

63 OCT 27 AM 10: 08

COMMISSION CLERK

October 22, 2003

Division of the Commission Clerk and Administrative Services 2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Enclosed are Price Lists covering Litestream Technologies, LLC.

The first price list covers Litestream's operation as an IXC. The second price list covers Litestream's operation as an ALEC.

Any questions should be directed to Mr. Rick Hager on (813) 375-3479

Sincerely,

M. J. Hager Vice President

03 OCT 27 AM 9: 34

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of Intrastate InterLATA services by Litestream Technologies, LLC. with principal offices at 3550 West Waters Street, Tampa, FL 33614. This tariff applies for services furnished within the state of Florida. This tariff is on file with the Florida Public Service Commission and copies may be inspected during normal business hours at the Company's principal place of business.

ISSUED: October 15, 2003

EFFECTIVE: November 1, 2003

CHECK SHEET

The sheets listed below, which are inclusive of this tariff, 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 tariff and are currently in effect as of the date of the bottom of this page.

SHEET	REVISION
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original

TABLE OF CONTENTS

Title Sheet	1
Check Sheet	2
Table of Contents	3
Symbols Sheet	4
Section 1 - Technical Terms and Abbreviations	5
Section 2 - Rules and Regulations	6
Section 3 - Description of Service	9
Section 4 - Rates	

EFFECTIVE: November 1, 2003

SYMBOLS SHEET

- **D** Delete Or Discontinue
- I Change Resulting In An Increase to A Customer's Bill
- M Moved From Another Tariff Location
- N New
- R Change Resulting In A Reduction To A Customer's Bill
- T Change in Text Or Regulation But No Change In Rate Or Charge

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement that connects the customer's location to the Company's network switching center.

Company or Carrier - Litestream Technologies, LLC.

Customer - the person, firm, corporation or other entity that orders service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

Day - From 8:00 AM up to but not including 5:00 PM local time Sunday through Friday. Evening - From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

Holidays - The Company's recognized holidays are New Year's Day, July 4th, Thanksgiving Day, Christmas Day.

Night/Weekend - From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company's services and facilities are furnished for communications originating at specified points within the state of Florida under terms of this tariff. The Company's installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangement. The Company's services and facilities are provided on a monthly basis unless ordered on a longer-term basis, and are available twenty-four hours per day, seven days per week.

2.2 Limitations

- 2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.
- 2.2.2 The Company's reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control: or when the customer is using service in violation of the law or the provisions of this tariff.
- 2.2.3 All facilities provided under this tariff are directly controlled by the Company and the customer may not transfer or assign the use of service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.4 All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

2.3 Liabilities of the Company

- 2.3.1 The Company's liability arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which the aforementioned faults in transmission occur, unless ordered by the Commission.
- 2.3.2 The Company shall be indemnified and held harmless by the customer against:
- (A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over the Company's facilities.
- (B) All other claims arising out of any act or omission of the customer in connection with any service or facility provided by the Company.

2.4 Interruption of Service

2.4.1 Most services provided under this tariff are provided on a demand basis and are billed on a usage basis. However, in the case of services provided continuously on a

ISSUED: October 15, 2003

Facilities based Carrier, Reseller TJ702

monthly basis, credit for certain interruptions of service may be appropriate. Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the customer, or due to the failure of channels or equipment provided by the customer, are subject to the general liability provisions set forth in Subsection 2.3.1. It shall be the customer's obligation to notify the Company immediately of any service interruption for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by the customer within his control, or equipment, if any, furnished by the customer and connected to the Company's facilities. No refund or credit will be made for the time that the Company stands ready to repair the service and the subscriber does not provide access to the Company for such restoration work.

2.4.2 No credit shall be allowed for an interruption of a continuous duration of less than twenty-four hours after the subscriber notifies the Company.

2.4.3 The customer shall be credited for an interruption of more than twenty-four hours as follows:

Credit Formula:

Credit = $A/720 \times C$

"A" - outage time in hours

"B" - each month is considered to have 720 hours

"C" - total monthly charge for affected facility

2.5 Disconnection of Service by Carrier

The company (carrier), upon 5 working days written notice to the customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- 2.5.1 Non-payment of any sum due to carrier for regulated service for more than thirty days beyond the date of rendition of the bill for such service.
- 2.5.2 A violation of any regulation governing the service under this tariff.
- 2.5.3 A violation of any law, rule, or regulation of any government authority having jurisdiction over such service.
- 2.5.4 Service may be disconnected without notice for tampering with company equipment, for interfering with the service to other customers, for fraud, or in the event of a hazardous condition.

2.6 Deposits

The Company may require a deposit from the customer to cover anticipated charges.

2.7 Advance Payments

For customers whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the

ISSUED: October 15, 2003

next month's charges and if necessary a new advance payment will be collected for the next month.

2.8 Taxes

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

2.9 Billing of Calls

All charges due by the subscriber are payable at any agency duly authorized to receive such payments. Any objection to billed charges should be promptly reported to the Company. Adjustments to customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

ISSUED: October 15, 2003

SECTION 3 - DESCRIPTION OF SERVICE

3.1 Timing of Calls

3.1.1 When Billing Charges Begin and End For Phone Calls

The customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver, (i.e. when 2 way communication, often referred to as "conversation time" is possible.). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

3.1.2 Billing Increments

The minimum call duration for billing purposes is 1 minute for a connected call and calls beyond 1 minute are billed in 1-minute increments.

3.1.3 Per Call Billing Charges

Billing will be rounded up to the nearest penny for each call.

3.1.4 Uncompleted Calls

There shall be no charges for uncompleted calls.

3.3 Minimum Call Completion Rate

A customer can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 90% during peak use periods for all dialed services.

3.4 Service Offerings

3.4.1 Litestream Long Distance Service

Litestream Long Distance Service is offered to residential and business customers. The service permits direct dialed outbound calling at a single per minute rate. Service is provided from presubscribed, dedicated or shared use access lines. Calls are billed in one-minute increments. Monthly recurring charges or minimum monthly billing requirements may apply, depending on the service plan selected.

3.4.2 Litestream 800/888 (Inbound) Long Distance Service

Litestream 800/888 (Inbound) Long Distance Service is offered to residential and business customers. The service permits inbound 800/888 calling at a single per minute rate. Service is provided from presubscribed, dedicated or shared use access lines. Calls are billed in six-second increments, with a six second minimum call duration. In addition to the usage charges, a monthly service charge of \$4.95 applies.

ISSUED: October 15, 2003

LITESTREAM TECHNOLOGIES, LLC

Facilities based Carrier, Reseller TJ702

Florida Price List No. 1 Original Sheet

EFFECTIVE: November 1, 2003

3.4.3 Litestream Calling Card Service

Litestream Calling Card Service is a calling card service offered to residential and business customers who subscribe to a Litestream Long Distance Service calling plan. Customers using the Carrier's calling card service access the service by dialing a 1-800 number followed by an account identification number and the number being called. This service permits subscribers utilizing the Carrier's calling card to make calls at a single per minute rate. Calls are billed in one (1) minute increments after the initial minimum period of one (1) minute. There are no nonrecurring or monthly recurring charges.

3.4.4 Operator Services

The Company's Long Distance operator services are provided to residential and business customers who "presubscribe" to a Litestream Long Distance Service calling plan. Operator services include the completion of collect, station-to-station, person-to-person, third party billing and credit card calls with the assistance of a Carrier operator. Each completed operator assisted call consists of two charge elements (except as otherwise indicated herein):

(i) a fixed operator charge, which will be dependent on the type of billing selected (e.g., calling card, collect or other) and/or the completion restriction selected (e.g., station-to-station or person-to-person); and (ii) a measured usage charge dependent upon the duration, distance and/or time of day of the call.

3.4.4.A Operator Dialed Surcharge

This surcharge applies to calls when the customer has the capability of dialing all the digits necessary to complete a call, but elects to dial only the appropriate operator code and requests the operator to dial the called station. The surcharge does not apply to:

- 1) Calls where a customer cannot otherwise dial the call due to defective equipment or trouble on the Litestream Technologies, LLC. network, and
- 2) Calls in which a Company operator places a call for a calling party who is identified as being handicapped and unable to dial the call because of his/her handicap. The Operator Dialed Surcharge applies in addition to any other applicable operator charges.

ISSUED: October 15, 2003

LITESTREAM TECHNOLOGIES, LLC

Facilities based Carrier, Reseller TJ702

11

SECTION 4 - RATES

4.1 Litestream Long Distance Service

Rate per minute – not to exceed \$0.10 per minute Plan is billed in full minute increments.

4.2 Litestream 800/888 (Inbound) Long Distance Service

Rate per minute – not to exceed \$0.12 per minute
Plan is billed in six-second increments with a six second minimum.

4.3 LITESTREAM Calling Card Service

Rate per minute – not to exceed \$0.20 per minute. Plan is billed in full minute increments.

4.4 Operator Services (For presubscribed customers)

4.4.1 Usage Rates: The appropriate rate found under 4.1 or 4.3 shall apply.

4.4.2 Operator Charges:

Collect Station-to-Station \$1.00

Collect Person-to-Person \$3.25

Person-to-Person \$3.25

Station-to-Station \$1.00

Customer Dialed Calling Card \$1.00

Operator Dialed Calling Card \$1.75

Operator Dialed Surcharge \$1.00

4.5 Payment of Calls

4.5.1 Late Payment Charges

A late payment Charge of 1.5% per month will be assessed on all unpaid balances more than thirty days old.

4.5.2 Return Check Charges

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds if the face value does not exceed \$50.00, \$30.00 if the face value does exceed \$50.00 but does not exceed \$300.00, \$40.00 if the face value exceeds \$300.00 or 5% of the value of the check, which ever is greater.

4.6 Restoration of Service

A reconnection fee of \$25.00 per occurrence is charged when service is re-established for customers who had been disconnected for non-payment.

ISSUED: October 15, 2003

By: M. J. Hager Vice President 3550 West Waters Tampa, FL 33614 EFFECTIVE: November 1, 2003

LITESTREAM TECHNOLOGIES, LLC

Facilities based Carrier, Reseller TJ702

Florida Price List No. 1 Original Sheet

EFFECTIVE: November 1, 2003

4.7 Special Promotions

The company will, from time to time, offer special promotions to its customers waiving or reducing certain charges.

4.8 Special Rates For The Handicapped

4.8.1. Telecommunications Relay Service

For intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay service calls by 50 percent off of the otherwise applicable rate for a voice non-relay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent off of the otherwise applicable rate for a voice non-relay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

ISSUED: October 15, 2003

FLORIDA TELECOMMUNICATIONS PRICE LIST OF LITESTREAM TECHNOLOGIES, LLC.

All text is shown as new due to reissue of all Tariff Sections.

This price list contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for alternative local exchange telecommunications services provided by LITESTREAM TECHNOLOGIES, LLC, with principal offices at 3550 West Waters, Tampa, FL 33614. This price list applies for services furnished within the state of Florida. This price list is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

ISSUED: October 15, 2003 By: M. J. Hager Vice President 3550 West Waters Tampa, FL 33614

CHECK SHEET

The sheets listed below, which are inclusive 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 at the bottom of this page.

SHEET 1	<u>REVISION</u> Original
	Original
2 3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original

TABLE OF CONTENTS

Title Sheet	1
Check Sheet	2
Table of Contents	3
Symbols	
Section 1 - Technical Terms and Abbreviations	5
Section 2 - Rules and Regulations	7
Section 3 - Basic Service Description and Rates	
Section 4 - Lifeline and Linkup	13
Section 5 - Access Services	

EFFECTIVE: November 1, 2003

SYMBOLS SHEET

The following are the symbols used for the purposes indicated below:

- D Delete Or Discontinue
- I Change Resulting In An Increase to A Customer's Bill
- M Moved From Another Price List Location
- N New
- R Change Resulting In A Reduction To A Customer's Bill
- T Change in Text Or Regulation But No Change In Rate Or Charge
- A. Check Sheets When a price list filing is made with the FPSC, an updated check sheet accompanies the price list filing.
- **B. Sheet Numbering and Revision levels** Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the price list. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between existing sheets 14 and 15 would be 14.1. Revision levels also appear in the upper right corner of each page. These levels are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised sheet 14 cancels the 3rd revised sheet 14.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement, which connects the customer's location to the Company's network switching center.

Authorization Code - A numerical code, one or more of which are available to a customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities an to identify the customer for billing purposes.

Call Forwarding - A local exchange feature, which permits the user to have his incoming calls transferred automatically to any other access line.

Call Forwarding – Busy Line – An optional feature, which automatically routes incoming calls to another access line when the called access line is busy.

Company or Carrier - LITESTREAM TECHNOLOGIES, LLC

Central Office - A location where there is an assembly of equipment that establishes the connections between subscriber access lines, trunks, switched access circuits, private line facilities, and special access facilities with the rest of the telephone network. **Customer** - The person, firm, corporation or other entity, which orders, service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

Customer Premises - The discrete real property owned, leased or controlled by a customer for the customer's own business or residential purposes.

Customer Premises Equipment (CPE) - Terminal equipment located on the customer's premises, and in inventory, such as telephone sets, data terminal equipment, private branch exchange equipment, key system equipment, dialers and other supplemental equipment. CPE does not include subscriber multiplexing terminal equipment, subscriber pair gain equipment, or telecommunications devices for the deaf (TDD).

Demarcation Point - The point of physical interconnection (connecting block, terminal strip, jack, protector or remote isolation device) between the telephone network and the customer's premises wiring. This point is part of the telephone network, provided and maintained by the Company under tariff. The location of this point is:

- a. Single Line/Single Customer Building Either at the point of physical entry to the building or a junction point as close as practicable to the point of entry.
- b. Single Line/Multi Customer Building Within the customer's premises at a point easily accessed by the customer.
- c. Multi Line Systems At a point within the same room and within 25 feet of the FCC registered terminal equipment

Exchange - The entire telephone plant and facilities used in providing telephone service to subscribers located in an exchange area

ISSUED: October 15, 2003

EFFECTIVE: November 1, 2003

LITESTREAM TECHNOLOGIES, LLC ALEC TX681

Installation Charge - A nonrecurring charge applying to the provision of certain items of equipment; facilities, or services. In this document Installation Charge is use interchangeably with the term Service Connection Charge.

Intra-LATA Toll Messages - Those toll messages, which originate and terminate within the same LATA.

Lifeline - A low-income assistance program, available to qualified residential subscribers, which reduces monthly charges for local service through credits supported by federal and Company funds.

Linkup - A low-income assistance program, available to qualified residential subscribers, which reduces charges for connection of service through credits supported by federal funds.

Local Access and Transport Area (LATA) - A geographic area established for the Administration of Communications Service. It encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Service - A type of localized calling whereby a subscriber can complete calls from his telephone to other telephones within a specified area without the payment of long distance charges.

Local Service Area - The area within which telephone service is furnished subscribers under a specific schedule of exchange rates and without long distance charges. A local service area may include one or more exchange service areas.

Message - a completed telephone call.

Network Interface - A standard Registration Program Jack or equivalent provided by the Company as a part of exchange Services. The Network Interface may be located either inside or outside the subscriber premises. All premises services will connect to the telecommunications network through the Network Interface.

Subscriber - Any person or organization furnished communication services by the Company under the provisions and regulations of its price lists and tariffs.

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The company provides local telephone service to its customers for their direct transmission and reception of voice, data, and other types of electronic communications. The company's services are provided on a monthly basis (unless otherwise stated in this tariff/price list) and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Limitations on Service

Services are offered subject to the availability of the necessary facilities and/or equipment. The company reserves the right to provide services only to and from locations where the necessary facilities and/or equipment are available. The minimum service term is one month.

2.3 Restoration of Service

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations and any applicable Florida PSC rules, which specify the priorities for such activities.

2.4 Unlawful Use of Service

Services are furnished subject to the condition that they will not be used for unlawful purposes. Service will be discontinued if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service is being used in violation of law. The Company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of law.

2.5 Cancellation of Service for Cause

The Company may without notice, or with notice and allowing a reasonable time for the customer to remedy any deficiency, either suspend service or terminate the subscriber's contract without suspension of service or, following a suspension of service, disconnect the service and remove any of its equipment from the subscriber's premises upon:

2.51 Without Notice

- a. Abandonment of the service.
- b. Use of service in such a way as to impair or interfere with the service of other subscribers.
- c. Abuse or fraudulent use of service, including, but not limited to:
 - (1) The use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information without payment of the charge applicable for the service;
 - (2) The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain, long distance message telephone service, by rearranging, tampering with, or making connection with any facilities of the Company, or by

ISSUED: October 15, 2003

- any fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service;
- (3) The use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other customers.

2.52 With Notice

- a. Failure of a subscriber to make suitable deposit as required by this Tariff.
- b. Impersonation of another with fraudulent intent.
- c. Nonpayment of any sum due for exchange, long distance or other services, except that the following shall not constitute sufficient cause for suspension or termination of service:
 - (1) Delinquency in payment for service by a previous occupant of the premises unless the current customer occupied the premises at the time the delinquency occurred and the previous customer continues to occupy the premises and shall benefit from such current service.
 - (2) Failure to pay for business service at a different location and telephone number shall not constitute grounds for suspension or termination of residence service or vice versa.
 - (3) Nonpayment of a bill of another customer as guarantor thereof.
 - (4) Delinquency in payment for service by a present occupant who was delinquent at another address and subsequently joined the household of the subscriber in good standing.
 - (5) Delinquency in payment for separate telephone service of another subscriber in the same residence.

Residential customers whose telephone services have been temporarily denied for nonpayment will continue to have access to 911 Service (outgoing service only).

- d. Use of service or facilities for calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another.
- e. Any other violation of the Company's rules and regulations applying to subscriber's contracts or to the furnishing of service.
- f. Use of a service for the purpose of performing any service in competition with the local exchange service, which the Company may now or hereafter furnish.
- g. The Company reserves the right to cancel any contract for service with and to discontinue service to any person who uses or permits the use of obscene, profane or grossly abusive language over or by means of the Company's facilities, and who, after reasonable notice fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.

2.6 Residence Service for Company Employees

Discounted/Concession Residence Service may be made available to Company Employees.

ISSUED: October 15, 2003 By: M. J. Hager Vice President 3550 West Waters Tampa, FL 33614

2.7 Official Service for Company locations

Discounted/Concession Service may be made available to Company business locations.

2.8 Credit and Deposits for Applicants

The Company may, in order to safeguard its interests, require an applicant or an existing customer to establish satisfactory credit, or pay a reasonable cash deposit, as set forth in the following:

After a residential customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the customer's deposit providing the customer has not in the preceding 12 months

- 1. made more than one late payment of a bill
- paid with a check refused by a bank,
- 3. been disconnected for nonpayment or at any time
- 4. used service in a fraudulent or unauthorized manner.

The Company, at its sole discretion, may elect to return a deposit to a residential customer in less than 23 months.

Deposits of business customers may be refunded, in whole or in part, at the option of the Company at any time. When a business customer qualifies under the same conditions as specified for residential customers preceding, the

Company may at its option refund the deposit in whole or in part, or pay the higher rate of interest specified below.

Upon termination of service, the deposit and accrued interest may be credited by the Company against the final account and the balance, if any, shall be returned promptly to the customer but in no event later than 45 days after service is discontinued.

2.9 Interest On Deposits

All deposits required by the Company shall bear interest at 6 percent per annum to begin and run from the date said deposit is made.

2.10 Liability of the Company

The liability of the Company for damages arising out of impairment of service provided to its subscribers such as defects or failure in facilities furnished by the Company or mistakes, omissions, interruptions, preemptions, delays, errors or defects in the provision of its services set forth herein or any portion of its services, occurring in the course of furnishing such facilities or services and not caused by the negligence of the subscriber, or of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to the subscriber for the period of service during which such mistake, omission, interruption, preemption, delay, error or defect in transmission or defect or failure in facilities or services occurs.

The Company shall not be liable for direct or consequential damage(s) arising out of

ISSUED: October 15, 2003

EFFECTIVE: November 1, 2003

mistakes, omissions, preemptions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company, (1) caused by customer-provided equipment (except where a contributing cause is the malfunctioning of a company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to the proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, preemption, delay, error, defect in transmission or injury occurs), or (2) not prevented by customer-provided equipment but which would have been prevented had company-provided equipment been used.

SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES

3.1 Service Description

The Company offers a full array of local residential and business telecommunications services. These services are generally offered in packages, which allow the company to bundle a group of services into a single offering with a substantial discount. In many cases, the local services may be bundled with other telecommunications offerings such as long distance for even more attractively priced packages.

3.2 Rates

The rates specified in this section are "ala carte" rates for the purchase of individual services. The rates charged for the listed services will not exceed the amounts listed. However, in most cases, services are sold in the form of bundled packages, which allow substantial discounts from the displayed prices. These packages may be marketed under various promotional names, but the rates for such packages will not exceed the aggregate of the rates for the individual services provided.

Residential Access Line with Tone Dialing	\$24.00
Business Access Line with Tone Dialing	\$39.75
Custom Calling Features	_
Call Waiting	\$ 4.95
Call Forwarding	\$ 3.60
Remote Access to Call Forwarding	\$ 5.40
Call Forwarding Busy Line	\$ 1.00
Call Forwarding Don't Answer	\$ 1.00
Three Way Calling	\$ 4.50
CLASS Calling Features	
Caller Identification (Name & Number)	\$ 7.15
Call Rejection	\$ 2.70
Call Blocking	\$ 3.60
Caller ID on Call Waiting	\$ 5.85
Auto Redial	\$ 2.70
Distinctive Ring	\$ 3.60
Voice Mail	\$ 6.95
Inside Wire Maintenance (including telephone wiring)	\$ 6.00
Operator Services	
Directory Assistance per call	\$ 0.55
Directory Assistance with local call completion	•
Operator assisted call surcharge per call	\$ 2.00
Call Interrupt	\$ 6.00
Call Verification	\$ 3.00
Odii Volinodioli	4 4.00

ISSUED: October 15, 2003

3.3 Intra LATA Toll

Calls outside the local service area but within the local LATA

\$0.05/MOU

EFFECTIVE: November 1, 2003

3.4 Telecommunications Relay Service

For calls received from the relay service, the Company will when billing relay calls

discount relay service calls by 50 percent off of the otherwise applicable rate for a voice non-relay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent off of the otherwise applicable rate for a voice non-relay call.

SECTION 4 – LIFELINE AND LINKUP

4.1 General

The Lifeline and Linkup programs are designed to increase the availability of telecommunications services to low income subscribers. Basic terms and conditions are in compliance with the FCC's Order on Universal Service in FCC 97-157, which adopts the Federal-State Joint Board's recommendation in CC Docket 96-45, which complies with the Telecommunications Act of 1996. Specific terms and conditions are as prescribed by the Florida Public Service Commission and are as set forth in this tariff.

4.2 Eligibility

To be eligible for the Lifeline and/or Linkup programs, a customer must be a current recipient of any of the following low income assistance programs.

- a. Temporary Assistance to Needy Families (TANF), previously known as AFDC
- b. Supplemental Security Income (SSI)
- c. Food Stamps
- d. Medicaid
- e. Federal public housing/Section 8
- f. Low Income Home Energy Assistance Plan (LIHEAP)
- g. Additionally, customers not receiving benefits under one of the preceding programs, and whose total gross annual income does not exceed 125% of the federal poverty guidelines, meet the requirements of a State established means test and may apply directly to the Office of Public Counsel (OPC) for eligibility certification.

All applications for service are subject to verification with the state agency responsible for administration of the qualifying program.

4.3 Certification

Proof of eligibility in any of the qualifying low-income assistance programs should be provided to the Company at the time of application for service. The Lifeline credit will not be established until proof of eligibility has been received by the Company. If the customer requests installation prior to the Company's receipt of proof of eligibility, the requested service will be provided without the Lifeline credit. When eligibility documentation is provided subsequent to installation, the Lifeline credit will be provided on a going forward basis.

4.4 Audits

The Company reserves the right to periodically audit its records, working in conjunction with the appropriate state agencies, for the purpose of determining continuing eligibility. Information obtained during such audit will be treated as

ISSUED: October 15, 2003

confidential information to the extent required under State and Federal laws. The use or disclosure of information concerning enrollees will be limited to purposes directly connected with the administration of the Lifeline plan.

When a customer is determined to be ineligible as a result of an audit, the Company will contact the customer. If the customer cannot provide eligibility documentation, the Lifeline credit will be discontinued on the following bill.

4.5 Lifeline Program

Lifeline is supported by the federal universal service support mechanism. Federal baseline support of **\$8.25**, intrastate matching support of **\$3.50** and a supplemental federal amount of \$1.75 (matching one-half of the intrastate support) is available for each Lifeline service and is passed through to the subscriber. The total Lifeline credit available to an eligible customer in Florida is **\$13.50**. The amount of credit will not exceed the charge for local service.

4.51 Regulations

- A. One low-income credit is available per household and is applicable to the primary residential connection only. The subscriber must be a current recipient of any of the low-income assistance programs identified above.
- B. A Lifeline customer may subscribe to any local service offering available to other residence customers. Since the Lifeline credit is applicable to the primary residential connection only, it may not be applied to a multiple line package local service offering.
- C. Toll blocking will be provided at no charge to the Lifeline subscriber.
- D. The deposit requirement is not applicable to a Lifeline customer who subscribes to toll blocking. If a Lifeline customer removes toll blocking prior to establishing an acceptable credit history, a deposit may be required. When applicable, advance payments will not exceed the connection and local service charges for one month.
- E. The Federal Universal Service Charge will not be billed to Lifeline customers.
- F. A Lifeline subscriber's basic local service will not be disconnected for non-payment of regulated toll charges or ancillary services, but may be disconnected for non-payment of basic local service charges, taxes and fees. Access to toll service may be denied for non-payment of regulated tolls. Access to ancillary services may be denied for non-payment of basic or non-basic local charges. A Lifeline subscriber's request for reconnection of basic local service will not be denied if the service was previously denied for non-payment of toll or ancillary charges. Partial payments will first be applied to basic local service.
- G. Lifeline eligible customers who have previously been disconnected for nonpayment of local charges may obtain local service equipped with toll blocking upon payment of outstanding debt for regulated non-toll charges,

ISSUED: October 15, 2003

taxes and fees. Toll blocking shall not be removed prior to receipt of full payment of all outstanding toll charges.

4.52 Rates and Charges

A. General

- a. Lifeline is provided as a monthly credit on the eligible residential subscriber's bill for local service.
- b. Service Charges are applicable for installing or changing Lifeline service.
- Linkup connection assistance may be available for installing or relocating Lifeline service.
- B. The total Lifeline credit consists of one federal credit plus one Company credit.

Federal credit

- a. Temporary Assistance to Needy Families (TANF) \$10.00
- b. Supplemental Security Income (SSI) 10.00
- c. Food Stamps 10.00
- d. Medicaid 10.00
- e. Federal public housing/Section 8 10.00
- f. Low Income Home Energy Assistance Plan (LIHEAP) 10.00
- g. State Means Test (OPC Certified) 10.00

Company credit All programs, one per Lifeline service 3.50

4.6 Linkup

- 4.61 Linkup is a program designed to increase the availability of telecommunications services to low-income subscribers by providing a credit to the non-recurring installation and service charges to qualifying low-income residential subscribers. Basic terms and conditions are in compliance with the FCC and Florida PSC orders. Linkup is supported by the federal universal service support mechanism.
- 4.62 A federal credit amount of fifty percent (50%) of the non-recurring charges for connection of service, up to a maximum of \$30.00, is available to be passed through to the subscriber.

4.63 Regulations

- A. Linkup connection assistance is available per household and is applicable to the primary residential connection only.
- B. The Linkup credit is available each time the customer installs or relocates the primary residential service.

EFFECTIVE: November 1, 2003

- C. To receive the credit, the named subscriber to the service must provide proof of eligibility prior to installation of service.
- D. The total charges for connecting service, including service and other installation charges, are considered in the credit calculation.

- 4.64 Rates and Charges
 - A. The federal credit available for a Linkup connection is \$30.00 (maximum) or fifty percent (50%) of the installation and service charges from this Tariff, whichever is less.

4.7 Lifeline Transitional Discount

- 4.71 Florida House Bill 4785 provides for a transitional discount for Lifeline subscribers who no longer qualify for Lifeline service. Lifeline Transitional Discount will provide discounted residential basic local telecommunications service at seventy percent (70%) of the residential local telecommunications service rates for any subscriber who becomes ineligible for Lifeline. The amount of the Lifeline Transitional Discount will not exceed the total amount of the Lifeline credit (federal plus state) currently in effect. A Lifeline subscriber who requests such service shall receive the discounted price for a period of one year after the date the subscriber ceases to be qualified for Lifeline. At that time the discount will be discontinued.
- 4.72 If a subscriber with the Lifeline Transitional Discount disconnects service, that disconnect will nullify their eligibility for the balance of the 12-month period.
- 4.73 At expiration of 12 month period, the discounted residential basic local telecommunications service will begin billing at **one hundred** percent **(100%)** of the applicable rates and charges in this Tariff.
- 4.74 A change in the subscriber's class of service, will not impact eligibility for discounted charge for basic local service. The original 12-month period will continue (not start over) with the change in class of service.
- 4.75 Subscribers to plans that combine features with the local exchange access line such as various bundled service offerings will receive the *transitional* discount on the access line only and not on the features.
- 4.76 When a Lifeline subscriber with toll blocking converts to Lifeline Transitional Discount, toll blocking may continue at the customer's request
- 4.77 The outstanding regulated non-toll balance may be paid in up to twelve installment payments with a minimum per month payment of \$5.00. Should the customer default on this payment arrangement, service will be disconnected and the customer must pay the outstanding non-toll balance in full before local service will be reestablished.
- 4.78 Payment for other outstanding debt will be pursued in the same manner as for non-Lifeline customers.

SECTION 5 – ACCESS SERVICES

5.1 General

- A. This portion of the Tariff/Price List contains regulations, rates and charges applicable to the provision of Carrier Common Line Access. hereinafter referred to as service(s), provided by Litestream Technologies, LLC., hereinafter referred to as the Company, to Interexchange Carriers, Resellers and Alternate Operator Service (AOS) providers and, Alternative Local Exchange Companies (ALECs) and to any other entity authorized to order service out of this Tariff, hereinafter referred to as IC(s) or ALECs.
- B. The provision of such services by the Company as set forth in this Tariff does not constitute a joint undertaking with the IC for the furnishing of any service.
- C. The regulations, rates, and charges contained herein are in addition to the applicable regulations, rates, and charges specified in other tariffs and price lists of the Company, which are referenced herein.

5.2 Carrier Common Line Access

The Company will provide Carrier Common Line Access Service to ICs.

- A. Carrier Common Line Access provides for the use of Company common lines by ICs for access to end users to furnish IC intrastate telecommunications service.
- B. Carrier Common Line Access is provided where the IC obtains Litestream Switched Access services under this Tariff.

5.3 Rates and Charges

The rate for Carrier Common Line Access is:

A. Per Originating Access Minute

B. Per Terminating Access Minute

\$0.0304 / MOU \$0.0382 / MOU

EFFECTIVE: November 1, 2003