

closed 5/96

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CHARTERED

October 21, 1996

VIA FEDERAL EXPRESS

Ms. Blanca S. Bayo
Director, Division of Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: Submission of Price List of Telenet of South Florida, Inc. for Alternative Local Exchange Telecommunications Services Within the State of Florida

Dear Ms. Bayo:

Please find enclosed for filing an original and 15 copies of the above-referenced Price List of Telenet of South Florida, Inc. ("Telenet"), together with a high-density 3.5" diskette containing the price list in WordPerfect 6.1 for Windows format. Also enclosed is a copy to file-stamp and return in the enclosed self-addressed, postage-prepaid envelope.

By way of background, Telenet's authority to provide alternative local exchange telecommunications services within Florida was issued on April 17, 1996 in Docket No. 960043-

ACK _____ TX.

AFA _____

ADP _____

NET _____

Thank you for your attention to this matter.

Sincerely,

Russell M. Blau
Colin M. Alberts
Counsel for TeleNet of South Florida

Enclosures

cc: Anthony R. Petrilla

96 OCT 21 10 10 AM '96

orig 172686 III
to closed docket file

DOCUMENT NUMBER-DATE

FI269 OCT 22 1996

FPSC-RECORDS/REPORTING

FLORIDA PUBLIC SERVICE COMMISSION

**Division of Communications
Bureau of Service Evaluation**

PRICE LIST OF

TELENET OF SOUTH FLORIDA, INC.

AN

ALTERNATIVE LOCAL EXCHANGE COMPANY

**Florida Public Service Commission
Division of Communications
Bureau of Service Evaluation
2540 Shumard Oak Blvd.
Gunter Building
Tallahassee, Florida 32399-0850**

TITLE SHEET

FLORIDA TELECOMMUNICATIONS PRICE LIST

This price list contains the descriptions, regulations, service standards and rates applicable to the furnishing of service and facilities for telecommunications services provided by Telenet of South Florida, Inc., with principal offices at 10422 Taft Street, Pembroke Pines, Florida 33026. This price list applies for services furnished within the state of Florida. This price list is on file with the Florida Public Service Commission ("FPSC"), and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: October 22, 1996

Effective: October 23, 1996

by:

Mitchell Kupinsky, President
Telenet of South Florida, Inc.
10422 Taft Street
Pembroke Pines, Florida 33026

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 change from the original price list and are currently in effect as of the date of the bottom of this page.

SHEET	REVISION	SHEET	REVISION
1	Original	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original	25	Original
6	Original	26	Original
7	Original	27	Original
8	Original	28	Original
9	Original	29	Original
10	Original	30	Original
11	Original	31	Original
12	Original	32	Original
13	Original	33	Original
14	Original	34	Original
15	Original	35	Original
16	Original	36	Original
17	Original	37	Original
18	Original	38	Original
19	Original	39	Original
20	Original	40	Original

Issued: October 22, 1996**Effective: October 23, 1996****by:**

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10422 Taft Street
Pembroke Pines, Florida 33026**

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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

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PRICE LIST FORMAT SHEETS

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the price list. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the FPSC follows in their price list approval process, the most current sheet number on file with the Commission is not always the price list page in effect. Consult the Check Sheet for the sheet currently in effect.

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

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

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PRICE LIST FORMAT SHEETS

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

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EXCHANGE SERVICE LIST

Telenet serves the following exchanges:

CITY	NXX OR NPA-NXX
Homestead	216, 224, 230, 242, 245, 246, 247, 258, 508, 910
Miami	205, 207, 208, 212, 213, 214, 215, 217, 219, 220, 221, 222, 223, 225, 226, 227, 228, 229, 231, 237, 241, 243, 244, 250, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 279, 284, 285, 286, 287, 288, 290, 291, 297, 298, 299, 301, 302, 310, 312, 313, 314, 315, 317, 322, 323, 324, 325, 326, 329, 334, 337, 339, 342, 347, 348, 350, 352, 353, 358, 361, 362, 363, 364, 365, 366, 368, 369, 371, 372, 373, 374, 375, 376, 377, 379, 380, 381, 382, 383, 385, 386, 387, 388, 389, 391, 392, 397, 399, 400, 406, 408, 412, 413, 414, 416, 418, 436, 438, 439, 441, 442, 443, 444, 445, 446, 447, 448, 449, 456, 458, 460, 461, 464, 465, 470, 471, 477, 478, 482, 483, 487, 488, 495, 496, 498, 499, 500, 501, 504, 505, 507, 510, 512, 513, 514, 518, 520, 526, 529, 530, 531, 532, 533, 534, 535, 536, 538, 539, 540, 541, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 556, 557, 558, 559, 560, 567, 569, 571, 573, 575, 576, 577, 578, 579, 580, 582, 585, 586, 588, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 601, 602, 603, 604, 605, 606, 607, 608, 613, 615, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 649, 661, 662, 663, 665, 666, 667,

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EXCHANGE SERVICE LIST (continued)

CITY	NXX OR NPA-NXX
Miami (cont'd)	668, 669, 670, 671, 672, 673, 674, 679, 681, 685, 687, 688, 689, 691, 693, 694, 696, 697, 699, 701, 702, 703, 707, 710, 715, 716, 717, 718, 729, 732, 734, 736, 737, 738, 740, 750, 751, 754, 756, 757, 758, 759, 762, 769, 773, 774, 775, 789, 790, 793, 794, 795, 798, 799, 805, 806, 808, 810, 812, 814, 815, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 873, 874, 876, 877, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 891, 892, 893, 895, 898, 899, 903, 905, 906, 908, 912, 913, 939, 951, 953, 955, 982, 992, 993, 994, 995, 996, 997, 998
Boca Raton	212, 226, 241, 289, 338, 347, 361, 363, 367, 368, 378, 391, 392, 393, 394, 395, 416, 435, 442, 443, 445, 447, 451, 457, 458, 470, 477, 479, 482, 483, 487, 488, 505, 561-212, 561-226, 561-241, 561- 289, 561-338, 561-347, 561-361, 561-362, 561-367, 561-368, 561-378, 561-391, 561-392, 561-393, 561- 394, 561-395, 561-416, 561-435, 561-442, 561-443, 561-445, 561-447, 561-451, 561-457, 561-458, 561- 470, 561-477, 561-479, 561-482, 561-483, 561-487, 561-488, 561-505, 561-750, 561-756, 561-852, 561- 866, 561-883, 561-912, 561-955, 561-982, 561-988, 561-989, 561-994, 561-995, 561-997, 561-998

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EXCHANGE SERVICE LIST (continued)

CITY	NXX OR NPA-NXX
Delray Beach	243, 251, 265, 266, 271, 272, 274, 276, 278, 279, 280, 495, 496, 498, 499, 573, 637, 706, 715, 716, 789
North Dade	201, 206, 209, 210, 218, 239, 306, 308, 318, 319, 331, 332, 333, 335, 336, 343, 354, 409, 410, 417, 454, 466, 469, 516, 521, 542, 616, 617, 618, 620, 621, 622, 623, 624, 625, 626, 628, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 678, 682, 690, 692, 705, 706, 708, 719, 727, 770, 778, 787, 816, 829, 875, 901, 902, 904, 907, 915, 918, 919, 931, 932, 933, 934, 935, 936, 937, 940, 944, 945, 947, 948, 949, 952, 956, 957, 965, 976, 999
Perrine	232, 233, 234, 235, 238, 251, 252, 253, 254, 255, 256, 259, 278, 281, 282, 283, 338, 378, 506, 878, 909
Coral Springs	954-255, 954-282, 954-340, 954-341, 954-344, 954- 345, 954-346, 954-530, 954-752, 954-753, 954-755, 954-796
Deerfield Beach	954-234, 954-242, 954-246, 954-254, 954-263, 954- 281, 954-304, 954-360, 954-415, 954-418, 954-419, 954-420, 954-421, 954-422, 954-425, 954-426, 954- 427, 954-428, 954-429, 954-480, 954-481, 954-531,

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EXCHANGE SERVICE LIST (continued)

CITY	NXX OR NPA-NXX
Deerfield Beach (cont'd)	954-570, 954-574, 954-675, 954-690, 954-695, 954-698, 954-725, 954-743, 954-803, 954-860
Ft. Lauderdale	954-202, 954-207, 954-209, 954-215, 954-216, 954-224, 954-231, 954-232, 954-233, 954-235, 954-236, 954-238, 954-240, 954-244, 954-249, 954-252, 954-253, 954-256, 954-257, 954-258, 954-259, 954-260, 954-262, 954-293, 954-294, 954-295, 954-296, 954-303, 954-307, 954-309, 954-316, 954-319, 954-321, 954-327, 954-328, 954-349, 954-351, 954-355, 954-356, 954-357, 954-359, 954-3707, 954-382, 954-383, 954-384, 954-386, 954-387, 954-388, 954-389, 954-390, 954-396, 954-398, 954-401, 954-402, 954-403, 954-405, 954-408, 954-409, 954-412, 954-413, 954-423, 954-424, 954-434, 954-452, 954-453, 954-459, 954-462, 954-463, 954-466, 954-467, 954-468, 954-469, 954-472, 954-473, 954-474, 954-475, 954-476, 954-484, 954-485, 954-486, 954-489, 954-490, 954-491, 954-492, 954-493, 954-494, 954-497, 954-503, 954-506, 954-507, 954-508, 954-509, 954-512, 954-513, 954-514, 954-515, 954-516, 954-517, 954-518, 954-519, 954-521, 954-522, 954-523, 954-524, 954-525, 954-527, 954-528, 954-533, 954-537, 954-546, 954-550, 954-561, 954-562, 954-563, 954-564, 954-565, 954-566, 954-576, 954-568, 954-572, 954-581, 954-583, 954-584, 954-587, 954-609, 954-610,

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EXCHANGE SERVICE LIST (continued)

CITY	NXX OR NPA-NXX
Ft. Lauderdale (cont'd)	954-612, 954-614, 954-619, 954-627, 954-629, 954-630, 954-631, 954-645, 954-646, 954-647, 954-648, 954-664, 954-676, 954-677, 954-679, 954-680, 954-683, 954-684, 954-705, 954-712, 954-713, 954-714, 954-723, 954-728, 954-730, 954-731, 954-733, 954-735, 954-739, 954-741, 954-742, 954-745, 954-746, 954-747, 954-748, 954-749, 954-760, 954-761, 954-763, 954-764, 954-765, 954-766, 954-767, 954-768, 954-771, 954-772, 954-774, 954-776, 954-777, 954-779, 954-791, 954-792, 954-797, 954-801, 954-802, 954-804, 954-808, 954-810, 954-814, 954-830, 954-831, 954-832, 954-845, 954-846, 954-847, 954-848, 954-849, 954-850, 954-851, 954-853, 954-855, 954-858, 954-872, 954-875, 954-877, 954-878, 954-879, 954-896, 954-897, 954-898, 954-916, 954-928, 954-938, 954-958, 954-980, 954-992
Hollywood	954-248, 954-266, 954-378, 954-430, 954-431, 954-432, 954-433, 954-435, 954-436, 954-437, 954-438, 954-441, 954-450, 954-454, 954-455, 954-456, 954-457, 954-458, 954-534, 954-704, 954-744, 954-894, 954-920, 954-921, 954-922, 954-923, 954-924, 954-925, 954-926, 954-927, 954-929, 954-961, 954-962, 954-963, 954-964, 954-966, 954-967, 954-981, 954-983, 954-985, 954-986, 954-987, 954-989, 517, 664, 879, 451, 453, 852, 853, 896, 293, 294, 295, 296, 307, 509, 434, 743

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Pembroke Pines, Florida 33026

EXCHANGE SERVICE LIST (continued)

CITY	NXX OR NPA-NXX
Pompano Beach	954-247, 954-283, 954-532, 954-720, 954-721, 954-722, 954-724, 954-726, 954-781, 954-782, 954-783, 954-784, 954-785, 954-786, 954-788, 954-917, 954-941, 954-942, 954-943, 954-946, 954-960, 954-968, 954-969, 954-970, 954-971, 954-972, 954-973, 954-974, 954-975, 954-977, 954-978, 954-979, 954-984
Lake Worth	561-313, 561-315, 561-601, 561-602, 561-603
Boynton Beach	561-364, 561-369, 561-374, 561-375, 561-608, 561-704, 561-731, 561-732, 561-733, 561-734, 561-735, 561-736, 561-737, 561-738, 561-739, 561-787
Jupiter	401, 575, 743, 744, 745, 746, 747, 748
West Palm Beach	202, 227, 230, 233, 252, 301, 307, 308, 309, 310, 312, 319, 326, 329, 346, 355, 357, 358, 371, 373, 379, 385, 386, 387, 389, 433, 434, 437, 439, 471, 478, 508, 515, 533, 534, 535, 540, 547, 550, 551, 552, 553, 554, 556, 580, 582, 585, 586, 588, 604, 605, 606, 607, 610, 615, 616, 622, 624, 625, 626, 627, 640, 641, 642, 650, 652, 653, 655, 659, 681, 683, 684, 685, 686, 687, 688, 689, 691, 694, 697, 712, 751, 753, 754, 758, 759, 762, 775, 776, 790, 791, 792, 793, 795, 796, 798, 802, 803, 804, 818, 820, 822, 832, 833, 835, 837, 838, 840, 842, 844,

Issued: October 22, 1996**Effective: October 23, 1996****by:****Mitchell Kupinsky, President
Telenet of South Florida, Inc.
10422 Taft Street
Pembroke Pines, Florida 33026**

West Palm Beach (cont'd)

845, 848, 854, 863, 874, 881, 882, 885, 936, 937,
947, 963, 964, 965, 966, 967, 968, 969

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the customer's location to a Telenet of South Florida, Inc. network switching center.

Company or Carrier - Telenet of South Florida, Inc.

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

Day - From 8:00 a.m. up to, but not including, 5:00 p.m. local time Sunday through Friday.

Evening - From 5:00 p.m. up to, but not including, 11:00 p.m. local time Sunday through Friday.

Holidays - Telenet of South Florida, Inc.'s recognized holidays are New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Ground Hog Day, St. Patrick's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day.

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

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10422 Taft Street
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SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA

2.1 Undertaking of the Company

2.1.1 Application

This price list applies to intrastate communications services furnished by Telenet of South Florida, Inc. to customers within the State of Florida in accordance with the conditions set forth below. This price list applies only for the use of the Company's services for communications between and among points within the State of Florida.

2.1.2 Scope

The Company undertakes to furnish communications services in accordance with the terms and conditions set forth in this price list.

2.1.3 Shortage of Facilities

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

2.1.4 Terms and Conditions

- (A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this price list, a month is considered to have 30 days.
- (B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this price list.

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2.1 Undertaking of the Company (cont'd)

2.1.4 Terms and Conditions (cont'd)

Customer will also be required to execute any other documents as may be reasonably requested by the Company.

- (C) At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this price list prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.
- (D) In any action between the parties to enforce any provision of this price list, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- (E) This price list shall be interpreted and governed by the laws of the State of Florida without regard for its choice of laws provision.

2.1.5 Liability of the Company

- (A) Except as otherwise stated in this price list, the liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.8. The extension of such allowances for

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10422 Taft Street
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2.1 Undertaking of the Company (cont'd)**2.1.5 Liability of the Company (cont'd)**

interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to the Customer as a result of any Company service, equipment or facilities, or any acts or omissions or negligence of the Company's employees or agents.

- (B) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- (C) The Company shall not be liable for (a) any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for interconnection with Network Services; or (b) for the acts or omissions of common carriers or warehousemen.
- (D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of equipment or facilities provided by the Customer or third parties.

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10422 Taft Street
Pembroke Pines, Florida 33026**

2.1 Undertaking of the Company (cont'd)2.1.5 Liability of the Company (cont'd)

- (E) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.5(E) as a condition precedent to such installations.
- (F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees.
- (G) The Company shall be indemnified, defended and held harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, invasion of privacy or infringement of copyright in connection with the material transmitted over the Company's facilities; and any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's facilities.

Issued: October 22, 1996

Effective: October 23, 1996

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2.1 Undertaking of the Company (cont'd)

2.1.5 Liability of the Company (cont'd)

- (H) The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services in the month in which the event giving rise to the liability occurred. No action or proceeding against the Company shall be commenced more than one year after the event giving rise to the liability occurred.
- (I) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- (J) The Company shall indemnify, defend, and hold harmless the Customer from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for any injury to persons or property, and any interruption of, interference to, or other defect in any service provided by the Company to any third party, if such injury, interruption, interference, or other defect was not caused by any negligent or intentional act or omission of the Customer or any of its officers, employees, agents, invitees, or contractors.

Issued: October 22, 1996

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2.1 Undertaking of the Company (cont'd)

2.1.6 Provision of Equipment and Facilities

- (A) Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- (B) The company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this price list, the responsibility of the Company shall be limited to the furnishing of services under this price list and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
- (1) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - (2) the reception of signals by Customer-provided equipment; or
 - (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.7 Ownership of Facilities

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

Issued: October 22, 1996

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2.2 Prohibited Uses

- (A) The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.
- (B) The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and regulations, policies, orders, and decisions.
- (C) The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- (D) A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this price list will apply.

Issued: October 22, 1996

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2.3 Obligations of the Customer

2.3.1 Customer Premises Provisions

- (A) The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- (B) The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

2.3.2 Liability of the Customer

- (A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- (B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other price list of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

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2.3 Obligations of the Customer (cont'd)

2.3.2 Liability of the Customer (cont'd)

- C) The Customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Price list including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Price list is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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2.4 Customer Equipment and Channels

2.4.1 Interconnection of Facilities

- (A) Interconnection between Customer-provided and Company-provided service must be made by the Customer's purchase of dedicated access lines or through the use of LEC-provided switched access service.
- (B) In order to protect the Company's facilities and personnel and the services furnished to other customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

2.4.2 Inspections

- (A) The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.
- (B) If the protective requirements in connections with Customer-provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including the

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2.4 Customer Equipment and Channels (cont'd)

2.4.2 Inspections (cont'd)

suspension of service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

2.5 Advance Payments

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

2.6 Customer Deposits

The company will not request customer deposits.

2.7 Payment Arrangements

2.7.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

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2.7 Payment Arrangements (cont'd)

2.7.1 Payment for Service (cont'd)

(A) Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however, designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of Network Services.

2.7.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

(A) Non-recurring charges are due and payable within 30 days after the date of the invoice.

(B) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the date of the invoice. When billing is based upon customer usage, usage charges will be billed monthly for the preceding billing period.

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2.7 Payment Arrangements (cont'd)

2.7.2 Billing and Collection of Charges (cont'd)

- (C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rate basis. For this purpose, every month is considered to have 30 days.
- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this price list or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
 - (1) a rate of 1.5 percent per month; or
 - (2) the highest interest rate which may be applied under state law for commercial transactions.
- (F) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.

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2.7 Payment Arrangements (cont'd)

2.7.2 Billing and Collection of Charges (cont'd)

- (G) Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.
- (H) If service is disconnected by the Company in accordance with section 2.7.3 following and later restored, restoration of service will be subject to all applicable installation charges.

2.7.3 Discontinuance of Service for Cause

- (A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- (B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

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2.7 Payment Arrangements (cont'd)

2.7.3 Discontinuance of Service for Cause (cont'd)

- (D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- (E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- (F) In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs as set forth in Section 2.10 of this price list. The Customer will also be responsible for payment of any reconnection charges.
- (G) Upon the Company's discontinuance of service to the Customer under Section 2.7.3(A) or 2.7.3(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this price list, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

Issued: October 22, 1996

Effective: October 23, 1996

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2.7 Payment Arrangements (cont'd)

2.7.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide Company thirty (30) days written notice of desire to terminate service.

2.8 Allowances for Interruptions in Service

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this price list by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.8.1 for the part of the service that the interruption affects.

2.8.1 Credit for Interruptions

- (A) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this price list. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- (B) For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

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2.8 Allowances for Interruptions in Service (cont'd)2.8.1 Credit for Interruptions (cont'd)

- (C) A credit allowance will be given for interruptions of 15 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

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

Issued: October 22, 1996**Effective: October 23, 1996**

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2.8 Allowances for Interruptions in Service (cont'd)

2.8.1 Credit for Interruptions (cont'd)

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

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

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

2.8.2 Limitations on Allowances

No credit allowance will be made for interruptions of service:

- (A) due to the negligence of, or noncompliance with the provisions of this price list or contract by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- (B) due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- (C) due to the failure or malfunction of non-Company equipment;

Issued: October 22, 1996

Effective: October 23, 1996

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2.8 Allowances for Interruptions in Service (cont'd)**2.8.2 Limitations on Allowances (cont'd)**

- (D) during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (E) during a period in which the Customer continues to use the service on an impaired basis;
- (F) during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (G) due to circumstances or causes beyond the control of Company; and
- (H) that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

2.8.3 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

Issued: October 22, 1996**Effective: October 23, 1996****by:**

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2.9 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.8.1), Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.7.2.

2.9.1 Termination Liability

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

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

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2.10 Customer Liability for Unauthorized Use of the Network

2.10.1 Unauthorized Use of the Network

Unauthorized use of the Network occurs when a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this price list.

2.10 Customer Liability for Unauthorized Use of the Network

2.10.2 Liability for Calling Card Fraud

- (A) The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Company calling card, provided that the unauthorized use occurs before the Company has been notified.
- (B) A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.
- (C) The Customer must give the Company written notice that an unauthorized use of the Company calling card has occurred or may occur as a result of loss, theft or other reasons.
- (D) The Customer is responsible for payment of all charges for services furnished to the Customer or to users authorized by the Customer to use service provided under this price list. This responsibility is

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2.10 Customer Liability for Unauthorized Use of the Network (cont'd.)

2.10.2 Liability for Calling Card Fraud (cont'd.)

not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

- (E) The Customer is liable for all charges incurred as a result of unauthorized use of the Network, including incidental and consequential damages. In addition, the Customer is responsible for payment of any charges related to the suspension and/or termination of service and any charges for reconnection of service.

2.10.3 Liability for Credit Card Fraud and Other Unauthorized Use

- (A) The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a credit card, provided: (1) the card is an accepted credit card, and (2) the unauthorized use occurs before the Company has been notified.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

Issued: October 22, 1996

Effective: October 23, 1996

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2.10 Customer Liability for Unauthorized Use of the Network (cont'd.)

2.10.3 Liability for Credit Card Fraud and Other Unauthorized Use (cont'd)

- (B) The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

- (C) The Customer must give the Company written notice that an unauthorized use of the credit card has occurred.

Issued: October 22, 1996

Effective: October 23, 1996

by:

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SECTION 3 - BASIC SERVICE DESCRIPTIONS AND RATES

3.1 SERVICE OFFERINGS

The Company does not yet offer basic local service.

Issued: October 22, 1996

Effective: October 23, 1996

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SECTION 4 - NON-BASIC SERVICE DESCRIPTIONS AND RATES

4.1 SERVICE OFFERINGS

- (A) The Company offers intraLATA call switching for Customers. Customers access the Company network through a local access telephone number via their local exchange carrier. The Company then routes a Customer's call to a specified telephone number within the Company's service area listed in the provisions of Original Sheet 8 ("Exchange Service List"). The call only exists within the Company's network during routing.
- (B) The Company does not provide interLATA call switching.
- (C) The Company assesses a \$25 non-recurring account activation fee for new Customers.
- (C) The Company assesses Customers a \$10 service charge for each month of service.
- (D) Customers may access the Company's network 100 times per month for no additional charge.
- (E) Each additional use of the Company's network, beyond the first 100 times per month, is priced on a flat-rated basis of \$0.10 per call.

Issued: October 22, 1996

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