TITLE SHEET

FLORIDA TELECOMMUNICATIONS PRICE LIST

This price list contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for alternative local exchange telecommunications services provided by Florida Phone Systems, Inc., with principal offices at 1722 NW 80th Boulevard, Suite 40, Gainesville, FL 32606. 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.

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 tariff and are currently in effect as of the date of the bottom of this page.

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1 2	Original Original
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SYMBOLS SHEET

The following are the only 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 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

PRICE LIST FORMAT SHEETS

A. Sheet Numbering - 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 sheets 14 and 13 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers 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. Because of various suspension periods, deferrals, etc., the FPSC follows in their price list approval process, the most current sheet number on file with the Commission is not always the price list page in effect. Consult the Check Sheet for the sheet currently in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2. 2.1. 2.1.1. 2.1.1.A. 2.1.1.A.1. 2.1.1.A.1. (a) . 2.1.1.A.1. (a) .I. 2.1.1.A.1. (a) .I. (i) . 2.1.1.A.1. (a) .I. (i) . 2.1.1.A.1. (a) .I. (i) . (1) .

D. Check Sheets - When a price list filing is made with the FPSC, an updated check sheet accompanies the price list filing. The check sheet lists the sheets contained in the price list, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The price list user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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

Network Access Channel - An arrangement which connects the Company's PBX or network to other carriers.

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 and to identify the customer for billing purposes.

Company or Carrier - Florida Phone Systems, Inc.

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 Service Arrangement - (CSA) A specific pricing arrangement based on the term length of the contract.

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.

FPS - Florida Phone Systems, Inc. (Company)

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

Network Access Channel - An arrangement which connects the Company's PBX or network to other carriers.

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.

PBX - Port - Port space on PBX.

PBX Private Branch Exchange - (Phone System)

Private Station Extension Number - Up to 10 digit private extention number.

Private Station Link - The connection circuit back to Florida Phone Systems PBX.

Term Agreement - A contractual price discount based on the term length of the contract.

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 installs operates, and maintains the communications services provided herein 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 initiates when authorized by the customer, to allow connection of a customer's location to the Company's network or PBX. 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.
- 2.2.5 Customers reselling or rebilling services must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

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.

SECTION 2 - RULES AND REGULATIONS continued

2.3 Liabilities of the Company (Cont.)

- 2.3.2 The Company shall be indemnified and held harmless by the customer against:
 - 2.3.2.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.
 - 2.3.2.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. Interruptions in service:

Interruptions in service, which are not due to Customer's negligence or the operation or malfunction of facilities, power, or equipment provided by Customer, will be credited to Customer as set forth below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by Florida Phone Systems as stated within this tariff.

2.4.2. Credit for Interruptions:

An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted through the opening of a trouble ticket and makes it available for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If Customer reports a service, facility, or circuit to be inoperative but declines to make it available for testing and repair, it is considered to be impaired, but not interrupted.

2.4.2.A. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly recurring charges for the affected service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. No credit will be given on the usage sensitive portion of the service. If the interruption continues for less than 24 hours: 1/30th of the monthly recurring charge if it is the first interruption in the same

billing period.

2/30ths of the monthly recurring charge if there was a previous interruption of at least 24 hours in the same billing period.

If the interruption continues for more than 24 hours, 1/30 of the monthly recurring charge for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30ths allowance applies to the first 24 hours of the second and subsequent interruptions. Two or more interruptions of thirty minutes or more during any one 24 hour period shall be considered as one interruption.

2.4.3. Maximum Credit:

Credits attributable to any billing period for interruptions of service shall not exceed the total monthly recurring charges for that period for the service and facilities furnished by Florida Phone Systems rendered useless or be Florida Phone Systems sole liability and

SECTION 2 - RULES AND REGULATIONS (continued)

2.4.3. Maximum Credit: (continued)

Customer's sole remedy in the event of any interruption. Unless otherwise specifically provided in this tariff, under no circumstances shall an interruption be deemed a breach of contract.

2.4.4. Definition of "Interruption":

For the purpose of applying this provision, the work "interruption" (whether capitalized or not) shall mean a complete loss of service resulting in the inability to complete calls (either incoming or outgoing or both) due to equipment malfunction or human errors for a continuous period of more than thirty (30) minutes. "interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy, or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of Customer or where Florida Phone Systems, pursuant to the terms of this tariff, suspends or terminates service because of nonpayment of bills due to Florida Phone Systems, unlawful or improper use of the facilities or service, or any other reason covered by the tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this tariff, Customer is responsible for providing electric power.

2.4.5. Limitations on Credit Allowances:

No credit allowance will be made for:

- 2.4.5.A. Interruptions arising from the acts or omissions of or non-compliance with the provisions of the tariff or any schedule thereto by Customer or any authorized user, or any interruptions due to any party other than Florida Phone Systems or for events happening on any other party's network, including but not limited to internet service providers or other common carriers connected to, or providing service connected to, the service of Florida Phone Systems or to Florida Phone Systems' facilities.
- 2.4.5.B. Interruptions due to the failure or malfunction of non-Florida Phone Systems equipment, including service connected to Customer provided electric power.
- 2.4.5.C. Interruptions of service during any period in which Florida Phone Systems is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions.
- 2.4.5.D. Interruptions of service during any scheduled maintenance period or when Customer has released service to Florida Phone Systems for maintenance purposes or for implementation of a Customer order for a change in service arrangements.
- 2.4.5.E. Interruptions of service due to Force Majeure events beyond the reasonable control of Florida Phone Systems.

SECTION 2 - RULES AND REGULATIONS continued

2.5 Disconnection of Service by Carrier

The Company (carrier), upon five (5) working days written notice to the customer, may discontinue service or cancel an application for serivce 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 The Company has given the customer notice and has allowed a reasonable time to comply with any rule, or remedy, and deficiency as stated in Rule 25-4.113, F.A.C., Refusal or Discontinuance of Service by Company.
- 2.5.5 Service may be disconnected with out 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. <u>Termination Liability</u>

In the event that the customer terminates serives before the term of an agreement is over they are responsible for the remaining recurring revenue of the contract.

2.7. Deposits

The Company may require a deposit at any time during the contracted agreement in an amount up to the total contractual term of service from the customer, at the desceration of the company.

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

2.8. <u>Taxes</u>

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed on customer bills as separate line items.

2.9. Billing of Calls/Refunds

All charges due by the subscriber are payable at any agency duly authorized to receive such payments. The cusomter is responsible for reviewing charges on all bills. Any objection to billed charges should be promptly reported to the Company and will only be accepted by US Post mail. Adjustments to customers' bills shall be made to the extent that records are available and/or

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SECTION 2 - RULES AND REGULATIONS continued

2.9. Billing of Calls/Refunds (continued)

circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Any discrepency that results in a refund from FPS will be retroactive a maxium of 90 days from date of notification by US Postal Mail.

SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES

3.1 Basic Service Description

Florida Phone Systems delivers service to the customer premises via the following components:

Network Access Channel (NAC) - An arrangement which connects the Company's PBX or network to other carriers.

Private station link- the connecting circuit back to Florida Phone Systems PBX. Private Station Extention number- Up to 10 digit private extention number. PBX Port charge- Fee for port space on PBX.

3.2 Basic Service Rates

3.2.1. Basic rates for components:

Current Price for NAC- each channel \$33.00 Price for Private station link- \$300.00 Price for Private Station Extention number- per block of 20 numbers is \$8.00 PBX Port charge - each port \$150.00

These basic rates may be discounted with a term agreement or CSA.

3.2.2. Customer connection charges:

Customer connection charges will be billed at \$750.00. Connection charges may be reduced or waived with a term agreement or CSA.

3.2.3. Billing and payment arrangements:

For a detailed bill printed and mailed to customer will cost \$10.00 per month. A web based bill with customer access will incur no monthly charges.

3.2.4. Levels of service quality which the company holds itself out to provide for each service.

General standard:

Florida Phone systems will use reasonable efforts to maintain its overall network quality. The quality of the service provided here under shall be consistent with other common carrier industry standards, government regulations, and sound business practices.

SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (continued)

3.3 Long Distance Service Offerings

3.3.1 Florida Phone Systems, Inc. Long Distance Service

Florida Phone Systems, Inc., Long Distance Service is offered to business customers only The service permits direct dialed outbound calling. No monthly recurring charges or minimum monthly billing requirements apply.

3.3.2 Florida Phone Systems, Inc., 800/888 (Inbound) Long Distance Service

Florida Phone Systems, Inc., 800/888 (Inbound) Long Distance Service is offered to business customers only. A \$5.00 minimum monthly billing requirement applies. Customers whose monthly usage is less than the minimum will be billed the minimum amount.

3.4 Long Distance Service Rates

3.4.1 Rates

FPS long distance rates will vary with the market. Plan billed in 6 second increments.

3.4.2 Florida Phone Systems, Inc., 800/888 (Inbound) Long Distance Service

Florida Phone Systems, Inc., 800/888 (Inbound) Long Distance Service is offered to business customers only. A \$5.00 minimum monthly billing requirement applies. Customers whose monthly usage is less than the minimum will be billed the minimum amount.

3.4.3 Determining Applicable Rate in Effect

For the initial minute, the rate applicable at the start of chargeable time at the calling station applies. For additional minutes, the rate applicable is that rate which is in effect at the calling station when the additional minute(s) begin.

3.5 Payment of Calls

3.5.1 Late payment Charges

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

3.5.2 Return Check Charges

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

3.7 Restoration of Service

A reconnection fee of \$30.00 per occurrence is charged when service is re-established for customers who had been disconnected for non-payment.

3.7 Special Promotions

SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (continued)

3.7 Special Promotions

The company will, from time to time, offer special promotions to its customers waiving certain charges. These promotions will be approved by the FOPS with specific starting and ending dates, and be made part of this tariff.

SECTION 4 - MISCELLANEOUS SERVICES

4.1 Directory Assistance

There is not charge for the first three calls per month to Directory Assistance. The Customer can request a maximum of two numbers per call to Directory Assistance. Call completion service is provided when the Customer requests that the Directory Assistance operator call the Directory Assistance number requested. All completed calls will be charged the Directory Assistance Call Completion charge, in addition to any other appropriate charges. The service charges for each service are noted below:

Α.	Directory Assistance	\$2.25
B.	Directory Assistance Call Completion	\$2.25

4.2 Directory Listings

One listing, termed the Initial listing, is included with each Customer's service. Additional listings are confined to the names of those who are entitled to use the Customer's service. Telephone numbers of non-published service are not listed in the Telephone Company's directories or on directory assistance records. Listing information (name, address and number) on non-published service is not available to the general public, notwithstanding any claim of emergency the calling party may present. Telephone numbers of non-directory listed service are omitted or deleted from the Company's alphabetical directory, however, they are carried in the Company's directory assistance and other records and are given to any calling party. The charges listed below are monthly charges and are the same for both Residence or Business Customers.

Α.	Non-Published Number, per line	\$2.35
В.	Non-Listed Number, per line	\$1.00
C.	Additional Listing, per listing	\$1.25

4.3 Non-Routine Installation and/or Maintenance

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material and 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.