

REQUEST TO ESTABLISH DOCKET  
(PLEASE TYPE)

Date: January 27, 1999

Docket No. 990103-TX

1. Division Name/Staff Name: Communications/T.Williams
2. OPR: T.Williams
3. OCR: \_\_\_\_\_
4. Suggested Docket Title: Request to change the name on Alternative Local Exchange Company Service Certificate No. 4440 from LCI INTERNATIONAL TELECOM CORP. to LCI INTERNATIONAL TELECOM CORP. d/b/a QUEST COMMUNICATIONS SERVICES

5. Suggested Docket Mailing List (attach separate sheet if necessary)

- A. Provide NAMES ONLY for regulated companies or ACRONYMS ONLY regulated industries, as shown in Rule 25-22.104, F.A.C.
- B. Provide COMPLETE name and address for all others. (Match representatives to clients.)
1. Parties and their representatives (if any)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. Interested Persons and their representatives (if any)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

6. Check one:

- Documentation is attached.
- Documentation will be provided with the recommendation.

**LCI International<sup>®</sup>**  
**Worldwide Telecommunications**

January 26, 1999

Mr. Thomas Williams  
Division of Communications  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850

Dear Mr. Williams:

Enclosed please find an original and two (2) copies of LCI International Telecom Corp.'s (LCI) filing to revise its Tariff FPSC No. 1. This amended filing contains changes to all pages of the tariff as noted on:

Check Sheet - Eleventh Revised Sheet 2.

This tariff revision reflects the fact that LCI International Telecom Corp. will be doing business as (d/b/a) Qwest Communications Services. LCI International Telecom Corp. was acquired by Qwest Communications International effective June 5, 1998. A copy of the registration with the Secretary of State permitting LCI to do business as Qwest Communications Services is attached here to. LCI International Telecom Corp., d/b/a Qwest Communications Services will continue to operate as a separate wholly owned subsidiary of Qwest Communications International and provide service to its existing end users pursuant to the rates, terms and conditions of this tariff.

LCI respectfully requests that this filing be given expedited treatment to become effective on February 26, 1999. If you have any questions, please contact me at (703) 363-3189.

Acknowledgment and date of receipt of this transmittal are requested. A duplicate letter and self-addressed, stamped envelope are attached for this purpose.

Sincerely,

*Carol P. Kuhnaw*

Carol P. Kuhnaw  
Sr. Manager  
Tariff and Regulatory Affairs

RECEIVED

JAN 26 1999

Enclosures

CMU

99 JAN 26 11 03 15

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 LCI International Telecom Corp., with principal offices at 8180 Greensboro Drive, Suite 800, McLean, Virginia 22102. This price list applies for services furnished within the state of Florida. This price list is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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ISSUED: January 26, 1999

EFFECTIVE:

ISSUED BY: Carol P. Kuhnnow, Sr. Manager  
4250 North Fairfax Drive, 12th Floor  
Arlington, Virginia 22203

LOCAL EXCHANGE SERVICE

CHECK SHEET

The following sheets inclusive of this tariff are effective as of the date shown at the bottom of the respective sheets. Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>Page</u>	<u>Revision No.</u>	<u>Page</u>	<u>Revision No.</u>	<u>Page</u>	<u>Revision No.</u>
		SECTION 2 (Continued)		SECTION 4	
1	1st*	28	1st*	53	1st*
2	11th*	29	1st*	54	2nd*
3	1st*	30	2nd*	55	1st*
4	3rd*	31	1st*	56	1st*
5	1st*	32	2nd*	55	1st*
6	1st*	33	1st*		
7	3rd*	34	1st*		
7.1	1st*	35	2nd*		
7.2	1st*	36	1st*		
7.3	1st*	37	1st*		
8	1st*	38	1st*		
SECTION 1		SECTION 3			
9	2nd*	39	4th*		
10	1st*	40	4th*		
11	2nd*	41	4th*		
12	2nd*	42	2nd*		
13	2nd*	43	5th*		
14	3rd*	43.1	5th*		
		43.2	2nd*		
SECTION 2		44	5th*		
15	1st*	44.1	3rd*		
16	1st*	45	4th*		
17	1st*	46	2nd*		
18	1st*	47	4th*		
19	1st*	48	2nd*		
20	1st*	49	1st*		
21	1st*	50	1st*		
22	1st*	51	3rd*		
23	1st*	52	3rd*		
24	1st*				
25	1st*				
26	1st*				
27	1st*				

\* New or Revised Page.

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LOCAL EXCHANGE SERVICE

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LOCAL EXCHANGE SERVICE

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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LOCAL EXCHANGE SERVICE

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).
- 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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LOCAL EXCHANGE SERVICE

EXCHANGE SERVICE LIST

The Local Calling Area for the Exchanges listed below, will also include the Additional Exchanges in the Extended Area Service (EAS) and Extended Calling Service (ECS) categories as defined:

**LATA 458 - Southeast LATA**

<u>Exchange</u>	<u>Category</u>	<u>Additional Exchanges</u>
Belle Glade	EAS	Pahokee
	ECS	Boca Raton, Boynton Beach, Delray Beach, Jupiter, West Palm Beach
Big Pine Key	EAS	Key West, Marathon, Sugarloaf Key
	ECS	Homestead, Islamorada, Key Largo, Miami, North Key Largo, Perrine,
Boca Raton	EAS	Coral Springs, Deerfield Beach, Delray Beach, Delray Beach
	ECS	Belle Glade, Boynton Beach, Fort Lauderdale, Hollywood, Jupiter, Miami, North Dade, Pahokee, Pompano Beach, West Palm Beach
Boynton Beach	EAS	Delray Beach, West Palm Beach
	ECS	Belle Glade, Boca Raton, Coral Springs, Deerfield Beach, Fort Lauderdale, Hollywood, Jupiter, Pahokee, Pompano Beach,
Deerfield Beach	EAS	Boca Raton, Coral Springs, Delray Beach, Fort Lauderdale, Pompano Beach
	ECS	Boynton Beach, Hollywood, Homestead, Miami, North Dade, Perrine
Delray Beach	EAS	Boca Raton, Boynton Beach, Deerfield Beach
	ECS	Belle Glade, Coral Springs, Fort Lauderdale, Hollywood, Jupiter, Pahokee, Pompano Beach, West Palm Beach
Ft. Lauderdale	EAS	Coral Springs, Deerfield Beach, Hollywood, Pompano Beach,
	ECS	Boca Raton, Boynton Beach, Delray Beach, Homestead, Miami, North Dade, Perrine
Ft. Pierce	EAS	Port St. Lucie
	ECS	Jensen Beach, Vero Beach

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LOCAL EXCHANGE SERVICE

EXCHANGE SERVICE LIST (Continued)

LATA 458 - Southeast LATA (Continued)

<u>Exchange</u>	<u>Category</u>	<u>Additional Exchanges</u>
Hobe Sound	EAS ECS	Jensen Beach, Jupiter, Port St. Lucie, Stuart West Palm Beach
Hollywood	EAS ECS	Fort Lauderdale, North Dade Boca Raton, Boynton Beach, Coral Springs, Deerfield Beach, Delray Beach, Homestead, Miami, Perrine, Pompano Beach
Homestead	EAS ECS	Miami, Perrine Big Pine Key, Coral Springs, Deerfield Beach, Fort Lauderdale, Hollywood, Islamorada, Key Largo, Key West, Marathon, North Dade, North Key Largo, Pampano Beach, Sugarloaf Key
Islamorada	EAS ECS	Key Largo, Marathon Big Pine Key, Homestead, Key West, Miami, North Key Largo, Perrine, Sugarloaf Key
Jensen Beach	EAS ECS	Hobe Sound, Port St. Lucie, Stuart Fort Pierce, Jupiter, West Palm Beach
Jupiter	EAS ECS	Hobe Sound, West Palm Beach Belle Glade, Boca Raton, Boynton Beach, Delray Beach, Jensen Beach, Pahokee, Port St. Lucie, Stuart
Key Largo	EAS ECS	Islamorada, North Key Largo Big Pine Key, Homestead, Key West, Marathon, Miami, Perrine, Sugarloaf Key
Key West	EAS ECS	Big Pike Key, Sugarloaf Key Homestead, Islamorada, Key Largo, Marathon, Miami, North Key Largo, Perrine
Marathon	EAS ECS	Big Pine Key, Islamorada Homestead, Key Largo, Key West, Miami, North Key Largo, Perrine, Sugarloaf Key
Miami	EAS ECS	Homestead, North Dade, Perrine, Big Pine Key, Boca Raton, Coral Springs, Deerfield Beach, Fort Lauderdale, Hollywood, Islamorada, Key Largo, Key West, Marathon, North Key Largo, Pompano Beach, Sugarloaf Key

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LOCAL EXCHANGE SERVICE

EXCHANGE SERVICE LIST (Continued)

LATA 458 - Southeast LATA (Continued)

<u>Exchange</u>	<u>Category</u>	<u>Additional Exchanges</u>
North Dade	EAS	Hollywood, Miami, Perrine
	ECS	Boca Raton, Coral Springs, Deerfield Beach, Fort Lauderdale, Homestead, Pompano Beach
North Key Largo	EAS	Key Largo
	ECS	Big Pine Key, Homestead, Islamorada, Key West, Marathon, Miami, Perrine, Sugarloaf Key
Pahokee	EAS	Belle Glade
	ECS	Boca Raton, Boynton Beach, Delray Beach, Jupiter, West Palm Beach
Perrine	EAS	Homestead, Miami, North Dade
	ECS	Big Pine Key, Coral Springs, Deerfield Beach, Fort Lauderdale, Hollywood, Islamorada, Key Largo, Key West, Marathon, North Key Largo, Pompano Beach, Sugarloaf Key
Pompano Beach	EAS	Boca Raton, Coral Springs, Deerfield Beach, Fort Lauderdale
	ECS	Boynton Beach, Delray Beach, Hollywood, Homestead, Miami, North Dade, Perrine
Port St. Lucie	EAS	Fort Pierce, Hobe Sound, Jensen Beach, Stuart
	ECS	Jupiter, West Palm Beach
Sebastian	EAS	Melbourne, Vero Beach
Stuart	EAS	Hobe Sound, Indiantown (ICE), Jensen Beach, Port St. Lucie,
	ECS	Jupiter, West Palm Beach
Sugarloaf Key	EAS	Big Pine Key, Key West
	ECS	Homestead, Islamorada, Key Largo, Marathon, Miami, North Key Largo, Perrine
Vero Beach	EAS	Sebastian
	ECS	Fort Pierce
West Palm Beach	EAS	Boynton Beach, Jupiter
	ECS	Belle Glade, Boca Raton, Delray Beach, Hobe Sound, Jensen Beach, Pahokee, Port St. Lucie, Stuart

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LOCAL EXCHANGE SERVICE

EXCHANGE SERVICE LIST (Continued)

LATA 460 - Orlando LATA

<u>Exchange</u>	<u>Category</u>	<u>Additional Exchanges</u>
Cocoa Beach	EAS	Cocoa, Eau Gallie, Melbourne, Titusville
DeBary	EAS ECS	DeLand, Orange City (ICE), Sanford Orlando, Winter Park (ICE)
East Orange	EAS	Apopka (ICE), Lake Buena Vista (ICE), Celebration (ICE), Monteerde (ICE), Orlando, Oviedo, Reedy Creek (ICE), Windermere (ICE), Winter Garden (ICE), Winter Park (ICE)
Eau Gallie	EAS ECS	Cocoa, Cocoa Beach, Melbourne Titusville
Geneva	EAS ECS	Oviedo, Sanford, Winter Park (ICE) Orlando
Melbourne	EAS ECS	Cocoa, Cocoa Beach, Eau Gallie, Sebastian Titusville
Orlando	EAS  ECS	Apopka (ICE), Celebration (ICE), Clemont (ICE), East Orange, Lake Buena Vista (ICE), Monteverde (ICE), Oviedo, Reedy Creek (ICE), Windermere (ICE), Winter Garden (ICE), Winter Park (ICE) DeBary, Geneva, Kissimmee (ICE), Sanford, St. Cloud (ICE), West Kissimmee (ICE)
Oviedo	EAS	East Orange, Geneva, Oriando, Sanford, Winter Park (ICE)
Sanford	EAS ECS	DeBary, Geneva, Oviedo, Winter Park (ICE) Orange City (ICE), Orlando

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LOCAL EXCHANGE SERVICE

APPLICATION OF PRICE LIST

This price list sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications service by LCI International Telecom Corp. to customers within the local exchange service area defined herein.

---

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EFFECTIVE:

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LOCAL EXCHANGE SERVICE

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used generally throughout this price list are defined below.

Account Codes

Allows a Customer to allocate local calls to a 4-digit, verified and non-verified account code.

Advanced Payment

Payment of all or part of a charge required before the start of service.

Alternate Answering

In the event that the called telephone number is not answered within three to four rings, this feature automatically forwards incoming calls to a predetermined, dialable telephone number served by the same Central Office switch, or provides interswitch transfer to a predetermined, dialable telephone number where technically available.

Alternate Call Routing

Allows the Customer to pre-define alternate routing arrangements that can be activated upon command in the event of a Customer emergency. The Customer must have at least two different locations for this routing feature to be applicable.

Answer Supervision

Answer Supervision must be provided when an LCI service offering is connected to switching equipment or a customer-provided communications system. The customer's equipment or system must provide answer supervision so that the measure of chargeable time begins upon the delivery of the customer's call to the switching equipment or to the equipment connected to the communications system and ends upon termination of the call by the calling party. If a customer's communications system fails to promptly return to LCI an idle (on-hook) state upon completion of the call, the customer will be responsible for all charges that result up until the time the customer's communication system signals LCI's network that the call has been terminated or until such time that LCI's own system terminates the call.

Authorized User

A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Automatic Callback

The telephone number associated with the last incoming call to the customer may be automatically redialed. Activation must occur before another incoming call or a call waiting indication is received by the customer.

Business Service

A switched network service that provides for dial Station Communications origination for which the subscriber pays a rate that is described as a business or commercial rate.

Busy Line Transfer

In the event that the called telephone number is busy, this feature automatically forwards incoming calls to a predetermined, dialable telephone number served by the same Central Office switch, or provides interswitch forwarding to a predetermined, dialable telephone number where technically available.

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LOCAL EXCHANGE SERVICE

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Continued)

Call Forward Busy

Automatically routes incoming calls to a designated answering point when the called line is busy.

Call Forward No Answer

Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings.

Call Forward Variable

Automatically routes incoming calls to a designated answering point, regardless of whether the user's Station is idle or busy.

Call Hold

Allows the Customer to hold one call for any length of time provided that neither party goes On Hook.

Call Number Delivery Blocking

Blocks the delivery of the number to the called party on a per call basis.

Call Park

Allows a Customer to "park" a call against their directory number within the business group and "unpark" the call from any other directory number. A business group consists of a series of Customer-defined telephone numbers.

Call Pickup

Allows a Customer to answer incoming calls to another Station line within a defined call Pickup group. Call Pickup is provided as either Group Call Pickup, where the predesignated groups can pickup each other's calls by activating an access code or a feature key, or Directed Call Pickup, where any call can be retrieved by dialing a different access code followed by the extension number.

Call Screening

Allows the Customer to avoid the receipt of certain unwanted calls by programming the line to recognize and screen up to 10 different telephone numbers, whether or not the number is known. Calls from the screened numbers will be diverted to a recorded message which states that calls are not being accepted at this time.

Call Trace

Automatically traces the number of the line used for the last call received by the Customer.

Call Waiting

Provides the Customer with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.

Call Waiting Cancel

Allows a Customer to cancel the Call Waiting feature on a per call basis by dialing a specific two digit code.

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LOCAL EXCHANGE SERVICE

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Continued)

Caller ID

Allows the Customer to view the telephone number of an incoming call, prior to answering the call.

Caller ID Deluxe

Allows the Customer to view both the listed name and the telephone number of an incoming call, prior to answering the call.

Class of Service (COS)

Used to prevent a Station from dialing certain codes and numbers.

Company

LCI International Telecom Corp., a Delaware corporation, which is the issuer of this price list.

Commission

Florida Public Service Commission.

Customer

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

Customer Control Option

There are two distinct options - one associated with Busy Line Transfer and the other with Alternate Answering. Each of these options will allow the customer to activate/deactivate the associated feature and to change the telephone number to which calls are set to forward.

Day of Week Routing

Allows the Customer to arrange for calls to a single 800 Service telephone number to be routed to different locations based on the particular day of the week. The Customer can establish a different routing arrangement for each day of the week, with a maximum of seven day types. The Customer must have at least two locations for this routing feature to be applicable.

Dial Pulse (DP)

The pulse type employed by rotary dial Station sets.

Direct Inward Dialing (DID)

A service attribute that routes incoming calls directly to Stations, by-passing a central answering point.

Direct Connect

Allows for automatic dialing of a single fixed telephone number from an exchange line.

Distinctive Ringing

Allows the Customer to designate up to ten telephone numbers for which incoming calls will have a distinctive ring.

Dual Tone Multi-Frequency (DTMF)

The pulse type employed by tone dial Station sets.

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LOCAL EXCHANGE SERVICE

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Continued)

Easy Call

This feature provides for the automatic dialing of a dialable, telephone number consisting of seven or more digits in the event that the customer's line is taken off-hook and dialing does not commence within a predetermined interval, usually seven seconds.

Holiday Routing

Allows the Customer to arrange for calls to a single 800 Service telephone number to be routed to different locations based on a customer-specified holiday. The Customer must have at least two different locations for this routing feature to be applicable.

Individual Case Basis

A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Joint User

A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

LATA (Local Access Transport Area)

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 carrier provides communications services.

Local Calling

A completed call or telephonic communication between a calling Station and any other Station within the local service area of the calling Station.

Local Exchange Carrier

A company that furnishes exchange telephone service.

Mbps

Megabits, or millions of bits, per second.

Message Waiting

This feature provides an indication to a Station User that a message is waiting. Indications may be visual (lamp) or audible (stuttered dialtone).

Most Idle Trunk Selection (MIDL)

MIDL Trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the longest period of time.

Multiple Appearance Directory Numbers

A directory number that is assigned more than once to one or more Proprietary Business Sets.

Multi-Frequency (MF)

An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

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LOCAL EXCHANGE SERVICE

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Continued)

Multi Ring Service

Allows the customer to have as many as three telephone numbers associated with a single line. Distinctive ringing will be provided for each of the additional telephone numbers to facilitate identification of incoming calls.

Non-Recurring Charges

The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Off-Hook

The term "off-hook" denotes the active condition of a telephone exchange service line.

On-Hook

The term "on-hook" denotes the idle condition of a telephone exchange service line.

Percent Allocation Routing

Allows the Customer to route calls for each originating routing group, per 800 Service telephone number up to eight different terminating locations based upon a customer-designated percentage distribution. The Customer must establish a call allocation pattern where each percentage is a whole number and the total allocation equals 100 percent. The Customer must have at least two different locations for this routing feature to be applicable.

Presubscription-2 (PIC-2)

An arrangement whereby a Customer may select and designate to the Company an Interexchange Carrier it wishes to access, without an access code, for completing intraLATA toll calls. The selected Interexchange Carrier is referred to as the End User's Primary Interexchange Carrier (PIC-2). InterLATA Presubscription is offered pursuant to LCI FCC Tariff No. 2.

Project Accounting Codes

Allows the Customer to track usage of its 800 Service telephone number back to specified user codes and/or to limit use of its 800 Service telephone number to only those dialing authorized codes. Requires that additional digits be dialed after the regular 10-digit 800 Service telephone number is dialed. Two types are available: verified and non-verified. With both types of codes, calls cannot be completed without entry of the specified codes. In addition, with verified codes, calls are not completed until codes are verified for accuracy.

Public Service Commission (PSC)

Florida Public Service Commission.

Repeat Dialing

The telephone number associated with the last outgoing call placed by the Customer may be automatically redialed. Activation must occur before another outgoing call is placed by the Customer.

Recurring Charges

The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Remote Call Forwarding (RCF)

All calls dialed to a telephone number equipped for RCF are automatically forwarded to another dialable exchange or 800 Service telephone number.

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LOCAL EXCHANGE SERVICE

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Continued)

Service Commencement Date

The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the customer's refusal to accept service which does not conform to standards set forth in the Service Order or this price list, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

Service Order

The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this price list, but the duration of the service is calculated from the Service Commencement Date.

Services

The Company's telecommunications services offered on the Company's network.

Shared Facilities

A facility or equipment system subsystem that can be used simultaneously by several Customers.

Special Delivery Feature

When encountering a busy or don't answer condition on outgoing calls, the calling party may be automatically forwarded to a predetermined, dialable telephone number served by the same or a different Central Office switch, where facilities permit.

Speed Calling

Provides a Customer with the option to call other telephone numbers by dialing a code rather than the complete telephone number. The repertory list for such telephone numbers is available in an 8 or 30 number capacity.

Station

Telephone equipment from or to which calls are placed.

Three-Way Calling

The Customer can sequentially call up to two other people and add them together to make up a three-way call.

Time of Day Routing

Allows the Customer to arrange for calls to a single 800 Service telephone number to be routed to different locations based on the time of day. The customer must have at least two different locations for this routing feature to be applicable.

Trunk

A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

User Transfer

User Transfer enables the Customer to transfer calls or perform three-way calling functions from a business access line.

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LOCAL EXCHANGE SERVICE

SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Florida under the terms of this price list.

The Company is responsible under this price list only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services or to communicate with its own customers.

2.1.2 Shortage of Equipment or Facilities

The furnishing of service under this price list is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as the facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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LOCAL EXCHANGE SERVICE

SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (Continued)

2.1 Undertaking of the Company (Continued)

2.1.3 Terms and Conditions

- 2.1.3.1 Except as otherwise provided herein, service is provided on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this price list, a month is considered to have 30 days. All calculations of dates set forth in this price list shall be based on calendar days, unless otherwise specified herein.
- 2.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the customer, 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.
- 2.1.3.3 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 then 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.
- 2.1.3.4 This price list shall be interpreted and governed by the laws of the State of Florida without regard for the State's choice of laws provision.
- 2.1.3.5 The Customer has no property right to the Telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.
- 2.1.3.6 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to Section 2.1.3.7 below.
- 2.1.3.7 The Customer agrees to return to the Company all Company-provided equipment delivered to the Customer within five (5) days of the termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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LOCAL EXCHANGE SERVICE

SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (Continued)

2.1 Undertaking of the Company (Continued)

2.1.4. Liability of the Company

- 2.1.4.1 The liability of the Company for damages arising out of the furnishing of its Service, including but not limited to mistakes, omissions, interruption, delay, or errors, or other defects, representations, or use of these services or damages 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 2.6, below. The extension of such allowances for 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, lost profits, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 2.1.4.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this price list. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damage associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this price list, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.
- 2.1.4.3 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; and 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 military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 2.1.4.4 The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of common carriers or warehousemen.

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LOCAL EXCHANGE SERVICE

SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (Continued)

2.1 Undertaking of the Company (Continued)

2.1.4. Liability of the Company (Continued)

- 2.1.4.5 The Company shall not be liable for any damages or losses due to the fault of negligence of the Customer or due to the failure of malfunction of Customer-provided equipment or facilities.
- 2.1.4.6 The Customer shall indemnify and hold 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, condition, location, or use of installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section as a condition precedent to such installations.
- 2.1.4.7 The Company shall not be 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. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.
- 2.1.4.8 Notwithstanding the Customer's obligations as set forth in Section 2.3.2, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss of damage arising from Customer's use of services furnished under this price list, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others. All other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this price list.
- 2.1.4.9 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by Customer for the specific services giving rise to the claim, and no such action or proceeding against the Company shall be commenced more than one year after the service is rendered.

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LOCAL EXCHANGE SERVICE

SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (Continued)

2.1 Undertaking of the Company (Continued)

2.1.4 Liability of the Company (Continued)

- 2.1.4.10 The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- 2.1.4.11 The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.
- 2.1.4.12 The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold 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 the Customer or by any other party, for any personal injury to, or death of, any person or persons, or 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, locations or use of service furnished by the Company at such locations.
- 2.1.4.13 The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, or materials and supplies, for interconnection of the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

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LOCAL EXCHANGE SERVICE

SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (Continued)

2.1 Undertaking of the Company (Continued)

2.1.4 Liability of the Company (Continued)

2.1.4.14 With respect to Emergency Number 911 Service:

- (a) This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
- (b) The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

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LOCAL EXCHANGE SERVICE

SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (Continued)

2.1 Undertaking of the Company (Continued)

2.1.4 Liability of the Company (Continued)

- 2.1.4.15 The Company's liability arising from errors or omissions in Directory Listings, other than charged listing, shall be limited to the amount of actual impairment of the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.
- 2.1.4.16 In conjunction with a non-published telephone number, as described in Section 3.4.5.3, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.
- 2.1.4.17 When a Customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service, upon request of such governmental authority. By subscribing to service under this price list Customer acknowledges and agrees with the release of information as described above.
- 2.1.4.18 In conjunction with the Busy Line Verification and Interrupt Service as described in Section 3.3.2, the Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.
- 2.1.4.19 The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.

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LOCAL EXCHANGE SERVICE

SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (Continued)

2.1 Undertaking of the Company (Continued)

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to any individual Customer but affect many Customers services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable, notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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LOCAL EXCHANGE SERVICE

SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (Continued)

2.1 Undertaking of the Company (Continued)

2.1.6 Provisions of Equipment and Facilities

- 2.1.6.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this price list. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to an Customer.
- 2.1.6.2 The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.1.6.3 Equipment the Company provided or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company has provided it.
- 2.1.6.4 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this price list, the responsibility of the Company shall be limited to the furnishing of facilities offered under this price list and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:
- (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  - (b) the reception of signals by Customer provided equipment; or
  - (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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LOCAL EXCHANGE SERVICE

SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (Continued)

2.1 Undertaking of the Company (Continued)

2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in unusual locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.8 Ownership of Facilities

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

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LOCAL EXCHANGE SERVICE

SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (Continued)

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this price list;
- (b) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
- (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the premises of the Customer, at the level of heating and air conditioning necessary to maintain the proper operating environment of such premises.

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LOCAL EXCHANGE SERVICE

SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (Continued)

2.3 Obligations of the Customer (Continued)

2.3.1 General (Continued)

- (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Local Exchange Service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1 (c). Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting any order for service;
- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under section 2.3.1 (d); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.

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LOCAL EXCHANGE SERVICE

SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (Continued)

2.3 Obligations of the Customer (Continued)

2.3.1 General (Continued)

- (g) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- (h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company the Customer. No allowance for interruptions in service will be made for the period during which services is interrupted for such purpose.

2.3.2 Claims

With respect to any service or facility provided by the Company, 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:

- (a) any loss, destruction of damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to employees or invitees or either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of Customer, its employees, agents, representatives or invitees; or
- (b) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between Customer and Company or this price list.

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LOCAL EXCHANGE SERVICE

SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (Continued)

2.4 Customer Equipment and Channels

2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

2.4.2 Station Equipment

2.4.2.1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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LOCAL EXCHANGE SERVICE

SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (Continued)

2.4 Customer Equipment and Channels (Continued)

2.4.3 Interconnection of Facilities

- 2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Local Exchange Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- 2.4.3.2 Local Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the price lists of the other communications carriers which are applicable to such connections.
- 2.4.3.3 Facilities furnished under this price list may be connected to Customer provided terminal equipment in accordance with the provisions of this price list.

2.4.4 Inspections

- 2.4.4.1 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with requirements set forth in section 2.4.2.2 for the installations, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- 2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. The Company will, upon a request from the customer 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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## LOCAL EXCHANGE SERVICE

### SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (Continued)

#### 2.5 Payment Arrangements

##### 2.5.1 Payment for Service

The Customer is responsible for payment of all charges for services furnished by the Company to the Customer or its Joint or Authorized Users. Objections must be received by the Company within 60 days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection may be considered, or if the customer has in his or her possession such Company records. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company non-recurring charge is specific, those charges may be passed on to the Customer.

##### 2.5.1.1 Taxes

The customer is responsible for the 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 Local Services. Any taxes imposed by a local jurisdiction (e.g., county and municipal taxes) will only be recovered from those Customers located in the affected jurisdictions.

##### 2.5.1.1.1 Other Charges

If an entity other than the Company (e.g. another carrier or a supplier) imposes charges on the Company, in addition to its own internal costs, in connection with a service for which the Company's non recurring charge is specified, those charges will be passed on to the Customer. It shall be the responsibility of the Customer to pay any such taxes that.

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LOCAL EXCHANGE SERVICE

SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (Continued)

2.5 Payment Arrangements (Continued)

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

2.5.2.1 All service, installation, monthly recurring, and non-recurring charges are due and payable upon receipt.

2.5.2.2 The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which such service is provided.

2.5.2.3 For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rated basis. For this purpose every month is considered to have 30 days.

2.5.2.4 Amounts not paid within 30 days after the date of invoice will be considered past due. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within 8 mailing days after written notice or 5 days after personal delivery thereof and to make such payments in cash or the equivalent of cash.

2.5.2.5 A check return charge of \$20.00 will be assessed for checks with insufficient funds or non-existing accounts.

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LOCAL EXCHANGE SERVICE

SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (Continued)

2.5 Payment Arrangements (Continued)

2.5.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill within 60 days of receipt of the bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Florida Public Service Commission in accordance with the PSC's rules of procedure.

2.5.3.1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2.5.4 Advance Payments

To safeguard its interests, the Company may require a non-residential Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed any amount equal to the non-recurring charge(s) and one month's charges for the service to facility. 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 by the Company and the non-residential Customer. The Advance Payment will be credited to the non-residential Customer's initial bill.

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LOCAL EXCHANGE SERVICE

SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (Continued)

2.5 Payment Arrangements (Continued)

2.5.5 Discontinuance of Service

- 2.5.5.1 Upon non-payment of any amounts owing to the Company, the Company may, by giving five days' prior written notice served personally upon the Customer; eight days written notice in postpaid wrapper; or five days after the Customer signs or refuses a registered letter containing written notice, suspend service without incurring any liability.
- 2.5.5.2 Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving 30 days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability, if such violation continue during the 30 day period.
- 2.5.5.3 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.
- 2.5.5.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge and involuntary petition within the time permitted by law, or abandonment of service, the Company may, with prior notice to the Customer, immediately discontinue or suspend service without incurring any liability.
- 2.5.5.5 Upon any governmental prohibition or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

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LOCAL EXCHANGE SERVICE

SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (Continued)

2.5 Payment Arrangements (Continued)

2.5.5 Discontinuance of Service (Continued)

2.5.5.6 The Company may discontinue the furnishing of any and/or all service(s) to a Customer, without incurring any liability.

2.5.5.6.1 Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.5.6.1 (a-f) if:

- (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
- (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
- (c) The Customer has been given written notices as described in Section 2.5.5.1 by the Company of any past due amount (which remains unpaid in whole or part) for any of the Company's other common carrier communications services to which the Customer either subscribes or has subscribed to used; or
- (d) The Customer uses or attempts to use service with the intent to avoid the payment, either in whole or in part, of the price list charges for the service by:
  - (d.1) Using or attempting to use service by rearranging, tampering with, or making connection to the Company's service not authorized by this price list; or
  - (d.2) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
  - (d.3) Any other fraudulent means or devices; or
- (e) Use of service in such a manner as to interfere with the services of other users; or
- (f) Use of service for unlawful purposes.

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LOCAL EXCHANGE SERVICE

SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (Continued)

2.5 Payment Arrangements (Continued)

2.5.5 Discontinuance of Service (Continued)

2.5.5.6 (Continued)

- 2.5.5.6.2 Immediately upon written notice to the Customer of any sum thirty (30) days past due;
  - 2.5.5.6.3 Ten (10) days after sending the Customer written notice of noncompliance with any provision of this price list if the noncompliance is not corrected within the ten (10) day period; or
  - 2.5.5.6.4 Upon five (5) days written notice, excluding Sundays and holidays, for non-payment of a bill for service.
- 2.5.5.7 The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.
- 2.5.5.8 Upon the Company's discontinuance of service to the Customer under Section 2.5.5.1 or 2.5.5.2, all applicable charges, including termination charges, shall become due. This is 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.

2.5.6 Interest on Customer Overpayments

A Customer who makes a payment to the Company in excess of the correct charge for telephone service, which overpayment was caused by erroneous billing by the Company, shall be paid interest on the amount of the overpayment. The rate of interest on such amount shall be the applicable late payment rate. The interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the late payment charge rates and compounded monthly until the date when the overpayment is refunded. No interest will be paid on Customer overpayments that are refunded within 30 days after such overpayment is received by the Company.

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LOCAL EXCHANGE SERVICE

SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (Continued)

2.6 Allowances for Interruptions in Service

2.6.1 Credit for Interruptions

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption, whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's price lists. 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.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on pro-rata basis against the rates specified hereunder for Local Line or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this price list by, the Customer, Authorized User, Joint-User, or other common carrier providing service connected to the service of Company;
- (b) interruptions 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) interruptions due to the failure or malfunction of non-Company equipment;
- (d) interruptions of service 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) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) interruptions of service 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) interruption of service due to circumstances or causes beyond the control of the Company.

2.6.3 Use of Alternative Service Provided by the Company

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the price list rates and charges for the alternative services used.

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LOCAL EXCHANGE SERVICE

SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (Continued)

2.7 Cancellation of Service

2.7.1 Cancellation of Applications for Service

- 2.7.1.1 Unless the Company breaches its obligations, applications for service are noncancellable after 48 hours, unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- 2.7.1.2 Where prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- 2.7.1.3 The special charges described 2.7.1.1 and 2.7.1.2 will be calculated and applied on a case-by-case basis.

2.7.2 Cancellation of Service by the Customer

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 2.6.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and payable within the period set forth in 2.5.2, all costs, fees and expenses incurred in connection with:

- 1) all non-recurring charges reasonably expended by the Company to establish service to Customer, plus
- 2) any disconnection, early cancellation or termination charges reasonable incurred and paid to third parties by Company on behalf of Customer, plus
- 3) all recurring charges specified in the applicable Service Order price list for the balance of the then current term.

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LOCAL EXCHANGE SERVICE

SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (Continued)

2.8 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company (b) pursuant to any sale or transfer of substantially all assets of the Company; (c) pursuant to any financing, merger or reorganization of the Company.

2.9 Notices and Communications

- 2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this price list will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communications, or bill with the US Mail or a private delivery service prepaid and properly addressed, or when actually received or refused by the Addressee, whichever occurs first.
- 2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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LOCAL EXCHANGE SERVICE

SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES

3.1 Local Exchange Service

The Company's Local Telephone Service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:

- place or receive calls to any calling Station in the local calling area, as defined herein;
- access 911 Emergency Service;
- access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- access Operator Services
- access Directory Assistance for the local calling area;
- place or receive calls to 800 telephone numbers;
- access Telecommunication Relay Service

The Company's service cannot be used to originate calls to other telephone companies' caller-paid information services (e.g., 900, 976). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch. If the Customer chooses to have their line unblocked, the Customer will be responsible for all charges associated with caller-paid information services.

3.1.1 Service Area: Where facilities are available, the service area is defined by the following LATA. LCI will only provide Local Service in the regions which are currently served by Bell South Telecommunications Inc. of Florida:

LATAs

458  
460

See the Exchange Service List on page 7, for exchanges as well as additional exchanges to be included in the Local Calling Area.

LOCAL EXCHANGE SERVICE

SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (Continued)

3.1 Local Exchange Service (Continued)

3.1.2 Local Line: Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number.

3.1.2.1 Line Types: Each Local Line Customer may choose from the following line types. All line types include Touch Tone:

Business Line  
PBX Trunk - Combo and Inward  
Direct Inward Dialing (DID) Trunk Termination

3.1.2.2 Optional Features: A Customer may order the following optional features. Business rates are set forth in Section 3.1.2.3.3.

Call Waiting	Anonymous Call Rejection
Call Waiting Deluxe	Call Block
Call Forwarding	Call Selector
Call Forwarding Variable	Answer Supervision
Remote Activation to Call Forwarding Variable (T)	Speed Call 6
Remote Call Forwarding	Multi-Line Hunt Group
Three-Way Calling	Call Forward - Don't Answer
Speed Call 8	Call Forward Busy Line Multipath
Speed Call 30	Call Forward Don't Answer Multipath
Caller ID	Call Forwarding Variable Multipath
Caller ID Deluxe	Message Waiting Indication
Call Return	Call Screening
Repeat Dialing	Automatic Callback
Select Forward	Call Trace
Call Forward - Busy Line	Remote Call Forwarding-Add'l Capacity
Customer Control-Call Forwarding	Multi-Ring
Call Hold	Prestige Service
Ringmaster II	Enhanced Caller ID
Call Pickup	User Transfer
User Transfer - Call Pickup	User Transfer - Call Hold
User Transfer - Call Pickup and Call Hold	

3.1.2.3 Local Line Rates and Charges: A Local Customer will be charged applicable non-recurring charges, monthly recurring charges and usage charges as set forth below.

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LOCAL EXCHANGE SERVICE

SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (Continued)

3.1 Local Exchange Service (Continued)

3.1.2 Local Line (Continued)

3.1.2.3 Local Line Rates and Charges (Continued)

3.1.2.3.1	<u>Non-Recurring Charges:</u>	<u>RATE</u>
	Flat Rate Service:	
	Business Line:	
	First Line	\$ 56.00
	Add'l Lines	\$ 12.00
	PBX Combo Trunk:	
	First Line	\$ 56.00
	Add'l Lines	\$ 12.00
	PBX Inward Trunk:	
	First Line	\$ 56.00
	Add'l Lines	\$ 12.00
	Message Rate Service:	
	Business Line:	
	First Line	\$ 56.00
	Add'l Lines	\$ 12.00
	PBX Combo Trunk:	
	First Line	\$ 56.00
	Add'l Lines	\$ 12.00
	DID Trunk Termination:	\$ 90.00
	Line Change Charge:	
	First Line	\$ 38.00
	Add'l Lines	\$ 11.00
	DID Numbers:	
	1st 20	\$915.00
	Add'l 20	\$ 15.00
	Two Way Line with Caller ID:	
	First Line	\$ 56.00
	Add'l Lines	\$ 12.00

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LOCAL EXCHANGE SERVICE

SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (Continued)

3.1 Local Exchange Service (Continued)

3.1.2 Local Line (Continued)

3.1.2.3 Local Line Rates and Charges (Continued)

3.1.2.3.1 Non-Recurring Charges (Continued)

RATE

Premise Visit:

Initial 15 minutes	\$ 28.00
Each Add'l 15 minute period	\$ 9.00

Line Connection Charge:

First Line	\$ 56.00
Add'l Lines	\$ 12.00

Line Restoral Charge \$ 38.00

(Applies for line restoral after Customer - initiated suspension).

Secondary Service Charge \$ 19.00

(Applies to the receiving, recording, and processing of customer requests to change services or add new or additional services.)

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LOCAL EXCHANGE SERVICE

SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (Continued)

3.1 Local Exchange Service (Continued)

3.1.2 Local Line (Continued)

3.1.2.3 Local Line Rates and Charges (Continued)

3.1.2.3.2 Recurring Charges:

LATA 460

	<u>RATE</u>
Flat Rate Service:	
Business Line:	
First Line	\$29.10
Add'l Lines	\$29.10
PBX Combo Trunk:	
First Line	\$49.47
Add'l Lines	\$49.47
PBX Inward Trunk:	
First Line	\$49.47
Add'l Lines	\$49.47
Two Way Line with Caller ID:	
First Line	\$29.10
Add'l Lines	\$29.10
Message Rate Service:	
Business Line:	
First Line	\$21.69
Add'l Lines	\$21.69
PBX Combo Trunk:	
First Line	\$22.24
Add'l Lines	\$22.24

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LOCAL EXCHANGE SERVICE

SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (Continued)

3.1 Local Exchange Service (Continued)

3.1.2 Local Line (Continued)

3.1.2.3 Local Line Rates and Charges (Continued)

3.1.2.3.2 Recurring Charges (Continued)

LATA 458

	<u>RATE</u>
Flat Rate Service:	
Business Line:	
First Line	\$28.60
Add'l Lines	\$28.60
PBX Combo Trunk:	
First Line	\$48.62
Add'l Lines	\$48.62
PBX Inward Trunk:	
First Line	\$48.62
Add'l Lines	\$48.62
Two Way Line with Caller ID:	
First Line	\$28.60
Add'l Lines	\$28.60
Message Rate Service:	
Business Line:	
First Line	\$21.31
Add'l Lines	\$21.31
PBX Combo Trunk:	
First Line	\$21.86
Add'l Lines	\$21.86

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LOCAL EXCHANGE SERVICE

SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (Continued)

3.1 Local Exchange Service (Continued)

3.1.2 Local Line (Continued)

3.1.2.3 Local Line Rates and Charges (Continued)

3.1.2.3.2 Recurring Charges (Continued)

	<u>RATE</u>
DID Trunk Termination	\$21.80
DID Numbers:	
1st 20	\$ 4.00
Add'l 20	\$ 4.00
Multifrequency (MF) Pulsing	\$ 7.50
Dual Tone Multifrequency	\$ 7.50
Hunting Service:	
LATA 458	\$ 9.25
LATA 460	\$ 9.41

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LOCAL EXCHANGE SERVICE

SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (Continued)

3.1 Local Exchange Service (Continued)

3.1.2 Local Line (Continued)

3.1.2.3 Local Line Rates and Charges (Continued)

3.1.2.3.3 Optional Features: New local customers initially ordering any of these features will not be billed an installation charge. A subsequent change order to add additional features will incur a \$19.00 per line installation fee. The monthly charge will be billed on a per line, per month basis, unless otherwise indicated.

	<u>MONTHLY CHARGE</u>	<u>NON- RECURRING CHARGE</u>
Call Waiting	\$ 5.80	
Call Waiting Deluxe	\$ 6.00	
Call Forwarding	\$ 3.25	
Call Forwarding Variable	\$ 4.00	
Call Forward - Busy Line	\$ 3.35	
Call Forward - Don't Answer	\$ 3.25	
Remote Activation of Call Forwarding	\$ 7.25	
Remote Call Forwarding	\$12.00	
Remote Call Forwarding-Add'l Capacity	\$12.00	
Three-Way Calling	\$ 3.75	
Three-Way Calling (per occurrence)	\$ 0.75	
Speed Call 6	\$ 3.00	
Speed Call 8	\$ 2.50	
Speed Call 30	\$ 5.00	
Caller ID	\$ 7.50	
Caller ID Deluxe	\$ 9.99	
Call Return	\$ 4.50	
Call Return (per occurrence)	\$ 0.75	
Repeat Dialing	\$ 4.50	
Repeat Dialing (per occurrence)	\$ 0.75	
Select Forward	\$ 4.00	
Anonymous Call Rejection	\$ 3.75	
Call Block	\$ 4.50	
Call Selector	\$ 4.50	
Answer Supervision	\$ 2.33	\$ 2.00
Multi-Line Hunt Group	\$ 5.00	\$143.00

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LOCAL EXCHANGE SERVICE

SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (Continued)

3.1 Local Exchange Service (Continued)

3.1.2 Local Line (Continued)

3.1.2.3 Local Line Rates and Charges (Continued)

3.1.2.3.3 Optional Features (Continued)

	<u>MONTHLY CHARGE</u>	<u>NON- RECURRING CHARGE</u>
Call Forward Busy Line Multipath	\$ 3.00	
Call Forward Don't Answer Multipath	\$ 3.00	
Call Forward Variable Multipath	\$ 3.00	
Customer Control-Call Forwarding	\$ 6.25	
Call Screening	\$ 1.35	
Call Trace	\$ 5.00	
Call Trace (per occurrence)	\$ 0.75	
Multi-Ring - First Number	\$ 7.00	
Multi-Ring - First Line	\$10.00	
Call Hold, Intercom	\$ 6.00	\$74.95
Enhanced Caller ID with Anonymous Call Rejection	\$15.99	
Enhanced Caller ID without Anonymous Call Rejection	\$15.99	
Call Pickup	\$ 1.00	
User Transfer	\$ 5.00	
User Transfer - Call Pickup	\$ 5.50	
User Transfer - Call Hold	\$ 6.00	
User Transfer - Call Pickup and Call Hold	\$ 7.00	
User Transfer - Conferencing	\$ 5.75	
Custom Toll Restriction	\$ 5.50	\$10 00

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LOCAL EXCHANGE SERVICE

SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (Continued)

3.1 Local Exchange Service (Continued)

3.1.3 Local and IntraLATA Outbound Usage Rates

Following are the rates that will apply to all outgoing direct-dialed calls placed to Stations within the caller's Local Calling Area; as defined as the band between 0 to 50 miles. These charges are in addition to the monthly line/trunk rates set forth in Section 3.1.2.3.2.

3.1.3.1 Per Minute Usage Rate:

Local:

Flat Rate Service: If a Customer subscribes to the Flat Rate Service, all calls made within the Local Calling Area and Extended Calling Area will be no charge.

Message Rate Service: Customers who do not subscribe to the Flat Rate Service, will receive 75 calls per month in the Local Calling Area at no charge. Additional calls will be rated at \$0.12 per call.

Extended Calling Service:

<u>DAY</u>		<u>NON-DAY</u>	
<u>1st Min.</u>	<u>Add'l Min.</u>	<u>1st Min.</u>	<u>Add'l Min.</u>
\$0.10	\$0.06	\$0.10	\$0.06

	<u>DAY</u>	<u>NON-DAY</u>
IntraLATA:	\$0.115	\$0.080

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LOCAL EXCHANGE SERVICE

SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (Continued)

3.1 Local Exchange Service (Continued)

3.1.4 Timing of Local Exchange Calls

All local calls will be rated in initial sixty (60) second increments with additional sixty (60) second increments and all intraLATA calls will be rated in initial sixty (60) second increments with additional sixty (60) second increments.

For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.

For person to person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed alternate.

Call timing ends when the calling station "hangs up", thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.

3.1.4.1 Time Periods Defined

Day: 8:00 a.m. to, but not including 5:00 p.m.  
Monday through Friday

Non-Day: 5:00 p.m. to, but not including 8:00 a.m.  
Monday through Friday, all day Saturday  
and Sunday, and all Holidays.

Holidays include New Year's Day, Independence Day, Labor Day, Thanksgiving and Christmas.

All times refer to local time.

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LOCAL EXCHANGE SERVICE

SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (Continued)

3.2 Directory Assistance

A Customer may obtain Directory Assistance in determining telephone numbers within its local calling area by calling the Directory Assistance operator.

- 3.2.1 A complimentary call allowance, consisting of three (3) free Directory Assistance calls per Month, will be given to all Customers. The Directory Assistance charge will be applied to each call, subject to the complimentary call allowance described herein, as follows:

Per Call                      \$0.25

The Customer may request a maximum of two telephone numbers per call to Directory Assistance service.

- 3.2.2 A Customer who has accessed the Directory Assistance operator will have the option of having their call completed either by an operator or by depressing a specific digit on a touch-tone telephone. The charge per call completion is as follows:

Per Call Completion        \$0.45

- 3.2.3 A credit will be given for calls to Directory Assistance as follows:

- The Customer experiences poor transmission or is cut-off during the call; or
- The Customer is given an incorrect telephone number.

To obtain such a credit, the Customer must notify its Customer Service representative within 24 hours of occurrence.

- 3.2.4 Reverse Directory Assistance Call Completion is an optional service which enables a business Customer to accept completion charges for calls originated by the Directory Assistance (DA) Operator/Operator System. Immediately after a third party has requested and received the Customer's listing, a recording is played that offers call completion at the courtesy and expense of the subscribing Customer. There will be a \$10.00 monthly recurring charge with a per call charge of \$0.25.

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LOCAL EXCHANGE SERVICE

SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (Continued)

3.3 Operator Assistance

A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner. Customers will be charged the usage rates specified in Section 3.1.3, in addition to the per call surcharges as specified in Section 3.3.1 below.

Third Number Billed: Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

Collect Calls: Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

Calling Cards: Provides the Customer with the capability to place a call using a calling card of an Interexchange Carrier with or without the assistance of an operator.

Person to Person: Calls completed with the assistance of any operator to a particular Station and person specified by the Caller. The call may be billed to the called party.

Station to Station: Calls complete with assistance of an operator to a particular Station. The call may be billed to the called party.

General Assistance: The Customer has the option to request general information from the operator, such as dialing instructions, country or city codes, area code information and Customer Service 800 Telephone numbers, but does not request the operator to complete a call.

3.3.1 Operator Assisted Surcharges

	<u>PER CALL</u>
Station to Station:	
Customer dialed	\$0.75
Operator Assisted	\$1.10
Person to Person:	
Operator Assisted	\$2.98
Operator Dialed Surcharge*	\$0.60

\* Station-to-Station operator assisted or Person-to-Person operator assisted calls (excluding those billed to calling cards) where the operator dials the terminating number.



LOCAL EXCHANGE SERVICE

SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (Continued)

3.3 Operator Assistance (Continued)

3.3.2 Busy Line Verification and Interrupt Service: Service is currently not available. Busy Line Verification and Interrupt Service, which is furnished where and to the extent that facilities permit, provides the customer with the following options:

3.3.2.1 Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.

3.3.2.2 Busy Line Verification with Interrupt: The operator will interrupt the call on the called line only if the calling party indicates and emergency and requests interruption.

3.3.2.3 Rates: Rates for Busy Line Verification and Interrupt Service will apply under the following circumstances:

3.3.2.3.1 The operator verifies that the line is busy with a call in progress.

3.3.2.3.2 The operator verifies that the line is available for incoming calls.

3.3.2.3.3 The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

Busy Line Verification	\$0.35
Busy Line Interrupt	\$0.40

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LOCAL EXCHANGE SERVICE

SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (Continued)

3.4 Directory Listings

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant local exchange service provided in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listings of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing.

3.4.1 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.

3.4.2 The Company may refuse a listing which is known to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonable necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

3.4.3 Each listing must be designated Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential section. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules and respect thereto.

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LOCAL EXCHANGE SERVICE

SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (Continued)

3.4 Directory Listings (Continued)

3.4.4 In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

3.4.5 Directory listings are provided in connection with each Customer service as specified herein.

3.4.5.1 Primary Listing: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.

3.4.5.2 Non-published Listings: Listings that are not printed in directories nor available from Directory Assistance.

A Non-published Telephone Service will be furnished, at the Customer's request, providing for the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records, subject to the provisions set forth in Section 2.1.4. Rates for Non-published listings are specified in Section 3.4.6.

3.4.5.3 Non-listed Numbers: A Non-listed number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records and will be given to any calling party. Charges for Non-listed numbers are specified in Section 3.4.6.

3.4.5.4 Foreign Listings: Where available, a listing in a telephone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific local exchange carrier providing the Foreign Listing.

3.4.6 Charges: Monthly Recurring Charges associated with Directory Listings are specified below:

	<u>MONTHLY CHARGE</u>
Additional Listing (if no answer)	\$1.20
Bold - Residence Listing	\$2.00
Bold Plus - Residence Listing	\$3.00
Script - Residence Listing	\$2.00
Script Plus - Residence Listing	\$3.00
Designer Line	\$3.00
Designer Line Bold	\$4.00
Designer Line Script	\$4.00
Non-Listed Number (per number)	\$0.80
Non-Published Number (per number)	\$0.00
Alternate Listing	\$1.10
Foreign Listing	\$1.20
Listing not in directory or directory assistance	\$1.75

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LOCAL EXCHANGE SERVICE

SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (Continued)

- 3.5 Emergency Services: Both Basic and Enhanced 911 (E911) allow Customers to reach appropriate emergency services including police, fire and medical services. Subject to availability, Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point( PSAP).

3.5.1 Charges:

Basic/Enhanced

Pass through of Municipality charge

- 3.6 Telecommunications Relay Service (TRS): Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider(s) to complete such calls.

MONTHLY  
CHARGE

\$0.12

- 3.7 Residential Service Offering (Service currently not available)

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LOCAL EXCHANGE SERVICE

SECTION 4 - NON BASIC SERVICE DESCRIPTION AND RATES

- 4.1 Presubscriptions-2 (PIC-2): PIC-2 allows Customers to presubscribe to their carrier of choice for intraLATA calls, without dialing the Access Code. The rates specified below will apply each time the Customer requests a change to their intraLATA PIC, subsequent to the initial designation. InterLATA Presubscription is available pursuant to LCI's FCC Tariff No. 2.

4.1.1 Charges:

PIC Change Charge                      \$5.00 per occurrence

- 4.2 Vanity Telephone Numbers: Service currently not available. At the request of the Customer, the Company may assigned a telephone number with the last four digits selected by the Customer. The assignment is subject to availability of a particular number and subject to the terms and conditions set forth in Section 2.1.3.

	<u>MONTHLY CHARGE</u>	<u>NON-RECURRING CHARGE</u>
Vanity Telephone Numbers:	\$10.00	\$75.00

- 4.3 Management Reporting: Rates for the following management reporting are set forth below:

800 Traffic Summary  
Busy Hour Summary  
Busy Day Summary  
Frequently Called Number (Top 10)  
Account Code Summary  
Account Code Detail  
Long Duration Call Sum (Top 10)  
Most Expensive (Top 10)  
International Summary  
BTN Summary by State

4.3.1 Rates:

	<u>MONTHLY CHARGE</u>
800 Traffic Summary	\$ 0.00
Busy Hour Summary	\$ 5.00
Busy Day Summary	\$ 5.00
Frequently Called Number (top 10)	\$ 5.00
Account Code Summary	\$ 5.00
Account Code Detail	\$10.00
Long Duration Call Sum (top 10)	\$ 5.00
Most Expensive (top 10)	\$ 5.00
International Summary	\$ 0.00
BTN Summary by State	\$ 0.00

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LOCAL EXCHANGE SERVICE

SECTION 4 - NON BASIC SERVICE DESCRIPTION AND RATES (Continued)

4.4 Promotional Offerings

The Company, from time to time, may make promotional offerings to its service which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offering are made and will be filed with the PUC for approval.

Installation Promotion

LCI will waive the non-recurring installation charges for customer's converting to LCI's Local Exchange Service, for those services to which they are currently subscribed. For any new service, addition, or change, the appropriate installation charge(s) will apply.

Optional Features Promotion

When a customer subscribes to LCI's Local Exchange Service and orders more than one of the following Optional Features, LCI will apply a ten (10) percent discount to the total feature charges:

Call Waiting	Caller ID Deluxe
Call Waiting Deluxe	Call Return
Call Forwarding	Repeat Dialing
Call Forwarding Variable	Select Forward
Remote Access to Call Forwarding Variable	Anonymous Call Rejection
Remote Call Forwarding	Call Block
Three Way Calling	Call Selector
Speed Call 8	Answer Supervision
Speed Call 30	Multi-Line Hunt Group
Caller ID	

4.5 Individual Case Base (ICB) Arrangements

Competitive pricing arrangements at negotiated rates may be furnished on an individual case basis (ICB) in response to request by customers to LCI, for proposals or for competitive bids. Service offered under this tariff provision will be provided to the Customer pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis and made available for PUC review.

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LOCAL EXCHANGE SERVICE

SECTION 4 - NON BASIC SERVICE DESCRIPTION AND RATES (Continued)

4.6 LCI PBX DigiT-1® (DigiT-1®)

DigiT-1® allows an incoming exchange call to be digitally dialed directly to a station associated with a digital switching system located on the Customer's premises and allows digital outgoing exchange calls to be dialed directly. The facilities for the service which are located in the digital central office (CO) transmit and receive digital type signals to and from the switching equipment located on the Customer's premises.

The number of digits transmitted for DigiT-1® will be uniform for both the listed number to the attendant's console and for stations associated with the switching equipment.

DigiT-1® is comprised of one or more DigiT-1® trunk termination, each connected to one HCS circuit.

MegaLink Service consists of a digital channel which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero digital signals. MegaLink may be used to connect a Customer's premises to a serving wire center within a LATA and may be at a DS1 or DS3 level.

Each DigiT-1® trunk termination provides 24 exchange channels. DigiT-1® trunk service is therefore modified increments of 24 exchange channels only. All channels of a single DigiT-1® trunk are served from a single switch entity.

DigiT-1® trunk is only available where equipment and operating conditions permit. Variations in the switching and control equipment used may cause differences in the operation or availability of certain features and associated services.

4.6.1 Trunk Types - DigiT-1® offers digital and analog connections to suitably equipped PBX and/or Hybrid Key Systems. The types of trunks available are:

DigiT-1® In-Only - incoming voice and data grade communication  
DigiT-1® Out-Only - outgoing voice and data grade communication  
DigiT-1® Two-Way - two way voice and data grade communication

A minimum of one trunk group is required for use with DigiT-1®, and more may be selected. Trunk group charges are in addition to DigiT-1® termination charges.

Individual channels must be aggregated into trunk group(s). Trunk group(s) are In-Only, Out-Only or Two-Way.

Trunk Group Calling Restrictions: Dialing restrictions for outbound calls are selectable. Standard options include: Local and intraLATA toll. 900/976 blocking is by default. Unblocking is available upon request. Trunk Group Calling Restriction is assignable to individual trunk groups.

LOCAL EXCHANGE SERVICE

SECTION 4 - NON BASIC SERVICE DESCRIPTION AND RATES (Continued)

4.6 LCI PBX DigiT-1® (DigiT-1®) (Continued)

4.6.2 DigiT-1® Rates

4.6.2.1 Non-Recurring Charges:

	<u>RATE</u>
DID Trunk Termination	\$ 90.00
DID Numbers	
1st 20	\$915.00
Add'l 20	\$ 15.00
Channelized Digital PBX Trunk	\$200.00
Feature Activation/Analog Voice	\$ 6.30
Clear Channel Capability	\$655.00
Clear Channel Capability	\$655.00
Service Establishment	\$575.00
Premise Visit	\$ 40.00
Mileage - 1st ½ mile	\$315.00

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LOCAL EXCHANGE SERVICE

SECTION 4 - NON BASIC SERVICE DESCRIPTION AND RATES (Continued)

4.6 LCI PBX DigiT-1® (DigiT-1®) (Continued)

4.6.2 DigiT-1® Rates (Continued)

4.6.2.2 Recurring Charges:

	<u>RATE</u>
DID Trunk Termination	\$ 19.70
DID Numbers	
1st 20	\$ 3.60
Add'l 20	\$ 3.60
DID Trunk	\$ 15.50
Combination Trunk	\$ 15.50
Channelized Digital PBX Trunk	\$190.00
Feature Activation/Analog Voice	\$ 5.85
Mileage	
1st ½ mile	\$ 87.50
Add'l ½ mile	\$ 39.50
Line Charge - T1	\$144.00
Telecom Relay Service - T1	\$ 2.40

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