesale Pricing Option is dependent upon the total number of non-residence and residence network access lines equipped that are leased to the alarm agency. An alarm agency can aggregate new and existing non-residence and residence network access lines equipped with Scan Alert to qualify for this option. The number of network access lines equipped with Scan Alert Wholesale Pricing Option will be counted on the last day of the bill month to determine the rate to be paid for each network access line equipped.

D. Scan Alert Contract Pricing Option

Scan Alert Contract Pricing Option includes the service features as described in Paragraph 1., preceding, however the Scan Alert Contract Pricing Option is leased to the sponsoring alarm agency on a specific contract basis, with a minimum contract period of forty-eight months.

In order to designate the deployment of a scanner the alarm agency or other firm must sign a contract for a minimum of 32 ports. A minimum of 25% of the requested ports must be located in the central office where the scanner is to be deployed, the remaining ports can be located in any other central office(s) where the Scan Alert network is available. Each scanner deployment will require one contract.

6.8 <u>Alert Service</u> (Cont'd)

6.8.1 General (Cont'd)

D. Scan Alert Contract Pricing Option, (cont'd.)

To qualify for this service, an alarm agency or other firm must designate the port capacity and must equip the designated number of lines with Scan Alert by the last day of the twelfth month of an upgraded or new contract. Subscribers with multiple contracts will have the level of the monthly rate per line set at the level of the contract with the lowest port commitment until that contract's total number of lines requirement is met. The original contract's expiration date will be extended for the time needed to fulfill the minimum number of lines requirement in the new contract. Under no circumstances will this extension exceed one year in length. In cases of line terminations, for billing purposes the lines terminated will be removed from the lower volume contract(s) first.

Customers that have fulfilled their line contract quantity obligation will be charged the non-contract rate for each new additional line ordered unless arrangements are made for a new contract.

The alarm company will be billed for the actual lines in service. If the actual number of network access lines equipped does not meet the requirements after the twelfth month, the alarm agency or other firm will also be billed at the Contract Pricing Option residence rate for the number of additional ports required to meet the Customer commitment.

Should an alarm company or other firm discontinue service before the contract has been fulfilled, termination charges equal to the Customer-designated port capacity for the remainder of the contract will apply.

In the event that Customer agrees to a minimum commitment level of at least 1,000 network access lines for a term of 48 months, such commitment may be satisfied by aggregating the number of Scan Alert lines to which Customer subscribes in all central offices, within the same LATA, where Scan Alert capability has already been deployed by the Company (Area-Wide Commitment). The Customer's Area-Wide Commitment will be phased in over the four years of the term of the agreement starting with 25% for the first year to be sequentially increased each year of the four year term by an increment of 25%.

- 6.8 <u>Alert Service</u> (Cont'd)
 - 6.8.1 General (Cont'd)
 - D. Scan Alert Contract Pricing Option, (cont'd.)

For any of the Company central offices where Scan Alert capability has not already been deployed, the Company will accept Customer requests to deploy Scan Alert according to the following schedule:

- 1. install Scan Alert in up to four previously unequipped central offices in association with an initial Area-Wide Commitment of 1,000 lines, and install Scan Alert in up to two additional previously unequipped central offices in association with any additional Area-Wide Commitment of 500 more lines for the same LATA;
- 2. provided that 64 lines of the Customer's Area-Wide Commitment must be located in each of the central offices deployed at Customer's request (Deployment Commitment). The Customer's Deployment Commitment will be phased in over the four years of the term of the agreement starting with 25% for the first year to be sequentially increased each year of the four year term by an increment of 25%.

Customers converting to 1,000 port contract will be required to make progress each year toward meeting the 1,000 port contract in service obligation. Customers must install 25% per year of the difference between their installed base and the 1,000 ports per year until the 1,000 port commitment is attained.

During the term selected by Customer, the Company will perform an annual audit of Scan Alert lines in service. In any year in which the Customer fails to achieve the applicable Area-Wide and/or Deployment Commitments, a deficiency payment shall be assessed according to the provision set forth previously in this section.

6.8 Alert Service (Cont'd)

6.8.1 General (Cont'd)

E. Scan Alert Change Charge

The Scan Alert Change Charge is applicable for work done to comply with a Customer's request for a change in alarm dealer or pricing option. Additional Scan Alert Change charges are applicable for subsequent requests for change of service.

Transfer of Scan Alert, Scan Alert Wholesale Pricing Option, or Scan Alert Contract Pricing Option to a different line at the same Customer location will be treated as a new installation. The Scan Alert Change Charge does not apply to conversions of existing contracts to a contract for a larger port capacity.

6.8 <u>Alert Service</u> (Cont'd)

6.8.2 Regulations

A. Undertaking of the Company

Nothing contained in this price list shall be construed as establishing any agency agreement, partnership or joint venture between the Company and any alarm agency. Any such agency utilizing Scan Alert Service shall be responsible for obtaining all licenses, permits and authorizations required by any authority and will comply with all codes, laws, regulations, restrictions or limitations governing the use of equipment or services employed by it in providing a service to its Customers. Part 2, Section 2 of this price list states the Obligation And Liability Of Company.

B. Area Served

Scan Alert Service will be furnished in exchanges where central offices are equipped to provide this service and where facilities are available and compatible. Customer Premise Equipment must also be compatible.

C. Subscriber Terminal Unit (STU)

The STU must be compatible with the Company's Scan Alert Service and must be registered under Part 68 of FCC regulations. The STU must be connected to the end user's exchange access line with a standard registered jack. The STU can only be connected to an exchange access line if, when the STU is added, the combined ringing equivalence of the line does not exceed five ringers. The STU cannot be connected to a PBX trunk or station line, a two-party line, a mobile, lines equipped to transmit and/or receive data, a foreign exchange, foreign central office line, a WATS line, or any bridged service (e.g., off premises extension, answering patron lines and central office terminals, combination main station service, etc.), or a Centrex line served by a central office other than the main Centrex service.

D. End User Service

An end user must maintain exchange service at the premises where the STU is located to be served by Scan Alert Service. In the event the exchange service is completely disconnected for any reason, the Scan Alert Service will also be disconnected.

6.8 <u>Alert Service</u> (Cont'd)

6.8.2 Regulations (Cont'd)

E. End User Designated Alarm Agency

The alarm company designated by the end user will be required to subscribe to at least two (2) company private line channels from its monitoring station to a Scan Alert network hub location. Connection to the network via a hub provides access to the message switch located on Company premises. The alarm agency will also be required to provide data terminal equipment that is compatible with the output from the Scan Alert message switch.

F. Suspension of Service

Suspension of service is not offered for this service.

6.8.3 Rates and Charges

The following rates and charges are in addition to those charged for other facilities required for operation in conjunction with Scan Alert.

The regulations contained in the appropriate price lists for the other facilities also apply.

1. Scan Alert Service
Scan Alert Service
per residence network access
line equipped /SNK/ \$ 60.00 / \$ 14.50
Scan Alert Service
per non-residence network access
line equipped /SNK/ \$120.00 / \$17.50

1. Scan Alert Service Scan Alert Service per residence network access line equipped /SNK/ \$ 45.00 / \$ 8.75 Scan Alert Service

6.8 Alert Service (Cont'd)

Rates & Charges (Cont'd) 6.8.3

per non-residence network access line equipped /SNK/ \$90.00 / \$10.50

2. UL AA Polling Option **UL AA Polling Option** per residence network access line equipped /ASP/A9Z \$ 30.00 / \$ 3.00 UL AA Polling Option per non-residence network access line equipped /ASP/A9W/ \$30.00 / \$4.00

3. Scan Alert Wholesale Pricing Option Scan Alert Wholesale Pricing Option, per residence network access line equipped /SRE/ Residence and non-residence network access lines equipped: 0 to 500th......\$60.00 / \$14.50 501st to 750th..... \$60.00 / \$14.00 751st to 1000th...... \$60.00 / \$13.50

1001st or more...... \$60.00 / \$13.00 4. Scan Alert Wholesale Pricing

Option, per non-residence network access line equipped /SBE/ Residence and non-residence network access lines equipped:

501st to 750th..... \$120.00 / \$16.50 751st to 1000th...... \$120.00 / \$15.50 1001st or more...... \$120.00 / \$14.50

6.8 <u>Alert Service</u> (Cont'd)

6.8.3 Rates & Charges (Cont'd)

6. UL AA Polling Option
UL AA Polling Option
per residence network access
line equipped /ASP/A9Z/ \$ 20.00 / \$ 3.00
UL AA Polling Option
per non-residence network access
line equipped /ASP/A9W/ \$20.00 / \$4.00

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6.8 <u>Alert Service</u> (Cont'd)

6.8.3 Rates & Charges (Cont'd)

6.8 <u>Alert Service</u> (Cont'd)

6.8.3 Rates & Charges (Cont'd)

12. Scan Alert Contract Pricing

 32 Port Capacity.
 \$15.00 / \$9.00

 64 Port Capacity.
 \$15.00 / \$8.50

 96 Port Capacity.
 \$15.00 / \$8.00

 256 Port Capacity .
 \$15.00 / \$7.50

per non-residential line....... \$15.00

6.9 <u>Billing Name and Address (BNA) Services</u>

6.9.1 <u>Description</u>

BNA is a service whereby the Company will provide billing information to an Interexchange Carrier (IXC), to the extent the names and addresses are available in Customer information data bases. The "Customer" for BNA service is an IXC and the BNA information is for use by the IXC in connection with its business.

6.9.2 Regulations

The name and address information will be obtained by the Company from its Customer information data bases. The name and address information will be provided for the calling number shown in the recorded Customer message detail to the extent a name and address exists in the Company Customer information data bases (e.g., some calling number names and addresses may be confidential). If the name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory requirements, the name and address information will not be provided unless the IXC is the Primary or Dial Up. Interexchange Carrier or the IXC secures written permission from the end user and/or other party imposing the confidentiality requirement, for the Company to provide the information as requested by the IXC.

The request for name and address information will be provided in accordance with specifications provided by the Company.

At the request of an IXC, magnetic tape processing of the bill name and address information will be provided to the IXC. The Company will supply the magnetic tapes and the magnetic tapes will be provided without the return of previously supplied tapes. Unless specified otherwise by the IXC, the magnetic tapes will be sent to the IXC via first class U. S. Mail Service or other appropriate means. If expedited delivery is requested by the IXC, such expenses will be charged to the IXC.

However, the IXC may pick up the magnetic tapes at a location designated by the Company or request that the detail on the magnetic tapes or in a data file be data transmitted to the IXC.

6.9 Billing Name and Address (BNA) Services (Cont'd)

6.9.1 <u>Description</u> (Cont'd)

BNA output supplied by the Company is considered proprietary information. It will be provided to the IXCs for use by the IXCs in connection with its business. Any use of this information by the IXC's contractors, agents, or other third parties, not in connection with the IXC's business, shall be the responsibility of the IXC. The IXC shall affirm in writing that the Company is not responsible for the use by the IXC of this BNA information for purposes not in connection with the IXC's business.

6.9.2 Rates and Charges

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Minimum monthly charge (up to 200 BNA requests)	5
100.00	
Per request, in excess of 200 per month	.50
Magnetic tape processing, per tape	.00

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6.10 <u>Listing Services</u>

6.10.1 General Provisions

The alphabetical directory is an alphabetical list of Customers, joint users and others for whom directory listings are provided. It is designed solely for the purpose of informing calling persons of the numbers of Customers and others listed therein. Accordingly, listings are intended solely for purposes of identification and are limited to information which is essential to such identification.

The rates and regulations in this paragraph 1 for directory listings apply to primary and additional listings in the alphabetical directory.

An alphabetical directory may include the listings for one or more exchange areas. More than one alphabetical directory may be included in directory book. In alphabetical directories selected by the Company, the pages are divided into two groups, one group of non-residence listings and one group of listings consisting solely of names of individuals.

- 1. Non-residence primary listings consisting solely of names of individuals will appear in both groups at no charge.
- 2. Non-residence additional listings consisting solely of names of individuals will appear in both groups without charge for the additional appearance.
- 3. Special types of additional listings will appear in both groups without charge for the additional appearance under the following conditions:
 - a. Alternate listings, provided that they are indented under nonresidence primary or regular additional listings that are listings consisting solely of names of I individuals; and
 - b. All other special types of additional listings, provided that they are listings consisting solely of names of individuals and are indented under non-residence primary or regular additional listings.

Residence primary or additional listings will appear in both groups without charge for the additional appearance, provided that they are indented under non-residence primary or regular additional listings consisting solely of names of individuals.

6.10 <u>Listing Services</u> (cont'd.)

6.10.1 General Provisions, (Cont'd.)

Special prominence or arrangement of names is not permitted nor is the listing of a service, commodity or trade name except when such service, commodity or trade name is a part of the name under which the listed party is doing business.

The Company will refuse a listing which does not constitute a legally authorized or adopted name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is intended for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

The length of any listing is limited by the use of abbreviations, where, in the opinion of the Company, the clearness of the listing and the identification of the listed party is not impaired thereby. Where more than one line is required to properly list the party, no additional charge is made.

In connection with non-residence service, a designation, i.e., an abbreviated descriptive term characterizing the listed party's business in a general way, may be furnished as part of the listing unless the character of the listed party's business is already apparent from the form of the corporate or firm name, in which case the designation is unnecessary and is not furnished.

The form of listings must conform to the Company's specifications with respect to its directories.

Listings are regularly provided in connection with exchange service of all classes, grades and types, except public service, dormitory individual lines and Centrex dormitory station lines.

6.10 <u>Listing Services</u> (Cont'd)

6.10.2 Primary Listings

One listing without charge, termed the primary listing, is provided for each call number in connection with exchange service (including semi-public). In cases where two or more non-residence services are arranged in a group of rotary numbers, all of such numbers so arranged are identified by but one call number.

A call number is the number designation with which a Customer's service is identified.

One primary listing is provided for each PBX, Centrex, Exhibition Hall and Airport Switching system. In connection with PBX systems with DID, Centrex and Exhibition Hall system primary listings, the Company will

include, without charge, informative wording to indicate that stations of the system may be dialed direct when the numbers of the stations are known.

One primary listing is provided for each joint user and dormitory service are not listed in the directory.

The primary listing is ordinarily the name of the Customer or joint user, or the name under which a business is regularly conducted. Where the service is contracted for by one party for the use of a second party, the primary listing may be the name of the second party.

A dual name listing is comprised of a surname, two first names, an address and number. This listing may be provided as the primary listing associated with residence service for two persons who share the same surname and reside at the same address or for a person known by two first names.

6.10 <u>Listing Services</u> (Cont'd)

6.10.3 Additional Listings

A. Non-residence Additional Listings

Non-residence additional listings are listings in addition to the primary listing furnished in connection with non-residence service and may be:

- Names of partners or members, if the Customer or joint user is a partnership;
- Names of officers, if the Customer or joint user is a corporation;
- Names of representatives or employees of the Customer or joint user;
- Bona fide names of firms which the Customer or joint user owns or controls or is duly authorized to represent
- Names of patrons participating i n resale or shared use of the Customer's service or equipment
- Non-residence additional listings are not permitted in connection with residence service.

6.10 <u>Listing Services</u> (Cont'd)

6.10.3 Additional Listings (Cont'd)

B. Residence Additional Listings

Residence additional listings are listings in addition to the primary listing furnished in connection with residence service and may be the names of members of the Customer's family or of other persons residing in the Customer's household. Such listings may also be in the form of dual name listings as described in B-7 preceding.

Residence additional listings are also permitted in connection with non-residence service which is located in a residence and for permanent guests residing in a transient hotel, motel, or club, and tenants in an apartment house or apartment hotel.

C. Addresses and Numbers of Additional Listings

Ordinarily, all additional listings are of the same address and number as the primary listings, except in the case of alternate listings and listings for systems or services with in-dialing. When it appears necessary as an aid to the use of the directory and provided satisfactory service can be furnished, a listing will be permitted under the address of a station installed on premises of the Customer, but at an address different from that of the main station service.

Additional listings for Centrex and Exhibition Hall Systems and PBX Systems with DID

Where additional listings associated with Centrex and Exhibition Hall systems, and PBX systems with DID, use the number associated with the primary listing, the informative wording described in B-3 preceding may also be provided with such additional listings without additional charge.

- D. Special Types of Additional Listings
 - 1. Duplicate listings listings of nicknames, abbreviated names, names which are commonly spelled in more than one way, and rearrangements of names are permitted when, in the opinion of the Company, they are not desired to secure a preferential position in the directory or for advertising purposes.

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- 6.10 <u>Listing Services</u> (Cont'd)
 - 6.10.3 Additional Listings (Cont'd)
 - D. Special Types of Additional Listings, (cont'd.)
 - 2. Cross-Reference Listings Names which are commonly spelled in more than one way; Names of formerly existing businesses which have been superseded by that of the Customer; Rearrangement of names when such rearrangement is not for the purpose of securing a preferential position in the directory or for advertising purposes; Cross-reference listings consists of a name, a reference to the primary listing, and, if desired, a number. Such listings do not include an address; however, if the number is included, the city and state involved must also be shown when a message toll call is involved.
 - 3. Alternate listings listings which refer calling persons to another number at night and on Sundays and holidays, or in case no answer is received on the call to the primary number, are permitted for all classes of service. The alternate number may be that of another Customer's service. In such case, the consent of the other Customer must be obtained before the alternate listing is furnished.
 - 4. Foreign Listings listings in an alphabetical directory of an exchange other than that in which the listed service is furnished are furnished under the provisions applicable to regular additional listings in the alphabetical directory in which the foreign listing appears.
 - 5. Private Listing Service Upon receipt of an authorization signed by the Customer, in a form satisfactory to the Company, the name of that Customer and the number assigned to the service furnished to him will be omitted or deleted from the Company's directories and his number will be omitted or deleted from its information records. The Company will endeavor to prevent the disclosure of the number, but shall not be liable should such number be divulged through madvertence, or under the following circumstances where the number will be disclosed:

6.10 <u>Listing Services</u> (Cont'd)

6.10.3 Additional Listings (Cont'd)

5. (continued)

- a. Where the private listing service Customer calls the enhanced universal emergency number (i.e. 911) to the extent that the originating number, address and name associated with the originating number are furnished to the 911 service Public Service Answering Points.
- b. Where the private listing service Customer calls the number of a Customer subscribing to Caller ID, without using Calling Party Number Blocking, to the extent that the originating number is displayed on a Caller ID display device, here the private listing service Customer is called back by a Customer who subscribes to and uses Automatic Callback to return the call to the extent that the originating number is displayed within the call detail section of the Automatic Callback subscriber's billing statement.
- c. Where the private listing service Customer calls another Customer, who interprets the phone call as a harassing or threatening call and uses the Call Trace service to have the calling party number and further information referred to the local law enforcement agency. The extent to which pursuit continues would depend upon the law enforcement agency.
- d. Where the private listing service Customer calls a Customer who subscribes to and uses the Advanced Custom Calling Service Call Screening, the calling Customer can prevent the possible exposure of his her number by using Calling Party Number Blocking. This feature is available where Call Screening is available.
 - 1. The Company will furnish, upon request, the name of the Customer to exchange service where such service is used to provide recorded announcements.

- 6.10 <u>Listing Services</u> (Cont'd)
 - 6.10.3 Additional Listings (Cont'd)
 - 5. (continued)
 - d. (continued)
 - 2. Customers to private listing service, regardless of whether such service is subject to the monthly rate set forth in this section, have the option of requesting the Company to relay emergency messages from persons attempting to reach such Customers. The Company will not challenge the calling party's statement that an emergency exists, nor make any attempt to determine the importance of such emergency. Such messages will be billed to the private listing service Customer at the message rate set forth in E following.
 - e. The Company shall not be obligated to complete exchange or message toll calls to such Customers, by number.
 - 6. Semi-Private Listing Service

Upon receipt of an authorization signed by the Customer, in a form satisfactory to the Company, semi-private listing service will be provided by the Company. With semi-private listing service the Customer listing is omitted or deleted from the Company's directories; however, these listings are contained in information records and will be furnished upon request of the calling party.

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6.19	Star Code	Access to	Voice Mail,	(Cont'd)

6.19.4 Pricing List, (Cont'd)

TBD
\$.30
TBD TBD \$.30

6.20 Voice Mail Features Package

6.20.1 <u>Description</u>

The Voice Mail Features package is an optional package that includes Message Waiting Indication, Busy Line Transfer, Alternate Answer and Star Code Access To Voice Mail Service. Message Waiting Indication provides for a visual and audible signal to be activated on a Network Access Line.

Busy Line Transfer automatically transfers incoming calls to alternate designated exchange numbers or to a Direct Inward Dialing (DID) Station Number when the called number is busy.

Alternate Answering automatically transfers incoming calls that encounter a do not answer condition after a predetermined number of rings to a designated exchange number or to a Direct Inward Dialing (DID) Station Number.

Star Code Access To Voice Mail Service is abbreviated dialing access to Voice Mail from the Customer premises via an abbreviated code (* and a two-digit code).

6.20.2 Terms and Conditions

The Voice Mail Features package is available where facilities permit and is subject to the Message Waiting Indication, Busy Line Transfer, Alternate Answer, and Star Code Access to Voice Mail optional feature provisions specified in this section of the price list.

The Voice Mail Features package is offered only in association with residence and business exchange services and unless specified otherwise, PBX trunks. Voice Mail Features package is not available with Centrex system stations, semi-public service or party line exchange service.

6.20.3 Prices

Service Elements

Nonrecurring Char	ge	TBL
Maximum Monthly	Price	TBD

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6.20	Voice	Mail Features Package, (Cont'd)	
	6.20.3	Prices, (Cont'd)	
		Residence Voice Mail Features Package	\$3.00
,		Business Voice Mail Features Package	. 3.00
	6.20.4	Pricing List	
		Service Elements	
		Nonrecurring Charge	. TBD . TBD
		Residence Voice Mail Features Package	\$1.2
		Business Voice Mail Features Package	. \$1.2

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6.21 <u>Custom Calling Service Features</u>

6.21.1 Description

Custom Calling Service Features are optional telecommunication services offered as additions to regular exchange service.

6.21.2 Definitions

Call Forwarding - Allows the Customer to activate and deactivate a transfer of all incoming calls to another dialable number.

Call Forwarding/TAS - Permits a Answering Service (TAS) subscriber to activate and deactivate a transfer of incoming calls to a TAS number.

Call Waiting - Provides a tone to alert a Customer with a call in progress that a second party is calling them, and allows the Customer to answer the incoming call while holding the original connection.

Three-Way Calling - Allows the Customer to add a third party to an established call without operator assistance.

6.21.3 Terms and Conditions

Custom Calling Service Features are offered only where facilities are available and properly provisioned.

Service Charges are not applicable when Custom or Advanced Custom Calling features are added to existing service if installed within 60 days of the date on which these features are initially offered from the serving central office.

Custom Calling Service Features will be provided in connection with all grades, types and classes of service, except for Coin or DID services and as indicated below for specific Custom Calling Service Features.

Call Forwarding - The Call Forwarding feature is not provided in connection with OUTWATS or INWATS services.

The quality of transmission of forwarded calls may vary depending on the distance and the routing necessary for the completion of a call.

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6.21 <u>Custom Calling Service Features</u>, (Cont'd)

6.21.3 Terms and Conditions, (Cont'd)

Therefore, the normal grade end-to-end transmission is not guaranteed on any forwarded calls.

If calls are transferred to a number served by the same or different central office switch, multiple calls will be transferred simultaneously provided there are sufficient facilities to accept the calls.

Call Forwarding/TAS is available only to TAS subscribers and must be ordered for installation on the TAS subscriber's exchange line by a TAS.

Call Waiting - The Call Waiting feature is not provided in connection with OUTWATS.

Three-Way Calling - The Three-Way Calling feature is not provided in connection with INWATS. The quality of transmission on three-way calls may vary depending on the distance and the routing necessary to complete the calls. Therefore, the normal grade end-to-end transmission is not guaranteed on any three-way call.

6.21.4 Prices

Pay Per Use - Certain Custom Calling Services are also available on an optional Pay Per Use basis to Customers that do not subscribe to the feature on a monthly basis. Such features are available on a Pay Per Use (per attempt) basis. The Customer will be charged for each attempt to activate the service, unless the central offices are not properly equipped.

These features will be available on a Pay Per Use basis only from equipped central offices to residence and non-residence Customers.

However, these features are not available on a Pay Per Use basis to Centrex or PBX Customers.

At the request of a Customer that does not subscribe to the feature on a monthly basis, access to the feature on Pay Per Use basis may be blocked. Such blocking will be provided at no charge to the Customer.

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6.21 <u>Custom Calling Service Features</u>, (Cont'd)

6.21.4 Prices (Cont'd)

1. Service Elements		
Maximum Monthly Price,	per line	TBD
-	Residence	<u>Business</u>
Call Waiting	\$9.40	\$18.20
Call Forwarding	8.00	8.00
Call Forwarding	8.00	8.00
Three-Way Calling	8.00	8.00
Maximum Per Attempt Ra	te (N)	TBD
Pav Per Use		TBD
Three-Way Calling	1.50	1.50 (N)

6.21.5 Pricing List

1. Service Elements
Monthly Price, per line

Call Waiting	ГBD
Call Forwarding	
Call Forwarding	
Three-Way Calling	

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6.22 Talking Call Waiting

6.22.1 <u>Description</u>

Talking Call Waiting allows a residential Customer to know who is calling while they are on the with another party. Talking Call Waiting enhances Call Waiting by allowing the Customer to hear who is calling after hearing the call waiting tone while the Customer is on the line. Any and all names will be voiced to the subscriber. This includes "private" or "unknown" to be voiced in the appropriate situation. Talking Call Waiting subscribers will hear both a call waiting tone plus the name of the calling party on an incoming call. The Customer then presses the switch hook-flash to place the current call on hold and talk to the call waiting party. Subsequent switch hook-flashes will allow the subscriber to "toggle" between the two parties, placing one on hold so that they can speak to the other party.

6.22.2 Terms and Conditions

Talking Call Waiting is available on a monthly subscription basis and must be subscribed to in conjunction with Call Waiting service.

Customers with more than one line will need to subscribe to the service for each line they wish to have Talking Call Waiting made available.

This service requires no additional adjunct or display equipment. Talking Call Waiting is not available on ISDN.

6.22.3 Prices

1. Service Elements

6.22.4 Pricing List

1. Service Elements

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6.8 Alert Service (Cont'd)

6.8.2 Regulations (Cont'd)

E. End User Designated Alarm Agency

The alarm company designated by the end user will be required to subscribe to at least two (2) company private line channels from its monitoring station to a Scan Alert network hub location. Connection to the network via a hub provides access to the message switch located on Company premises. The alarm agency will also be required to provide data terminal equipment that is compatible with the output from the Scan Alert message switch.

F. Suspension of Service

Suspension of service is not offered for this service.

6.8.3 Rates and Charges

The following rates and charges are in addition to those charged for other facilities required for operation in conjunction with Scan Alert.

The regulations contained in the appropriate price lists for the other facilities also apply.

1. Scan Alert Service Scan Alert Service per residence network access line equipped /SNK/ \$ 45.00 \(\) \$ 8.75 Scan Alert Service

6.8 <u>Alert Service</u> (Cont'd)

6.8.3 Rates & Charges (Cont'd)

per non-residence network access line equipped /SNK/ \$90.00 / \$10.50

2. UL AA Polling Option
UL AA Polling Option
per residence network access
line equipped /ASP/A9Z \$ 30.00 / \$ 3.00
UL AA Polling Option
per non-residence network access
line equipped /ASP/A9W/ \$30.00 / \$4.00

3. Scan Alert Wholesale Pricing Option Scan Alert Wholesale Pricing Option, per residence network access line equipped /SRE/ Residence and non-residence network access lines equipped:

0 to 500th..................\$60.00 / \$14.50 501st to 750th................\$60.00 / \$14.00 751st to 1000th.............\$60.00 / \$13.50 1001st or more..............\$60.00 / \$13.00

1001st or more...... \$120.00 / \$14.50

6.8 Alert Service (Cont'd)

6.8.3 Rates & Charges (Cont'd)

5. Scan Alert Contract Pricing Option
Scan Alert Contract Pricing
Option, per residence network
access line equipped* /SRE/
8 Port Capacity.............\$30.00 / \$14.00
32 Port Capacity..............\$30.00 / \$13.00
64 Port Capacity..............\$30.00 / \$12.00
96 Port Capacity.................\$30.00 / \$11.00
256 Port Capacity................\$30.00 / \$11.00
* See Paragraph A.4 preceding for minimum line requirements.
Nonrecurring Monthly
Charge Rate

6. UL AA Polling Option
UL AA Polling Option
per residence network access
line equipped /ASP/A9Z/ \$ 20.00 / \$ 3.00
UL AA Polling Option
per non-residence network access
line equipped /ASP/A9W/ \$20.00 / \$4.00

1001st or more...... \$45.00 / \$6.50

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6.8 <u>Alert Service</u> (Cont'd)

6.8.3 Rates & Charges (Cont'd)

64 Port Capacity...........\$15.00 / \$6.50 96 Port Capacity.........\$15.00 / \$6.00 256 Port Capacity.........\$15.00 / \$5.50

10. Scan Alert Contract Pricing Option (Cont'd)
Scan Alert Contract Pricing Option, per non-residence network access line equipped* /SBE/

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6.8 Alert Service (Cont'd)

6.8.3 Rates & Charges (Cont'd)

11. Scan Alert Change Charge

Maximum

Nonrecurring

Charge_

Scan Alert Change Charge,

per residential line...... \$30.00

Scan Alert Change Charge,

per business line...... \$30.00

Nonrecurring Monthly

Charge Rate

12. Scan Alert Contract Pricing

Option (Cont'd)

Scan Alert Contract Pricing

Option, per non-residence

network access line equipped

/SBE/

8 Port Capacity...... \$15.00 / \$ 9.75

64 Port Capacity.... \$15.00 / \$8.50

96 Port Capacity...... \$15.00 / \$8.00

256 Port Capacity \$15.00 / \$7.50

13. Scan Alert Change Charge

Nonrecurring

Charge

Scan Alert Change Charge.

per residential line...... \$ 15.00

Scan Alert Change Charge.

per non-residential line S15.00

6.9 <u>Billing Name and Address (BNA) Services</u>

6.9.1 <u>Description</u>

BNA is a service whereby the Company will provide billing information to an Interexchange Carrier (IXC), to the extent the names and addresses are available in Customer information data bases. The "Customer" for BNA service is an IXC and the BNA information is for use by the IXC in connection with its business.

6.9.2 Regulations

The name and address information will be obtained by the Company from its Customer information data bases. The name and address information will be provided for the calling number shown in the recorded Customer message detail to the extent a name and address exists in the Company Customer information data bases (e.g., some calling number names and addresses may be confidential). If the name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory requirements, the name and address information will not be provided unless the IXC is the Primary or Dial Up Interexchange Carrier or the IXC secures written permission from the end user and/or other party imposing the confidentiality requirement, for the Company to provide the information as requested by the IXC.

The request for name and address information will be provided in accordance with specifications provided by the Company.

At the request of an IXC, magnetic tape processing of the bill name and address information will be provided to the IXC. The Company will supply the magnetic tapes and the magnetic tapes will be provided without the return of previously supplied tapes. Unless specified otherwise by the IXC, the magnetic tapes will be sent to the IXC via first class U. S. Mail Service or other appropriate means. If expedited delivery is requested by the IXC, such expenses will be charged to the IXC.

However, the IXC may pick up the magnetic tapes at a location designated by the Company or request that the detail on the magnetic tapes or in a data file be data transmitted to the IXC.

6.9 Billing Name and Address (BNA) Services (Cont'd)

6.9.1 <u>Description</u> (Cont'd)

BNA output supplied by the Company is considered proprietary information. It will be provided to the IXCs for use by the IXCs in connection with its business. Any use of this information by the IXC's contractors, agents, or other third parties, not in connection with the IXC's business, shall be the responsibility of the IXC. The IXC shall affirm in writing that the Company is not responsible for the use by the IXC of this BNA information for purposes not in connection with the IXC's business.

6.9.2 Rates and Charges

Minimum monthly charge (up to 200 BNA requests)\$	
100.00	
Per request, in excess of 200 per month	50
Magnetic tape processing, per tape	00

6.10 <u>Listing Services</u>

6.10.1 General Provisions

The alphabetical directory is an alphabetical list of Customers, joint users and others for whom directory listings are provided. It is designed solely for the purpose of informing calling persons of the numbers of Customers and others listed therein. Accordingly, listings are intended solely for purposes of identification and are limited to information which is essential to such identification.

The rates and regulations in this paragraph 1 for directory listings apply to primary and additional listings in the alphabetical directory.

An alphabetical directory may include the listings for one or more exchange areas. More than one alphabetical directory may be included in directory book. In alphabetical directories selected by the Company, the pages are divided into two groups, one group of non-residence listings and one group of listings consisting solely of names of individuals.

- 1. Non-residence primary listings consisting solely of names of individuals will appear in both groups at no charge.
- 2. Non-residence additional listings consisting solely of names of individuals will appear in both groups without charge for the additional appearance.
- 3. Special types of additional listings will appear in both groups without charge for the additional appearance under the following conditions:
 - a. Alternate listings, provided that they are indented under nonresidence primary or regular additional listings that are listings consisting solely of names of I individuals; and
 - b. All other special types of additional listings, provided that they are listings consisting solely of names of individuals and are indented under non-residence primary or regular additional listings.

Residence primary or additional listings will appear in both groups without charge for the additional appearance, provided that they are indented under non-residence primary or regular additional listings consisting solely of names of individuals.

6.10 <u>Listing Services</u> (cont'd.)

6.10.1 General Provisions, (Cont'd.)

Special prominence or arrangement of names is not permitted nor is the listing of a service, commodity or trade name except when such service, commodity or trade name is a part of the name under which the listed party is doing business.

The Company will refuse a listing which does not constitute a legally authorized or adopted name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is intended for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

The length of any listing is limited by the use of abbreviations, where, in the opinion of the Company, the clearness of the listing and the identification of the listed party is not impaired thereby. Where more than one line is required to properly list the party, no additional charge is made.

In connection with non-residence service, a designation, i.e., an abbreviated descriptive term characterizing the listed party's business in a general way, may be furnished as part of the listing unless the character of the listed party's business is already apparent from the form of the corporate or firm name, in which case the designation is unnecessary and is not furnished.

The form of listings must conform to the Company's specifications with respect to its directories.

Listings are regularly provided in connection with exchange service of all classes, grades and types, except public service, dormitory individual lines and Centrex dormitory station lines.

6.10 <u>Listing Services</u> (Cont'd)

6.10.2 Primary Listings

One listing without charge, termed the primary listing, is provided for each call number in connection with exchange service (including semi-public). In cases where two or more non-residence services are arranged in a group of rotary numbers, all of such numbers so arranged are identified by but one call number.

A call number is the number designation with which a Customer's service is identified.

One primary listing is provided for each PBX, Centrex, Exhibition Hall and Airport Switching system. In connection with PBX systems with DID, Centrex and Exhibition Hall system primary listings, the Company will

include, without charge, informative wording to indicate that stations of the system may be dialed direct when the numbers of the stations are known.

One primary listing is provided for each joint user and dormitory service are not listed in the directory.

The primary listing is ordinarily the name of the Customer or joint user, or the name under which a business is regularly conducted. Where the service is contracted for by one party for the use of a second party, the primary listing may be the name of the second party.

A dual name listing is comprised of a surname, two first names, an address and number. This listing may be provided as the primary listing associated with residence service for two persons who share the same surname and reside at the same address or for a person known by two first names.

6.10 Listing Services (Cont'd)

6.10.3 Additional Listings

A. Non-residence Additional Listings

Non-residence additional listings are listings in addition to the primary listing furnished in connection with non-residence service and may be:

- Names of partners or members, if the Customer or joint user is a partnership;
- Names of officers, it the Customer or joint user is a corporation;
- Names of representatives or employees of the Customer or joint user;
- Bona fide names of firms which the Customer or joint user owns or controls or is duly authorized to represent
- Names of patrons participating i n resale or shared use of the Customer's service or equipment
- Non-residence additional listings are not permitted in connection with residence service.

6.10 <u>Listing Services</u> (Cont'd)

6.10.3 Additional Listings (Cont'd)

B. Residence Additional Listings

Residence additional listings are listings in addition to the primary listing furnished in connection with residence service and may be the names of members of the Customer's family or of other persons residing in the Customer's household. Such listings may also be in the form of dual name listings as described in B-7 preceding.

Residence additional listings are also permitted in connection with non-residence service which is located in a residence and for permanent guests residing in a transient hotel, motel, or club, and tenants in an apartment house or apartment hotel.

C. Addresses and Numbers of Additional Listings

Ordinarily, all additional listings are of the same address and number as the primary listings, except in the case of alternate listings and listings for systems or services with in-dialing. When it appears necessary as an aid to the use of the directory and provided satisfactory service can be furnished, a listing will be permitted under the address of a station installed on premises of the Customer, but at an address different from that of the main station service.

Additional listings for Centrex and Exhibition Hall Systems and PBX Systems with DID

Where additional listings associated with Centrex and Exhibition Hall systems, and PBX systems with DID, use the number associated with the primary listing, the informative wording described in B-3 preceding may also be provided with such additional listings without additional charge.

D. Special Types of Additional Listings

1. Duplicate listings - listings of nicknames, abbreviated names, names which are commonly spelled in more than one way, and rearrangements of names are permitted when, in the opinion of the Company, they are not desired to secure a preferential position in the directory or for advertising purposes.

Issued: October 30, 2000 Effective: , 2000

Kurt Packer Senior V.P. - Business Operations One SeaGate - Suite 1160 Toledo, Ohio 43604

- 6.10 <u>Listing Services</u> (Cont'd)
 - 6.10.3 Additional Listings (Cont'd)
 - D. Special Types of Additional Listings, (cont'd.)
 - 2. Cross-Reference Listings Names which are commonly spelled in more than one way; Names of formerly existing businesses which have been superseded by that of the Customer; Rearrangement of names when such rearrangement is not for the purpose of securing a preferential position in the directory or for advertising purposes; Cross-reference listings consists of a name, a reference to the primary listing, and, if desired, a number. Such listings do not include an address; however, if the number is included, the city and state involved must also be shown when a message toll call is involved.
 - 3. Alternate listings listings which refer calling persons to another number at night and on Sundays and holidays, or in case no answer is received on the call to the primary number, are permitted for all classes of service. The alternate number may be that of another Customer's service. In such case, the consent of the other Customer must be obtained before the alternate listing is furnished.
 - 4. Foreign Listings listings in an alphabetical directory of an exchange other than that in which the listed service is furnished are furnished under the provisions applicable to regular additional listings in the alphabetical directory in which the foreign listing appears.
 - 5. Private Listing Service Upon receipt of an authorization signed by the Customer, in a form satisfactory to the Company, the name of that Customer and the number assigned to the service furnished to him will be omitted or deleted from the Company's directories and his number will be omitted or deleted from its information records. The Company will endeavor to prevent the disclosure of the number, but shall not be liable should such number be divulged through inadvertence, or under the following circumstances where the number will be disclosed:

6.10 <u>Listing Services</u> (Cont'd)

6.10.3 Additional Listings (Cont'd)

5. (continued)

- a. Where the private listing service Customer calls the enhanced universal emergency number (i.e. 911) to the extent that the originating number, address and name associated with the originating number are furnished to the 911 service Public Service Answering Points.
- b. Where the private listing service Customer calls the number of a Customer subscribing to Caller ID, without using Calling Party Number Blocking, to the extent that the originating number is displayed on a Caller ID display device, here the private listing service Customer is called back by a Customer who subscribes to and uses Automatic Callback to return the call to the extent that the originating number is displayed within the call detail section of the Automatic Callback subscriber's billing statement.
- c. Where the private listing service Customer calls another Customer, who interprets the phone call as a harassing or threatening call and uses the Call Trace service to have the calling party number and further information referred to the local law enforcement agency. The extent to which pursuit continues would depend upon the law enforcement agency.
- d. Where the private listing service Customer calls a Customer who subscribes to and uses the Advanced Custom Calling Service Call Screening, the calling Customer can prevent the possible exposure of his/her number by using Calling Party Number Blocking. This feature is available where Call Screening is available.
 - 1. The Company will furnish, upon request, the name of the Customer to exchange service where such service is used to provide recorded announcements.

- 6.10 <u>Listing Services</u> (Cont'd)
 - 6.10.3 Additional Listings (Cont'd)
 - 5. (continued)
 - d. (continued)
 - 2. Customers to private listing service, regardless of whether such service is subject to the monthly rate set forth in this section, have the option of requesting the Company to relay emergency messages from persons attempting to reach such Customers. The Company will not challenge the calling party's statement that an emergency exists, nor make any attempt to determine the importance of such emergency. Such messages will be billed to the private listing service Customer at the message rate set forth in E following.
 - e. The Company shall not be obligated to complete exchange or message toll calls to such Customers, by number.
 - 6. Semi-Private Listing Service

Upon receipt of an authorization signed by the Customer, in a form satisfactory to the Company, semi-private listing service will be provided by the Company. With semi-private listing service the Customer listing is omitted or deleted from the Company's directories; however, these listings are contained in information records and will be furnished upon request of the calling party.

STATE OF FLORIDA



PUBLIC SERVICE COMMISSION

2540 SHUMARD OAK BOULEVARD TALLAHASSEE, FL 32399-0850

TO: John M. Beahn, Esquire

Fax #: 6W12023935760

FROM: Records Fax Server

RE:

Note: This fax was generated by the Case Management System.

Multiple attempts will be made to fax this document. If all attempts fail, you will automatically be sent a copy of the document by U.S. Mail. You do not need to call to report a fax failure.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for certificate to provide alternative local exchange telecommunications service by Available Telecom Services, Inc.

In re: Application for certificate to provide alternative local exchange telecommunications service by Dynamic Telcom Engineering I, L.L.C.

In re: Application for certificate to provide alternative local exchange telecommunications service by Evolution Networks South, Inc.

In re: Application for certificate to provide alternative local exchange telecommunications service by Global Telelink Services, Inc.

DOCKET NO. 001390-TX

DOCKET NO. 001511-TX

DOCKET NO. 001290-TX

DOCKET NO. 000807-TX
ORDER NO. PSC-00-2361-CO-TX
ISSUED: December 8, 2000

CONSUMMATING ORDER

BY THE COMMISSION:

By Order No. PSC-00-2173-PAA-TX, issued November 15, 2000, this Commission proposed to take certain action, subject to a Petition for Formal Proceeding as provided in Rule 25-22.029, Florida Administrative Code. No response has been filed to the order. It is, therefore,

ORDERED by the Florida Public Service Commission that Order No. PSC-00-2173-PAA-TX has become effective and final. It is further

ORDERED that these dockets shall be closed.

ORDER NO. PSC-00-2361-CO-TX
DOCKETS NOS. 001390-TX, 001511-TX, 001290-TX, 000807-TX
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By ORDER of the Florida Public Service Commission, this 8th day of December, 2000.

/s/ Blanca S. Bayó
BLANCA S. BAYÓ, Director
Division of Records and Reporting

This is a facsimile copy. A signed copy of the order may be obtained by calling 1-850-413-6770.

(SEAL)

FRB

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any judicial review of Commission orders that is available pursuant to Section 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Director, Division of Records and Reporting and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for certificate to provide alternative local exchange telecommunications service by Available Telecom Services, Inc.

In re: Application for certificate to provide alternative local exchange telecommunications service by Dynamic Telcom Engineering I, L.L.C.

In re: Application for certificate to provide alternative local exchange telecommunications service by Evolution Networks South, Inc.

In re: Application for certificate to provide alternative local exchange telecommunications service by Global Telelink Services, Inc.

DOCKET NO. 001390-TX

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DOCKET NO. 001290-TX

DOCKET NO. 000807-TX
ORDER NO. PSC-00-2173-PAA-TX
ISSUED: November 15, 2000

The following Commissioners participated in the disposition of this matter:

J. TERRY DEASON, Chairman
E. LEON JACOBS, JR.
LILA A. JABER
BRAULIO L. BAEZ

NOTICE OF PROPOSED AGENCY ACTION
ORDER GRANTING CERTIFICATES TO
PROVIDE ALTERNATIVE LOCAL EXCHANGE
TELECOMMUNICATIONS SERVICES

ORDER NO. PSC-00-2173-PAA-TX
DOCKETS NOS. 001390-TX, 001511-TX, 001290-TX, 000807-TX
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BY THE COMMISSION:

NOTICE is hereby given by the Florida Public Service Commission that the action discussed herein is preliminary in nature and will become final unless a person whose interests are substantially affected files a petition for a formal proceeding, pursuant to Rule 25-22.029, Florida Administrative Code.

The entities listed below have applied for certificates to provide Alternative Local Exchange Telecommunications (ALEC) service, pursuant to Section 364.337, Florida Statutes. Upon review of their applications, it appears that these entities have sufficient technical, financial, and managerial capability to provide such service. Accordingly, we hereby grant to each of these entities the certificates depicted below, which shall authorize them individually to provide ALEC services statewide, except that the ALEC may not offer basic local telecommunications service within the territories of earnings-regulated small local exchange companies, as set forth in Section 364.337(1), Florida Statutes.

ENTITY'S NAME	CERTIFICATE NO.
Available Telecom Services, Inc.	7638
Dynamic Telcom Engineering I, L.L.C.	7663
Evolution Networks South, Inc.	7668
Global Telelink Services, Inc.	7670

If this Order becomes final and effective, it will serve as each entity's certificate. Each entity should, therefore, retain this Order as proof of certification.

ALEC providers are subject to Chapter 25-24, Florida Administrative Code, Part XV, Rules Governing Telecommunications Service Provided by Alternative Local Exchange Companies. ALEC providers are also required to comply with all applicable provisions of Chapter 364, Florida Statutes, and Chapters 25-4, Florida Administrative Code.

In addition, Section 364.337(2), Florida Statutes, requires ALECs which provide basic local telecommunications service to provide access to 911 services. This Commission has no rules

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specifying the 911 services that either an Incumbent Local Exchange Company (ILEC) or an ALEC must provide; however, 911 service that is inferior to that provided by the ILEC would clearly not be in the public interest. Accordingly, we find that Section 364.337(2), Florida Statutes, requires ALECs which provide basic local telecommunications services to provide at least the same level of 911 services as that provided by the ILEC serving the same area.

Further, under Section 364.336, Florida Statutes, certificate holders must pay a minimum annual Regulatory Assessment Fee (RAFs) of \$50 if the certificate was active during any portion of the calendar year. A RAFs Return notice will be mailed to each of the entities listed above. Neither the cancellation of its certificate nor the failure to receive a RAFs Return notice shall relieve any of these entities from its obligation to pay RAFs.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that we hereby grant, to the entities listed herein, certificates to provide Alternative Local Exchange Telecommunications service, subject to the terms and conditions set forth in the body of this Order. It is further

ORDERED that this Order shall serve as each entity's certificate and should, therefore, be retained by these entities as proof of certification. It is further

ORDERED that each Alternative Local Exchange Telecommunications company which provides basic local telecommunications services shall provide at least the same level of 911 services as that provided by the incumbent local exchange company serving the same area. It is further

ORDERED that any protest to the action proposed herein shall specify the entity or entities to which it applies. It is further

ORDERED that, if a protest is filed as to the certification of any particular entity or entities, that protest shall not prevent the action proposed herein from becoming final with regard to the remaining entities listed in this Order. It is further

ORDERED that the provisions of this Order, issued as proposed agency action, shall become final and effective upon the issuance of a Consummating Order unless an appropriate petition, in the form

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provided by Rule 28-106.201, Florida Administrative Code, is received by the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassec, Florida 32399-0850, by the close of business on the date set forth in the "Notice of Further Proceedings or Judicial Review" attached hereto. It is further

ORDERED that in the event this Order becomes final, these Dockets shall be closed.

By ORDER of the Florida Public Service Commission, this <u>15th</u> day of <u>November</u>, <u>2000</u>.

/s/ Blanca B. Bayó

BLANCA S. BAYÓ, Director Division of Records and Reporting

This is a facsimile copy. A signed copy of the order may be obtained by calling 1-850-413-6770.

(SEAL)

KMP

ORDER NO. PSC-00-2173-PAA-TX
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NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing that is available under Section 120.57, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

The action proposed herein is preliminary in nature. Any person whose substantial interests are affected by the action proposed by this order may file a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code. This petition must be received by the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on December 6, 2000.

In the absence of such a petition, this order shall become final and effective upon the issuance of a Consummating Order.

Any objection or protest filed in this docket before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.