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 Telepak Networks, Inc., with principal offices at 125 S. Congress Street, Suite 1830, Jackson, MS 39201. This price list applies for services furnished within the state of Florida. This price list is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

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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 of the bottom of this page.

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REVISION

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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 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

Check Sheets - When a price list filing is made with the FPSC, an updated check sheet accompanies the price list filing.

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.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Commission - The Florida Public Service Commission.

Company or Carrier – The person, firm, corporation or other entity which initiates a call on the Company's network, or accepts billing for a call on the Company's network, subject to the terms and conditions of the Company's tariff regulations.

Customer or End User – The person, firm, corporation or other entity which initiates a call on the Company's network, or accepts billing for a call on the Company's network, subject to the terms and conditions of the Company's tariff regulations.

Customer Provided Equipment – Equipment or facilities provided by persons other than TNI and connected to TNI services and/or facilities. The Customer, not the Company, shall be responsible for compliance with FCC Rules, 47 CFR. Part 68, and for all maintenance of such equipment and/or facilities.

ICB - Individual Case Basis

LEC - Local Exchange Company.

Other Common Carrier – A person, firm, corporation, or entity regulated by the FPSC or the FCC which subscribes to carriers' communications services and facilities and resells these communications services and facilities to the public for a profit.

Rate Center – A geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage for the purposes of rating a call.

Subscriber – The person, firm, partnership, corporation, or other entity who owns, leases, or manages the pay telephone, PBX, or other switch vehicle from which a Customer or End User places a call utilizing the services of the Company. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer or an End User.

TNI - Telepak Networks, Inc.

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SECTION 2 – RULES AND REGULATIONS

2.1 Service Area

Service is being offered for origination and termination throughout the entire State of Florida.

2.2 Calculation of Distance

- (A) Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.
- (B) Long distance telecommunications service rates between points (cities, towns or localities) are based on the airline distance between rate centers. In general, each point is designated as a rate center; certain small towns or localities are assigned adjacent rate centers with which they are closely associated for communication purposes or by community of interest.
- (C) The distance between the Rate Center of the Subscriber's equipment and that of the destination point is calculated by using the "V" and "H" coordinates found in AT&T FCC Tariff No. 10, in the following manner:
- Step 1 Obtain the "V" and "H" coordinates for the Rate Centers of the Subscriber's switch and the destination point.
- Step 2 Obtain the difference between the "V" coordinates of each of the Rate Centers. Obtain the difference between the "H" coordinates.
- Step 3 Square the differences obtained in Step 2.
- Step 4 Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Rate Centers.

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2.3 Undertaking of Telepak Networks, Inc.

2.3.1 General

TNI's services and facilities are furnished for communications originating at specified points within the State of Florida under terms of this tariff.

TNI installs, operates, and maintains the communications services provided herein under in accordance with the terms and conditions set forth under this tariff. Services provided herein under will be provided over facilities leased by TNI from other carriers or entities and/or owned and operated by TNI for the completion of service within the State of Florida. TNI may act as the Subscriber's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Subscriber, to allow connection of a Subscriber's location to the network. The Subscriber shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise stated, and are available twenty-four hours per day, seven days per week.

2.3.2 Limitations

- A. Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff. TNI reserves the right to negotiate special terms and conditions (i.e., special promotions) with particular customers providing agreement is reached and signed with the customer.
- B. TNI reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Subscriber or Customer is using service in violation of provisions of this tariff, or in violation of the law.

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2.3 Undertaking of Telepak Networks, Inc. (Cont.)

2.3.2 Limitations (Cont.)

- The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- All facilities provided under this tariff are directly controlled by TNI and the Subscriber may not transfer or assign the use of service or facilities without 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.
- Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.4 Liability of the Company

2.4.1 **General**

A. In no event shall TNI be liable for any special, consequential, punitive, or incidental damages including loss of use, profits, revenue or goodwill. TNI shall not be liable for any failure of performance due to causes and/or circumstances beyond its control, nor shall TNI be liable for any act or omission for any other company furnishing any portion of service to subscriber, including, but not limited to, any premise equipment owned by the subscriber, any equipment supplied to the Subscriber by TNI or any other supplier of equipment to subscriber (under warranty, service agreement, or otherwise), or any network service contracted by subscriber or TNI.

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2.4 Liability of the Company (Cont.)

2.4.1 General (Cont.)

- B. The liability of TNI for any claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff shall not exceed an amount equivalent to the proportionate monthly charge to the customer for the period of service or the facility provided during which such interruption, delay, error, omission or defect occurs. For the purpose of computing this amount, the number of days in each monthly billing cycle will be an assumed month of thirty (30) days for prorations.
- C. TNI shall be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission or other defect in any service, facility, or transmission provided under this tariff, if caused by any person or entity other than TNI, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond TNI's direct control.
- D. TNI shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, or loss, expense or damage, including indirect, special or consequential damage, (1) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trade mark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising from the material, data information, or content revealed to, transmitted, processed, handled, or used by TNI under this tariff; or (2) for connecting, combining or adapting TNI's facilities with customer's apparatus or systems; or (3) for any act or omission of the customer; or (4) for any personal injury or death

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2.4 Liability of the Company (Cont.)

2.4.1 General (Cont.)

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or death of any person or for any loss of or damage to customer's premises or any other property, whether owned by the customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, or removal of equipment or wiring provided by TNI, if not directly caused by negligence of TNI. No agent or employee or any other carrier shall be deemed to be an agent or employee of TNI.

- E. TNI shall not be liable for any charges or costs incurred by the customer for use of another Carrier's services whether caused by failure of TNI's equipment or service or otherwise.
- F. The Company shall be indemnified, defended and held harmless by the Customer, against any claim, loss or damage arising from the use of services offered under this tariff including, but not limited to, claims by subscribers to services provided to the Customer, and users of any services provided or resold by the Customer.

2.4.2 Unauthorized Computer Intrusion

The Company's liability, if any, for its willful misconduct is not limited by this section of the tariff. With respect to any other claim or suit by a subscriber, common carrier, reseller, or any other party for damages caused by, or associated with, any unauthorized computer intrusion, including but not limited to the input of damaging information such as a virus, time bomb, any unauthorized access, interference, alteration, destruction, theft of, or tampering with, a Company computer, switch, data, database, software, information, network or other similar system, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge by the Company for the service for the period during which the service provided by the Company was affected or so utilized.

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2.4 <u>Liability of the Company</u> (Cont.)

2.4.3 Transmission of Data

The Company shall not be held liable for any damage, harm or loss of data caused by the subscriber using the Company's voice grade telephone access lines and/or facilities for the transmission of data. The Company's liability shall be limited to errors or damages to the transmission of voice messages over these facilities, and the liability shall be limited to an amount equal to the proportional amount of the Company's billing for the period of service during which the errors or damages occur.

2.4.4 Errors or Damages Caused by System Data Limitations

The Company's liability for errors or damage resulting from the inability of the Company's systems to process unusual dates, such as the Year 2000, shall be limited to an amount equal to the proportional amount of the Company's billing for the period of service during which the errors or damages occur.

2.5 Use of Service

Purpose

Service provided under this tariff may be used for any lawful purpose for which the service is technically suited.

The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers as required to meet changing regulatory rules and standards of the Florida Public Service Commission.

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2.6 Terminal Equipment

The Company's facilities and service may be used with or terminated in Subscriber-provided terminal equipment or Subscriber-provided communications systems, such as a PBX. Such terminal equipment shall be furnished and maintained at the expense of the Subscriber, except as otherwise provided. The Subscriber is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of TNI's service. Additional protective equipment, if needed, shall be employed at the customer's expense

- A. When such terminal equipment is used, the equipment shall comply with the minimum protective criteria set forth in Subpart B of the Federal Communications Commission's Rules (47 C.F.R. 68.100 68.110) and shall not interfere with service furnished to other customers.
- B. The customer shall ensure that his terminal equipment is properly interfaced with TNI's facilities, that the signals emitted into TNI's facilities are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the customer, and that the signals do not damage TNI's equipment, injure personnel or degrade service to other customers.
- C. If the customer fails to maintain and operate his terminal equipment properly, resulting in the occurrence or possibility of harm to TNI's equipment, personnel, or the quality of service to other customers, TNI may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety of service, TNI may, upon written notice, terminate the customer's service immediately.
- D. The customer shall not remove, dismantle, modify, repair, or otherwise tamper with any TNI-owned terminal equipment. Customer shall be liable for any loss or damage to the TNI Equipment from fire, flood, storm, negligence, or other actions of the customer or any third party, or from any cause whatsoever, other than the actions of TNI, normal wear and tear resulting from the proper use of TNI Equipment excepted. The customer shall, at reasonable times, provide TNI access to its premises for the purpose of installing, maintaining, inspecting and removing TNI Equipment.

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2.7 Installation and Termination

2.7.1 Subscriber Service Contract

Subscribers are required to contract for the various services offered by Telepak Networks, Inc. Contracts may be granted up to a term of sixty (60) months.

All services offered are subject to the Public Service Commission of the State of Florida Rules and Regulations as they apply.

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2.8 Payment for Service and Service Dispute Resolution

2.8.1 Payment for Service

All charges due by the Customer are payable to any agency duly authorized to receive such payments. The billing agency may be a local exchange telephone company, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Florida PSC. Any objections to billed charges must be promptly reported to the Company's billing agent. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Billing is payable upon receipt. All bills will show a delinquent date of not less than twenty (20) days from the bill date. However, TNI may demand immediate payment under the following circumstances:

- A. Where service is terminated or abandoned.
- B. Where service is two (2) times greater than the customer's average usage as reflected on the bills for the customer's average usage for the three (3) billing cycles prior to the current bill or, in the case of a new customer who has been receiving service for less than four (4) billing cycles, where the service is twice the estimated billing cycle.
- C. Where TNI has reason to believe that a business subscriber is about to go out of business or that bankruptcy is imminent for that customer.
- D. When a bill for the immediately preceding billing cycle is issued and the subscriber is delinquent in his payment for the billing cycle(s) preceding the immediately preceding billing cycle.

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2.8 Payment for Service and Service Dispute Resolution (Cont.)

2.8.1 Payment for Service (Cont.)

The demand for immediate payment will be accompanied by a bill which itemizes or summarizes the charges for which payment is demanded, or, if the demand is made orally, an itemized or summarized bill will be mailed or delivered to the customer within three (3) days after the demand is made.

The customer is responsible for payment of all charges for services furnished to the customer. Charges for installation, removal, equipment security deposits, moves and rearrangements are payable upon demand by TNI. Recurring charges and non-recurring charges, if any, are billed in advance and shall not be prorated for any period shorter than the minimum service period. The initial billing will include the charges, if any, for the first billing cycle's minimum charges. The initial billing may, at TNI's option, also include one billing cycle's estimated usage billed in advance. Thereafter, charges based on actual usage during a billing cycle will be billed each billing cycle in arrears.

If a customer has no usage for two consecutive billing cycles, TNI may; 1) discontinue sending the customer a bill until such customer uses TNI's system, and/or 2) cancel the customer's authorization code, if any. If TNI cancels the customer's authorization code, it will be reinstated at the customer's request if the customer complies with all of TNI's then rules and regulations.

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2.8 Payment for Service and Service Dispute Resolution (Cont.)

2.8.1 Payment for Service (Cont.)

All applicable taxes, charges, exactions, fees, or the like which must be paid to any governmental authority for the provision, use, consumption, or enjoyment of service and which may be charged directly to the consumer will be separately stated on the customer's bill and collected from the customer.

The customer is responsible for payment of all charges for services furnished to the customer or its joint or authorized users. This responsibility is not changed, by the virtue of any use, misuse, or abuse of the customer's service, or customer-provided systems, equipment, facilities, or services interconnected to the customer's service, which use, misuse, or abuse may be occasioned by third parties, including, without limitation, the customer's employees or other members of the public.

2.8.2 Service Dispute Resolution

Any objection to billed charges should be reported to the billing agent or Company within sixty (60) days from the day the bill is issued. Adjustments to End User's bills shall be made when circumstances exist which reasonably indicate that such changes are appropriate. End Users have the right to appeal service disputes to the Florida Public Service Commission. The Commission's address and phone number are:

2540 Shumard Oak Blvd. Tallahassee, Florida 32399-0850 (850) 413-6480

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2.9 Establishment and Re-establishment of Credit

- 2.9.1 In the event service is temporarily suspended for non-payment such service will be restored upon payment of all charges due.
- 2.9.2 A restoral of service charge will be applicable per customer temporarily suspended.
- 2.9.3 Subscribers not reestablished within five (5) days from date of suspension will be treated as a new subscriber and appropriate Nonrecurring Charges and an advance payment will apply.
- 2.9.4 The use and restoration of facilities or service in emergencies shall be in accordance with Part 64, Subpart "D", of the Federal Communications Rules and Regulations which specifies the priority system for such activities.

2.10 Deposits and Advance Payments

- 2.10.1 The Company does not require a deposit from the Customer or Subscriber.
- 2.10.2 For Customers or Subscribers whom the Company feels an advance payment is necessary, TNI 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.

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2.11 Notices

2.11.1 Notice to the Customer

Notices from the Company to a Customer normally will be given in writing, either delivered or mailed to the Customer's address of record.

In emergencies, where delay may result in impaired service or in hazards to the Customer, the public, or the Company's Facilities, the Company may resort to verbal notices given by telephone, radiotelephone, personal contact, or other means of communication.

2.11.2 Notices from the Customer

Notices from a Customer to the Company may be given verbally by the Customer or the Customer's authorized agent at the Company's office, or by written communication mailed thereto. Written notice is required when specified in tariff schedules or in any written agreement.

2.12 Rendering and Payment of Bills

2.12.1 Returned Check Charge

When a payment for service is made by check, draft, or similar negotiable instrument, a returned check charge will be made by the Company for each such item returned unpaid by a bank to the Company for any reason, in accordance with Florida Law. The acceptance of checks, drafts, or other negotiable instruments for the satisfaction of the Customer's debts to the Company shall not constitute a waiver by the Company of its right to payment by legal tender.

2.12.2 Extra Copies of Bill

Extra Copies of a subscriber's monthly bill will be provided by the Carrier at the rate specified in this tariff.

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2.12 Rendering and Payment of Bills (Cont.)

2.12.3 Late Charge Penalty Fee

All bills for miscellaneous services are due when rendered and payable at the office of the Company or authorized collection agency within ten (10) days of the billing date. All bills not paid within fifteen (15) days of the billing date will be assessed a 1% penalty, or the maximum allowed by law, on intrastate billing with a minimum penalty of \$5.00. Failure to receive the telephone bill does not relieve the subscriber from prompt payment within ten (10) days of the billing date. The Company will assess a penalty on disputed bills that are delinquent until the dispute is settled and/or paid in full.

2.13 Fraud

The Company shall have the right to refuse or discontinue service if the acts of the customer, including furnishing false credit information or the conditions upon their premises are such as to indicate intention to defraud the Company.

2.14 Non Compliance with the Company's Rules

The Company may discontinue service if a customer fails to comply with any of the rules herein.

2.15 Telephone Calls with Intent to Annoy

The Company may discontinue service of any customer who, with intent to annoy, telephones another and addresses to or about such other person any obscene language or addresses to such other person any threat to inflict injury to the person or property of the person addressed or any family member.

The Company may discontinue service of any customer who, with intent to annoy, repeatedly telephones another without disclosing his true identity to the person answering the telephone, whether or not conversation ensues during the telephone calls.

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Gregg Logan, Vice President 125 S. Congress Street, Suite 1830

Jackson, MS 39201

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2.16 Discontinuance and Restoration of Service

2.16.1 Intentional Abuse of Service

The Company has the right to refuse telephone service to any premises and at any time to discontinue telephone service, if it finds it necessary to do so to protect itself against intentional abuse. Intentional abuse of service includes, without limiting the generality of the foregoing; 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 a message charge or an exchange service charge. Another form of such abuse is an intentional uninterrupted connection of one exchange station to another station, excluding those connections charged for on an elapsed time basis, which permits the use of the facilities in a manner similar to private line service. It also includes intentional receiver off hook conditions.

2.16.2 Disconnection of Service for Cause

Upon non-payment of any sum due the Company or upon a violation of any of the conditions governing the furnishing of service as provided in this tariff, the Company may by notice in writing mailed to the Customer, without incurring any liability, temporarily discontinue the furnishing of service to the Customer. Telephone Services may be discontinued five (5) days after mailing notice of intention to discontinue service and a Restoral of Service charge will be made by the Company for restoration of such Authorization Code and/or line. If the Company elects to discontinue service, the Customer shall be responsible for all charges through the date of termination.

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2.16 <u>Discontinuance and Restoration of Service</u> (Cont.)

2.16.2 Disconnection of Service for Cause (Cont.)

If any customer-provided, or end user-provided equipment is used with Facilities provided by the Company in violation of any law or any of the provisions in this tariff, the Company will take such action as is necessary for the protection of its Facilities or the service of its other Customers and other persons provided with Telephone Services. The Customer shall discontinue such use of the equipment or correct the violation immediately upon actual or constructive knowledge of a violation and shall confirm in writing to the Company within fifteen (15) calendar days that such use has ceased or that the violation has been corrected. Failure of the customer to discontinue such use or correct the violation, and to give the required written confirmation to the Company within the time stated above shall result in interruption of the service of the Customer creating the violation.

Telephone Services may be refused, reduced, or partially or completely discontinued without notice in the event the Company is informed that the service is used in such a manner that will adversely affect the Company's services to others.

The Company may disconnect the Telephone Services in accordance with the terms hereof without any liability except for an appropriate refund of prepaid charges and any service deposit with accrued interest.

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2.16 <u>Discontinuance and Restoration of Service</u> (Cont.)

2.16.2 Disconnection of Service for Cause (Cont.)

In the event that legal action is instituted by TNI to recover any sums due and TNI prevails, TNI shall be entitled to recover its costs of collections, legal costs, court costs and reasonable attorney's fees as the court may award, in addition to whatever other relief the court may award. Any sums then due shall earn interest at the rates of one and one-half (1-1/2%) percent simple interest per month (unless otherwise prescribed by law, in which event at the highest rate allowed by law), from the date these sums were accrued until the entire debt is paid in full.

2.17 Installation and Termination

Service is installed upon mutual agreement between the Subscriber and the Company. The agreement will determine terms and conditions of installation, termination of service, any applicable sales commission structure, and sales commission payment schedule. The service agreement does not alter rates specified in the tables and schedules contained in this tariff.

2.18 Ownership of Equipment

Equipment furnished by the Company on the premises of a subscriber is the property of the Company. Title to all equipment provided by TNI under these regulations remains with TNI. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

2.19 **Taxes**

All state and local taxes (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.

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2.20 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and location. At the option of the Company, fees may be waived under certain competitive conditions as may be warranted from time to time.

2.21 Minimum Service Period

The minimum service period for service is one complete month.

2.22 Inspection, Testing and Adjustment

TNI may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the requirements of this tariff are being complied with in the installation, operation, or maintenance of the customer's or TNI's equipment. The customer shall make such facilities or equipment available to TNI for testing and inspecting upon reasonable notice. TNI may interrupt the service at any time, without penalty to itself, because of departure from any of these requirements.

No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.23 Employee Concessions

Should an employee leave the employ of the Company, such employee's service provided by the Company will be discontinued immediately. Such employee may reapply for service as a customer in the manner set forth herein.

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2.24 Taxes and Fees Chargeable to Customers/Subscribers

2.24.1 Adjustments for Municipality Payments

If at any future time a municipality acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Carrier, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the subscribers receiving service within the territorial limits of such municipality. Such billing shall allocate the tax, fee or charge among subscribers uniformly on the basis of each subscriber's monthly charges for the types of service made subject to such tax, fee or charge.

2.24.2 Adjustments for County or Other Local Taxing Authority Payments

If at any future time a county or other local taxing authority acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Carrier, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the subscribers receiving service within the territorial limits of such county or other taxing authority. Such billing shall allocate the tax, fee or charge among subscribers uniformly on the basis of each subscriber's monthly charges for the types of service made subject to such tax, fee or charge.

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2.24 Taxes and Fees Chargeable to Customers/Subscribers (Cont.)

2.24.3 Gross Receipts Tax

When utility or telecommunications assessments, franchise fees, or privilege, license, occupational, excise, or other similar taxes or fees, based on interstate receipts are imposed by certain taxing jurisdictions upon the Company or upon local exchange companies and passed on to the Company through or with interstate access charges, the amounts of such taxes or fees will be billed to Customers in such a taxing jurisdiction on a prorated bases. The amount of charge that is prorated to each Customer's bill is determined by the interstate telecommunications services provided to and billed to a Customer service location in such a taxing jurisdiction with the aggregate of such charges equal to the amount of the tax or fee imposed upon or passed on to the Company.

2.25 Special Contracts

In compliance with the laws of the State of Florida and the Public Service Commission's Rules and Regulations, the Company may, in appropriate circumstances, enter into contracts with specific customers for service on the basis of negotiated rates.

2.26 Applicable Rates and Charges

The rates and charges applicable at any given time will be specified in the appropriate rate section and filed with the Florida Public Service Commission by the Company.

The Company will furnish new rate pages reflecting any changes in rates and charges to the Florida Public Service Commission.

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SECTION 3 - SERVICE DESCRIPTIONS

3.1 Asynchronous Transfer Mode (ATM) Service

Asynchronous Transfer Mode (ATM) Service (herein referred to as ATM Service) is a connectionoriented data transport service based on ATM cell-based switching technology.

A. ATM Service provides flexible connectivity using virtual connections implemented over digital facilities operating at transmission speeds of 1.536 Mbps, 44.210 Mbps, 149.760 Mbps or 599.040 Mbps. This service provides for the switching of symmetrical duplex transmissions of fixed-length ATM cells, utilizing virtual connections. As ATM is a connection-oriented service, to transfer information a virtual connection must be set up across the ATM network. ATM service supports permanent virtual connections.

Information transmitted by ATM Service is segmented into fixed length cells, transported to and re-assembled at the specified destination. An ATM cell has a fixed length of 53 bytes. An ATM cell is broken into two main sections, the head and the payload. The payload is the portion which carries the actual information. The header is used for network functions, such as addressing and error correction.

- B. Network interface specifications for ATM Service are contained in the following documents:
 - ATM Forum document, "ATM User-Network Interface Specification" (Versions 3.0 and 3.1). This document may be obtained from:

ATM Forum 2570 West El Camino Real Suite 304 Mountain View, CA 94040

 BellSouth Technical Reference 73585, "Asynchronous Transfer Mode (ATM) Network Interface and Performance Specifications". This document may be obtained from:

> BellSouth Telecommunications, Inc. Regional Documentation Coordinator 20th Floor 600 North 19th Street Birmingham, AL 35203

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SECTION 3 - SERVICE DESCRIPTIONS continued

3.1 Asynchronous Transfer Mode (ATM) Service (Cont.)

- C. ATM Service, as provided for in this Tariff section, is offered for intraLATA and interLATA use only.
- D. The regulations and rates specified herein are in addition to the applicable regulations and rates specified in other sections of this and other Tariffs of the Company.
- E. The rates and charges set forth for ATM Service provide for the furnishing of service where suitable facilities are available.
- F. ATM Service is only available when provided in conjunction with Broadband Exchange Line Service. Specifications for Broadband Exchange Line Service are contained in this Tariff.
- G. ATM Service may be interconnected with Frame Relay Service subject to the provisions set forth in Frame Relay Service of this Tariff.

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SECTION 3 - SERVICE DESCRIPTIONS continued

3.2 Frame Relay Service

- A. Frame Relay Service is a connection-oriented data transport service based on packet switching technology.
- B. Frame Relay Service provides flexible connectivity using Permanent Virtual Circuits (PVCs) implemented over digital facilities operating at transmission speeds of 56 Kbps, 64 Kbps, 128 Kbps, 1.536 Mbps or 44.210 Mbps.
- C. Network interface specifications for Frame Relay Service are contained in the following documents:
 - ANSI T1.617-1991, "Integrated Services Digital Network (ISDN) - Digital Subscriber Signaling System No. 1 (DSS1)
 - Signaling Specification for Frame Relay Service", American National Standards Institute, April 1991 and ANSI T.1618-1991, "Integrated Services Digital Network (ISDN) - Core Aspects of Frame Relay Protocol for use with Frame Relay Bearer Service", American National Standards Institute, April 1991. Both of these documents may be ordered from:

American National Standards Institute Customer Service 11 West 42nd Street New York, NY 10036

3) Document No. 001-208966, "Frame Relay Specifications with Extension Based on Proposed T1S1 Standards", Revision 1.0, Digital Equipment Corporation, Northern Telecom, Inc., and StrataCom, Inc., September 1990. This document may be ordered from:

Frame Relay Forum 39355 California Street, Suite 307 Freemont, CA 94538-1447

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SECTION 3 - RATE SCHEDLES continued

3.2 Frame Relay Service (Cont.)

C. (Cont.)

4) TR-73587 Frame Relay Service Interface and Performance Specifications. This document may be ordered from:

BellSouth Telecommunications, Inc. Regional Documentation Coordinator 20th Floor 600 North 19th Street Birmingham, AL 35203

- D. Frame Relay Service, as provided for in this Tariff Section, is offered for interLATA and intraLATA use.
- E. The regulations and rates specified herein are in addition to the applicable regulations and rates specified in other sections of this and other Tariffs of the Company.
- F. The rates and charges set forth for Frame Relay Service provide for the furnishing of service where suitable facilities are available.
- G. Frame Relay Service is only available when provided in conjunction with Broadband Exchange Line Service. Broadband Exchange Line Service provides the customer with a local connection to high speed frame or cell-based switched services.

Broadband Exchange Line – The link from the customer's premises to the customer's Serving Wire Center.

Broadband Exchange Line Extension – When a customer's serving Wire Center is not a Serving Area Point, a Broadband Exchange Line Extension is used to connect the Serving Wire Center to the closest Serving Area Point. The Broadband Exchange Line Extension is associated with a Broadband Exchange Line.

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SECTION 3 - RATE SCHEDLES continued

3.2 Frame Relay Service (Cont.)

G. (Cont.)

The Broadband Exchange Line Extension is measured on a per mile basis in airline miles from a Central Office that is not a Serving Area Point to a Serving Area Point.

Network Serving Area – Certain Company Central Offices are designated Serving Area Points. A Network Serving Area is comprised of all the Serving Area Points in a geographic area.

Serving Area Point – A Company Central Office that is designated as a member of the Network Serving Area.

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SECTION 4 – RATES

4.1 Asynchronous Transfer Mode (ATM) Service

A. Customer Connection to ATM Service

		Nonrecurring <u>Charge</u>	Month to <u>Month</u>	12 to 36 Months	37 to 60 Months
1)	1.536 Mbps ATM Service				
	a) Per Customer Connection	ICB	ICB	ICB	lСВ
2)	44 210 Mbps ATM Service				
	a) Per Customer Connection	ICB	ICB	ICB	ICB
3)	149.76 Mbps ATM Service				
	Per Customer Connection Per Mile, or fraction thereof	ICB ICB	ICB ICB	ICB ICB	ICB ICB
4)	599.040 Mbps ATM Service				
	 a) Per Customer Connection b) Per Mile, or fraction thereof ¹ 	ICB	ICB ICB	ICB	ICB ICB

Note 1: Mileage based upon the airline distance of the customer's Serving Area Point from the Company Central Office where the ATM switch is located within that Network Serving Area. A Per Mile Charge does not apply if the ATM switch is located in the customer's serving wire center.

Note 2: The Per Megabit Bandwidth Charge is applicable per PVC segment for PVCs with bandwidth greater than 1.536 Mbps.

Note 3: The Per Increment of 64 Kbps Bandwidth Charge is applicable per PVC segment for PVCs with bandwidth less than or equal to 1.536 Mbps.

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		 PVC Feature Ch 	arges			
		Nor	charge	Month to <u>Month</u>	12 to 36 Months	37 to 60 Months
1)	Con	stant Bit Rate (CBR) Service Category				
	a)	PVC Segment Charge, Per Segment	ICB	ICB	ICB	ICB
	b)	Per Megabit ² Bandwidth Charge, Per Segment	ICB	ICB	ſСВ	ICB
	c)	Per Increment of 64 Kbps ³ Bandwidth Charge, Per Segment	ICB	ICB	ICB	ICB
2)	Var	nable Bit Rate - Real Time (VBR-RT) S	ervice Cates	gory		
	a)	PVC Segment Charge, Per Segment	ICB	ICB	ICB	ICB
	b)	Per Megabit Bandwidth Charge, Per Segment	ICB	ICB	ICB	1CB
	c)	Per Increment of 64 Kbps Bandwidth Charge, Per Segment	ICB	ICB	ICB	ICB
3)	Var	iable Bit Rate – Non Real-Time (VBR-I	NRT) Servic	e Category		
	B)	PVC Segment Charge, Per Segment	ICB	ICB	ICB	ICB
	b)	Per Megabit Bandwidth Charge, Per Segment	ICB	ICB	ICB	ICB
	c)	Per Increment of 64 Kbps Bandwidth Charge, Per Segment	ICB	ICB	ſСВ	IСВ
4)	PV	C Segment Charge, Per PVC Segment.	ICB	ICB	ICB	ICB
		Customer Connection				
	a)	1.536 Mbps UBR Service Activation Charge	ICB	ICB	ICB	ICB
	b)	44.210 Mbps UBR Service Activation Charge	ICB	ICB	ICB	ICB
	c)	149.760 Mbps UBR Service Activation Charge	IСВ	ICB	ICB	ICB
	d)	599.040 Mbps UBR Service Activation Charge	ICB	ICB	ICB	ICB

Note 1: Mileage based upon the airline distance of the customer's Serving Area Point from the Company Central Office where the ATM switch is located within that Network Serving Area. A Per Mile Charge does not apply if the ATM switch is located in the customer's serving wire center.

Note 2: The Per Megabit Bandwidth Charge is applicable per PVC segment for PVCs with bandwidth greater than 1.536 Mbps.

Note 3: The Per Increment of 64 Kbps Bandwidth Charge is applicable per PVC segment for PVCs with bandwidth less than or equal to 1.536 Mbps.

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B. PVC Feature Charges (Cont.)

- 5) Inter-Network Service Area Link PVC Feature Charges
 - Inter-Network Serving Area Link PVC Establishment Charge, Per End of Link, Per PVC

8)	a) c)	R-NRT PVC Bandwidth Charge, Per PVC Per Megabit Per End of Link, or Per Increment of 64 Kbps, Per End of Link	ICB	ICB	ICB	ICB
8)	a)	Per Megabit Per End of Link, or	ICB	ſСВ	ICB	ICB
	a) b)	Per Megabit Per End of Link, or Per Increment of 64 Kbps, Per End of Link	ICB	ICB	ICB	ICB
7)		R-RT PVC Bandwidth Charge, Per		ICP	ICP	(CD
	a) b)	Per Megabit Per End of Link, or Per Increment of 64 Kbps, Per End of Link	ICB	ICB	ICB	ICB
6)	СВЕ	R PVC Bandwidth Charge, Per PV	Nonrecurring <u>Charge</u> C	Month to <u>Month</u>	A t2 to 36 Months	B 37 to 60 Months
		(1) Per establishment		Nonrect Char \$35.0	ge	

Note 1: The Per Megabit Bandwidth Charge is applicable per End of Link for PVCs with bandwidth greater than 1.536 Mbps.

Note 2: The Per Increment of 64 Kbps Bandwidth Charge is applicable per End of Link for PVCs with bandwidth less than or equal to 1.536 Mbps.

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Per Feature

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ICB

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4.2 Frame Relay Service

- A. Rates stabilized under a Fast Packet SSP arrangement are exempt from Company initiated increases, however, decreases to any rate element will automatically flow through to the customer.
- B. Termination Liability Charge
 - In the event that all or any part of a service is disconnected at customer request prior to expiration of any selected payment period of greater than one month's duration, the customer will be required to pay a Termination Liability Charge, unless conditions specified in Contract Plans preceding are met.
 - a) The Termination Liability Charge is determined by multiplying the number of months remaining in the contract payment period by the contracted monthly rate by 90 percent.
 - b) For example, a customer subscribes to a Fast Packet Transport Service using Term Payment Plan B and selects the 30 month payment period. After 12 months, the customer chooses to terminate service. The Termination Liability Charge is calculated by multiplying 18 months (30 months 12 months) by the monthly rate by 90 percent.
- C. When customers renew or change the length of their payment period, the rates applicable for the new period are those currently in effect at the time of the renewal or change in the length of the payment period. A service order charge will not be applicable for such renewals or changes to the payment period.

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4.2 Frame Relay Service (Cont.)

- D. Customer requests for inside moves of service will not affect the contractual period.
- E. A change in jurisdiction will not constitute a disconnect of service provided the new Fast Packet SPP arrangement is at least the minimum number of months allowable under Term Payment A (as defined in the Fast Packet Transport Service's specific tariff section) or equals/exceeds the remaining service period, whichever is greater, provided the new Fast Packet SPP arrangement is for the same customer at the same location for the same capacity service.
- F. When a tariffed service under a Fast Packet SPP arrangement is disconnected prior to the expiration of a selected service period as a result of a customer requested change of a Fast Packet Transport Service which is specifically allowed without Termination Liability Charge as set forth in that service's tariff or of a change of tariff jurisdiction, Termination Liability Charges will not apply when:
 - the completed service period is at least the minimum number of months allowable under the specific service's Term Payment Plan A or twenty-five percent of the length of the originally selected Fast Packet SPP service period, whichever is greater, and
 - 2) the service period of the new Fast Packet SPP arrangement is at least the minimum number of months allowable under Term Payment Plan A (as defined in the service's specific tariff section) or equals/exceeds the remaining service period of the disconnected arrangement, whichever is greater, and
 - the service orders to install the new service and disconnect the old service are related together and there is no lapse in service between installation of the new service and disconnection of the existing, and
 - the service orders are for the same customer at the same location.

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Gregg Logan, Vice President 125 S. Congress Street, Suite 1830 Jackson, MS 39201 NOV 0 1 2001

4.2 Frame Relay Service (Cont.)

G. Fast Packet Option

1) Broadband Exchange Line-FPO

		Nonrecurring Charge	Month To Month	A 12 to 36 Months	B 37 to 60 Months
a) b) c) d) e) f)	56 Kbps 64 Kbps 128 Kbps (2B1Q) 1.536 Mbps 44.210 Mbps 149.760 Mbps 599.040 Mbps	ICB ICB ICB ICB ICB ICB	ICB ICB ICB ICB ICB ICB	ICB ICB ICB ICB ICB ICB	ICB ICB ICB ICB ICB ICB

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4.2 Frame Relay Service (Cont.)

H. Customer connection to Frame Relay Service

 A minimum of one Customer Connection is required per customer to subscribe to Frame Relay Service. Each Customer Connection includes one DLCI.

			Month	A	В
		Nonrecurring	To	12 to 36	37 to 60
		Charge	Month	Months	Months
a)	at 56 Kbps	ICB	ICB	ICB	ICB
b)	at 64 Kbps	ICB	ICB	ICB	ICB
c)	at 112 Kbps	ICB	ICB	ICB	ICB
ď)	at 128 Kbps	ICB	ICB	ICB	ICB
e)	at 192 Kbps	ICB	ICB	ICB	ICB
f)	at 256 Kbps	ICB	ICB	ICB	ICB
g)	at 320 Kbps	ICB	ICB	ICB	ICB
h)	at 384 Kbps	ICB	ICB	ICB	ICB
i)	at 448 Kbps	ICB	ICB	ICB	ICB
j)	at 512 Kbps	ICB	ICB	ICB	ICB
k)	at 576 Kbps	ICB	ICB	ICB	ICB
l)	at 640 Kbps	ICB	ICB	ICB	ICB
m)	at 704 Kbps	ICB	ICB	ICB	ICB
n)	at 768 Kbps	ICB	ICB	ICB	ICB
0)	at 1024 Kbps	ICB	ICB	ICB	ICB
p)	at 1152 Kbps	ICB	ICB	ICB	ICB
q)	at 1.536 Mbps	ICB	ICB	ICB	ICB
r)	at 44.210 Mbps	ICB	ICB	ICB	ICB

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4.2 Frame Relay Service (Cont.)

I. Back-Up Capability

On an optional basis a customer may choose to have Back-Up Capability for their Frame Relay Service. A minimum of one Back-Up Frame Relay Customer Connection is required in order to have Back-Up Capability. (Provisioning Basic Class of Service: FPLBN)

1) Back-Up Frame Relay Customer Connection

		Nonrecurring Charge	Month To Month	A 12 to 36 Months	B 37 to 60 Months
a) b) c) d)	at 56 Kbps at 64 Kbps at 1.536 Mbps at 44.210 Mbps	ICB ICB ICB ICB	ICB ICB ICB ICB	ICB ICB ICB	ICB ICB ICB ICB

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4.2 Frame Relay Service (Cont.)

J. Frame Relay Service Feature Charges

1) DLCI

a) Per DLCI

0 Kbps	ICB
l thru 32 Kbps	ICB
33 thru 56 Kbps	ICB
57 thru 64 Kbps	ICB
65 thru 128 Kbps	ICB
129 thru 256 Kbps	ICB
257 thru 384 Kbps	ICB
385 thru 512 Kbps	ICB
513 thru 768 Kbps	ICB
769 thru 1.536 Kbps	ICB
1.537 thru 4 Mbps	ICB
4.1 thru 10 Mbps	ICB
10.1 thru 16 Mbps	ICB
16.1 thru 34 Mbps	ICB
34.1 thru 44.210 Mbps	ICB

2) Committed Information Rate (CIR)

		Nonrecurring Charge	Monthly Rate
a)	Each	ICB	ICB

The chosen CIR cannot exceed the minimum transmission speed of the link at either end of the PVC.

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4.2 Frame Relay Service (Cont.)

J. Frame Relay Service Feature Charges (Cont.)

1) Inter-Network Serving Area Link

		Nonrecurring Charge	Monthly Rate
a)	Per End of Link, per establishment	ICB	ICB
b)	CIR 0 thru 32 Kbps 33 thru 56 Kbps 57 thru 64 Kbps 65 thru 128 Kbps 129 thru 256 Kbps 257 thru 384 Kbps 385 thru 512 Kbps 513 thru 768 Kbp 769 thru 1.536 Mbps 1.537 thru 4 Mbps 4.1 thru 10 Mbps 10.1 thru 16 Mbps 16.1 thru 34 Mbps 34.1 thru 44.210 Mbps	ICB	ICB

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4.2 Frame Relay Service (Cont.)

K. Broadband Exchange Line Extension-FPO

1) An extension less than 20 miles,

Per Extension				
		Month	A	В
	Nonrecurring	To	12 to 36	37 to 60
	Charge	Month	Months	Months
56 Kbps	ICB	ICB	ICB	ICB
64 Kbps	ICB	ICB	ICB	ICB
1.536 Mbps	ICB	ICB	ICB	ICB
44.210 Mbps	ICB	ICB	ICB	ICB
149.760 Mbps	ICB	ICB	ICB	ICB
599.040 Mbps	ICB	ICB	ICB	ICB
2) An extension 20 – 50 miles, Per Extension				
56 Kbps 64 Kbps 1.536 Mbps 44.210 Mbps 149.760 Mbps 599.040 Mbps	ICB ICB ICB ICB ICB	ICB ICB ICB ICB ICB ICB	ICB ICB ICB ICB ICB ICB	ICB ICB ICB ICB ICB
3) An extension 51 ~ 75 miles, Per Extension				
56 Kbps 64 Kbps 1.536 Mbps 44.210 Mbps 149.760 Mbps 599.040 Mbps	ICB ICB ICB ICB ICB	ICB ICB ICB ICB ICB	ICB ICB ICB ICB ICB	ICB ICB ICB ICB ICB

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4.2 Frame Relay Service (Cont.)

K. Broadband Exchange Line Extension-FPO (Cont.)

2) An extension 76 – 100 miles, Per Extension

Fer Extension				
		Month	A	В
	Nonrecurring	To	12 to 36	37 to 60
	Charge	Month	Months	Months
56 Kbps	ICB	ICB	ICB	ICB
64 Kbps	ICB	ICB	ICB	ICB
1.536 Mbps	ICB	ICB	ICB	ICB
44.210 Mbps	ICB	ICB	ICB	ICB
149.760 Mbps	ICB	ICB	ICB	ICB
599.040 Mbps	ICB	ICB	ICB	ICB
	3) An extension 101 – 125 miles,			
Per Extension				
56 Kbps	ICB	ICB	ICB	ICB
64 Kbps	ICB	ICB	ICB	ICB
1.536 Mbps	ICB	ICB	ICB	ICB
44.210 Mbps	ICB	ICB	ICB	ICB
149.760 Mbps	ICB	ICB	ICB	ICB
599.040 Mbps	ICB	ICB	ICB	ICB
·				
	4) An extension more than 125 miles,			
Per Extension				
56 Kbps	ICB	ICB	ICB	ICB
64 Kbps	ICB	ICB	ICB	ICB
1.536 Mbps	ICB	ICB	ICB	ICB
44.210 Mbps	ICB	ICB	ICB	ICB
149.760 Mbps	ICB	ICB	ICB	ICB
599.040 Mbps	ICB	ICB	ICB	ICB

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4.3 Restoral of Service Charge

In the event service is temporarily suspended for non-payment such service will be restored upon payment of all charges due.

Subscribers not reestablished within five (5) days from date of suspension will be treated as a new subscriber and appropriate Nonrecurring Charges and an advance payment will apply.

4.4 Charges Related to Customer Activity

4.4.1 Extra Copies of Bill

Extra copies of a subscriber's monthly bill will be provided by the Carrier at the rate of \$1.25 per copy, per page, minimum of \$5.00.

4.4.2 Service Trip Charge

In the event the subscriber reports a service difficulty or trouble report that requires an on premise visit by the Company and the service difficulty or trouble reported is not a result of Company-provided equipment and/or no service difficulty or trouble is found in the Company-provided equipment, a Service Trip Charge of \$75.00 may be charged to the subscriber for the visit by the Company.

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4.5 Carrier Line Charge

4.5.1 Primary Line

Customers for outbound services contained in this tariff are subject to an undiscountable Carrier Common Line Charge which is a per line (local exchange carrier provided switched access line) monthly charge. The Carrier Line Charge is \$.53 per single party residential and business lines, per month for the following service:

Broadband Exchange Line Service

4.5.2 Non-Primary Lines

A Carrier Line Charge applies to each non-primary line presubscribed to TNI as the primary interexchange carrier where the Customer has multiple lines. This charge applies on a monthly basis and to all Customers bimonthly bills.

For each non-primary residential line presubscribed to TNI as the primary interexchange carrier.

Monthly Rate, per line

\$1.50

4.5.3 The Carrier Line Charge is \$2.75 per line, per month for the following services:

Multiline Business

- 4.5.4 The Carrier Line Charge for Centrex is \$.30 per line, per month.
- 4.5.5 The Carrier Line Charge for Integrated Services Digital Network (ISDN) is \$13.75 per line, per month.

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