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October 19, 2005

Ms. Beth Salak
FLORIDA PUBLIC SERVICE COMMISSION
Division of Competitive Markets and Enforcement
Attn: Tariff Section
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

RE: **TI793**

Attached for filing, please find the following revised pages for the Florida Tariff P.S.C. No. 2. This filing is submitted with a proposed effective date of October 21, 2005. Sprint's tariffs are available on it's website at www.sprint.com/tariffs.

452nd Revised Sheet 1.1	4th Revised Sheet 22.1	1st Revised Sheet 38
3rd Revised Sheet 1.1.1	3rd Revised Sheet 23	1st Revised Sheet 39
1st Revised Sheet 9	5th Revised Sheet 25	1st Revised Sheet 40
3rd Revised Sheet 11	1st Revised Sheet 26	2nd Revised Sheet 41
Original Sheet 11.1	5th Revised Sheet 27	2nd Revised Sheet 43.2
3rd Revised Sheet 12	4th Revised Sheet 27.1	6th Revised Sheet 50.7.1
3rd Revised Sheet 13	3rd Revised Sheet 28	2nd Revised Sheet 50.7.7.1
4th Revised Sheet 14	2nd Revised Sheet 31	3rd Revised Sheet 50.7.7.2
5th Revised Sheet 15	4th Revised Sheet 32	2nd Revised Sheet 50.7.9
Original Sheet 15.1	1st Revised Sheet 33	4th Revised Sheet 50.9
1st Revised Sheet 18	1st Revised Sheet 34	3rd Revised Sheet 50.11
2nd Revised Sheet 19	1st Revised Sheet 35	2nd Revised Sheet 50.15
1st Revised Sheet 20	1st Revised Sheet 36	5th Revised Sheet 90.8
1st Revised Sheet 21	1st Revised Sheet 37	2nd Revised Sheet 90.8.0
4th Revised Sheet 22		

The purpose of this filing is to make various housekeeping changes to assist in standardization and clarification. No current customers are impacted by the changes in this filing.

Commission consideration and timely approval of these pages are respectfully requested. If you have any questions or need additional information regarding this filing, please call me at (913) 315-9379.

Sincerely,

Mary L. Matthews

Attachments
cc: Nancy Schnitzer
FL 05-91

INTERCITY TELECOMMUNICATIONS SERVICES

CHECK SHEET

Sheets listed below are effective as of the date shown. Revised sheets as named below contain all changes from the original tariff that are in effect on the date thereof. *Asterisk indicates changes in the current tariff filing.

<u>Sheet</u>	<u>Revision No</u>	<u>Sheet</u>	<u>Revision No.</u>	<u>Sheet</u>	<u>Revision No.</u>	<u>Sheet</u>	<u>Revision No.</u>
1	1st	33	* 1st	50.7.2	4th	54.1	Original
1.1	* 452nd	34	* 1st	50.7.3	2nd	55	1st
1.1.1	* 3rd	34.1	1st	50.7.4	1st	56	Original
2	265th	34.2	1st	50.7.4.1	3rd	57	2nd
2.1	121st	35	* 1st	50.7.5	3rd	57.1	Original
2.2	70th	36	* 1st	50.7.6	4th	57.2	Original
3	1st	37	* 1st	50.7.7	Original	58	Original
4	6th	38	* 1st	50.7.7.0	Original	59	Original
5	12th	38.1	1st	50.7.7.1	* 2nd	60	1st
5.1	7th	39	* 1st	50.7.7.2	* 3rd	61	8th
6	2nd	40	* 1st	50.7.7.3	1st	62	3rd
7	Original	41	* 2nd	50.7.8	1st	62.1	4th
8	2nd	42	4th	50.7.9	* 2nd	62.2	1st
9	* 1st	42.1	5th	50.8	3rd	63	4th
10	2nd	43	10th	50.8.1	1st	64	3rd
11	* 3rd	43.1	3rd	50.8.2	Original	64.1	1st
11.1	* Original	43.2	* 2nd	50.9	* 4th	65	1st
12	* 3rd	43.3	3rd	50.9.1	Original	66	Original
13	* 3rd	43.4	Original	50.10	1st	67	44th
14	* 4th	43.5	Original	50.11	* 3rd	67.1	20th
15	* 5th	44	4th	50.12	1st	67.2	5th
15.1	* Original	45	5th	50.13	1st	67.3	1st
16	5th	46	4th	50.14	2nd	68	4th
17	1st	47	5th	50.15	* 2nd	69	5th
18	* 1st	47.1	6th	50.16	1st	69.1	5th
19	* 2nd	47.1.1	2nd	50.17	2nd	69.2	Original
20	* 1st	47.2	1st	50.18	2nd	69.3	1st
21	* 1st	48	6th	50.18.1	2nd	69.4	1st
21.1	1st	48.0.1	4th	50.18.2	1st	69.5	5th
21.2	1st	48.0.2	1st	50.19	1st	69.6	3rd
21.3	1st	48.0.3	1st	50.20	4th	69.7	Original
21.4	1st	48.0.4	Original	50.21	2nd	69.8	Original
22	* 4th	48.1	4th	50.22	Original	69.9	3rd
22.1	* 4th	49	2nd	50.23	2nd	69.10	3rd
23	* 3rd	50	5th	50.24	1st	69.11	2nd
24	1st	50.1	12th	50.25	Original	69.12	3rd
25	* 5th	50.2	13th	50.26	2nd	69.12.1	1st
26	* 1st	50.2.1	Original	50.27	Original	69.13	3rd
27	* 5th	50.3	11th	50.28	4th	69.14	1st
27.1	* 4th	50.4	1st	50.29	3rd	69.15	2nd
28	* 3rd	50.5	1st	50.30	Original	69.16	1st
29	3rd	50.6	1st	50.31	Original	69.17	1st
30	Original	50.7	6th	51	1st	69.18	Original
30.1	1st	50.7.0	3rd	52	Original	69.19	Original
31	* 2nd	50.7.1	* 6th	53	1st	69.20	Original
32	* 4th	50.7.1.0	2nd	54	Original	69.21	Original

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INTERCITY TELECOMMUNICATIONS SERVICES

CHECK SHEET

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<u>Sheet</u>	<u>Revision No</u>	<u>Sheet</u>	<u>Revision No.</u>	<u>Sheet</u>	<u>Revision No.</u>	<u>Sheet</u>	<u>Revision No</u>
70	1st	80.34	2nd	90.4.3	1st		
71	Original	80.35	3rd	90.5	5th		
72	Original	80.36	2nd	90.6	Original		
73	Original	80.37	2nd	90.7	7th		
74	Original	80.38	3rd	90.8	* 5th		
75	Original	80.39	2nd	90.8.0	* 2nd		
76	1st	80.40	2nd	90.8.1	1st		
77	Original	81	11th	90.8.2	6th		
78	4th	81.0.1	2nd	90.8.3	3rd		
78.1	3rd	81.1	6th	90.8.4	5th		
78.2	3rd	82	4th	90.8.5	3rd		
79	4th	83	5th	90.8.6	5th		
79.1	Original	83.1	Original	90.8.7	3rd		
80	1st	84	2nd	90.8.8	2nd		
80.1	Original	85	4th	90.8.8.1	Original		
80.2	9th	85.1	2nd	90.8.8.2	Original		
80.3	7th	85.2	4th	90.8.8.3	Original		
80.3.1	2nd	85.2.1	Original	90.8.8.4	Original		
80.4	1st	85.3	2nd	90.8.8.5	Original		
80.5	1st	85.4	5th	90.9	2nd		
80.6	1st	85.5	4th	90.9.1	Original		
80.7	1st	85.6	1st	90.9.2	1st		
80.8	1st	85.7	Original	90.9.3	Original		
80.9	1st	85.8	Original	90.10	5th		
80.10	5th	85.9	Original	90.10.1	Original		
80.11	5th	86	5th	90.11	3rd		
80.12	7th	86.1	Original	90.12	2nd		
80.13	2nd	87	4th	90.13	1st		
80.14	2nd	87.1	2nd	90.14	Original		
80.15	2nd	87.2	2nd	90.15	2nd		
80.16	2nd	88	2nd	90.16	2nd		
80.17	2nd	89	2nd	90.17	Original		
80.18	2nd	90	11th	90.18	4th		
80.19	2nd	90.1	8th	90.19	4th		
80.20	2nd	90.1.1	4th	90.20	3rd		
80.21	2nd	90.2	6th	90.21	3rd		
80.22	2nd	90.3	10th	90.22	4th		
80.23	2nd	90.4	9th	90.23	4th		
80.24	3rd	90.4.1	7th	90.23.1	5th		
80.25	3rd	90.4.1.1	5th	90.23.2	4th		
80.26	3rd	90.4.1.2	6th	90.23.2.1	4th		
80.26.1	2nd	90.4.1.3	2nd				
80.26.2	2nd	90.4.1.4	2nd				
80.27	2nd	90.4.1.5	3rd				
80.28	2nd	90.4.1.6	4th				
80.29	2nd	90.4.1.7	2nd				
80.30	2nd	90.4.1.8	2nd				
80.31	3rd	90.4.1.9	1st				
80.32	3rd	90.4.2	2nd				
80.33	2nd						

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INTERCITY TELECOMMUNICATIONS SERVICES

4 TERMS AND CONDITIONS

Unless otherwise specified, the following Terms and Conditions apply for all business (N)
and residential services provided by the Company. (N)

.1 Definitions

Certain terms used generally throughout this tariff for services furnished by the (N)
Company, are defined below. (N)

Authorization Code

The term "Authorization Code" denotes code given to non-Feature Group D
subscribers which, when dialed in proper sequence from the subscriber's premises,
identifies the subscriber for billing purposes.

Authorized User

The term "Authorized User" denotes a person, firm or corporation who is authorized
by the subscriber to be connected to the service of the subscriber.

Automatic Number Identification (ANI)

The term "Automatic Number Identification" refers to the calling telephone number
(NPA-NXX-XXXX) identification which will be forwarded to the Company's (T)
network by the Local Exchange Company (LEC) as a call is placed. ANI is provided
by the LEC only when Feature Group B direct or Feature Group D interconnections
(T)
are used to gain access to the Company's switched telecommunications services.

Band

The term "Band" represents the spectrum of frequencies within two definite limits.

Business Sense

The term "Business Sense" denotes an integrated business platform of switched voice
and data services designed to meet the communications needs of small business
customers.

Carrier (a.k.a. Company) (T)

The term "Carrier" refers Sprint Communications Company L.P.

INTERCITY TELECOMMUNICATIONS SERVICES

4 TERMS AND CONDITIONS (Continued)

.1 Definitions (Continued)

Channel Bank

The term "Channel Bank" refers to the equipment required for conversion between analog to digital signals and to accomplish multiplexing functions

Common Control Switching Arrangement (CCSA)

The term "Common Control Switching Arrangement" denotes private switched service network that directs station-to-station network inward and outward dialing and other features similar to those normally provided by the public telephone network.

Co-located T-1 Access

The term "Co-located T-1 Access" refers to the access arrangement which does not make use of local exchange company (LEC) facilities and is available to the Company customers whose premises are located in the same location as the Company's point-of-presence (POP).

Company

The term "Company" refers to Sprint Communications Company L.P.

Customer (a.k.a. Subscriber)

The terms "customer" or "Subscriber" denotes the person, firm company, corporation or other entity, including Casual Callers, having communications requirements of its own which uses services under this Tariff and is responsible for the payment of charges as well as compliance with the Company's regulations pursuant to this tariff.

Dedicated Access Line (DAL)

The term "Dedicated Access Line" denotes a dedicated communications channel which terminates on a switch facility provided by the Company.

(N)

(N)

(T)

(M)

(M)

(M) Material formerly appearing on this sheet now appears on Original Sheet 11.1.

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INTERCITY TELECOMMUNICATIONS SERVICES

4 TERMS AND CONDITIONS (Continued)

.1 Definitions (Continued)

Digital Level Control Module (DLCM)

(M)

The term "Digital Level Control Module" refers to equipment which may be required to match the two levels of digital signals between a subscriber's PABX and Carrier's network.

Enhanced Private Switched Communications Service (EPSCS)

The term "EPSCS" denotes a switched private-line offering which provides additional services to CCSA services.

Equal Access Exchange Area (EAEA)

The term "EAEA" denotes equal access exchange areas in Florida that are geographical areas based on 1987 toll centers.

Exchange Area

The term "Exchange Area" denotes a geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified areas where individual telephone exchange companies hold themselves out to provide communications services.

(M)

(M) Material now appearing on this sheet formerly appeared on 2nd Revised Sheet 11.

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INTERCITY TELECOMMUNICATIONS SERVICES

4 TERMS AND CONDITIONS (Continued)

.1 Definitions (Continued)

Hierarchy Billing

The term "Hierarchy Billing" denotes the Carrier's flexible, customer defined invoicing. Customers can choose where their invoices are sent, who is to receive each invoice, whether to have all services invoiced together, invoiced separately, or in any combination thereof. The customer can select the data format for their invoice and call detail.

Holidays

The term "Holidays" denotes all Company-specified holidays: New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Normal time of day charges apply for calls placed on holidays. (T)

Intercity Channels

The term "Intercity Channels" denotes those channels derived from the Company's network to provide communications capability between cities. (T)

Intercity Circuit

The term "Intercity Circuit" denotes a circuit, created by the Company by means of multiplex equipment, between the Company's switches, which are shared by subscribers. Shared intercity circuits will consist of identifiable and discrete circuits between a given city-pair. (T)
(T)

Intercity Mileage

The term "Intercity Mileage" denotes the mileage, measured as the shortest distance between any two of the Company's points-of-presence (POPs) using the telephone industry standard rate centers ("V" & "H") coordinates associated with said Company's offices. (T)
(T)

INTERCITY TELECOMMUNICATIONS SERVICES

4 TERMS AND CONDITIONS (Continued)

.1 Definitions (Continued)

Local Access Transport Area (LATA)

The term "Local Access Transport Area" denotes a geographical area established by the U. S. District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange company (LEC) provides communication services.

Local Distribution Area (LDA)

The term "Local Distribution Area" denotes a geographically contiguous area surrounding the Company's Point-of-Presence (POP). (T)

Local Distribution Facility (LDF)

The term "Local Distribution Facility" denotes the channel used to connect the Company's Point-of-Presence (POP) to the subscriber's premises. Normally, this channel will have a network terminal on one end (Company's office) and a subscriber terminal on the other end (subscriber's premises). (T)
(T)

Location

The term "location" denotes a physical premise to or from which the Company provides service. In instances where a customer obtains services from the Company at multiple locations, each of these locations will be designated as either "associated" or "non-associated." An "associated" location is a location in which a customer owns or leases, or which is occupied by a business enterprise in which the customer has an equity interest of twenty (20) percent or more or which is occupied by a franchisee of the customer. All locations other than "associated" locations will be considered "non-associated" locations. At those locations defined as "non-associated," the customer (or plan sponsor) will be responsible for providing billing and customer service functions for all such locations and must accept financial responsibility for charges incurred by all "non-associated" locations in the event of non-payment to the Company. The customer (or plan sponsor) in selling or servicing its "non-associated" locations shall not use the Sprint name or logo in any promotional materials, contracts, service bills, etc., without expressed written permission from Sprint. In addition, the customer shall not reference the Company in an underlying manner, such as, "We use the Big Three," in such communications. (T)
(T)
(T)

INTERCITY TELECOMMUNICATIONS SERVICES

4 TERMS AND CONDITIONS (Continued)

.1 Definitions (Continued)

Normal Work Hours

The term "Normal Work Hours" denotes the time after 8:00 AM and before 5:00 PM Monday through Friday excluding holidays.

Off-Net

The term "Off-Net" denotes origination or termination of calls over shared-use facilities.

Off-Network Access Line (ONAL)

The term "Off-Network Access Line" denotes a facility leased by the Company and used in common by the subscriber to gain entrance to and/or exit from the Company's network. (T)

On-Net

The term "On-Net" denotes origination or termination of calls over dedicated facilities.

Other Common Carrier (OCC)

The term "Other Common Carrier" denotes a specialized or other type of common carrier authorized by the Federal Communications Commission to provide domestic or international communications services.

Point-of-Presence (POP)

The term "Point-of-Presence" denotes a point on the Company's system where the intercity communications channels and local distribution facilities are terminated within that LATA. Other functions such as switching, coordination, testing, and connections with subscriber-provided communications channels may also be performed at these points.

(M)(M1)
| | (T)
| |
(M)(M1)

(M) Material formerly on this sheet now appears on 5th Revised Sheet 15.

(M1) Material now appearing on this sheet formerly appeared on 4th Revised Sheet 15.

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INTERCITY TELECOMMUNICATIONS SERVICES

4 TERMS AND CONDITIONS (Continued)

.1 Definitions (Continued)

(M)

(M)

Premises

(N)

The terms "Premises" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.).

PRIVATE LINE Service

The term "PRIVATE LINE Service" denotes non-switched point-to-point interLATA service(s) over fully dedicated lines at a fixed monthly rate.

(N)

Purchase Refresh

Some Sprint Prepaid PhoneCards have a "recharge" feature whereby the consumer may add increments of minutes or dollars, in the format of the original card, to their phone card by calling the 800 number on the back of the card. Consumers may add up to \$100 one time in a 24-hour period. Additional time must be paid for by the consumer with a major credit card and will be added to the prepaid card once the credit card has been verified. The recharge rates will equal the rates of the prepaid card at the time of purchase unless otherwise stated in this tariff.

Qualified Residential

(M1)

Business customer's employees, listed in the product section herein as qualified residential, may subscribe to the business customer's service for satellite locations (e.g., from home). The satellite locations will receive the customer's applicable underlying business rates as defined in this tariff. The usage of the business customer's employees' services will be invoiced to the business customer and the business customer will be financially responsible for payment of such employees' usage.

(M1)

(M2)

(M2)

(M) Material formerly on this sheet now appears on 4th Revised Sheet 14.

(M1) Material now appearing on this sheet formerly appeared on 3rd Revised Sheet 14.

(M2) Material formerly appearing on this sheet now appears on Original Sheet 15.1.

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INTERCITY TELECOMMUNICATIONS SERVICES

4 TERMS AND CONDITIONS (Continued)

.1 Definitions (Continued)

Rate Center

(N)

The term "Rate Center" denotes a geographically specified point used to determine mileage dependent rates.

(N)

Rate Periods

(M)

Rate periods are applicable as indicated in Section 4.26

Real Solutions

The term "Real Solutions" denotes a packaged telecommunications service of voice and data services with switched and dedicated access facilities.

Real -Time Rated

A service whereby the End User requests the Company to monitor the start and stop time of a call for the purpose of on-site payment and/or other call accounting purposes.

Single Source Solutions

The term "Single Source Solutions" denotes a package of wholesale telecommunications voice and data products/services and switched and dedicated access facilities.

(M)

(M) Material now appearing on this sheet formerly appeared on 4th Revised Sheet 15.

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INTERCITY TELECOMMUNICATIONS SERVICES

4 TERMS AND CONDITIONS (Continued)

- .2 Undertaking of the Company (T)
- .1 The facilities of the Company will be available as soon as practicable upon receipt of an order for service between those points in a different LATAs as specified. Interconnection of the Company's facilities with the facilities of other duly authorized and regulated communications common carriers, and with International Record Carriers ("IRCs"), will be permitted. (T)
- .2 The obligation of the Company to provide service is dependent upon its ability to procure, construct, and maintain facilities which are required to meet the subscriber's order for service. The Company will make all reasonable efforts to secure the necessary facilities and will amend its tariff accordingly, providing such new service will not adversely affect the Company's present services. (T)

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INTERCITY TELECOMMUNICATIONS SERVICES

4 TERMS AND CONDITIONS (Continued)

.3 Liability of the Carrier

- .1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in the transmission occurring in the course of furnishing service, channels, or other facilities and not caused by the negligence of the subscriber, commences upon agreement to provide service and in no event exceeds an amount equivalent to the charges the Company would make to the subscriber for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur. Such liability does not include avoidable damage to the subscriber's premises. For the purpose of computing such amount, a month is considered to have thirty (30) days. (T)
- .2 When the facilities of other carriers are used in establishing connections to points not reached by the Company's facilities, the Company is not liable for any act or omission of the other carrier or carriers. The subscriber will indemnify and save harmless the Company from any third-party claims for such damages referred to in this Section. (T)
- .3 The Company will make no refund of overpayments by a subscriber unless the claim for such overpayment, together with proper evidence, is submitted within two (2) years from the date of the alleged overpayment. In calculating refunds, any applicable discounts will be adjusted based on the total monthly usage after all credits or adjustments have been applied. (T)
- .4 Limitation of Liability: The Company will not be liable for any consequential, incidental or indirect damages for any cause of action, whether in contract or tort. Consequential lost projects, lost revenues, and loss of business opportunity, whether or not the other party was aware or should have been aware of the possibility of these damages. (T)
- .5 Y2K: Company Services will operate as specified in its agreement with Customer during the 20th and 21st centuries. The Company will make reasonable efforts to cure any material failure to provide Services caused solely by year 2000 defects in the Company's hardware, software or systems. Due to the interdependence amount telecommunications, companies and the interrelationship with on-the Company processes, equipment and systems, the Company is not responsible for failures caused by circumstances beyond its control including, but not limited to, failures caused by: (1) a local exchange carrier; (2) Customer premise equipment; or (3) Customer. In addition, the Company does not ensure compatibility between Sprint Services and non-Sprint Services used by Customer. (T)

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INTERCITY TELECOMMUNICATIONS SERVICES

4 TERMS AND CONDITIONS (Continued)

.3 Liability of the Company (Continued) (T)

.4 VPN/VPN Premiere

In addition to the above, the following terms apply:

- .1 Except for credit allowances for interruption as specified herein, the Company shall not be liable for any failure of performance due to causes beyond its reasonable control, including, but not limited to acts of God, fires, meteorological phenomena, floods or other catastrophes; national emergencies, insurrections, riots or wars; strikes, lockouts, work stoppages or other labor difficulties; and any law, order, regulation or other action of any governing authority or agency thereof. WITH RESPECT TO THE SERVICES, MATERIALS, AND EQUIPMENT PROVIDED HEREUNDER, the Company HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, NOT STATED IN THIS TARIFF AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. (T)
- .2 The Company shall not be liable for: (T)
 - (a) Unlawful use or use by an unauthorized person of the Company's facilities and services. (T)
 - (b) Any claim resulting from furnishing, installation, operation, maintenance, or removal of facilities at subscriber's premises;
 - (c) Any claim arising out of a breach in the privacy or security of communications transmitted over the Company's facilities; (T)
 - (d) Changes in any of the facilities, operations, services or procedures of the Company that render any facilities or services provided by subscriber obsolete, or require modification or alteration of such facilities or services, or otherwise affect their use or performance. The Company will endeavor to advise subscriber on a timely basis of such change. (T)

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INTERCITY TELECOMMUNICATIONS SERVICES

.4 TERMS AND CONDITIONS (Continued)

.3 Liability of the Company (Continued) (T)

.4 VPN/VPN Premiere (Continued)

.3 Subscriber shall indemnify and save the Company harmless from any and all liability not expressly assumed by the Company in this section and arising in connection with the provision of service by the Company to subscriber, and shall protect and defend the Company from any suits or claims alleging such liability, and shall pay all expenses (including attorneys' fees) and satisfy all judgments which may be incurred by or rendered against the Company in connection therewith. The Company shall notify subscriber of any such suit or claim against the Company. The Company reserves the right to participate in the defense of any such suit or claim. (T)

.4 The liability of the Company for any interruption or failure of service shall in no event exceed the credit allowance provided for herein. the Company shall not be liable to subscriber or any Authorized User for any loss or damage incurred by reason of or incidental to any delay or interruption of service, or for any failure in or breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors or defects in transmission occurring in the course of furnishing service, except to the extent of such credit allowance, which shall constitute subscriber's sole and exclusive remedy hereunder. (T)

INTERCITY TELECOMMUNICATIONS SERVICES

4 TERMS AND CONDITIONS (Continued)

.4 Use of Service

Neither subscribers nor their authorized users may use the services furnished by the Company for any unlawful purpose. Use and restoration of the service furnished by the Company will be in accordance with Part 64, Subpart D of the Federal Communications Commission Rules. (T)

.1 Limitations of Service

The Company may deny, for any lawful reason, the Customer's request for service, or limit or allocate the facilities available to or utilized by any service, if necessary, to manage its network in an efficient manner; meet reasonable service expectations; furnish service to existing and future customers based on forecasted customer requirements; or for any other lawful reason.

The Company may, without notice, (consistent with governing laws or regulations) block traffic to local telephone exchanges ("NXX exchanges"), individual telephone stations, groups or ranges of individual telephone stations, or calls using certain customer authorized codes, whenever the Company deems it necessary to take such action to prevent (1) the unlawful use of service; (2) nonpayment for service; (3) the use of service in violation of this Tariff; or (4) network blockage or the degradation of service furnished to the Customer or other Customers.

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INTERCITY TELECOMMUNICATIONS SERVICES

.4 TERMS AND CONDITIONS (Continued)

.4 TERMS AND CONDITIONS (Continued)

.4 Use of Service

.5 Minimum Service Period

(T)

A minimum period for service will be one month (30 days) for all services other than Private Line Service, except where special construction is required.

.1 Private Line Service

The minimum service period is dependent upon the length of service commitment to which the subscriber agrees.

.1 CLEARLINE 1.5

The minimum service term is ninety (90) days for the month-to-month Clearline 1.5 Base Intercity Pricing Plan. In the event of early termination of service, the subscriber will be obligated as follows: Under the Base Intercity Pricing Plan the subscriber will pay a lump sum equal to 100 percent of the current monthly charges for the unexpired portion of a contract's first year plus 50 percent of the same monthly rate for the remainder of the term.

.2 VPN/VPN Premiere

The minimum service period for components of VPN/VPN Premiere ordered by subscriber is 30 days. However, if a Uniform Numbering Plan (as described in the Company's FCC Tariff) is required, the minimum service period is 90 days. For leased facilities provided by an OCC, the minimum service period shall be the same as that minimum service period imposed upon the Company by the OCC. For services provided through Company owned facilities, the minimum service period shall be ninety (90) days.

.3 Real Solutions, Business Sense and Sprint Business Flex

The minimum service period is the commitment term, as chosen by the subscriber.

(T)

INTERCITY TELECOMMUNICATIONS SERVICES

4 TERMS AND CONDITIONS (Continued)

.6 Ownership of Facilities

Title to all facilities provided by Carrier in accordance with these regulations remains with the Company. (T)

.7 Application of Service

The Company may require a subscriber to sign an application form furnished by the Company and to establish his credit as provided in these Regulations, as a condition precedent to the initial establishment of such service. The Company's acceptance of an order for service to be provided an applicant whose credit has not been duly established may be subject to the provisions described in the Deposit Section of this Tariff. (T)

The Company may also require a signed authorization from the subscriber for additions to or changes in existing service for such subscriber. (T)

An application for service canceled by the subscriber or the Company prior to the establishment of the service applied for is subject to the provisions of this Tariff. (T)

.1 Stand Alone Travel Card

The Company reserves the right to require the applicant to undergo a credit review. If the Company determines that the applicant does not pass its credit review process, the Company reserves the right to refuse service. (T)

.8 IXC Resellers

Customers reselling or rebilling services must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission. This applies to all services offered to customers as described in this tariff. (T)

.9 Hearing/Speech Impaired Discounts

Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

INTERCITY TELECOMMUNICATIONS SERVICES

4 TERMS AND CONDITIONS (Continued)

.12 Payment of Charges

.1 Billed Charges

(T)

For billing of fixed charges, service is considered to be established upon the day in which the Company notifies the subscriber of installation and testing of the subscriber's service. For miscellaneous services, subscribers will not be billed for the monthly recurring charges during the month subscriber's service commences.

(T)
(N)
|
(N)

Except as otherwise specified in this tariff, charges will be billed monthly in arrears and are due upon receipt. Subscriber will be billed for all usage accrued beginning immediately upon access to the service. Subscribers will be billed for usage occurring during their specific 30-day billing cycle, which for purposes of computing charges shall be considered a month. The rates charged to a subscriber will be the rates in effect on the first day of the subscriber's billing cycle.

Subscribers billed by local exchange telephone companies on behalf of the Company are responsible for any late-payment charges that the local exchange telephone companies may employ in their billing process.

(T)

If a Single Source Solutions subscriber does not give the Company written notice of a disputes with respect to the Company's charges within six months from the date the invoice was rendered, such invoice shall be deemed to be correct and binding on the subscriber. For miscellaneous services subscribers will not be billed for the monthly recurring charges during the month subscriber's service commences.

(T)
(T)

The Company will cease billing the Special Access Surcharge upon receipt of an exemption certificate.

(T)

The Company will provide Reseller's with a call detail media containing the service usage of the Reseller's Resale End Users. The Company may, at its option, and without liability to Reseller, modify the format of the call detail media following 30 days written notice to the Reseller.

(T)
(T)

INTERCITY TELECOMMUNICATIONS SERVICES

4 TERMS AND CONDITIONS (Continued)

.12 Payment of Charges (Continued)

.1 Billed Charges (Continued) (T)

.1 Private Line Service (T)

For billing of fixed charges, service is considered to be established on the day following the day on which the Carrier notified the subscriber of completion of installation and testing of the Carrier's channels and equipment.

All recurring charges which are determinable in advance, including minimum charges, are billed monthly in advance. Installation and other non-recurring charges are payable upon demand by the Carrier.

.2 VPN/VPN Premiere (T)

.1 Payment is due upon receipt by subscriber of a Company invoice. (T)
Installation charges will be billed on or after service installation; monthly recurring charges, which will begin to accrue one day after service commences, will be billed monthly in advance; usage charges, which will begin to accrue on the date service commences, will be billed after the use occurs; termination charges will be billed at the time of termination.

.2 In the event that the Company's ability to commence or to continue to provide service in a timely manner is delayed or interrupted because of the non-performance by subscriber of any obligation set forth in Section 2.13, subscriber shall pay to the Company amounts equal to the monthly recurring charges which would have been paid had the Company been able to commence or to continue to provide service unless such non-performance is due to causes beyond subscriber's reasonable control, including, but not limited to, acts of God, fires, meteorological phenomena, floods, or other catastrophes; national emergencies, insurrections, riots, or wars; strikes, lockouts, work stoppages or other labor difficulties; and any law, order, regulation or other action of any governing authority or agency thereof. (T)

(D)
|
(D)

INTERCITY TELECOMMUNICATIONS SERVICES

4 TERMS AND CONDITIONS (Continued)

.12 Payment of Charges (Continued)

.2 VPN/VPN Premiere (Continued) (T)

.3 Partial Months - Charges begin at the commencement of service to the start of the first month billing period, shall be the monthly recurring charges multiplied by the ratio of the number of days in such partial billing period to thirty (30) days. There will be no pro-ration of the monthly recurring charge for a partial month's service when a customer cancels service. (T)

.3 Adjustments for Taxes and Fees (T)

When any municipality, other political subdivision or local agency of government, or Florida Public Service Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable, be billed pro rata to the Company customers receiving service within the territorial limits of such municipality, other political subdivision or local agency of government. (T)

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, the Frequent Flyer Excise Charge, and compensation to payphone service providers for use of their payphones to access the Company's services. (T)

.4 Late Fee (T)

Beginning with invoices issued after September 1, 1999, residential subscribers billed directly by the Company may be assessed a late fee of 1.5% on payments not received within 30 days from the invoice date, where capabilities exist. The late fee will be applied to the entire unpaid balance of the customer's monthly invoice, including taxes. The late fee will not be applied to any disputed portion of the unpaid balance if the dispute is resolved in the customer's favor. A late fee of 1.5% is not applicable to subsequent rebilling of any amount to which a late fee has already been applied. Late charges are to be applied without discrimination. (T)

INTERCITY TELECOMMUNICATIONS SERVICES

4 TERMS AND CONDITIONS (Continued)

.12 Payment of Charges (Continued)

4 Late Fee (Continued)

(T)

Beginning with invoices issued after June 1, 2000, business subscribers billed directly by the Company may be assessed a late fee of 1.5% on payments not received within 30 days from the invoice date, where capabilities exist. The late fee will be applied to the entire unpaid balance of the customer's monthly invoice, including taxes. The late fee will not be applied to any disputed portion of the unpaid balance if the dispute is resolved in the customer's favor. A late fee of 1.5% is not applicable to subsequent rebilling of any amount to which a late fee has already been applied. Late charges are to be applied without discrimination.

(T)

5 Monthly Recurring Charges

(T)

After the minimum service period, the full monthly recurring charge applicable for any service provided under this Tariff will apply for each month, or partial month, per account. Except as may be otherwise specified in this Tariff, there will be no pro-ration of this charge for a partial month's service when a customer cancels service.

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4 TERMS AND CONDITIONS (Continued)

.13 Return Check Fee

A charge of fifteen dollars (\$15.00) or applicable state return check charge, whichever is less, may be applied whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

.14 Deposits

Each applicant for service will be required to establish credit. Any applicant whose credit has not been duly established may be required to make a deposit to be held as a guarantee of payment of charges at the time of application. In addition, an existing subscriber may be required to make a deposit or increase a deposit presently held.

A deposit is not to exceed the estimated charges for two (2) months' service plus installation. A deposit will be returned:

- When an application for service has been canceled prior to the establishment of service. The deposit will be applied to any charges applicable in accordance with the tariff and the excess portion of the deposit will be returned.
- At the end of six (6) months of a satisfactory credit history.
- Upon the discontinuance of service. The Company will refund the subscriber's deposit or the balance in excess of unpaid bills for the service.

The fact that a deposit has been made in no way relieves the subscriber from complying with the regulations with respect to the prompt payment of bills on presentation. The Company will pay interest on deposits pursuant to the rules and regulations of the State of Florida. (T)

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INTERCITY TELECOMMUNICATIONS SERVICES

4 TERMS AND CONDITIONS (Continued)

.16 Cancellation For Cause

The Company by written notice to subscriber or applicant, may immediately cancel the application for and/or discontinue service without incurring any liability for any of the following reasons: (T)

- .1 Non-payment of any sum due to the Company for service for more than 30 days beyond the date of rendition of the bill for bill for such service; or (T)
- .2 Non-payment of any sum due to the Company for service for more than 30 days beyond rendition of the bill on any Company account regardless of whether the application or service being canceled is related or unrelated to the account or service for which the sum is past due; or (T)
- .3 A violation of or failure to comply with any regulation governing the furnishing of service; or
- .4 An order of a court or other government authority having jurisdiction which prohibits the Company from furnishing service. (T)
- .5 Failure to post the deposit required by the deposit notice (See Section 3.9 - Deposits); or
- .6 Customer places repeated harassing phone calls to the Company including calls in which the caller uses abusive language. (T)

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INTERCITY TELECOMMUNICATIONS SERVICES

4 TERMS AND CONDITIONS (Continued)

.17 Disconnection of Service

By giving advance verbal or written notice, subscriber may disconnect service at any time following the one month (30 days) minimum service requirement. (T)

The Company will have up to 30 days to complete the disconnect Subscriber will be responsible for all charges for 30 days or until the disconnect is effected, whichever is sooner. This 30-day period will begin on the day of receipt of notice from the subscriber. (T)

.1 WATS, 800 Service, Sprint Clarity, 800 Premiere, SDS Premiere, Real Solutions, Business Sense, Single Source Solutions, and Sprint Business Flex

By giving written notice, subscriber may disconnect at any time following the one month (30 days) minimum service requirement (or commitment term for Real Solutions and Business Sense).

Written notification to the Company will be required 30 days prior to the disconnection of service. Subscriber will be responsible for all charges for 30 days or until disconnect is effected, whichever is sooner. (T)

INTERCITY TELECOMMUNICATIONS SERVICES

4 TERMS AND CONDITIONS (Continued)

.17 Disconnection of Service (Continued)

.2 VPN/VPN Premiere (T)

Subscriber may terminate any components of upon advance notice subject to the minimum notice period specified below, minimum service period and any termination charges specified. Such notice shall be provided to Sprint in writing. The minimum notice periods are: (T)

<u>Component</u>	<u>Minimum Notice Period</u>
Access Arrangements (All types)	30 days

For leased facilities provided by Other Common Carriers, the minimum notice period for termination of service shall be equal to the minimum notice period imposed upon the Company by the Other Common Carrier providing the facilities. For services provided through facilities owned by the Company, the minimum notice period shall be 45 days. (T)

In the event that a subscriber continues to utilize the Company services beyond the date upon which the services are to be terminated, the subscriber will be liable for the usage charges incurred. (T)

INTERCITY TELECOMMUNICATIONS SERVICES

4 TERMS AND CONDITIONS (Continued)

.17 Disconnection of Service (Continued)

.3 Private Line Service (T)

.1 CLEARLINE 1.5 Service

The method and terms of service disconnection are outlined in the contract signed by the subscriber. In the event of early of the contracted service, the subscriber shall pay the Company a lump sum consisting of the following monthly charges and access charges. (T)

- 1 Twelve (12) months times the contract monthly Base Interexchange Charges of the contract monthly Base Interexchange Charge times the remaining contract term, whichever is lesser.
- 2 Should the subscriber cancel within the first three months, the subscriber will be liable for the remainder of the three month T-1 access charge or the local exchange company (LEC) minimum charge, whichever is greater.
- 3 A customer will not be penalized for discontinuing a CLEARLINE 1.5 Service contract if: (T)
 - 1 A revision in the CLEARLINE 1.5 Service tariff provisions results in higher plan rates for the plan to which the customer has committed, and to which the customer has not given written consent.
 - 2 The subscriber selects and commits to a new plan having higher monthly CLEARLINE 1.5 Service interexchange carrier (IXC) minimum revenue commitment for the same or longer term; or having a longer term for the same or higher monthly CLEARLINE 1.5 Service Interoffice minimum revenue commitment.

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INTERCITY TELECOMMUNICATIONS SERVICES

4 TERMS AND CONDITIONS (Continued)

.18 Obligations of the Subscriber

.1 Private Line, VPN and VPN Premiere

- 1 The Company shall be indemnified and saved harmless by the subscriber against claims of libel, slander, or the infringement of copyright, or for the unauthorized use of any trademark, trade name, or service mark, arising from the material transmitted over the channels, against claims for infringement of patents arising from, combining with, or using in connection with, channels furnished by the Company, apparatus and systems of the subscriber, and against all other claims arising out of any act or omission of the subscriber in connection with the channels provided by the Company. (T)
- 2 The facilities provided hereunder by the Company may be terminated in subscriber-provided terminal equipment or subscriber-provided communications systems. When such terminations are made, the subscriber shall comply with the minimum protective criteria which shall be no less stringent than the criteria generally accepted in the telephone industry or other appropriate criteria as may be prescribed by the Company. (T)
- 3 The subscriber will be responsible for insuring that subscriber-provided signals will not result in interference with any of the services provided by the Company or interfere with others using services provided by the Company. Physical arrangements for protection of the Company's facilities serving the subscriber shall be employed if needed. The subscriber will be required to use only those devices found to be necessary to insure proper operation of the local distribution facility and the intercity facility. The intent of this provision is to insure proper signal insertion so as to protect the entire network. All signals must be of the proper technical parameters so as not to damage the Company's equipment or degrade service to other subscribers. It shall also be the responsibility of the subscriber to provide adequate electrical power, wiring, and electrical outlets necessary for the proper operation of Company's equipment on his premises. (T)

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INTERCITY TELECOMMUNICATIONS SERVICES

4 TERMS AND CONDITIONS (Continued)

.18 Obligations of the Subscriber (Continued)

.1 Private Line, VPN and VPN Premiere (Continued)

- .4 The equipment and facilities which are connected with those of the Company shall be constructed, operated, and maintained by those providing same so as to work satisfactorily with the service furnished by the Company. Such equipment and facilities shall be suitable to avoid hazard or damage to Company's plant or injury to Company's employees or to the public because of the character or location of such equipment or facilities and sources of power to which it is connected. In cases in which additional protection equipment is required, this shall be provided by the subscriber or by the Company at the subscriber's expense. (T)
- .5 Upon notice from the Company that the equipment or facilities of the subscriber, or of others so authorized to be connected, is causing or is likely to cause hazard or interference, the subscriber, or others so authorized to be connected, shall make such changes as may be necessary to remove or prevent such hazard or interference. (T)
- .6 Subscriber shall be liable for:
- .1 Reimbursing the Company for all loss through theft, fire, flood, or other catastrophes to Company-provided facilities on subscriber's premises. (T)
- .2 Reimbursing the Company for damages to facilities or equipment caused by the negligence or willful act of the subscriber's officers, employees, agents, or contractors. (T)
- .7 The Company reserves the right of entrance for its employees, agents, or contractors to the premises of the subscriber at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of service, removing the Company's channels or equipment. It shall be the responsibility of the subscriber to make any necessary arrangements with the owners of the premises for the entrance of the Company's employees, agents, or contractors. (T)

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INTERCITY TELECOMMUNICATIONS SERVICES

4 TERMS AND CONDITIONS (Continued)

.18 Obligations of the Subscriber (Continued)

.2 VPN and VPN Premiere

.8 In addition to the preceding, the following terms apply:

- .1 Subscriber or its Authorized Users may not rearrange, disconnect, remove, modify or attempt to repair any Company facility without the prior written consent of the Company. (T)
(T)
- .2 Orders, including those for installation, connection, repair or termination, will be accepted only from subscriber or its authorized representative.
- .3 Subscriber shall be responsible for obtaining all permits, licenses, variances and other authorizations required by state and local jurisdictions for the installation and operation of the Company's facilities on subscriber premises. (T)
- .4 Subscriber shall be responsible for performing all construction and site engineering required at subscriber premises for the provision of services to subscriber hereunder.
- .5 Subscriber shall be responsible for the physical security of all Company-provided facilities located on subscriber premises and to be used in providing service to subscriber from time of receipt by subscriber or an Authorized User to time of removal by the Company. (T)
(T)
- .6 Subscriber shall be responsible for the provision of personnel; power lines and power line conditioning; conduit; heating and cooling; building space; internal and external building wiring, and entrance facilities required for the facilities and services provided by the Company at subscriber premises. Such subscriber responsibilities shall be performed in accordance with procedures established by the Company for the installation and operation of Company facilities located on subscriber premises. (T)
(T)
(T)

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INTERCITY TELECOMMUNICATIONS SERVICES

4 TERMS AND CONDITIONS (Continued)

.18 Obligations of the Subscriber (Continued)

.2 VPN and VPN Premiere (Continued)

.8 In addition to the preceding, the following terms apply: (Continued)

- .7 The subscriber shall be responsible for maintaining safe premises at which Company employees, suppliers or agents shall be installing or maintaining facilities provided by Sprint or its agents. Subscriber's responsibility shall include compliance with all laws and regulations regarding the conditions thereat including, but not limited to, the provision, installation and maintenance of sealed conduit with explosive-proof fittings between facilities furnished by the Company in explosive atmospheres and points outside the hazardous area where connection may be made with the facilities of the Company and installations and maintenance within the hazardous area if, in the opinion of the Company, injury or damage to Company employees, agents or property might result from installation or maintenance by the Company. (T)
- .8 Subscriber shall be responsible for cooperation with the Company in installation, trouble determination and fault isolation. (T)
- .9 Subscriber shall be responsible for furnishing information on a continuing basis as required by the Company to prepare, install, provide and maintain service. Such information includes, but is not limited to, interface protocols for private network interfaces. (T)
- .10 No subscriber or Authorized User may assign or delegate its responsibilities, duties, rights or obligations under this tariff to any person, corporation or other entity without written consent of Sprint; provided, however, that subscriber may, without The Company's approval, assign or delegate such responsibilities, duties, rights or obligations to any subsidiary or affiliated organization or to any successor organization. (T)

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INTERCITY TELECOMMUNICATIONS SERVICES

4 TERMS AND CONDITIONS (Continued)

.19 Cancellation of Application for Service

.1 Private Line Service

When the subscriber or applicant has requested the Company to cancel the application for service, cancellation charges will apply as per the Company's Business Schedule located at www.sprint.com/ratesandconditions. (T)

.2 VPN/VPN Premiere

.1 An order for service may be canceled by subscriber upon written notice to the Company, prior to the commencement of service, subject to the cancellation and/or termination charges specified below. If the Company should assume a termination liability or other obligation for facilities leased from OCCs, that liability or obligation shall be the responsibility of subscriber. (T)

.2 If the Company is unable to make any service component available to subscriber within ninety (90) days of the projected date of the availability of service specified in the Company's notification of the acceptance and confirmation for any reason other than (i) a failure on the part of subscriber to perform subscriber obligations specified in Section 4.18, (ii) causes beyond the Company's control specified in Section 4.3, or (iii) any change to subscriber's Application for Service concerning the service or service component that is made after notification to subscriber of the acceptance and confirmation thereof subscriber may cancel the application for such service component without charge. (T)

.3 The charge for cancellation of an Application for Service shall be the lesser of (i) the monthly recurring rate and the minimum usage charge, as specified in the Company's Business Schedule located at www.sprint.com/ratesandconditions, for each canceled service component multiplied by the appropriate minimum service period as specified in Section 4.5 plus applicable installation charges, or (ii) the costs incurred by the Company in preparing to furnish service, less net salvage. The costs incurred by the Company will include the direct and indirect costs of facilities specifically provided or used; the cost of installation, including design preparation, engineering, supply expense, labor and supervision, general and administrative; and any other costs resulting from the preparation, installation and removal effort. (T)

INTERCITY TELECOMMUNICATIONS SERVICES

4 TERMS AND CONDITIONS (Continued)

.20 Employee Concessions

The Company will provide the employee with up to \$30 of free long distance usage per month, applicable to both intra and interstate usage, when the employee subscribes to the Company's long distance service. (T)

.21 Suspension of Service

.1 VPN/VPN Premiere

.1 Upon written notice from subscriber, the Company will temporarily suspend service for any Access Arrangement(s). All monthly charges being billed by an Other Common Carrier will continue to apply to any suspended Access Arrangements. All other charges for any billing period in which service suspension occurs will be pro-rated over the billing period. Subscriber's request for temporary suspension must also contain the date upon which an Access Arrangement(s) is to be restored to service. This date will be met by the Company unless subscriber furnishes an alternate date upon at least ten (10) days notice. (T)

.2 Temporary suspension of any Access Arrangement(s) shall be for at least fourteen (14) days and may not extend for more than three (3) consecutive billing periods. (T)

.22 Change of Application for Service by Subscriber

.1 VPN/VPN Premiere

An Application for Service may be changed by subscriber upon written notice to the Company, subject to acceptance and confirmation by the Company, provided that a charge shall apply to any change when the request is received by the Company after notification by the Company of the acceptance and confirmation. Such charge shall be the sum of the charges and costs as specified in the Company's Business Schedule located at www.sprint.com/ratesandconditions and the lesser of (i) the monthly recurring rate for each service component that has been canceled as a result of the change times the appropriate minimum service period as specified in Section 4.5, plus the applicable installation charges, or (ii) the costs incurred by the Company in accommodating each change, less net salvage. The costs incurred by the Company will include the direct and indirect cost of facilities specifically provided or used; the costs of installation, including design preparation, engineering, supply expense, labor and supervision, general and administrative, and any other costs resulting from the preparation, installation and removal effort. (T)

INTERCITY TELECOMMUNICATIONS SERVICES

4 TERMS AND CONDITIONS (Continued)

.23 Timing of 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 and the local telephone company sends a signal to the switch which utilizes hardware answer supervision or software tone detection. A call is terminated when the calling party hangs up. (T)

.24 Mileage Between Rate Centers (T)

The mileage between rate centers is calculated based on V & H coordinates as obtained by reference to National Exchange Carriers Association NECA Tariff No. 4. (T)

Calculation for mileage between the Company's points-of-presence (POPs) for Private Line Service is based on V & H coordinates as obtained by reference to NECA Tariff No. 4. (T)

The airline mileage between two (2) of the Company's service locations is calculated as follows where V1 and H1 are the V and H coordinates of point 1 and V2 and H2 are the coordinates of point 2: (T)

$$\text{Mileage} = \sqrt{(V_1 - V_2)^2 + (H_1 - H_2)^2}$$

10

The mileage is rounded up to an integer value to determine the airline mileage.

.25 Minimum Call Completion Rate

A customer can expect a call completion rate of not less than 90% during peak use periods for all FGD Services ("1+" dialing).

INTERCITY TELECOMMUNICATIONS SERVICES

4 TERMS AND CONDITIONS (Continued)

.27 Restricted Service

Under certain circumstances, as described below, a customer's long distance service may be suspended, and the customer routed to a receivables operator or a voice response unit if the customer has incurred significant pre-bill charges and one or more of the following apply:

- the customer does not have credit information available from one of the major credit reporting agencies;
- the customer has poor credit based on industry standards;
- the customer has not paid a bill in a timely manner; or
- the customer's usage resembles fraudulent usage.

If the customer is routed to a voice response unit, the customer will be advised that their service has been restricted. The customer will be provided the option of either: 1) making a prepayment using a credit card or 2) dialing a toll free number to speak with a collection representative.

The receivables operator or collection representative will explain the reasons for the restricted service and the requirements for the customer to resume unrestricted service. For example, if the customer has not paid a bill in a timely manner (in compliance with the requirements of Payment of Charges, Section 4.12), payment of the outstanding bill will be requested. The Company also may request a deposit or a demonstration that the customer incurred similar charges with another carrier and paid such carrier in a timely manner. (T)

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INTERCITY TELECOMMUNICATIONS SERVICES

.5 SERVICE AND RATE DESCRIPTION (Continued)

.1 Message Telecommunications Service (MTS) (Continued)

.9 Sprint Solutions Services (Continued)

.3 Sprint Solutions – No MRC (Continued)

.1 Option 1 – Sprint Solutions w/ \$.07 LD No MRC

In order to be eligible for Option 1 – Sprint Solutions w/\$.07 LD No MRC, the customer must subscribe to one of the following Sprint LTD Sprint Solution Residence Packages with features if indicated: 1) Clear Solution with LineGuard and Voicemail; *2) Core Solution with LineGuard and Voicemail; 3) Sprint Personal II Solution with any two of the following features: CPE Warranty Plus, LineGuard, Voicemail, PC Maintenance Plan** or Sprint Privacy ID; 4) Core Solution with three of the following features: Voicemail, LineGuard, CPD Warranty Plus or PC Maintenance Plan**; or, 5) Core Solutions Plus with two of the following features: Voicemail, LineGuard, CPE Warranty Plus, or PC Maintenance Plan**. Customers who discontinue any or all of the qualifying services will no longer be eligible for this product. (Z)

.2 Option 2 – Sprint Solutions w/ \$.10 LD No MRC

In order to be eligible for Option 2 – Sprint Solutions w/ \$.10 LD No MRC, the customer must subscribe to one of the following: Sprint Solutions Residence Packages with features if indicated: 1) Home II Solution with one of the following features: CPE Warranty Plus, LineGuard or Voicemail; 2) Personal II Solution; 3) Safe and Sound II Solution; 4) Core Solution with LineGuard and Voicemail; 5) Clear Solutions with LineGuard Voicemail; or 6) ISDN-BRI with Calling Number ID with Name, Call Forwarding, Flexible Calling, Automatic Callback and Additional Call Offering. Customers who discontinue any or all of the qualifying services will no longer be eligible for this product.

* Effective 08/31/04, subscription to Core Solution with LineGuard and Voicemail no longer qualifies new customers to subscribe to Option 1 – Sprint Solutions w/\$.07 LD No MRC.

** Effective November 2, 2004, subscription of PC Maintenance Plan no longer qualifies new customer to subscribe to Option 3 – Sprint Solutions w/\$.07 LD No MRC.

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INTERCITY TELECOMMUNICATIONS SERVICES

.5 SERVICE AND RATE DESCRIPTION (Continued)

.1 Message Telecommunications Service (MTS) (Continued)

.9 Sprint Solutions Services (Continued)

.8 Sprint 120 w/International

Sprint 120 w/International is an add-on to the Company's interstate offering (T)
and accordingly, the Sprint 120 w/International monthly recurring charge is (T)
located in the Company's interstate Residential Schedule located at
<http://www.sprint.com/ratesandconditions>. Sprint 120 w/International is only (T)
available to residential customers whose local service is provided by a Sprint
LTD company, who select the Company as their primary interexchange (T)
carrier and who subscribe to one of the following: Sprint Solutions Residence
Packages with the indicated features: 1) Personal II Solution with one of the
following features: Voicemail, LineGuard or CPE Warranty Plus; 2) Home II
Solution with one of the following features: Voicemail, LineGuard or CPE
Warranty Plus; or 3) ISDN-BRI with Calling Number ID with Name, Call (Z)
Forwarding, Flexible Calling, Automatic Callback and Additional Call
Offering.

Customers who subscribe to Sprint 120 w/International will pay a monthly
recurring charge each month for 120 minutes of Dial 1 state-to-state and/or
in-state usage. Unused minutes cannot be carried over to the next month. All
usage above the 120 minutes will be charged a flat, non-distance sensitive
per-minute rate. The term usage does not include usage from multi-party
conference calls, calls to 900 NPAs, calls to Directory Assistance, operator
services calls, or inbound toll free service.

This service may only be ordered through a Sprint LTD company and is
restricted to two lines per account. The rates will apply as long as the
customer subscribes to Sprint LTD service or until the customer chooses a
different long distance plan. Customers who discontinue their local
telephone service will be switched to another long distance plan of their
choice.

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INTERCITY TELECOMMUNICATIONS SERVICES

.5 SERVICE AND RATE DESCRIPTION (Continued)

.1 Message Telecommunications Service (MTS) (Continued)

.9 Sprint Solutions Services (Continued)

.9 Sprint Solutions 120 w/International

Sprint Solutions 120 w/International is an add-on to the Company's interstate offering and accordingly, the Sprint Solutions 120 w/International monthly recurring charge is located in the Company's interstate Residential Schedule located at <http://www.sprint.com/ratesandconditions>. (T)

Customers must subscribe to Sprint LTD for their residential local service and select the Company as their primary interexchange carrier. Sprint Solutions 120 w/International is available to Sprint LTD residential customers who subscribe to one of the following Sprint Solutions Residence Packages with the indicated features: 1) Clear Solution with LineGuard and Voicemail; *2) Core Solution with LineGuard and Voicemail; 3) Personal II Solution, with two of the following features: Voicemail, Sprint Privacy ID, LineGuard, PC Maintenance Plan**or CPE Warranty Plus; 4) Core Solution with three of the following features: Voicemail, LineGuard, CPE Warranty Plus or PC Maintenance Plan**; or, 5) Core Solution Plus with two of the following features: Voicemail, LineGuard, CPE Warranty Plus or PC Maintenance Plan**. (T)

Customers who subscribe to Sprint Solutions 120 w/International will receive up to 120 minutes of Dial 1 state-to-state and/or in-state usage per month for a monthly recurring charge. Unused minutes cannot be carried over to the next month. All usage above the 120 minutes will be charged a flat, non-distance sensitive per-minute rate. The term usage does not include usage from multi-party conference calls, calls to 900 NPAs, calls to Directory Assistance, operator services calls, or inbound toll free service.

This service may only be ordered through a Sprint LTD company and is restricted to two lines per account. The rates will apply as long as the customer subscribes to a qualifying Sprint LTD plan as listed above or until the customer chooses a different long distance plan. Customers who discontinue their local telephone service will be switched to Sprint 120 w/International or the residential long distance plan of their choice.

* Effective 8/31/04, subscription to Core Solutions with LineGuard and Voicemail no longer qualifies new customers to subscribe to Sprint Solutions 120 w/International.

** Effective November 2, 2004, subscription of PC Maintenance Plan no longer qualifies new customer to subscribe to Sprint Solutions 120w/International.

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INTERCITY TELECOMMUNICATIONS SERVICES

.5 SERVICE AND RATE DESCRIPTION (Continued)

.1 Message Telecommunications Service (MTS) (Continued)

.9 Sprint Solutions (Continued)

.12 Sprint Simple 7 II

Customers who subscribe to Sprint Simple 7 II must also subscribe to the Company's interstate offering, Sprint 7¢ AnyTime. The Sprint Simple 7 II monthly recurring charge is located in Section 6.1.9.12 of this tariff. Customers who subscribe to Sprint Simple 7 II and Sprint 7¢ AnyTime will only be charged the Sprint Simple 7 II monthly recurring charge. (T)

Sprint Simple 7 II is not available to those residential customers whose home phone line is classified as a "business", "public" or "semi-public" line. The subscriber must be a Sprint LTD customer and may not have more than two lines per account. Customers must subscribe to Sprint Simple 7 II for outbound Dial-1 service. In addition: 1) subscriber's phone line may not be in housing associated with educational institutions, and 2) subscriber may not use this service for commercial use, or for connection to the Internet, for other data services (including facsimile transmissions) or for any other use that does not involve a person-to-person conversation or voice message. The term usage does not include usage from multi-party conference calls, calls to 900 NPAs, or calls to Directory Assistance. If the Company determines the service is not being used for individual residential service, or in any other way violates the restrictions of this service, the subscriber will be ineligible for this product and the Company may terminate the subscriber's account. (T)

A flat, non-distance, non-time of day rate will apply to the customer's intrastate Dial-1, FÖNCARD and Operator Service calls. A monthly recurring charge is applicable. (T)

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INTERCITY TELECOMMUNICATIONS SERVICES

.5 SERVICE AND RATE DESCRIPTION (Continued)

.1 Message Telecommunications Service (MTS) (Continued)

.10 Sprint 7¢ AnyTime

Sprint 7¢ AnyTime is an add-on to the Company's interstate offering and is available only to those residential customers who have selected the Company as their primary interexchange carrier. Accordingly, the monthly recurring charge, which affords the customers the ability to place intrastate and interstate long distance calls, is located in Sprint's interstate Residential Schedule located at www.sprint.com/ratesandconditions

Sprint 7¢ AnyTime is not available to those residential customers whose home phone line is classified as a "business", "public" or "semi-public" line. A Customer's account may not have more than two residential phone lines associated with the account. Each household is limited to one Sprint 7 ¢ AnyTime account.

(N)
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(N)

Customers who subscribe to Sprint 7¢ AnyTime will receive a flat rate for their interstate Dial-1 calling 24 hours a day, 7 days a week.

A flat, non-distance, non-time of day rate will apply to the customer's intrastate Dial-1, FÖNCARD and Operator Service calls. A monthly recurring charge is applicable.

.1 Sprint 7¢ AnyTime for PCS or Nextel

Sprint 7¢ AnyTime for PCS or Nextel is an add on to the Company's interstate offering and is only available to new Sprint PCS or Nextel customers who select the Company as their IntraLATA carrier.

Sprint 7¢ AnyTime for PCS or Nextel will not receive a monthly recurring charge. The Sprint 7¢ AnyTime for PCS or Nextel Dial-1 rate will apply in lieu of the Sprint 7¢ AnyTime rate. All other Sprint 7¢ AnyTime rate and conditions apply.

If a Sprint 7¢ AnyTime for PCS or Nextel customer cancels PCS Nextel wireless or IntraLATA service, they will be switched to Sprint 7¢ AnyTime. A monthly recurring charge will then apply

INTERCITY TELECOMMUNICATIONS SERVICES

.5 SERVICE AND RATE DESCRIPTION (Continued)

.1 Message Telecommunications Service (MTS) (Continued)

.12 Sprint 50 at Home

Sprint 50 at Home is a residential intrastate and interstate service. Customers who sign up for both Sprint 50 at Home service and subscribe to Sprint PCS or Nextel wireless service will receive 50 minutes of Dial-1 usage at no charge. Beginning September 20, 2002, customers enrolling in this service must choose the Company as their interLATA and intraLATA carrier, except in areas where the Company does not offer intraLATA service. Any minutes of Dial-1 usage above the 50 minutes will be charged a flat per minute rate. Customers enrolling prior to September 20, 2002, will continue to receive the 50 minutes per month as long as the customer continues to subscribe to both Sprint 50 at Home and Sprint PCS or Nextel wireless service. Customers enrolling after September 20, 2002, will continue to receive the 50 minutes per month as long as the customer subscribes to Sprint 50 at Home, Sprint PCS or Nextel wireless service and has Sprint as their interLATA and intraLATA carrier. Customers canceling any of the required services will be switched to Sprint 7 ¢ Anytime. Sprint 50 at Home customers who have monthly service charges and/or usage that nets to \$0 will not be mailed a paper invoice. Invoice information for this service can be accessed via the Internet or by calling Sprint Customer Service.

Sprint 50 at Home is not available to those residential customers whose home phone line is classified as a "business", "public" or "semi-public" line. Customers must subscribe to Sprint 50 at Home for outbound Dial-1 service. The customer's account may not have more than two residential phone lines associated with the customer's account, and the customer is limited to two Sprint 50 at Home accounts for each Sprint PCS or Nextel wireless account. If a customer's account has two lines, the 50 minutes of Dial-1 usage provided under this service is shared. The 50 minutes per month of Dial-1 usage do not include usage from Sprint FONCARD Calls, multi-party conference calls, calls to 900, 976, 555 and 700 NPAs, calls to Directory Assistance, calls using operator service, including emergency interrupt, or inbound toll-free calls. If the Company determines that the service is not being used for individual residential service or in any other way violates the restrictions of this service, the Company may suspend or terminate the subscriber's service.

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INTERCITY TELECOMMUNICATIONS SERVICES

.5 SERVICE AND RATE DESCRIPTION (Continued)

.1 Message Telecommunications Service (MTS) (Continued)

.17 Sprint 50 at Home without ILP

Sprint 50 at Home without ILP is a residential InterLATA (intrastate and interstate) service. Customers who sign up for both Sprint 50 at Home without LP service and subscribe to Sprint PCS or Nextel wireless service will receive 50 minutes of Dial-1 usage at no charge. Any minutes of Dial-1 usage above the 50 minutes will be charged a flat per minute rate. Customers will not be required to choose the Company as their ILP. Customers will continue to receive the 50 minutes per month as long as the customer subscribes to Sprint 50 at Home without ILP and Sprint PCS or Nextel wireless service. Customers canceling any of the required services will be switched to Sprint 7 ¢ Anytime. Sprint 50 at Home without ILP customers who have monthly service charges and/or usage that nets to \$0 will not be mailed a paper invoice. Invoice information for this service can be accessed via the Internet or by calling Sprint Customer Service.

Sprint 50 at Home without ILP is not available to those residential customers whose home phone line is classified as a "business", "public" or "semi-public" line. Customers must subscribe to Sprint 50 at Home without ILP for outbound Dial-1 service. The customer's account may not have more than four residential phone lines associated with the customer's account, and the customer is limited to two Sprint 50 at Home without ILP accounts for each Sprint PCS or Nextel wireless account. If a customer's account has two lines, the 50 minutes of Dial-1 usage provided under this service is shared. The 50 minutes per month of Dial-1 usage do not include usage from Sprint FÖNCARD calls, multi-party conference calls, calls to 900, 976, 555 and 700 NPAs, calls to Directory Assistance, calls using operator service including emergency interrupt, or inbound toll-free calls. If the Company determines that the service is not being used for individual residential service, or in any other way violates the restrictions of this service, the Company may suspend or terminate the subscriber's service.

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INTERCITY TELECOMMUNICATIONS SERVICES

.6 RATES (Continued)

.1 MTS (Continued)

.9 Sprint Solution Services

Calls are billed in one-minute increments. Fractional minutes are rounded up to the next minute.

.1 Sprint Solutions - Block of Time

.1 Option 1

Number of Interstate and/or Intrastate Dial 1 Minutes 100

Per-Minute Rate for Usage Above 100 Minutes \$0.12

Monthly Recurring Charge - The monthly recurring charge which affords customers the ability to place intrastate and interstate long distance calls is located in the Company's interstate Residential Schedule located at <http://www.sprint.com/ratesandconditions>. (T)

.2 Option 2*

Number of Interstate and/or Intrastate Dial 1 Minutes 250

Per-Minute Rate for Usage Above 250 Minutes \$0.10

Monthly Recurring Charge - The monthly recurring charge which affords customers the ability to place intrastate and interstate long distance calls is located in the Company's interstate Residential Schedule located at <http://www.sprint.com/ratesandconditions>. (T)

* Effective May 8, 2001, Sprint Solutions Option 2 will no longer be available to new customers.

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INTERCITY TELECOMMUNICATIONS SERVICES

.6 RATES (Continued)

.1 MTS (Continued)

.9 Sprint Solution Services (Continued)

.1 Sprint Solutions - Block of Time (Continued)

.3 Option 3

Number of Interstate and/or Intrastate Dial 1 Minutes 300

Per-Minute Rate for Usage Above 300 Minutes \$0.10

Monthly Recurring Charge - The monthly recurring charge which affords customers the ability to place intrastate and interstate long distance calls is located in the Company's interstate Residential Schedule located at (T)
<http://www.sprint.com/ratesandconditions>.

.4 Option 4*

Number of Interstate and/or Intrastate Dial 1 Minutes 500

Per-Minute Rate for Usage Above 500 Minutes \$0.10

Monthly Recurring Charge - The monthly recurring charge which affords customers the ability to place intrastate and interstate long distance calls is located in the Company's interstate Residential Schedule located at (T)
<http://www.sprint.com/ratesandconditions>.

* Effective May 8, 2001, Sprint Solutions Option 4 will no longer be available to new customers.

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