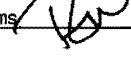


REQUEST TO ESTABLISH DOCKET
(PLEASE TYPE)

Date: September 27, 1999

Docket No. 991472-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. 4040 from WORLDCOM TECHNOLOGIES, INC. to MCI WORLDCOM COMMUNICATIONS, INC.

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)

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

6. Check one:

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

September 24, 1999

Mr. Walter D'Haeseleer
Director, Division of Communications
FLORIDA PUBLIC SERVICE COMMISSION
2540 Shurnard Oak Blvd.
Tallahassee, Florida 32399

RECEIVED

SEP 27 1999

RE: Docket No. 990732-TP
Order No. PSC-99-1671-CO-TP
Issued: August 30, 1999

CMU

Dear Mr. D'Haeseleer:

On August 30, 1999 the Florida Public Service Commission issued Order No. PSC-99-1671-CO-TP. Pursuant to this order, enclosed please find an original and two copies of the new MCI WORLD.COM Communications, Inc. FPSC Price List No. 1. This tariff cancels and supersedes the former WorldCom Technologies, Inc. FPSC Price List No. 1 in its entirety. No revisions were made to this tariff other than the name change from WorldCom Technologies, Inc. to MCI WORLD.COM Communications, Inc. as well as some format adjustments making the document easier to review.

Should you require additional information in regards to this filing, please do not hesitate to contact me at (888) 215-5680.

Sincerely,


Sandy Chandler
Tariff Manager

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for transfer of IXC Certificate No. 1528 from WorldCom, Inc. d/b/a LDDS WorldCom to WorldCom Technologies, Inc.; transfer of assets, AAV/ALEC Certificate No. 4040, and STS Certificate No. 3497 from MFS Intelenet of Florida, Inc., to WorldCom Technologies, Inc.; cancellation of IXC Certificate No. 3573 in the name of MFS Intelenet of Florida, Inc.; and, pro forma transfer of control of WorldCom Technologies, Inc., parent of MFS Intelenet of Florida, Inc. from MFS Network Technologies, Inc. to MFS Communications Company, Inc.

DOCKET NO. 970900-TI
ORDER NO. PSC-97-1135-FOF-TI
ISSUED: September 29, 1997

The following Commissioners participated in the disposition of this matter:

JULIA L. JOHNSON, Chairman
J. TERRY DEASON
SUSAN F. CLARK
DIANE K. KIESLING
JOE GARCIA

NOTICE OF PROPOSED AGENCY ACTION ORDER APPROVING
TRANSFER OF CONTROL; TRANSFER OF TELECOMMUNICATIONS
ASSETS; TRANSFER OF INTEREXCHANGE TELECOMMUNICATIONS,
ALTERNATIVE ACCESS VENDOR, AND SHARED TENANT SERVICE
CERTIFICATES; AND CANCELING INTEREXCHANGE
TELECOMMUNICATIONS CERTIFICATE

BY THE COMMISSION:

NOTICE IS HEREBY GIVEN by the Florida Public Service Commission that the action discussed herein is preliminary in nature and will become final unless a person whose interests are substantially affected files a petition for a formal proceeding, pursuant to Rule 25-22.029, Florida Administrative Code.

Pursuant to Section 364.33, Florida Statutes, a person may not acquire ownership or control of any telecommunications facility, or any extension thereof for the purpose of providing telecommunications services to the public, including the acquisition, transfer, or assignment of majority organizational control or controlling stock ownership, without prior approval from this Commission.

By letter dated July 17, 1997, WorldCom, Inc. d/b/a LDDS WorldCom (LDDS), MFS Intelenet of Florida, Inc. (MFS Intelenet), MFS Communications Company, Inc. (MFS Communications), MFS Network Technologies, Inc. (MFS Network), and WorldCom Technologies, Inc. (WorldCom Technologies), jointly requested approval of several transactions related to their reorganization. The companies have requested approval of:

- (1) transfer of control of WorldCom Technologies from MFS Network to MFS Communications;
- (2) transfer of all telecommunications assets related to regulated operations in Florida from MFS Intelenet to WorldCom Technologies;
- (3) transfer of Interexchange Telecommunications (IXC) Certificate Number 1528 from LDDS to WorldCom Technologies;
- (4) transfer of Alternative Access Vendor (AAV) Certificate Number 4040 with authority to provide alternative local exchange telecommunication (ALEC) service and Shared Tenant Service (STS) Certificate Number 3497 from MFS Intelenet to WorldCom Technologies; and
- (5) cancellation of MFS Intelenet's Interexchange Telecommunications Certificate Number 3573.

LDDS' remarkable growth is accredited to the acquisition over time of about 100 companies, including more than 75 telecommunications service providers. LDDS has stated that reorganizing into a single holding company with far fewer regulated subsidiaries will enable the LDDS companies to operate more efficiently and effectively. LDDS has also stated that by becoming more efficient it will be positioned to become an even more

ORDER NO. PSC-97-1135-FOF-TI
DOCKET NO. 970900-TI
PAGE 3

effective competitor in the market for telecommunications services in Florida.

Transfer of Control of WorldCom Technologies

We determine that the transfer of control of WorldCom Technologies from MFS Network to MFS Communications is in the public interest and, accordingly, we hereby approve the transfer of control.

Transfer of all telecommunications assets from MFS Intelenet to WorldCom Technologies

We determine that the transfer of all telecommunications assets from MFS Intelenet to WorldCom is in the public interest and, accordingly, we hereby approve the transfer of all telecommunications assets.

Transfer of IXC Certificate Number 1528

LDDS and WorldCom Technologies have complied with Rule 25-24.473, Florida Administrative Code, regarding the transfer of interexchange telecommunications certificates. Interexchange Telecommunications Certificate Number 1528 shall be amended to reflect that WorldCom Technologies is the holder of this certificate.

Transfer of AAV Certificate Number 4040 with authority to provide ALEC service and STS Certificate Number 3497

WorldCom Technologies and MFS Intelenet have complied with Rule 25-24.730, Florida Administrative Code, regarding the transfer of alternative access vendor telecommunications certificates and Rule 25-24.569, Florida Administrative Code, regarding the transfer of shared tenant service certificates. We find the transfers of the certificates to be in the public interest and, accordingly, we hereby approve the transfers. Alternative Access Vendor Telecommunications (AAV) Certificate Number 4040 with authority to provide alternative local exchange telecommunication service and Shared Tenant Service Certificate Number 3497 shall be amended to reflect that WorldCom Technologies is the holder of these certificates.

Cancellation of MFS Intelenet's IXC Certificate Number 3573

MFS Intelenet, holder of Interexchange Telecommunications Certificate of public convenience and necessity, has requested the cancellation of Interexchange Telecommunications Certificate Number 3573. MFS Intelenet shall return its certificate to this Commission. In addition, under Section 364.336, Florida Statutes, certificate holders must pay a minimum annual regulatory assessment fee of \$50 if the certificate was active during any portion of the calendar year. A Regulatory Assessment Fee Return notice will be mailed to MFS Intelenet; however, neither the cancellation of its certificate nor the failure to receive a Regulatory Assessment Fee Return notice shall relieve MFS Intelenet from its obligation to pay due and owing regulatory assessment fees.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the transfer of control of WorldCom Technologies, Inc. from MFS Network Technologies, Inc. to MFS Communications Company, Inc. is hereby approved. It is further

ORDERED that the transfer all of all telecommunications assets from MFS Intelenet of Florida, Inc. to WorldCom Technologies, Inc. is hereby approved. It is further

ORDERED that the transfer Interexchange Telecommunications Certificate Number 1528 from WorldCom, Inc. d/b/a LDDS WorldCom to WorldCom Technologies, Inc. is hereby approved. It is further

ORDERED that Interexchange Telecommunications Certificate Number 1528 shall be amended to reflect that WorldCom Technologies, Inc. is the holder of this certificate. It is further

ORDERED that the transfer of Alternative Access Vendor Telecommunications (AAV) Certificate Number 4040 with authority to provide alternative local exchange telecommunication service and Shared Tenant Service Certificate Number 3497 from MFS Intelenet to WorldCom Technologies is hereby approved. It is further

ORDERED that Alternative Access Vendor Telecommunications (AAV) Certificate Number 4040 with authority to provide alternative local exchange telecommunication service and Shared Tenant Service

ORDER NO. PSC-97-1135-FOF-TI
DOCKET NO. 970900-TI
PAGE 5

Certificate Number 3497 shall be amended to reflect that WorldCom Technologies is the holder of these certificates. It is further

ORDERED that the request by MFS Intelenet of Florida, Inc. to cancel its Interexchange Telecommunications Certificate Number 3573 is hereby approved. It is further

ORDERED that MFS Intelenet of Florida, Inc. shall return its certificate to this Commission and remit all due and owing regulatory assessment fees. It is further

ORDERED that the provisions of this Order, issued as proposed agency action, shall become final and effective unless an appropriate petition, in the form provided by Rule 25-22.036, Florida Administrative Code, is received by the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on the date set forth in the "Notice of Further Proceedings or Judicial Review" attached hereto. It is further

ORDERED that in the event this Order becomes final, this Docket shall be closed.

By ORDER of the Florida Public Service Commission, this 29th day of September, 1997.

/s/ Blanca S. Bayó
BLANCA S. BAYÓ, Director
Division of Records and Reporting

This is a facsimile copy. A signed copy of the order may be obtained by calling 1-850-413-6770.

(S E A L)

KMP

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

The action proposed herein is preliminary in nature and will not become effective or final, except as provided by Rule 25-22.029, Florida Administrative Code. Any person whose substantial interests are affected by the action proposed by this order may file a petition for a formal proceeding, as provided by Rule 25-22.029(4), Florida Administrative Code, in the form provided by Rule 25-22.036(7)(a) and (f), Florida Administrative Code. This petition must be received by the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on October 20, 1997.

In the absence of such a petition, this order shall become effective on the day subsequent to the above date as provided by Rule 25-22.029(6), Florida Administrative Code.

Any objection or protest filed in this docket before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

If this order becomes final and effective on the date described above, any party substantially affected may request judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or by the First District Court of Appeal in the case of a water or wastewater utility by filing a notice of appeal with the Director, Division of Records and Reporting and filing a copy of the notice of appeal and the filing fee with the appropriate court.

ORDER NO. PSC-97-1135-FOF-TI
DOCKET NO. 970900-TI
PAGE 7

This filing must be completed within thirty (30) days of the effective date of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

TITLE SHEET

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO END-USER LOCAL EXCHANGE
COMMUNICATIONS SERVICES WITHIN
THE STATE OF FLORIDA

ISSUED: September 27, 1999

EFFECTIVE: September 28, 1999

Sandy Chandler
Six Concourse Parkway
Suite 3200
Atlanta, Georgia 30328

CHECK SHEET

The Sheets 1 to 173 are effective as of the date shown. Revised pages as named below contain all changes from the original tariff that are in effect on the date thereof.

<u>Sheet</u>	<u>Revision</u>
Title	Original
Check Sheet 1	Original
Check Sheet 2	Original
Check Sheet 3	Original
Check Sheet 4	Original
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Check Sheet 6	Original
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EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- (D) - Delete or Discountinue
- (I) - Change Resulting In An Increase To A Customer's Bill
- (M) - Moved From Another Tariff Location
- (N) - New
- (R) - Change Resulting In A Reduction To A Customer's Bill
- (T) - Change In Text or Regulation But No Change In Rate or Charge

ISSUED: September 27, 1999

EFFECTIVE: September 28, 1999

Sandy Chandler
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SECTION 1 – DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Account Codes - Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

Advance Payment - Part or all of a payment required before the start of service.

Automatic Number Identification (ANI) - Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Bit – The smallest unit of information in the binary system of notation.

Billed to Non-Proprietary Calling Card - Refers to calls that are dialed by the customer in accordance with standard dialing instructions and billed to a non-proprietary calling card issued by another carrier.

Call Back/Camp On - Permits a station line encountering an all-trunk-busy condition the option of being notified when a trunk becomes idle.

Call Forwarding:

Call Forwarding Station - Allows calls directed to a station line to be routed to a user defined line inside or outside the customer's telephone system.

Call Forwarding System - Permits calls attempting to terminate to a busy station line to be re-directed to a predetermined line inside or outside the customer's telephone system.

Call Forwarding Remote - This optional feature allows a user to activate/deactivate the Call Forwarding - All Calls feature or change the forwarded to telephone number from a remote location.

Call Forwarding Busy - Allows incoming calls to a busy station to be routed to a preselected station line or attendant within the same system or outside the system. Intercom calls can be arranged to be forwarded to a number different from DID calls.

SECTION 1 – DEFINITIONSCall Forwarding (Cont.)

Call Forwarding Don't Answer - Allows incoming calls to be automatically routed to a preselected station line or attendant in the same system or outside the system, when the called station is not answered after a preset number of rings. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Variable Limited - When this feature is activated by a station line user or the attendant, incoming calls to the activated station line or attendant position will be automatically routed to any other selected station line, within the same Centrex system, or to the attendant position. The attendant may also activate this feature for a station line user.

Call Forwarding Variable Unlimited - The same as a Call Forwarding Variable Limited except that incoming calls may be automatically routed to a telephone number outside the Centrex system or to station lines within the same Centrex system. The attendant may not activate this feature to a telephone number outside the Centrex system for a station line use. Calls forwarded outside the Centrex system are subject to the appropriate charges for local and toll messages.

Call Hold - Allows the user to hold one call for any length of time provided that neither party goes on-hook.

Call Park - Allows a station line to park a call against its own line number. The parked call can be retrieved from any station line by dialing a feature code and the line number against which the call is parked.

Call Pickup - Allows a station line to answer incoming calls to another station line within a defined call pickup group. Call pickup is provided on individual station lines within a customer group.

Call Transfer - Allows a station line user to transfer any established call to another station line inside or outside the customer group without the assistance of the attendant.

Call Waiting - Permits a line in the talking state to be alerted by a tone when another call is attempting to complete to the line. Audible ringing is returned to the originating line. The Service also provides a hold feature that is activated by a switchhook flash.

Communications Services - The Company's intrastate local exchange switched telephone services offered for both intraLATA and interLATA use.

Company – MCI WorldCom Communications, Inc., the issuer of this tariff.

ISSUED: September 27, 1999

EFFECTIVE: September 28, 1999

Sandy Chandler
Six Concourse Parkway
Suite 3200
Atlanta, Georgia 30328

SECTION 1 – DEFINITIONS

Company Calling Card - A telephone calling card issued by the Company at the Customer's request, which enables the Customer or User(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

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

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

Dedicated Access Lines ("DAL") - A group of leased lines which interconnect a switching system to a dedicated subscriber.

Dedicated Inbound Calls - Refers to calls that are terminated via dedicated access facilities connecting the Customer's premises and the Company's POP. This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Dedicated Outbound Calls - Refers to service that is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's Point of Presence (POP). The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Dial Pulse (or "DP") - The pulse type employed by rotary dial station sets.

Direct Inward Dial (or "DID") - A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

Direct Outward Dial (or "DOD") - A service attribute that allows individual station users to access and dial outside numbers directly.

Do Not Disturb - Permits the attendant to cut off a single station line and selected groups of station lines from receiving incoming and station-to-station calls.

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Dual Tone Multi-Frequency (or "DTMF") - The pulse type employed by tone dial station sets.

Duplex Service - Service which provides for simultaneous transmission in both directions.

Fiber Optic Cable - A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Hotline - Special connection between 2 stations when one goes off hook the other automatically rings.

Hunting - Routes a call to an idle station line in a prearranged group when the called station line is busy.

In-Only - A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

Joint User - A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by MFS Intelenet and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

Kbps - Kilobits per second, denotes thousands of bits per second.

Last Number Redial - Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff FCC No. 4.

Mbps - Megabits, denotes millions of bits per second.

Multi-Frequency or ("MF") - An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Network - Refers to the Company's facilities, equipment, and services provided under this Tariff.

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Operator Dialed Charge - The end user places the call without dialing the destination number, although the capability to do it himself exists. The end user will dial "0" for local calls and "00" for long distance calls and then requests the operator to dial the called station.

Person-to-Person - Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station, or a designated third-party station. Calls may be dialed with or without the assistance of a Company operator.

Public Safety Agency - The State or any city, county, municipal corporation, public district, public authority, or functional division located in whole or part within the State which provides or has the authority to provide fire fighting, law enforcement, ambulances, medical, or emergency services. Referred to as the customer for Universal Emergency Telephone Number Service.

Public Safety Answering Point (PSAP) - A location operated and maintained by a Public Safety Agency at which requests for fire fighting, law enforcement, ambulance, medical, or other emergency services are answered.

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

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 tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order - The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

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

Shared Inbound Calls - Refers to calls that are terminated via the Customer's LEC-provided local exchange access line.

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Shared Outbound Calls - Refers to calls in Feature Group D exchanges whereby the Customer's local telephone lines are presubscribed by the local exchange company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's network. Calls to stations within the Customer's LATA may be placed by dialing "10 + XXX or 101XXXX + the 10-digit number".

Speed Calling - Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is customer-changeable.

Station - Allows a station line user to add, change or delete telephone numbers from a speed calling list. The list is dedicated to the individual station line user.

System - Allows shared use of speed calling list. A control station will add, change or delete telephone numbers from the list for the group.

Three-Way Calling - Allows a station line user to add a third party to an existing conversation.

TouchTone - This service allows for the origination of calls by means of telephone instruments equipped for tone-type address signaling and special central office facilities.

Two Way - A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

Universal Emergency Telephone Number (911) Service - Wherever feasible, the Company will provide a universal Central Office number "911" for the use of Public Safety Agencies having the responsibility to protect the safety and property of the general public. It is intended that use of 911 Service will provide the public with a means of simple and direct telephone access to a Public Safety Answering Point.

User or End User - Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

Watch Alert - a service that is offered to alarm and/or monitoring companies for business line customers or to other entrees that perform alarm and/or security monitoring. It provides for continuous transmission of signals that can identify a change in the status of alarm monitoring sensors located on clients premises.

Watch Alert Port Access - This is a fee charged per port activated for Watch Alert, 2 ports are required.

SECTION 2 – REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

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

Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, 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

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff 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 facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

2.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customer will also be required to execute any other documents as may be reasonably requested by the Company.

SECTION 2 – REGULATIONS2.1 Undertaking of the Company (Continued)2.1.3 Terms and Conditions (Continued)

- C. Except as otherwise stated in this Tariff, 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 tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- E. Service may be terminated upon written notice to the Customer if:
1. the Customer is using the service in violation of this tariff; or
 2. the Customer is using the service in violation of the law.
- F. This tariff shall be interpreted and governed by the laws of the State of Florida without regard for its choice of laws provision.
- G. Any other Telephone Company must not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- H. To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the Other Telephone Company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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SECTION 2 – REGULATIONS2.2 Undertaking of the Company (Continued)2.1.3 Terms and Conditions (Continued)

- I. It is the Customer's responsibility to provide answer supervision back to the Company point of connection even when the Company Toll Free Service is connected to switching equipment or a Customer-provided communications system. In such case, the equipment or system must provide appropriate supervision so that the measure of chargeable time begins upon delivery of the call to the Customer's switching equipment or communications system and ends upon termination of the call.
- J. The Company reserves the right to change the Customer's local services from the resold local services platform to the facilities-based local services platform without notice to or consent of the Customer. In the event that the Company elects to provide local service to the Customer through the Company's facilities-based platform, the Customer agrees to be bound by the terms and conditions of those services contained in the tariff. In the event that a switch in service platforms results in a rate change to the Customer, the Company will comply with the appropriate customer notice regulations, if any.

2.1.4 Limitations on Liability

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.

SECTION 2 - REGULATIONS

2.1 Undertaking of the Company (Continued)

2.1.4 Limitations on Liability (Continued)

- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

- D. The Company shall not be liable for any claims for loss or damages involving:
 - 1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;

 - 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotion; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;

 - 3. Any unlawful or unauthorized use of the Company's facilities and services;

 - 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;

 - 5. Breach in the privacy or security of communications transmitted over the Company's facilities;

SECTION 2 – REGULATIONS

2.1 Undertaking of the Company (Continued)

2.1.4 Limitations on Liability (Continued)

D. (Continued)

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in Section 2.1.4, preceding.
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff.
11. Any act or omission in connection with the provision of 911, E911, or similar services;
12. Any non-completion of calls due to network busy conditions;
13. Any calls not actually attempted to be completed during any period that service is unavailable.

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SECTION 2 – REGULATIONS2.1 Undertaking of the Company (Continued)2.1.4 Limitations on Liability (Continued)

- E. The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, 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, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.
- F. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, 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, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- G. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.
- H. Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

SECTION 2 – REGULATIONS2.1 Undertaking of the Company (Continued)2.1.4 Limitations on Liability (Continued)

- I. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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 preventative maintenance. Generally, such activities are not specific to an 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.

2.1.6 Provision of Equipment and Facilities

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

SECTION 2 – REGULATIONS

2.1 Undertaking of the Company (Continued)

2.1.6 Provision of Equipment and Facilities (Continued)

B. (Continued)

2. the reception of signals by Customer-provided equipment; or
3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous 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 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable effort basis at the request of the Customer. Special construction is that construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;

SECTION 2 – REGULATIONS

2.1 Undertaking of the Company (Continued)

2.1.8 Special Construction (Continued)

- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

2.1.9 Ownership of Facilities

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

2.1.10 Universal Emergency Telephone Number Service

- A. This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects or malfunctions in the service, nor does the Company undertake such responsibility.
- B. 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.
- C. The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.

SECTION 2 – REGULATIONS2.1 Undertaking of the Company (Continued)2.1.10 Universal Emergency Telephone Number Service (Continued)

- D. After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.
- E. The Company assumes no liability for any infringement, or invasion of any right of privacy or any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. The Public Safety Agency agrees, except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify, defend and hold harmless the Company from any and all loss or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, 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. The Public Safety Agency also agrees to release, indemnify, defend and hold harmless the Company for any infringement of 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 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, 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 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

SECTION 2 – REGULATIONS

2.2 Prohibited Uses

- A. 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.
- B. The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Florida Public Service Commission regulations, policies, orders, and decisions.
- C. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- D. A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

SECTION 2 – REGULATIONS2.3 Obligations of the Customer (Continued)2.3.1 General

The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this tariff;
- B. 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 Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- 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 Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the 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 an 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 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;

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SECTION 2 – REGULATIONS2.3 Obligations of the Customer (Continued)2.3.1 General (Continued)

- 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;
- 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 and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

2.3.2 Liability of the Customer

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

SECTION 2 – REGULATIONS

2.3 Obligations of the Customer (Continued)

2.3.1 General (Continued)

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

SECTION 2 – REGULATIONS2.4 Customer Equipment and Channels2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- A. Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B. 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 to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communications 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 tariffs of the other communications carriers which are applicable to such connections.

SECTION 2 – REGULATIONS2.4 Customer Equipment and Channels (Continued)2.4.3 Interconnection of Facilities (Continued)

- C. Facilities furnished under this tariff may be connected to customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D. Users may interconnect communications facilities that are used in whole or in part for intrastate communications to services provided under this tariff only to the extent that the user is an "end user" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

2.4.4 Inspections

- A. Upon suitable 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 the requirements set forth in Section 2.4.2(B) for the installation, 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.
- B. 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.

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SECTION 2 – REGULATIONS2.5 Customer Deposits and Advance Payments2.5.1 Advance Payments

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

2.5.2 Deposits

- A. To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
1. three month's charges for a service or facility which has a minimum payment period of one month; or
 2. the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- B. A deposit may be required in addition to an advance payment.
- C. When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.
- D. Deposits held will accrue interest at a rate that is in conformance with the requirements of the Florida Public Service Commission without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to customer.

SECTION 2 – REGULATIONS

2.6 Payment Arrangements

2.6.1 Payments for Service

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

A. Taxes

The Customer is responsible for payment of any fees (including franchise and right-of-way fees), charges, surcharges and taxes (however designated) (including without limitation sales, use, gross receipts, excise, access or other taxes but excluding taxes on the Company's net income) imposed by any local, state, or federal government on or based upon the provision, sale or use of Network Services. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those Customers receiving service within the boundaries of that subdivision.

2.6.2 Billing and Collection of Charges

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

- A. Non-recurring charges are due and payable within 30 days after the date of the invoice.
- B. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the date of the invoice. When billing is based upon customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rate basis. For this purpose, every month is considered to have 30 days.

SECTION 2 – REGULATIONS

2.6 Payment Arrangements (Continued)

2.6.2 Billing and Collection of Charges (Continued)

- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

- E. If any portion of the payment is received by the Company after the date due or 20 days after the mailing date, whichever is later, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
 - 1. a rate of 1.5 percent per month; or
 - 2. the highest interest rate that may be applied under state law for commercial transactions.

- F. The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.

- G. If service is disconnected by the Company in accordance with Section 2.6.4 following and later reinstalled, service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.

SECTION 2 – REGULATIONS2.6 Payment Arrangements (Continued)2.6.3 Billing DisputesA. General

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

B. Late Payment Charge

1. The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount under Section 2.6.2(E), preceding.
2. In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
3. In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

C. Adjustments or Refunds to the Customer

1. In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
2. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.

SECTION 2 – REGULATIONS

2.6 Payment Arrangements (Continued)

2.6.3 Billing Disputes (Continued)

C. Adjustments or Refunds to the Customer (Continued)

3. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
4. All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

D. Unresolved Billing Disputes

1. In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has up to 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business) to request the Company to provide an in-depth review of the disputed amount.
2. If after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

Florida Public Service Commission
Communications Department
Gunter Building
2540 Shumard Oak Boulevard
Capital Circle Office Center
Tallahassee, Florida 32399-0850

SECTION 2 – REGULATIONS2.6 Payment Arrangements (Continued)2.6.4 Discontinuance of Service for Cause

- A. Upon nonpayment of any amounts owing to the Company for 2 consecutive billing cycles, the Company may, by giving 48 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 48 hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F. In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs as set forth in Section 2.9 of this tariff. The Customer will also be responsible for payment of any reconnection charges.
- G. Upon the Company's discontinuance of service to the Customer under Section 2.6.4(A) or 2.6.4(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at a rate determined by the Florida Public Service Commission).

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SECTION 2 – REGULATIONS

2.6 Payment Arrangements (Continued)

2.6.4 Discontinuance of Service for Cause (Continued)

- H. The Customer is responsible for providing adequate access lines to enable the Company to terminate all Toll Free Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate Toll Free Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after 90 days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's Toll Free Service, with 30 days written notice.
- I. The Company, by written notice to the Customer, may discontinue service to a Company Calling Card authorization code if that code has not been used for a period of 120 days.
- J. If a customer of Toll Free Service is found to be non-compliant in passing back appropriate answer supervision, the Company reserves the right to suspend service temporarily, and/or deny requests for additional service or if necessary, discontinue service. In case of disconnection, the customer will be notified in writing in advance of the disconnect.

2.6.5 Notice to Company for Cancellation of Service

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

2.6.6 Cancellation of Application for Service

- A. Applications for service are noncancellable 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.

SECTION 2 – REGULATIONS2.6 Payment Arrangements (Continued)2.6.6 Cancellation of Application for Service (Continued)

- B. 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 services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at a rate determined by the Florida Public Service Commission).
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described in Sections 2.6.6(A) through 2.6.6(C) will be calculated and applied on a case-by-case basis.

2.6.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

SECTION 2 – REGULATIONS2.7 Allowances for Interruptions in Service2.7.1 General

- A. A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

2.7.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- A. Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the control of the Company;
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. During any period in which the Customer continues to use the service on an impaired basis;

SECTION 2 – REGULATIONS2.7 Allowances for Interruptions in Service (Continued)2.7.2 Limitations of Allowances (Continued)

- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H) That was not reported to the Company within thirty (30) days of the date that service was affected.

2.7.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.7.4 Application of Credits for Interruptions in Service

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rate basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.
- C. A credit allowance will be given for interruptions in service of 15 minutes or more. Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

SECTION 2 – REGULATIONS2.7 Allowances for Interruptions in Service (Continued)2.7.4 Application of Credits for Interruptions in Service (Continued)D. Interruptions of 24 Hours or Less

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

E. Continuous Interruption Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each three-hour period or fraction thereof that occurs following the expiration of the initial 24-hour period. No more than one full day's credit will be allowed for any period of 24 hours.

SECTION 2 – DEFINITIONS

2.7 Allowances for Interruptions in Service (Continued)

2.7.4 Application of Credits for Interruptions in Service (Continued)

F. Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period that occurs following the expiration of the initial 72-hour period. No more than 30 days credit will be allowed for any one month period.

2.7.5 Cancellation For Service Interruption

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

SECTION 2 – REGULATIONS2.8 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.7.1), Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

2.8.1 Termination Liability

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

- A. all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- C. all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at a rate determined by the Florida Public Service Commission;
- D. minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

SECTION 2 – REGULATIONS2.9 Customer Liability for Unauthorized Use of the Network2.9.1 Unauthorized Use of the Network

- A. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.
- B. The following activities constitute fraudulent use:
1. Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service:
 2. Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
 3. Toll Free callers using the Network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and
 4. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.
- C. Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

SECTION 2 – REGULATIONS2.9 Customer Liability for Unauthorized Use of the Network (Continued)2.9.2 Liability for Unauthorized Use

- A. Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B. The Customer is responsible for payment of all outbound call charges arising from the calls placed to a Customer's Toll Free Service number, whether or not calls are authorized or fraudulent, where the User gains access to the Customer's outbound calling equipment and services.
- C. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- D. The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

2.9.3 Liability for Calling Card Fraud

- A. The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Company Calling Card, provided that the unauthorized use occurs before the Company has been notified.
- B. The Customer must give the Company notice that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons. For the purposes of this section, "notice" occurs when the Company receives a written confirmation that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons.

SECTION 2 – REGULATIONS2.9 Customer Liability for Unauthorized Use of the Network (Continued)2.9.3 Liability for Calling Card Fraud

- C. The Company may, but is not required to, advise the customer of abnormal calling patterns or other possible unauthorized use of Company Calling Cards assigned to the customer. In addition, the Company may, but is not required to block calls on Company Calling Card authorization codes which the Company believes to be unauthorized or fraudulent.

2.9.4 Liability for Credit Card Fraud

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

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

- B. The liability of the Customer for unauthorized use of the Network by Credit Card fraud will not exceed the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.
- C. The Customer must give the Company written notice that unauthorized use of a Credit Card has occurred or may occur as a result of loss, theft or other reasons. For the purposes of this section, "notice" occurs when the Company receives a written confirmation that unauthorized use of a Credit Card has occurred or may occur as a result of loss, theft or other reasons.

SECTION 2 – REGULATIONS

2.10 Use of Customer's Service by Others

2.10.1 Resale and Sharing

Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws or Florida Public Service Commission regulations governing such resale or sharing. Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.10.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

SECTION 2 – DEFINITIONS

2.11 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 the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

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SECTION 2 – REGULATIONS

2.12 Notices and Communications

- A. 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.
- B. 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.
- C. All notices or other communications required to be given pursuant to this tariff 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, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- D. 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.

SECTION 2 – REGULATIONS2.13 Operator Service Requirements

- A. Company provided intrastate operator assisted communications services will observe the following requirements:
1. identify itself at the time the end-user accesses its services;
 2. upon request, quote all rates and charges for its services to the end-user accessing its system;
 3. arrange to have posted in plain view at each telephone location that automatically accesses the Company's operator service network and where its services are made available to the public or transient end-users:
 - (a) the Company's operator service name and address;
 - (b) bill and service dispute calling information including the operator service provider's dispute resolution phone number;
 - (c) clear and specific instructions informing the end-user how to access a local exchange telephone company operator as an alternative available to the end-user; and
 - (d) notice concerning any and all amounts to be billed by the Company's operator services on behalf of any host location or third party which will appear on the operator service provider's bill for services rendered.
 4. in instances when the Company is unable to complete the call and it requires transfer to another telephone corporation which may affect the rates and charges applicable to the telephone bill, inform the caller of the transfer and its possible effect on the applicable rates and charges, before any charges are incurred; and
 5. in the case of such transfer, the telephone corporation or provider to which the call is transferred shall identify itself and inform the caller of the transfer's effect on the applicable rates and charges, before any charges are incurred.

SECTION 2 – REGULATIONS

2.13 Operator Service Requirements (Continued)

B. The Company will comply with the following provisions:

1. Providers of intrastate operator assisted communications services shall not take any action or enter into any arrangement which restricts end-user selection among competing interexchange telephone corporations or end users access to competing providers of intrastate operator assisted communications services, or pay any commissions or other compensation to any entity engaged in such action or arrangement.

SECTION 3 – DESCRIPTION OF SERVICES3.1 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- A. Calls are measured in duration increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- B. Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- C. Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- D. Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- E. All times refer to local time.

SECTION 3 – DESCRIPTION OF SERVICES3.2 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules:

A. Distance between two points is measured as airline distance between the Rate Centers of the originating and terminating telephone lines. The Rate Center is a set of geographic coordinates, as referenced in Bellcore's Local Exchange Routing Guide (LERG), associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated Toll Free or WATS access line), the Company will apply the Rate Center of the Customer's main billing telephone number.

B. The airline distance between any two Rate Centers is determined as follows:

1. Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.
2. Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
3. Square each difference obtained in step (2) above.
4. Add the square of the "V" difference and the square of the "H" difference obtained in step (3) above.
5. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
6. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

7. FORMULA =

$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

SECTION 3 – DESCRIPTION OF SERVICES3.3 Exchange Access Service3.3.1 General Description

Exchange Access Service provides a Customer with a telephonic connection and a unique telephone number address on the public switched telecommunications network. Each Exchange Access Service enables users to:

- A. receive calls from other stations on the public switched telecommunications network;
- B. access other services offered by the Company as set forth in this tariff;
- C. access certain interstate and international calling services provided by the Company;
- D. access (at no additional charge) the Company's operators and business office for service related assistance;
- E. access (at no additional charge) emergency services by dialing 0- or 9-1-1; and
- F. access services provided by other common carriers which purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or which maintain other types of traffic exchange arrangements with the Company.
- G. Exchange Access Service can not be used to originate calls to other telephone companies' caller-paid information services (e.g., NPA 900, NXX 970, 540, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked. Calls to numbers "NXX 976" will also be blocked unless otherwise specified by the Customer at the time service is ordered. Should a customer request unblocking for access to the "NXX 976" caller-paid information service, the Company will bill and collect on behalf of the telephone companies' information provider holding the customer fully liable for all charges incurred for use of the information provider's service.

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SECTION 3 – DESCRIPTION OF SERVICES

3.3 Exchange Access Service (Continued)

3.3.1 General Description (Continued)

Each Exchange Access Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block at the customer's premise.

The following Exchange Access Services are offered:

Single Line Service
Multi-Line Line Service
Basic Trunk Service
DID Trunk Service
Intelenet Full Service T-1 Service
Inteletrex Service
Inward Business Line Service
Inward Digital Trunk Service

3.3.2 Exchange Access Service Areas

Exchange Access Services are provided (pursuant to Section 3.3.1) in limited geographic areas. Exchange Access Services are provided at following locations and in following areas:

Geographic Areas
In Which Full
Service Is Available^{1/}
Miami
Tampa

^{1/} Full service versions of the Company's Exchange Access Services will be provided to Customers, at Customer premises located in these areas pursuant to the BellSouth - Florida tariff or GTE - Florida tariff, to the extent that: (a) the Company has in-place and available network facilities extending to such premises; or (b) the Customer's premises is served by a BellSouth - Florida or GTE - Florida wire center at which the Company maintains a collocation arrangement and is able to reasonably employ such arrangement to interconnect to unbundled exchange link facilities which the Company, in its sole discretion, judges to be of a type, grade, technical specification, quality and quantity sufficient to, and offered under conditions consistent with, the delivery of such services.

SECTION 3 – DESCRIPTION OF SERVICES

3.3 Exchange Access Service (Continued)

3.3.3 Calling Areas

Geographically-defined Local Calling Areas ^{1/} are associated with each Exchange Access Service provided pursuant to Section 3.3.1. Exchange Access Services shall have the following local calling areas:

<u>Exchange</u>	<u>Local Calling Area</u>
Miami	Homestead, Miami, North Dade, Perrine, including Big Pine, Boca Raton, Coral Springs, Deerfield Beach, Ft. Lauderdale, Hollywood, Islamorada, Key Largo, Key West, Marathon, No. Key Largo, Pompano Beach, Sugarloaf Key.
Tampa	Plant City, Palmetto, St. Petersburg, Sweetwater, Zephyrhills.

Extended Calling Service Area

Dade City, Mulberry, San Antonio, New Port Richey, Tarpon Springs.

^{1/} Rates and rate plans for Local Calling Area calls placed over Company-provided Exchange Access Services are set forth in Section 3.6.

SECTION 3 – DESCRIPTION OF SERVICES3.3 Exchange Access Service (Continued)3.3.4 Single Line Service

Single Line Service provides a Customer with a single, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Single Lines are provided for connection of Customer-provided single station sets or facsimile machines to the public switched telecommunications network. Each Single Line may be configured into a hunt group with other Company-provided Single Lines. Each Single Line is provided with the following standard features that can be deleted at the Customer's option:

Standard Features

Touch Tone
Caller ID Blocking (Selective)

Features Available Upon Request:

Call Forward Variable
Caller ID Blocking (Complete)

SECTION 3 – DESCRIPTION OF SERVICES3.3 Exchange Access Service (Continued)3.3.5 Multi Line Service

Multi Line Service provides a Business Customer with a single, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Multi Lines are provided for connection of Customer-provided key systems to the public switched telecommunications network. Each Multi Line is provided with the following standard features that can be deleted at the Customer's option:

Standard Features:

Touch Tone
 Caller ID Blocking (Selective)

Features available upon request:

Call Forward (Busy)
 Call Forward (Don't Answer)
 Call Forward Variable
 Caller ID Blocking (Complete)
 UCD (Universal Call Distribution)
 Call Hunting (Choice of:)
 Sequential
 Circular

3.3.6 Basic Trunk Service

Basic Trunk Service provides a Business Customer with a single, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. The following standard features are available with this service:

Standard Features:

Touch Tone
 Caller ID Blocking (Selective)
 Call Forwarding – Variable (D)

Features available upon request:

Caller ID Blocking (Complete)
 Call Hunting (Choice of:)
 Sequential
 Circular

SECTION 3 – DESCRIPTION OF SERVICES3.3 Exchange Access Service (Continued)3.3.7 DID Trunk Service

DID Trunk Service provides a Business Customer with a single, voice-grade telephonic communications channel which can be used to receive incoming calls one call at a time. DID Trunk Service transmits the dialed digits for all incoming calls allowing the customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID Trunk Services include Basic Trunk Service rates (non-recurring and monthly recurring) as set forth in Section 3.4.6 in addition to the DID Termination rates.

3.3.8 Intelenet Full Service T-1 Service

Intelenet Full Service T-1 Service provides a Customer with a digital connection operating at 1.544 Mbps which is time division multiplexed into 24 individual voice-grade telephonic communications channels, each of which can be used to place or receive one call at a time. Digital Trunks are provided for connection of compatible Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Digital Trunk is provided with dual tone multi-frequency (DTMF) or multi-frequency (MF) signaling, as specified by the Customer. Digital Trunks may be configured into hunt groups with other Company-provided Digital Trunks. The terminal interface for each Digital Trunk Service is a DSX-1 panel.

3.3.9 Inteletrex Service

Inteletrex Service provides a Business Customer with multiple individual voice-grade telephone communications channels, each of which can be used to place or receive one call at a time. Inteletrex Station Lines are provided for connection of Inteletrex-compatible Customer-provided station sets to the public switched telecommunications network. Inteletrex Service standard and optional features are described in the Definitions Section of this tariff. Inteletrex Service is provided with a minimum of five Inteletrex Station Lines. Each Inteletrex Station Line is provided in combination with other Company-provided services. Inteletrex Services are offered as Inteletrex Basic and Inteletrex Select. The standard features are as follows:

SECTION 3 – DESCRIPTION OF SERVICES

3.3 Exchange Access Service (Continued)

3.3.9 Inteletrex Service (Continued)

Standard Features:

Touch Tone
Caller ID Blocking (Selective)

Features available upon request:

Caller ID Blocking (Complete)
Call Forward Busy
Call Forward Don't Answer
Call Forwarding Variable
UCD (Universal Call Distribution)
Call Hunting (Choice of:
 Sequential
 Circular

3.3.10 Inward Business Line Service
RESERVED FOR FUTURE USE

3.3.11 Inward Digital Trunk Service
RESERVED FOR FUTURE USE

SECTION 3 – DESCRIPTION OF SERVICES3.4. Exchange Access Optional Features3.4.1 Directory Listings

For each Customer of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area for a single, non-recurring charge. At a Customer's option, the Company will arrange for additional listings.

3.4.2 Direct Inward (DID) Service

DID service is an optional feature which can be purchased in conjunction with Company-provided DID Trunks or Digital Trunks. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID number blocks apply in addition to charges specified for DID Trunks or Digital Trunks in Sections 3.3.7 and 3.3.8, respectively.

Customer is required to purchase at least one DID number block for each DID-equipped trunk or trunk group, or DID-equipped channel or channel group. A DID number block may only be associated with one trunk group. The Company reserves the right to limit the amount of DID numbers that will constitute a block of telephone numbers. The amount of DID numbers included in a telephone number group will be determined at the sole discretion of the Company, and will reflect the efficient management of the Company's resources. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine efficient telephone number utilization. Should the Company determine based on its own discretion that there is inefficient number utilization, the Company may either reassign the DID numbers or charge an Underutilization Telephone Number Assignment Fee.

The Customer has no property right to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or end 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.

SECTION 3 – DESCRIPTION OF SERVICES

3.4 Exchange Access Optional Features (Continued)

3.4.3 Main Number Retention

Main Number Retention is an optional feature by which a new Customer, who was formally a customer of another certified local exchange carrier at the same premises location, may retain its main telephone numbers and main fax numbers for use with the Company-provided Exchange Access Services. Main Number Retention service is only available in areas where the Company maintains some form of number retention arrangement with the Customer's former local exchange carrier.

Monthly recurring and non-recurring charges apply per retained number. Rates for retained numbers may vary from area to area.

3.4.4 Accounting Codes

Accounting Codes provide customers with a means of restricting calls or itemizing calls, according to specific digits that must be dialed at the end of a local or long distance telephone number. Customers may choose either Verified Account Codes or Unverified Account Codes.

Verified Account Codes: The Customer is required to enter an exact code when placing a call or the call will not go through. The codes are specified by the Customer and can be from 2 to 8 digits in length. Code lengths are ANI specific.

Unverified Account Codes: The Customer is required to enter in a code for the call to go through. The code length can be from 2 to 8 digits in length and must be consistent for each customer location.

3.4.5 Authorization Codes

This option restricts calls from being made unless the correct accounting code is entered. Only customer specified codes will be accepted. The customer then may use these codes to track calling for cost analysis and bill-back purposes.

SECTION 3 – DESCRIPTION OF SERVICES3.4 Exchange Access Optional Features (Continued)3.4.6 Vanity Number Service

Vanity Number Service is an optional feature by which a new Customer may request a specific or unique telephone number and fax number for use with the Company provided Exchange Access Services. This service provides for the assignment of a customer requested telephone number other than the next available number from the assignment control list.

Vanity Number Service is furnished subject to the availability of facilities and the requirements of Exchange Access Service as defined by the Company. The Company reserves all rights to the Vanity Numbers assigned to customers and may, therefore, change them if required.

3.4.7 Foreign Exchange (FX) Service ^{1/}

FX Service enables a Customer to receive Company-provided Exchange Access Service at a point outside the Local Exchange Service Area that normally serves the customer's location. FX service can be used to receive inward calls only. FX service has a minimum requirement of at least 48 lines.

The Local Exchange Calling Area and all Usage Service rates that apply to an FX Exchange Access Service are the same as those that regularly apply to other Company-provided Exchange Access Services bearing the same NPA-NXX designation.

Customers are prohibited from using FX service to place outbound calls including, but not limited to "911" emergency numbers. This restriction is required in order to assure that emergency calls are routed to the Public Safety Answering Point serving the geographical area associated with the Customer's telephone number. The Company strongly recommends that each Customer maintain at least one telephone exchange service access line bearing an NPA-NXX designation associated with the Customer's actual geographic location for emergency use.

^{1/} Beginning April 20, 1999, this service will no longer be available to new subscribers.

SECTION 3 – DESCRIPTION OF SERVICES

3.4 Exchange Access Optional Features (Continued)

3.4.8 Speed Dialing

This optional feature allows the Customer to program the phone to dial frequently called local and long distance numbers by dialing abbreviated digits. This feature is available in two options, one is a eight (8) code list using one (1) digit speed codes and the other is a thirty (30) code list using two (2) digit speed codes. The customer can select either the eight (8) or thirty (30) option or both options for a combined total of thirty-eight (38) speed codes. Speed Dialing is billed per line and on a monthly recurring basis.

SECTION 3 – DESCRIPTION OF SERVICES3.5 Resold Local Exchange Service3.5.1 Description

Resold Local Exchange Service is composed of the resale of exchange access lines and local calling provided by other certified Local Exchange Carriers, in combination with Company-provided usage services, miscellaneous services or interstate/international services. Resold Local Exchange Service is available in the BellSouth exchanges listed in Section 3.5.8, as amended from time to time. The following Resold Local Exchange Services are available to customers:^{1/}

Single Line Service
DID Trunk Service
Basic Trunk Service

3.5.2 Single Line Service

Single Line Service provides a Business or Residential Customer with a single, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Single Lines are provided for connection of Customer-provided single station sets or facsimile machines to the public switched telecommunications network. Each Single Line may be configured into a hunt group with other Company-provided Single Lines.

3.5.3 Basic Trunk Service

Basic Trunk Service provides a Customer, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchange (PBX) to the public switched telecommunications network.

3.5.4 DID Trunk Service

DID Trunk Service provides a Business Customer with a single, voice-grade telephonic communications channel which can be used to receive incoming calls one call at a time. DID Trunk Service transmits the dialed digits for all incoming calls allowing the customer's PBX to route incoming calls directly to individual station corresponding to each individual DID number.

^{1/} Resold Local Exchange line rates or trunk rates include TouchTone.

SECTION 3 – DESCRIPTION OF SERVICES3.5 Resold Local Exchange Service (Continued)3.5.5 Optional Features

Optional Features are available for use with Resold Local Exchange Services at the rates listed in Section 4.3.

A. Line Options^{1/}

Hunting	Hotline
Call Forward	Speed Calling - 8 Codes
Busy	Speed Calling - 30 Codes
Don't Answer	Three-Way Calling
Variable	Watch Alert
Call Waiting/Cancel Call Waiting	
Watch Alert Port Access	

B. Direct Inward Dial (DID) Service

DID Service is an optional feature which can be purchased in conjunction with Company-provided Basic Trunks or Digital Trunks. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID capability and DID number blocks apply in addition to charges specified for Basic Trunks or Digital Trunks in Sections 3.5.3 and 3.5.4, respectively.

C. Directory Listings

For each Customer of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number^{2/} in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at the rates stated in Section 4.3.

^{1/} Discounts are available based on the number of features chosen as stated in Section 4.3.5.B.

^{2/} For Customers with multiple premises served by the Company, the Company will arrange for a listing of the main billing telephone number at each premise.

SECTION 3 – DESCRIPTION OF SERVICES3.5 Resold Local Exchange Service (Continued)3.5.6 Miscellaneous Services

The following Miscellaneous Services are available to customers of Resold Local Exchange Services.

A. Operator Services

Operator Handled Calling Services are provided to Customers and Users of Resold Local Exchange Services. Calls may be placed on an Operator Assisted basis.

1. Definitions

Person-to-Person: Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, or a designated third-party station.

Station-to-Station: Refers to calls other than person-to-person calls billed to either the end user's commercial credit card and/or non-proprietary calling card. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones that are coin telephones will not be accepted.

B. Directory Assistance

Customers and Users of the Company's Resold Local Exchange Service may obtain directory assistance in determining telephone numbers within Florida by calling the Directory Assistance operator. Residential Customers are allowed three (3) free Directory Assistance calls per month. Each number requested is charged for as shown below. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.

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SECTION 3 – DESCRIPTION OF SERVICES3.5 Resold Local Exchange Service (Continued)3.5.6 Miscellaneous Services (Continued)B. Directory Assistance (Continued)

1. A credit will be given for calls to Directory Assistance when:

- the Customer experiences poor transmission or is cut-off during the call,
- the Customer is given an incorrect telephone number, or
- the Customer inadvertently misdials an incorrect Directory Assistance NPA.

To receive a credit, the customer must notify the Company operator or Business Office of the problem experienced.

3.5.7 Local Calling Service

A. Unlimited Local Calling Service provides a Customer with unlimited and untimed local calling for a monthly recurring charge. Unlimited Local Calling Service includes all outgoing direct-dialed calls placed to telephone stations within the caller's exchange area as defined in Section 3.5.8. The monthly recurring charge is included in the monthly recurring line charge (see Section 4.3 for monthly recurring line charge).

B. IntraLATA Calling

An IntraLATA Area Call is a call that originates and terminates outside an exchange area, but within the caller's LATA and is billed per call according to the duration of the call. IntraLATA calls are not eligible for term or volume discounts. Calls are billed in six second increments, with an eighteen second call minimum.

SECTION 3 – DESCRIPTION OF SERVICES

3.5 Resold Local Exchange Service (Continued)

3.5.8 Rate Group Classifications/Service Areas

A. Rate Groups (BellSouth)

Rate Group 10 Jacksonville/West Palm Beach

Rate Group 11 Orlando

Rate Group 12 Miami/Ft. Lauderdale

B. Local Calling Areas

Calling From: Local Calling Area includes numbers in:

Miami - Homestead, Miami, North Dade, Perrine

Local Calling Area also includes Extended Calling Service numbers in:

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

Local Calling Area includes numbers in:

Coral Springs - Boca Raton, Deerfield Beach, Fort Lauderdale, Pompano Beach

Local Calling Area also includes Extended Calling Service numbers in:

Boynton Beach, Delray Beach, Hollywood, Homestead, Miami, North Dade, Perrine

Local Calling Area includes numbers in:

Deerfield Beach Boca Raton, Coral Springs, Fort Lauderdale, Pompano Beach, Delray Beach

Local Calling Area also includes Extended Calling Service numbers in:

Boynton Beach, Hollywood, Homestead, Miami, North Dade, Perrine

SECTION 3 – DESCRIPTION OF SERVICES

3.5 Resold Local Exchange Service (Continued)

3.5.8 Rate Group Classifications/Service Areas (Continued)

B. Local Calling Areas (Continued)

Calling From: Local Calling Area includes numbers in:

Ft. Lauderdale - Coral Springs, Pompano Beach, Deerfield Beach, Hollywood

Local Calling Area also includes Extended Calling Service numbers in:

Boca Raton, Boynton Beach, Delray Beach, Homestead, Miami, North Dade, Perrine

Local Calling Area includes numbers in:

Hollywood - Fort Lauderdale, North Dade

Local Calling Area also includes Extended Calling Service numbers in:

Boca Raton, Boynton Beach, Coral Springs, Deerfield Beach, Delray Beach, Homestead, Miami, Perrine, Pompano Beach

Local Calling Area includes numbers in:

Homestead - Miami, Perrine

Local Calling Area also includes Extended Calling Service numbers in:

Big Pine Key, Coral Springs, Deerfield Beach, Fort Lauderdale, Hollywood, Islamorada, Key Largo, Key West, Marathon, North Dade, North Key Largo, Pompano Beach, Sugarloaf Key

Local Calling Area includes numbers in:

Perrine - Homestead, Miami, North Dade

Local Calling Area also includes Extended Calling Service numbers in:

Big Pine Key, Coral Springs, Deerfield Beach, Fort Lauderdale, Hollywood, Islamorada, Key Largo, Key West, Marathon, North Key Largo, Pompano Beach, Sugarloaf Key

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SECTION 3 – DESCRIPTION OF SERVICES

3.5 Resold Local Exchange Service (Continued)

3.5.8 Rate Group Classifications/Service Areas (Continued)

B. Local Calling Areas (Continued)

Calling From: Local Calling Area includes numbers in:

Pompano Beach- Boca Raton, Coral Springs, Deerfield Beach, Fort Lauderdale

Local Calling Area also includes Extended Calling Service numbers in:

Boynton Beach, Delray Beach, Hollywood, Homestead, Miami, North Dade, Perrine

Local Calling Area includes numbers in:

Jacksonville - Baldwin, Callahan, Jacksonville, Jacksonville Beach, Julington, Maxville, Middleburg, Orange Park, Ponte Vedra Beach, St. Johns, Yulee

Local Calling Area also includes Extended Calling Service numbers in:

Fernandina Beach, Hilliard, MacClenny, Palatka, Sanderson, St. Augustine

Local Calling Area includes numbers in:

Boca Raton - Coral Springs, Deerfield Beach, Delray Beach, Pompano Beach

Local Calling Area also includes Extended Calling Service numbers in:

Belle Glade, Boynton Beach, Fort Lauderdale, Hollywood, Jupiter, Miami, North Dade, Pahokee, West Palm Beach

SECTION 3 – DESCRIPTION OF SERVICES

3.5 Resold Local Exchange Service (Continued)

3.5.8 Rate Group Classifications/Service Areas (Continued)

B. Local Calling Areas (Continued)

Local Calling Area includes numbers in:

Boynton Beach Delray Beach, West Palm Beach

Local Calling Area also includes Extended Calling Service numbers in:

Belle Glade, Boca Raton, Coral Springs, Deerfield Beach, Fort Lauderdale, Hollywood, Jupiter, Pahokee, Pompano Beach

Calling From: Local Calling Area includes numbers in:

West Palm Beach - Boynton Beach, Jupiter, West Palm Beach

Local Calling Area also includes Extended Calling Service numbers in:

Belle Glade, Boca Raton, Delray Beach, Hobe Sound, Jensen Beach, Pahokee, Port St. Lucie, Stuart

Local Calling Area includes numbers in:

East Orange - Apopka, Lake Buena Vista, Celebration, Monteverde, Orlando, Oviedo, Reedy Creek, Windermere, Winter Garden, Winter Park

Local Calling Area includes numbers in:

Orlando - Apopka, Celebration, Clermont, East Orange, Lake Buena Vista, Monteverde, Oviedo, Reedy Creek, Windermere, Winter Garden, Winter Park

Local Calling Area also includes Extended Calling Service numbers in:

DeBary, Geneva, Kissimmee, Sanford, St. Cloud, West Kissimmee

SECTION 3 – DESCRIPTION OF SERVICES

3.5 Resold Local Exchange Service (Continued)

3.5.8 Rate Group Classifications/Service Areas (Continued)

B. Local Calling Areas (Continued)

Local Calling Area includes numbers in:

Oviedo - East Orange, Geneva, Orlando, Sanford, Winter Park

Local Calling Area also includes Extended Calling Service numbers in:

Apopka, Celebration, Cocoa, DeBary, Kissimmee, Lake Buena Vista, Monteverde, Orange City, Reedy Creek, St. Cloud, Titusville, West Kissimmee, Windermere, Winter Garden

Calling From: Local Calling Area includes numbers in:

St. Johns - Hastings, Jacksonville, Jacksonville Beach, Julington, Orange Park, Ponte Vedra Beach, St. Augustine

Local Calling Area also includes Extended Calling Service numbers in:

Green Cove Springs, Palatka

SECTION 3 – DESCRIPTION OF SERVICES3.6 Local Calling Service

Local Calling Service provides a Customer with the ability to originate calls from a Company-provided exchange access line to all other stations on the public switched telephone network bearing the designation of any central office of the exchanges and zones defined Section 3.3.2. The rates set forth in this section apply to all direct dialed local calls. For operator-assisted (non-aggregator) local calls, the operator charges listed in Section 4.2.1 apply in addition to the charges in Section 4.4.

3.6.1 IntraLATA Area Calling

An IntraLATA Area Call is a call that originates and terminates outside an exchange area, but within the caller's LATA and state and is billed per call according to the duration and the rate period in which the call occurs. IntraLATA calls are not eligible for term discounts. Calls are billed in 6 second increments, with an 18 second call minimum.

SECTION 3 – DESCRIPTION OF SERVICES3.7 Miscellaneous Services3.7.1 Operator Services

Operator Handled Calling Services are provided to Customers and Users of Company-provided Exchange Access Services, and to Customers and Users of exchange access lines which the Customer subscribes to the Company's interexchange outbound calling services.

3.7.2 Busy Line Verify and Line Interrupt Service

A. Description - Upon request of a calling party the Company will verify a busy condition on a called line.

1. The operator will determine if the line is clear or in use and report to the calling party.
2. The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

B. Regulations

1. A charge will apply when:
 - a. The operator verifies that the line is busy with a call in progress.
 - b. The operator verifies that the line is available for incoming calls.
 - c. 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.

SECTION 3 – DESCRIPTION OF SERVICES3.7 Miscellaneous Services (Continued)3.7.2 Busy Line Verify and Line Interrupt Service (Continued)B. Regulations (Continued)

2. No charge will apply:
 - a. When the calling party advises that the call is to or from an official public emergency agency.
 - b. Under conditions other than those specified in 3.7.2.2(A) preceding.
 - c. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.
 - d. The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

3.7.3 Directory Assistance

Customers and Users of the Company's calling services (excluding Toll Free services), may obtain directory assistance in determining telephone numbers within Florida by calling the Directory Assistance operator.

3.7.4 WTI Intelenet Calling Card Services

Description - WTI Intelenet Calling Card Service is provided to Customers for use when away from their established service location. Access to the service is gained by dialing a Company-designated toll free access number (e.g., 800-NXX-XXXX), plus the Customer's/User's WTI Intelenet Calling Card authorization number and the called telephone number. The service includes a Customer-programmable speed dialing capability for up to eight telephone numbers, and a capability whereby a Customer may establish 2-to-6 digit, verified or unverified accounting codes for use with the MFS Intelenet Calling Card, at no additional charge. The WTI Intelenet Calling Card can also be used to place operator-assisted and directory assistance calls, subject to the application of additional charges.

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SECTION 3 – DESCRIPTION OF SERVICES3.7 Miscellaneous Services (Continued)3.7.4 WTI Intelenet Calling Card Services (Continued)

Beyond these standard features, the WTI Intelenet Calling Card includes the following enhanced features: conference calling, and news and information access. Use of these enhanced features is subject to separate charges. WTI Intelenet Calling Card calls are billed in six second increments, with a one minute minimum.

New Customers of the Company's Local Exchange Access services will automatically be issued two calling cards. These cards will initially be subject to a \$25.00 per month usage limit. Upon notification to the Company by the Customer, the monthly usage limit may be increased.

3.7.5 Service Implementation

Absent a promotional offering, service implementation charges will apply to new service orders or to orders to change existing service.

3.7.6 Restoration of Service

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities suspended is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

3.7.7 Telecommunications Relay Service ("TRS")

TRS is a service which permits hearing or speech impaired customers who have been certified, in writing, by a licensed physician, audiologist, speech pathologist, or appropriate state or federal agency, as having a hearing or speech impairment which precludes oral communications and who use a Telecommunications Device for the Deaf (TDD), to complete calls to customers who do not use TDD. Customers originating a call, either by voice or TDD, reach the TRS Center for their respective state via a toll free number. The completed call is rated as a call from the originating telephone number to the terminating telephone number. This service will apply to calls that originate and terminate in Florida.

SECTION 3 – DESCRIPTION OF SERVICES3.7 Miscellaneous Services (Continued)3.7.7 Telecommunications Relay Service ("TRS") (Continued)

Customers who wish to receive the TRS discount must provide written application and certification of a speech or hearing impairment to the Company. The customer shall designate to the Company one and only one telephone number associated with that customer's service and telecommunications device.

Customers placing a call with the assistance of TRS will receive a 50 percent discount off Dial USA rates listed in Section 4.5.7, except that where either the calling or called party indicates that either party is both hearing and visually impaired, the customer will receive a 60 percent discount off applicable Dial USA rates. The applicable discount will apply for usage up to \$999.99 per month and will apply for all intrastate calls that are originated from and billed to the telephone number designated by the hearing or speech impaired customer. TRS calls are not eligible for any discounts associated with other calling plans and may not be placed to 900 or 976 numbers. All TRS calls are confidential.

The Company is not liable for error in translation, receiving or delivering messages by telephone, TDD, or any other instrument over Company facilities, connecting carriers or through any of the TRS Centers in absence of gross negligence or willful misconduct.

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SECTION 3 – DESCRIPTION OF SERVICES3.8 Special Construction3.8.1 Basis for Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include: (1) non-recurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof.

3.8.2 Basis for Cost Computation

The costs referred to in 3.8.1 preceding may include one or more of the following items to the extent they are applicable:

- A. cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
 - 1. equipment and materials provided or used,
 - 2. engineering, labor and supervision,
 - 3. transportation, and
 - 4. rights of way;
- B. cost of maintenance;
- C. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- D. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- E. license preparation, processing and related fees;
- F. tariff preparation, processing and related fees;
- G. any other identifiable costs related to the facilities provided; or
- H. an amount for return and contingencies.

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SECTION 3 – DESCRIPTION OF SERVICES3.8 Special Construction (Continued)3.8.3 Termination Liability

So the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the customer.

- A. The termination liability period is the estimated service live of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts for:
 - 1. Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
 - a. equipment and materials provided or used,
 - b. engineering, labor and supervision,
 - c. transportation, and
 - d. rights of way;
 - 2. license preparation, processing, and related fees;
 - 3. tariff preparation, processing, and related fees;
 - 4. cost of removal and restoration, where appropriate; and
 - 5. any other identifiable costs related to the specially constructed or rearranged facilities.
- C. The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 3.8.3(B) preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 3.8.3(B) preceding shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

SECTION 3 – DESCRIPTION OF SERVICES

3.9 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

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SECTION 3 – DESCRIPTION OF SERVICES

3.10 Temporary Promotional Programs

The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers.

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SECTION 3 – DESCRIPTION OF SERVICES3.11 Metro Frame Relay Service3.11.1 Description

Metro Frame Relay is a virtual private data network service which allows Customers to simulate a dedicated high speed data network and enables connection of two business sites within the same LATA where suitable facilities are available. Metro Frame Relay is offered at one rate that is the transmission rate (in Kbps or Mbps) and is not usage or distance sensitive. Metro Frame Relay Service is offered in conjunction with the Company's interstate Frame Relay Service as filed with the FCC under Tariff No. 9.

- A. Customers subscribing to Metro Frame Relay Service may order Service for Service Commitment Periods of one, two, three, four or five years and will receive a discount for the term of the Service Commitment Period and volume discount based upon the aggregate dollar volume of Base Rate Charges to Customer.
- B. The term "Minimum Monthly" as it appears in the discount tables set forth in this Section, shall mean the aggregate of all Base Rate charges for each Frame Relay Service, Metro Frame Relay Service and domestic Frame Relay Service combined, (regardless of whether such Base Rate Charges are themselves subject to any discount limitation) which in total amount to, but do not include, the amount stated at each level of the relevant discount schedule (e.g. \$100 - \$2499, \$2500 - \$4999, etc.). (T)
- C. Other charges which may be applicable are Nonrecurring Charges, Ancillary charges, Local Access charges and Taxes.

3.11.2 Definitions Applicable to Frame Relay Service

AMI - Alternate Mark Inversion.

ASR - Access Service Request. An order placed with a Local Access Provider for Local Access.

B8ZS - Bipolar with eight zero substitution.

Bandwidth - The total frequency band, in hertz, allocated for a channel.

SECTION 3 – DESCRIPTION OF SERVICES

3.11 Metro Frame Relay Service (Continued)

3.11.2 Definitions Applicable to Frame Relay Service (Continued)

Base Rate Charges - The non-discounted monthly recurring Network Port base rate charge plus the non-discounted monthly recurring CIR base rate charge.

Committed Information Rate (CIR) - Refers to the maximum guaranteed transmission speed of a user over a link to the Frame Relay Network.

DDS Service - DDS means Digital Data Service which is an all digital dedicated Interexchange Service where the IXC is designed for full-duplex data transmission at a synchronous speed of 56/64 Kbps with accompanying DDS 56/64 Kbps local access.

ESF - Extended Super Frame.

Frame Relay - ANSI ITU interface standard in which Customer translates variable length frames to the frame relay transport vendor.

Installation - The connection of a PVC or port for new, changed or an additional Service.

Kbps - Kilobits per second.

Local Access - The portion of the Service between a Customer premise and a Company designated Point-of-Presence.

Local Access Provider - An entity providing Local Access.

Mbps - Megabits per second.

Network Node (Node) - Customer physical location with an associated Port Connection and PVC.

Physical Change - The modification of an existing PVC or port at the request of the Customer.

SECTION 3 – DESCRIPTION OF SERVICES3.11 Metro Frame Relay Service (Continued)3.11.2 Definitions Applicable to Frame Relay Service (Continued)

Port Connection - Physical connection (located on a frame relay switch) into a carrier's Public Frame Relay network.

Public Frame Relay Network - Telecommunications network operated for the provision of Frame Relay Service to multiple Customers.

PVC - Permanent Virtual Circuit which provides the Customer with the electronic equivalent of a private line between two points. At the time of subscription to this form of service, a virtual circuit is established between two specific customer network addresses on the frame relay service network.

SF - Super Frame.

Transmission Speed - Data transmission speed or rate, in bits per seconds (bps).

3.11.3 Service Components

There are two components of Metro Frame Relay: Metro PVC and Metro Port.

Metro PVC - A Metro PVC connects two customer sites located within one LATA (determined by NPA/NXX).

Metro Port - A Metro Port can support Metro (intraLATA) PVCs exclusively. All PVCs entering and exiting the Metro Port must be Metro PVCs. A Metro Port cannot support standard PVCs.

The following Port Speed options are available for Metro Ports:

56/64 Kbps	256 Kbps	512 Kbps	1.024 Mbps
128 Kbps	384 Kbps	768 Kbps	1.536 Mbps

SECTION 3 – DESCRIPTION OF SERVICES3.11 Metro Frame Relay Service (Continued)3.11.3 Service Components (Continued)

The following CIR options are available for Metro PVCs:

16 Kbps	192 Kbps	512 Kbps	832 Kbps
32 Kbps	256 Kbps	576 Kbps	896 Kbps
48 Kbps	320 Kbps	640 Kbps	960 Kbps
56 Kbps	384 Kbps	704 Kbps	1.024 Mbps
64 Kbps	448 Kbps	768 Kbps	1.536 Mbps
128 Kbps			

3.11.4 Collocation of Customer Equipment

The Company will consider requests from Customers or prospective Customers, provided space is determined, solely by Company, to be available and uncommitted, to license the collocation of Customer equipment and occupancy of space owned or controlled by Company solely for the purpose of interconnecting such Customer equipment with Service at the Company's Points-of-Presence, subject to (A) the Company's current and forecasted physical space requirements, taking into account available space, at the Company's Points-of-Presence, (B) any applicable lease or occupancy restrictions imposed on the Company, (C) the technical and operational compatibility of the Customer's equipment with the Company equipment and Services, (D) the Company's security and revenue requirements, and (E) other terms and conditions to which the Customer contractually will commit.

3.11.5 Systems Security

Where Customers are permitted access to the Company's computer systems and data (hereinafter "Systems") for the purposes of managing and maintaining their telecommunications system, they will adhere to the following:

- A. Customers may access the Company's Systems only to the extent required by and incident to the administration and management of the Customer's telecommunications system.

SECTION 3 – DESCRIPTION OF SERVICES3.11 Metro Frame Relay Service (Continued)3.11.5 Systems Security (Continued)

- B. Customers may not disclose or use information which may be learned as a consequence of access to the Company's Systems except as may be directly required to insure the proper operation of the Customer's telecommunications system. Customers must take all reasonable precautions to prevent any other person or entity who does not have a need to know from acquiring such information.
- C. Customers shall not in any manner or form disclose, provide, or otherwise make available, in whole or in part, these Systems, documentation, any related material or any other confidential material except to those who have a need to know incident to the operation of the Customer's telecommunications system. These Systems remain the property of Company and may not be copied, reproduced or otherwise disseminated without the prior written permission of Company.
- D. Customers shall take all reasonable precautions to maintain the confidentiality of Systems. Such precautions shall include the use of Personal Identification Numbers (PINs) and passwords selected by and known only to the Customer's individual authorized users. Telephone numbers and dial-up access numbers assigned to the Customer by Company, PINs or any aspect of access and sign-on methodology used to access these Systems shall not be posted or shared with others under any circumstances. Customers shall follow normal logoff procedures prior to leaving a terminal unattended. Customers should report any known or suspected attempt by others to unauthorized access of these Systems.
- E. In the event that a security access device assigned to a Customer for dial-up access is lost, stolen, or misplaced, the Customer must notify Company immediately. Access into these Systems beyond that authorized may result in civil and/or criminal penalties.

SECTION 3 – DESCRIPTION OF SERVICES

3.11 Metro Frame Relay Service (Continued)

3.11.6 Customer Provided Equipment (Continued)

Customer Premises Circuit terminating equipment such as Routers, Bridges, and FRADs shall be provided by the Customer and furnished and maintained at the Customer's expense, except as expressly provided otherwise in writing and set forth in a Service Application accepted by an authorized representative of Company.

3.11.7 Technical Standards

A. Application of Technical Standards

The following Technical Standards for Metro Frame Relay Services set forth objectives for Company to follow, and are listed in accordance to telecommunications industry standards. In no circumstance shall these Technical Standards be construed as creating any warranty on the part of Company, with the exception of those warranties expressly set forth in the preceding sections of this Tariff.

B. Performance Specifications

ANSI T1-617 Annex D
ANSI T1-618
CCITT (ITU) Q.933 Annex A
CCITT (ITU) Q.922

3.11.8 Application of Nonrecurring and Ancillary Charges

A. Installation Charges

Charges apply when the Customer requests new or additional Service.

B. Expedite Charges

Company charges for the Expedited handling of the Service order. Company will pass along to the Customer any Local Access Provider Expedite charges associated with the Customer's request for Expedited Installation. (N)

SECTION 3 – DESCRIPTION OF SERVICES3.11 Metro Frame Relay Service (Continued)3.11.8 Application of Nonrecurring and Ancillary Charges (Continued)C. Change of Requested Service Date

A change of Requested Service Date charge applies when a change of Requested Service Date is the only requested modification to the original Service order.

1. If the first requested change of the Requested Service Date is received more than ten (10) working days prior to the Requested Service Date, there will be no charge.
2. If the Requested Service Date has been changed once already, or if the request is made within ten (10) days of the original Requested Service Date, a charge will apply.
3. An ASR charge will be assessed whenever a change of Requested Service Date is requested on Service orders including Company-ordered Local Access.
4. When the Customer requests that its Requested Service Date be extended, the new Requested Service Date must be within thirty (30) days of the previously set Requested Service Date. If the new Requested Service Date is more than thirty (30) days beyond the existing Requested Service Date or unknown, the Service order must be canceled and re-issued when a confirmed date is set. A charge for a change of Requested Service Date also applies when the Customer requests an earlier Requested Service Date that does not require an Expedite. Should an Expedite be required, the Expedite Charge supersedes the change of Requested Service Date charge.

SECTION 3 – DESCRIPTION OF SERVICES3.11 Metro Frame Relay Service (Continued)3.11.8 Application of Nonrecurring and Ancillary Charges (Continued)D. Change of Order Charges

1. Charges apply when a Customer requests a modification to the information contained in the original Service order prior to Customer acceptance other than a change of Requested Service Date.

2. Administrative Charges

If an ASR must be submitted to the Local Access Provider as a result of changes to Customer records such as billing address change, billing contact change, etc., then the Customer will be charged an ASR charge.

3. Local Access Service Charges

Charges apply if the change requires a change in the original ASR or if a new ASR must be submitted.

E. Order Cancellation Charges

Charges apply for Service orders canceled prior to Customer acceptance. These charges are intended to supplement any Service Cancellation charges set forth in Section II. Order cancellation charges are in addition to standard Installation charges.

F. Change of Service Charges

Charges apply to changes made after acceptance by the Customer.

1. Administrative Charges

If an ASR must be submitted to the Local Access Provider as a result of Customer-requested changes in Service, the Customer will be charged an ASR charge.

SECTION 3 – DESCRIPTION OF SERVICES

3.11 Metro Frame Relay Service (Continued)

3.11.8 Application of Nonrecurring and Ancillary Charges (Continued)

F. Change of Service Charges (Continued)

2. Re-engineering Charges

Charges apply for orders that are re-engineered due to a Customer-requested change in local Service type. Changes that require only modification of Local Access, but do not affect Metro Frame Relay Service, will only be charged for the ASR. Any Local Access Provider charges incurred because of the change will be passed on to the Customer.

G. Application of Ancillary Charges

1. Collocation Charges

Collocation charges may apply when a Customer contracts with Company to utilize space in Company Point-of-Presence locations for placement of Customer owned and maintained equipment associated with Services Company provides. All pricing for collocation including floor space, power, rack space, DSX-1 or DSX-3 cross-connect panels, etc., is dependent on Customer requirements.

3.11.9 Local Access Charges

The rate information relevant to Local Access charges is available from the relevant Local Exchange Carriers.

SECTION 3 – DESCRIPTION OF SERVICES3.11 Metro Frame Relay Service (Continued)3.11.10 Price Protection Plan

Customers who select a Service Commitment Period for Metro Frame Relay Service of one, two, three, four, or five years are automatically enrolled in the Price Protection Plan as described below. During the Service Commitment Period, Customer shall have the option to obtain the discount schedule for such Metro Frame Relay Service which is equal to Company's then-current discount schedule under this Tariff for Metro Frame Relay Service ("Published Price") upon the following conditions of the Price Protection Plan.

Under the Price Protection Plan, if at any time during the Service Commitment Period any discount rate on the applicable discount schedule is decreased ("New Discount Schedule") for that Service the Customer will continue to be charged the discount in effect at the time the Service Commitment Period was initially selected. If any discount rate on the applicable discount schedule is increased ("New Discount Schedule"), the Customer may obtain affected Service with the New Discount Schedule by executing a new Service Order for the Service in question, subject to a Service Commitment Period which is equal to or greater than the Service Commitment Period of the original Service arrangement ("Revised Service Commitment Period").

Any New Discount Schedule available to Customer pursuant to the foregoing provisions shall become effective with the commencement of the Revised Service Commitment Period as of a date not later than the first day of the latest calendar month/billing period occurring within the sixty (60) days next following Customer's execution and submission of the above-referenced new Service Order to Company.

3.11.11 Revenue Plan Arrangements

- A. Only by written Service Application, which is accepted by an authorized representative of Company, may Customers obtain a Revenue Plan Arrangement ("Revenue Plan") for the Metro Frame Relay Service. Each Revenue Plan shall be subject to a Customer Commitment Period (defined below) of at least one, two, three, four or five years. The period between the effective date of a Revenue Plan and the expiration of the Customer Commitment Period shall be referred to as the "Term" of the Revenue Plan.

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SECTION 3 – DESCRIPTION OF SERVICES3.11 Metro Frame Relay Service (Continued)3.11.11 Revenue Plan Arrangements (Continued)

- B. From and after the effective date of a Revenue Plan and subject to the provisions of this Section, Customer may submit Service Orders for Qualifying Metro Frame Relay Service subject to the discounts in effect under this Tariff at the time the Service Application for the Revenue Plan is executed by Customer and Company. Subject to other applicable provisions of this Tariff, Company will accept such Service Orders provided the Requested Service Dates therefor do not occur later than a date six (6) months prior to the expiration of the Term ("Plan Installation Period").
- C. The Service Commitment Period applicable to each Qualifying Metro Frame Relay Service shall be the longer of a period equal to: (i) the period commencing with the Start of Service Date therefor and continuing until the expiration of the Term applicable to the Revenue Plan in question; or (ii) six (6) months. Upon the expiration of the Term of a Revenue Plan, all monthly recurring charges relevant to Qualifying Metro Frame Relay Service (other than Qualifying Metro Frame Relay Service that has not completed its Service Commitment Period) will revert to Company's then current Base Rates and month-to-month Service Commitment Period discount, if any, applicable to Qualifying Metro Frame Relay Service then provided. Upon the expiration of the Service Commitment Period relevant to each Port comprising Qualifying Frame Relay, such Service will be subject to termination by either Customer or Company upon not less than thirty (30) days prior written notice to the other party.
- D. Each Service Application for a Revenue Plan will set forth the "Customer Commitment Period" which shall be the period over which Customer shall obtain Metro Frame Relay Service subject to Base Rate Charges at least equal to the "Minimum Monthly Commitment."
1. The lowest Minimum Monthly Commitment available for Revenue Plans is \$2,500. The Minimum Monthly Commitment under a Revenue Plan will not include pro-rated charges for Metro Frame Relay Service, Local Access charges, Ancillary Service charges, Taxes or any other recurring and non-recurring charges for collocation of Customer equipment in Company POPs or other services provided to Customer by Company.

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SECTION 3 – DESCRIPTION OF SERVICES3.11 Metro Frame Relay Service (Continued)3.11.11 Revenue Plan Arrangements (Continued)

D. (Continued)

2. The length of the Customer Commitment Period and the Minimum Monthly Commitment for both domestic WorldCom Frame Relay Service and Metro Frame Relay Service will determine the applicable discount of the Base Rates for Qualifying Metro Frame Relay Service, i.e., for purposes of determining the applicable discount of the Revenue Plan, the Customer Commitment Period equates to the Service Commitment Period in the discount schedules and the Minimum Monthly Commitment equates to the applicable Minimum Monthly level in the discount schedules.

- E. Notwithstanding any provision of this Tariff to the contrary and provided Customer is not in default of its obligations pursuant to this Tariff, after a Service Order for Qualifying Metro Frame Relay Service is accepted by Company, Customer may cancel all or a portion of the Service described in the Service Order if Customer provides written notification thereof to Company thirty (30) days in advance of the effective date of cancellation. In such case, Customer shall pay to Company all charges for such Service provided through the effective date of cancellation plus a cancellation charge determined as follows:

1. Prior to Start of Service, the cancellation charge shall be an amount equal to one (1) month's Base Rate Charges (then in effect at the time of cancellation) for the Metro Frame Relay Service in question plus all non-recurring charges which would have otherwise been due (e.g., Installation charges) upon Start of Service therefor and costs, if any, reasonably incurred by Company from third parties (e.g., Local Access providers or interconnecting carriers) as a result of such cancellation.
2. Following Start of Service, the cancellation charge shall be an amount equal to six (6) times the monthly recurring Base Rate Charges (then in effect at the time of cancellation) for the Metro Frame Relay Service in question less Base Rate Charges for such Service actually provided to Customer through the effective date of cancellation (but in no event less than zero) plus costs, if any, reasonably incurred by Company from third parties (e.g., Local Access providers or interconnecting carriers) as a result of such cancellation.

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SECTION 3 – DESCRIPTION OF SERVICES3.11 Metro Frame Relay Service (Continued)3.11.11 Revenue Plan Arrangements (Continued)

- F. Commencing with the first calendar month/billing period of the Customer Commitment Period and continuing for each calendar month/billing period thereafter through the expiration of the Customer Commitment Period, the Customer subscribing to the Revenue Plan will obtain Metro Frame Relay Service from Company pursuant to this Tariff and the Company interstate Tariff F.C.C. No. 9, which is subject to an aggregate of applicable Base Rate Charges ("Aggregate Base Rate Charge") equal to the Minimum Monthly Commitment. The Aggregate Base Rate Charge does not include pro-rated charges for Metro Frame Relay Service, Local Access charges, Ancillary Service charges, Taxes or any other recurring and non recurring charges for collocation of Customer equipment in Company POPs or other services provided to Customer by Company.
- G. If Customer's Aggregate Base Rate Charge for any month in the Customer Commitment Period is less than the applicable Minimum Monthly Commitment, Customer shall pay Company the difference between the Aggregate Base Rate Charge for the month in question and the Minimum Monthly Commitment ("Deficiency Charge").
1. The Deficiency Charge shall be in addition to the charges for Qualifying Metro Frame Relay Service and all other Service provided pursuant to the Revenue Plan.
 2. The Deficiency Charge, if any, shall be due at the same time payment is due for Customer's monthly recurring charges.
- H. In the event:
1. Customer fails to pay the Deficiency Charge on or before thirty (30) days from its Due Date and after ten (10) days written notice thereof to Customer by Company (which notice may refer generally to an unpaid balance of Customer's account); or,

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SECTION 3 – DESCRIPTION OF SERVICES

3.11 Metro Frame Relay Service (Continued)

3.11.11 Revenue Plan Arrangements (Continued)

H. (Continued)

2. Customer fails to pay the Deficiency Charge on or before thirty (30) days from the Due Date therefor on two (2) or more occasions within a six (6) month period; or,
3. Service is terminated or suspended pursuant to provisions of Section II;

Company may terminate all Service provided to Customer pursuant to the Revenue Plan and make due for immediate payment a charge ("Plan Termination Charge") in an amount equal to the greater of the following:

1. If the termination becomes effective prior to completion of the first year of the Customer Commitment Period, then the charge shall be an amount equal to the balance of the then-current Minimum Monthly Commitment times the number of months (or pro rata portion thereof) remaining in the Customer Commitment Period (i.e., the period during which such commitment was to be maintained) plus scheduled adjustments to the Minimum Monthly Commitment, if any, multiplied by the number of months relevant to the periods (or pro rata portion thereof) associated with such adjusted Minimum Monthly Commitment(s) through the expiration of the first year of the Customer Commitment Period plus twenty-five percent (25%) of the balance of such monthly Minimum Monthly Commitment(s) for the remainder of the Customer Commitment Period beyond the first year; or

SECTION 3 – DESCRIPTION OF SERVICES3.11 Metro Frame Relay Service (Continued)3.11.11 Revenue Plan Arrangements (Continued)

H. (Continued)

- 2) If the termination becomes effective after completion of the first year of the Customer Commitment Period, then the charge shall be an amount equal to twenty-five percent (25%) of the balance of the then-current Minimum Monthly Commitment times the number of months (or pro rata portion thereof) remaining in the Customer Commitment Period (i.e., the period during which such commitment was to be maintained) plus scheduled adjustments to the Minimum Monthly Commitment, if any, multiplied by the number of months relevant to the periods (or pro rata portion thereof) associated with such adjusted Minimum Monthly Commitment(s) through the expiration of the Customer Commitment Period; or
3. If at the time of termination: (i) the Service Commitment Period for each Circuit comprising Qualifying Metro Frame Relay Service is six (6) months, and (ii) the Service Commitment Period of any other Circuit obtained under the Revenue Plan is Restricted, then the charge will be an amount equal to the total cancellation charges, if any, which would otherwise be applicable to the cancellation of Metro Frame Relay Service in accordance with Section II; provided, that in any case the effective date of cancellation shall be deemed to be the date of termination or any earlier date of suspension; and

Regardless of whether Clause (1), (2) or (3) is determined to be the greater amount, the Customer is also liable for any charges, expenses, fees, or penalties incurred by Company or its affiliated companies due to cancellation of Local Access plus any costs, expenses, or additional charges reasonably incurred by Company on behalf of Customer as Customer's agent.

SECTION 3 – DESCRIPTION OF SERVICES

3.11 Metro Frame Relay Service (Continued)

3.11.11 Revenue Plan Arrangements (Continued)

- I. In the event: (a) an individual Circuit comprising Qualifying Metro Frame Relay Service under a Revenue Plan is canceled by Customer prior to completion of the Service Commitment Period relevant to the Circuit in question; or (b) Customer fails to obtain the requisite Aggregate Base Rate Charge during the Customer Commitment Period in order to maintain the then applicable Minimum Monthly Commitment; or (c) a Revenue Plan is subject to termination under the provisions of Section (H)(3) preceding, Company's damages are difficult or impossible to ascertain, therefore, the foregoing provisions providing for individual Node cancellation liability of Customer, Deficiency Charges and/or Plan Termination Charges are intended to establish liquidated damages in the event of an early termination of individual ports subject to a Revenue Plan, a deficiency in the Minimum Monthly Commitment or termination of a Revenue Plan prior to fulfilling the Minimum Monthly Commitment for each and every month of the Customer Commitment Period and do not represent a penalty of any kind.

SECTION 3 – DESCRIPTION OF SERVICES3.11 Metro Frame Relay Service (Continued)3.11.11 Revenue Plan Arrangements (Continued)

- J. During Customer Commitment Period, Customer shall have option to obtain pricing for all Qualifying Metro Frame Relay Service that is equal to Company's then-current pricing, (i.e., Base Rates and discounts) under this Tariff for Qualifying Metro Frame Relay Service ("Published Price") upon conditions of Price Protection Plan described in Section 3.11.10 preceding with following exceptions. Customer must elect to exercise option within thirty (30) days following Company's notice of an adjustment to Company's Published Price. Price Protection Plan will be available to Customer, provided Customer is not in default of its obligations pursuant to this Tariff and will apply to Qualifying Metro Frame Relay Service.
1. If Customer elects to exercise such option at any time following the Commencement Date and continuing for a period ending twelve (12) months preceding the expiration of the Customer Commitment Period, Customer must execute an amendment to the Revenue Plan agreement within thirty (30) days of the receipt of Company's notification of a Published Price adjustment. The amendment to the Revenue Plan agreement will set forth the then current Published Price for all Qualifying Metro Frame Relay Service. The adjustment, if any, of the monthly recurring charges for Qualifying Metro Frame Relay Service will have an effective date not later than the first day of the latest calendar month/billing period occurring within the sixty (60) days next following Customer's execution and delivery of such amendment to Company.
 2. If Customer elects to exercise such option at any time within a period of twelve (12) months preceding the expiration of the Customer Commitment Period, Customer must execute a superseding Revenue Plan agreement within thirty (30) days of the receipt of Company's notification of a Published Price adjustment. The superseding Revenue Plan agreement will set forth (a) the then-applicable Published Price for all Qualifying Metro Frame Relay Service, (b) a Minimum Monthly Commitment equal to or greater than the then current Minimum Monthly Commitment, and (c) a revised Customer Commitment Period of at least one (1) year. The new Revenue Plan will have an effective date not later than the first day of the calendar month/billing period occurring within the sixty (60) days next following Customer's execution and delivery of the new Revenue Plan agreement to Company.

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3.11 Metro Frame Relay Service (Continued)

3.11.11 Revenue Plan Arrangements (Continued)

J. (Continued)

3. In the event a reduction (and only such reduction) in applicable charges pursuant to this Section causes the Aggregate Base Rate Charges to fall below the Minimum Monthly Commitment of the Revenue Plan then in effect, Customer may obtain a revision to the Minimum Monthly Commitment equal to the new level of Aggregate Base Rate Charges after applying the relevant Published Price to Qualifying Metro Frame Relay Service, provided, however, the applicable discounts shall also be adjusted to the corresponding Minimum Monthly level set forth in the discount schedules.

K. Notwithstanding any provisions of this Tariff to the contrary and provided Customer is not in default of its obligations pursuant to this Tariff, Customer may cancel and upgrade Qualifying Metro Frame Relay Service, to higher speed Qualifying Metro Frame Relay Service ("Replacement Metro Frame Relay Service"), without being subject to any cancellation charge relevant to Company's Metro Frame Relay Service pursuant to this Tariff under the following conditions:

1. Customer provides Company with a minimum forty-five (45) calendar days notice prior to the effective date of such cancellation and concurrently therewith submits a Service Order for Replacement Metro Frame Relay Service having a Requested Service Date therefor concurrent with the effective date of such cancellation;
2. The Replacement Metro Frame Relay Service is available; and,
3. The cities served by the Metro Frame Relay Service affected by the upgrade continue to be served by the Replacement Metro Frame Relay Service.

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3.11 Metro Frame Relay Service (Continued)

3.11.11 Revenue Plan Arrangements (Continued)

J. (Continued)

4. Customer will be liable for costs, if any, reasonably incurred by Company from third parties (e.g., Local Access providers or interconnecting carriers) as a result of such cancellation, provided Company notifies Customer of such costs within a reasonable time following receipt of Customer's Service Order to effect a cancellation under this Section and obtain Replacement Metro Frame Relay Service and Customer does not cancel the Service Order in question.

3.11.12 Warranties

A. Frame Relay Service Satisfaction Warranty

New Customers or Customers desiring subscription to frame relay service which had not previously been available under this Tariff will obtain Company's Frame Relay Service Satisfaction Warranty (the "SSW") subject to the requirements described below.

1. The Term for the Metro Frame Relay Service must be at least one (1) year.
2. A detailed description of Customer's prior network configuration for service which is converted to Metro Frame Relay Service (the "Prior Network Configuration") must be attached to the SSW. The description of the Prior Network Configuration shall include (for each circuit or connection): (i) the IXC speed (in the case of Private Line) or port speed (in the case of frame relay); (ii) the intraLATA port speed; (iii) the local access speed at each relevant Customer premise; (iv) the location address for each Customer premise; and, (v) the name of the carrier which provided services to Customer under the Prior Network Configuration.
3. Complete Orders must be signed and submitted on or before ninety (90) calendar days from the date of the SSW.

SECTION 3 – DESCRIPTION OF SERVICES

3.11 Metro Frame Relay Service (Continued)

3.11.12 Warranties (Continued)

A. Frame Relay Service Satisfaction Warranty (Continued)

4. Orders must have a Requested Service Date occurring on or before one hundred and twenty (120) calendar days from the date of the SSW.
5. Company warrants to Customer that Customer may cancel Metro Frame Relay Service by written notice to Company at any time within the first one hundred and twenty (120) calendar days following the date of the SSW without incurring any cancellation charge or further liability whatsoever with respect to such Service after the effective date of cancellation. Customer will, however, be liable for charges for Metro Frame Relay Service provided through the date of cancellation. Metro Frame Relay Service may be canceled for any reason, however, Customer agrees to either describe the reason for cancellation or state that no reason for cancellation exists.
6. In the event Customer cancels Metro Frame Relay Service in accordance with the SSW, and Customer's Prior Network Configuration includes DS-0, DDS, FT-1 or DS-1 (or greater level) service (collectively "Private Line Service"), and/or frame relay service, Company agrees to pay Customer to revert the canceled Metro Frame Relay Service back to Customer's Prior Network Configuration (the "Switch Back") as provided below:

If Customer's Prior Network Configuration includes Private Line service provided by Company, then, for such service, Customer will not be charged any IXC installation charges or local access installation charges associated with the Switch Back.

SECTION 3 – DESCRIPTION OF SERVICES3.11 Metro Frame Relay Service (Continued)3.11.12 Warranties (Continued)A. Frame Relay Service Satisfaction Warranty (Continued)

6. (Continued)

If Customer's Prior Network Configuration includes Private Line Service provided by carrier(s) other than Company (the "Prior Carrier"), then, for such service, Company will (a) reimburse Customer the Prior Carrier's published or tariffed local access installation charges and Private Line Service installation charges directly related to the Switch Back (the "Qualified Charges") up to an amount per circuit (as described below) based on the level of Private Line Service for each relevant circuit in Customer's Prior Configuration (the "Private Line Switch Back Reimbursement"), and (b) terminate such Metro Frame Relay Service within ten (10) calendar days following notice of cancellation or within a period which is mutually agreed by Company and Customer.

<u>LEVEL OF SWITCH BACK PRIVATE LINE SERVICE</u>	<u>PRIVATE LINE REIMBURSEMENT LIMIT PER CIRCUIT</u>
DS-0	Up to \$2,000 in Qualified Charges
DDS	Up to \$2,500 in Qualified Charges
FT-1	Up to \$4,500 in Qualified Charges
DS-1	Up to \$5,000 in Qualified Charges
Greater than DS-1	Up to \$7,000 in Qualified Charges

7. In the event Customer cancels Metro Frame Relay Service in accordance with the SSW, and Customer's Prior Network Configuration includes frame relay service which was provided by a Prior Carrier, Company will (a) reimburse Customer the Qualified Charges up to an amount per network node (as described below) based on the node speed for each relevant port in Customer's Prior Configuration ("Frame Relay Switch Back Reimbursement"), and (b) terminate such Metro Frame Relay Service within ten (10) calendar days following written notice of cancellation or within a period which is mutually agreed by both Company and Customer.

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SECTION 3 – DESCRIPTION OF SERVICES

3.11 Metro Frame Relay Service (Continued)

3.11.12 Warranties (Continued)

A. Frame Relay Service Satisfaction Warranty (Continued)

7. (Continued)

FRAME RELAY SWITCH BACK

<u>NETWORK PORT SPEED</u>	<u>REIMBURSEMENT LIMIT PER PORT</u>
56/64 Kbps	Up to \$1,500 in Qualified Charges
Greater than 56/64K but less than 1.5 Mbps	Up to \$2,500 in Qualified Charges
1.5 Mbps	Up to \$5,000 in Qualified Charges
Greater than 1.5 Mbps	Up to \$6,000 in Qualified Charges

8. Any Private Line Switch Back Reimbursement or Frame Relay Switch Back Reimbursement due hereunder as described above shall be due and payable to Customer on or before sixty (60) calendar days from Customer's presentment to Company of a written statement of Qualified Charges and reasonable evidence of payment to the Prior Carrier (e.g., canceled check/receipt) by Customer.

9) Payment of the Private Line Switch Back Reimbursement or Frame Relay Switch Back Reimbursement shall, at Customer's option and as indicated in Customer's statement of Qualified Charges, be made by either (i) a credit against a Customer's then-current charges for services provided by Company, if any; or, (ii) a check drawn on a United States bank and payable in United States dollars.

SECTION 4 – RATES AND CHARGES4.1 Exchange Access Service4.1.1 Single Line ServiceA. Intelenet Rates

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
<u>Miami:</u>		
Per Initial Line	\$ 56.00	\$ 27.65
Additional Line	\$ 12.00	
<u>Tampa:</u>		
Per Initial Line	\$ 35.00	\$ 28.41

B. Optional Features

The Following is a list of Optional Features available with Single Line Service.

	<u>-----Monthly-----</u>	
	<u>Non-Recurring</u>	<u>Recurring</u>
Call Forward Busy	\$ 5.00	\$ 1.00
Call Forward Don't Answer	\$ 5.00	\$ 1.00
Call Transfer ^{1/}	\$ 5.00	\$ 2.00
Call Waiting / Cancel Call Waiting	\$ 5.00	\$ 3.00
Distinctive Ringing	\$ 5.00	\$ 4.00
Hotline	\$ 5.00	\$ 3.00
Long Distance Only Account Codes		
Verified	\$ 5.00	\$10.00
Unverified	\$ 5.00	\$ 5.00
Selective Call Rejection	\$ 5.00	\$ 3.00
Speed Dialing		
8 Codes	\$ 5.00	\$ 2.00
30 Codes	\$ 5.00	\$ 4.00
Three Way Conference Calling ^{1/}	\$ 5.00	\$ 2.00
Toll Restriction	\$ 5.00	\$ 3.00

^{1/} Call Transfer and Three Way Conference Calling can not be on the same line together.

SECTION 4 – RATES AND CHARGES

4.1 Exchange Access Service (Continued)

4.1.1 Single Line Service (Continued)

C. Single Line Feature Packages

Single Line Feature Pack I and Feature Pack II provides a complement of electronic central office features that enable convenient calling capabilities.

1. Feature Pack I

Feature Pack I provides the following features:

- Call Transfer or Three-Way conference Calling
- Call Forward Busy
- Call Forward Don't Answer
- Speed Dialing - 8 Codes

Non-recurring and monthly recurring rates apply as follows:

<u>Non-Recurring</u>	<u>Monthly Recurring</u>
\$ 10.00	\$ 4.50

2. Feature Pack II

Feature Pack II provides the following features:

- All Features from Feature Pack I, plus
- Distinctive Ringing
- Speed Dialing - 30 Codes
- Toll Restriction

Non-recurring and monthly recurring rates apply as follows:

<u>Non-Recurring</u>	<u>Monthly Recurring</u>
\$ 10.00	\$ 9.50

SECTION 4 – RATES AND CHARGES4.1 Exchange Access Service (Continued)4.1.2 Multi Line ServiceA. Intelenet Rates

	<u>Non-recurring</u>	<u>Monthly Recurring</u>
<u>Miami:</u>		
Per Initial Line	\$ 56.00	\$ 27.65
Additional Line	\$ 12.00	
<u>Tampa:</u>		
Per Initial Line	\$ 35.00	\$ 38.87

B. Optional Features

The following is a list of Optional Features available with Multi Line Service.

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Group Speed Dialing	\$ 5.00	\$ 2.00
Long Distance Only Account Codes		
Verified	\$ 5.00	\$10.00
Unverified	\$ 5.00	\$ 5.00
Toll Restriction	\$ 5.00	\$ 3.00
Call Forward Busy	\$ 5.00	\$ 1.00
Call Forward Don't Answer	\$ 5.00	\$ 1.00

4.1.3 Basic Trunk Service1. Intelenet Rates

	<u>Non-recurring</u>	<u>Monthly Recurring</u>
<u>Miami:</u>		
Per Initial Line	\$ 56.00	\$ 47.00
Additional Line	\$ 12.00	
<u>Tampa:</u>		
Per Initial Line	\$ 35.00	\$ 49.45

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SECTION 4 – RATES AND CHARGES4.1 Exchange Access Service (Continued)4.1.4 DID Trunk Service1. Intelnet Rates

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
<u>Miami:</u>		
<u>Per Termination:</u>	\$ 90.00	\$20.71

4.1.5 Intelnet Full Service T-1 Service1. Intelnet Rates^{1/} (Miami & Tampa)

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
12 Multi-Use ^{2/} channels	ICB	ICB
16 Multi-Use channels	ICB	ICB
20 Multi-Use channels	ICB	ICB
24 Multi-Use channels	ICB	ICB

Individual channels carried over a Digital Trunk may be equipped with Direct Inward Dial (DID) capability and DID number blocks for additional charges, as set forth in Section 4.1.4.

^{1/} Rates for Intelnet Full Service T-1 Service will be provided on an Individual Case Basis as set forth in Section 3.9.

^{2/} Multi-Use is defined as an in-bound, out-bound or bi-directional channel or an internet channel where available.

SECTION 4 – RATES AND CHARGES4.1 Exchange Access Service (Continued)4.1.6 Inteletrex ServiceA. Intelenet Station Line Charges

Inteletrex Station Lines are assessed with a non-recurring installation charge per line, with each subsequent line receiving a discounted installation charge. Also monthly recurring charges are assessed on a per line basis.

	<u>Non-recurring</u>	<u>Monthly Recurring</u>
<u>Miami:</u>		
Per Line		
Initial Line	\$ 56.00	\$27.65
Ea. Add'l line	\$ 12.00	
 <u>Tampa:</u>		
Per Line	\$ 35.00	\$ 28.41

B. Usage Charges

Local usage charges for measured service calls are as follows.

Local Service Rates

Refer to the Rate Schedule located in Section 4.4.

C. Optional Features

The following is a list of Optional Features available with Inteletrex Service.

SECTION 4 – RATES AND CHARGES

4.1 Exchange Access Service (Continued)

4.1.6 Inteletrex Service (Continued)

C. Optional Features (Continued)

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Assume Dial "9"	\$ 5.00	\$ 2.00
Call Hold	\$ 5.00	\$ 2.00
Call Transfer ^{1/}	\$ 5.00	\$ 2.00
Call Park	\$ 5.00	\$ 2.00
Call Waiting/Cancel Call		
Waiting	\$ 5.00	\$ 3.00
Distinctive Ringing	\$ 5.00	\$ 4.00
Directed Call Pick-Up	\$ 5.00	\$ 2.00
Group Call Pick-Up	\$ 5.00	\$ 2.00
Group Speed Dialing	\$ 5.00	\$ 2.00
Intercom (Extension) Dialing	\$5.00	\$ 1.00
Long Distance Only Account Codes		
Verified	\$ 5.00	\$ 10.00
Unverified	\$ 5.00	\$ 5.00
Selective Call Rejection	\$ 5.00	\$ 3.00
Speed Dialing		
8 Codes	\$ 5.00	\$ 2.00
30 Codes	\$ 5.00	\$ 4.00
Three Way Conference		
Calling ^{1/}	\$ 5.00	\$ 2.00
Toll Restriction	\$ 5.00	\$ 3.00

^{1/} Call Transfer and Three Way Conference Calling can not be on the same line together.

SECTION 4 – RATES AND CHARGES4.1 Exchange Access Service (Continued)4.1.6 Inteletrex Service (Continued)D. Inteletrex Line Feature Packages

Inteletrex Line Feature Pack I and Feature Pack II provide a complement of electronic central office features that enable convenient calling capabilities.

1. Feature Pack I

Feature Pack I provides the following features:

Call Hold
Call Transfer or Three-Way conference Calling
Intercom (Extension) Dialing
Speed Dialing - 8 Codes

Non-recurring and monthly recurring rates apply as follows:

<u>Non-Recurring</u>	<u>Monthly Recurring</u>
\$ 10.00	\$ 4.50

2. Feature Pack II

Feature Pack II provides the following features:

All Features from Feature Pack I, plus
Distinctive Ringing
Group Speed Dialing
Speed Dialing - 30 Codes
Toll Restriction

Non-recurring and monthly recurring rates apply as follows:

<u>Non-Recurring</u>	<u>Monthly Recurring</u>
\$10.00	\$ 9.50

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SECTION 4 – RATES AND CHARGES

4.1 Exchange Access Service (Continued)

4.1.7 Inward Business Line Service

RESERVED FOR FUTURE USE

4.1.8 Inward Digital Trunk Service

RESERVED FOR FUTURE USE

SECTION 4 – RATES AND CHARGES4.2 Exchange Access Optional Features4.2.1 Directory Listings

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Each Additional Listing:	\$ 0.00	\$ 1.19

4.2.2 Direct Inward Dial (DID) Service

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
<u>Miami:</u>		
Block of 20 DID Numbers	\$ 915.00	\$ 3.80
Block of 100 DID Numbers	\$ 975.00	\$ 19.00

Tampa:

Block of 80 Numbers or Less		
- First 20 DID Numbers	\$ 550.00	\$ 95.00
- Each addl Group of 20	\$ 20.00	\$ 95.00
Block of 200 Numbers or Less		
- First 100 DID Numbers	\$ 550.00	\$ 418.00
- Second 100 DID Numbers	\$ 440.00	\$ 339.63

Establish Multiples of 20 DID
Numbers (over 80 numbers)

- First 20 DID Numbers	\$ 440.00	\$ 76.00
- Each add'l Group of 20	\$ 20.00	\$ 76.00

4.2.3 Main Number Retention

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Per retained number	\$ 00.00	\$ 00.00

4.2.4 Accounting Codes

<u>Charge Per Customer Location</u>	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Verified packages	\$ 5.00	\$ 10.00
Unverified packages	\$ 5.00	\$ 5.00

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SECTION 4 – RATES AND CHARGES

4.2 Exchange Access Optional Features (Continued)

4.2.5 Authorization Codes

Non-Recurring
\$ 00.00

Monthly Recurring
\$ 00.00

4.2.6 Vanity Number Service

Per Vanity Number

Non-Recurring
\$ 30.00

Monthly Recurring
\$ 2.00

4.2.7 Foreign Exchange (FX) Service 1/

RESERVED FOR FUTURE USE

1/ Beginning April 20, 1999, this service will no longer be available to new subscribers.

SECTION 4 – RATES AND CHARGES4.2 Exchange Access Optional Features (Continued)4.2.8 Speed Dialing

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
<u>Option A:</u>		
Eight (8) Code List per line	\$ 5.00	\$ 2.00
<u>Option B:</u>		
Thirty (30) Code List per line	\$ 5.00	\$ 4.00

4.2.9 Miscellaneous Non-Recurring Charges

	<u>Non-Recurring</u>
Restoration of Service	\$ 18.00
Telephone Number Change Charge	\$ 18.00
Change of Service Charge	\$ 14.00

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SECTION 4 – RATES AND CHARGES

4.3 Resold Local Exchange Service

4.3.1 Non-Recurring Charges

Resold Local Exchange Service is subject to the following Non-Recurring Charges:

	<u>Non-Recurring</u>
A. <u>Installation Charges</u>	
First Line or Trunk	\$ 56.00
Add'l Line or Trunk	\$ 12.00
B. <u>DID Service</u>	
Trunk Termination	\$ 90.00
1st Block of 20 Numbers	\$ 915.00
Each Add'l 20 Numbers	\$15.00
C. <u>Miscellaneous Charges</u>	
Premises Work Charge	
1st 15 minutes	\$ 28.00
Each Add'l 15 minutes	\$ 9.00
Watch Alert	\$ 70.00
Watch Alert Port Access	\$ 500.00
Hot Line	\$ 2.00

4.3.2 Single Line Service

Each Single Line can be provided with any of the optional features as listed in Section 4.3.5. Non-Recurring Charges appear in Section 4.3.1. Monthly Recurring rates per Single Line Service^{1/} apply as follows:

<u>Monthly Recurring</u>	<u>Per Line</u>
Rate Group 10	\$ 26.60
Rate Group 11	\$ 27.17
Rate Group 12	\$ 27.65

^{1/} For Rate Group designation see Section 3.5.8.

SECTION 4 – RATES AND CHARGES4.3 Resold Local Exchange Service (Continued)4.3.3 Basic Trunk Service (Continued)

Non-Recurring Charges appear in Section 4.3.1. Monthly Recurring rates per Basic Trunk Service¹ apply as follows:

<u>Monthly Recurring</u>	<u>Per Trunk</u>
Rate Group 10	\$ 45.22
Rate Group 11	\$ 46.20
Rate Group 12	\$ 47.00

4.3.4 DID Trunk Service

Charges for DID Trunk Services¹ include Basic Trunk rates (non-recurring and monthly recurring) in addition to the DID Trunk Termination rates. Non-Recurring Charges appear in Section 4.3.1.

	<u>Monthly Recurring</u>
Per Termination (all Rate Groups)	\$ 20.71
Per Trunk	
Rate Group 10	\$ 45.22
Rate Group 11	\$ 46.20
Rate Group 12	\$ 47.00
Multi Frequency (MF) or Dual Tone MF (DTMF) Pulse Signaling	\$ 7.13

4.3.5 Optional Features

The following is a list of optional features for use with Resold Local Exchange Services.

^{1/} For Rate Group designation see Section 3.5.8.

SECTION 4 – RATES AND CHARGES4.3 Resold Local Exchange Service (Continued)4.3.5 Optional Features (Continued)A. Line Options

	<u>Monthly Rate</u>
Hunting (per line)	\$ 9.90
Call Forward Busy	\$ 3.09
Call Forward Don't Answer	\$ 3.09
Call Forward Variable (per line)	\$ 3.42
Call Waiting/Cancel Call Waiting	\$ 5.51
Hotline	\$ 0.48
Watch Alert	\$ 8.55
Watch Alert Port Access	\$ 95.00
Per Port Activated/2 required	\$ 11.40
Speed Calling - 8 Codes (per line)	\$ 2.38
Speed Calling - 30 Codes (per line)	\$ 4.75
Three-Way Calling	\$ 3.56

B. Feature Discounts

<u>Number of Features</u>	<u>Discount Per Group</u>
2	\$ 0.75
3	\$ 2.25
4	\$ 4.50
5	\$ 6.75
6	\$ 9.00
7	\$ 11.25
8	\$ 13.50
9	\$ 15.75
10	\$ 18.00

SECTION 4 – RATES AND CHARGES4.3 Resold Local Exchange Service (Continued)4.3.5 Optional Features (Continued)C. Direct Inward Dial (DID) Service

Charges for DID capability and DID number blocks apply in addition to charges specified for Basic Trunks or Digital Trunks in Sections 4.3.3 and 4.3.4, respectively.

	<u>Monthly Recurring</u>
Block of 20 DID Numbers	\$ 3.80
Each Additional Block of 20 Numbers	\$ 3.80

D. Directory Listings

For each Customer of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at the following rates:

	<u>Monthly Recurring</u>
Each Additional Listing	\$1.20
Non-Published Listing	\$1.45

4.3.6 Miscellaneous ServicesA. Operator Services

For Operator Assisted calls to Directory Assistance, the surcharge specified in Section B following will apply in addition to any applicable Operator charges. Rates are as follows.

SECTION 4 – RATES AND CHARGES4.3 Resold Local Exchange Service (Continued)4.3.6 Miscellaneous Services (Continued)A. Operator Services (Continued)1. Rates

	<u>Per Call Charges</u>
Person-to-Person	\$ 3.00
Station-to-Station	
Operator Assisted	\$ 1.55
Live Operator Handled	\$ 1.85

B. Directory Assistance

Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.

Per Number Requested: \$0.25

4.3.7 Local Calling Service

A. Unlimited Local Calling Service provides a Customer with unlimited and untimed local calling for a monthly recurring charge. Unlimited Local Calling Service includes all outgoing direct-dialed calls placed to telephone stations within the caller's exchange area as defined in Section 3.5.8. The monthly recurring charge is included in the monthly recurring line charge (see Section 4.3.2 - 4.3.4 for monthly recurring line charge).

B. IntraLATA Calling

Rate Per Minute \$ 0.1181

SECTION 4 – RATES AND CHARGES

4.4 Local Calling Service

4.4.1. Local Calling Plan

Unlimited Local Calling Service provides Customers with unlimited and untimed local calling for a monthly recurring charge. Unlimited Local Calling Service includes all outgoing direct-dialed calls placed to telephone stations within the caller's exchange area as defined in Section 3.3.3. The monthly recurring charge is included in the monthly recurring line charge (see Section 4.1 -- Exchange Access Service for monthly recurring line charges).

A. Tampa Extended Calling Area Service

Outside the Unlimited Local Calling Area:

Per Minute Rate: \$ 0.0570

4.4.2 IntraLATA Area Calling

<u>Rate Periods</u>	<u>From</u>	<u>To But Not Including</u>	<u>Days</u>
Peak	7:00 am	7:00 pm	Mon-Fri
Off-Peak	7:00 pm	7:00 am	Mon-Fri, And All Day Saturday and Sunday

Rates

	<u>Rate Per Minute</u>
<u>Miami: (T)</u>	
Switched:	\$ 0.1200
Dedicated:	\$ 0.0740
<u>Tampa: (N)</u>	
Switched:	\$ 0.1063
Dedicated:	\$ 0.0685

SECTION 4 – RATES AND CHARGES4.5 Miscellaneous Services4.5.1 Operator Services

Local exchange, IntraLATA, and InterLATA calls may be placed on an Operator Assisted basis. Usage charges for Operator Assisted calls are the same as those set forth in Section 4.4, preceding, and the Company's long distance interexchange service rates. For Operator Assisted calls to Busy Line Verification and Interrupt, or Directory Assistance, the surcharges specified in Section 4.5.2 and Section 4.5.3 will apply in addition to any applicable Operator charges.

In addition to the usage charges identified above, the following operator-assisted charges will apply:

	<u>Per Call Charges</u>
Person-to-Person (Customer Dialed)	\$ 2.50
Station-to-Station (Customer Dialed)	\$ 0.60
Operator Dialed Charge (applies in addition to other operator charges)	\$ 1.00
Billed to Non-Proprietary Calling Card (additional surcharge)	\$ 1.75

4.5.2 Busy Line Verify and Line Interrupt Service

	<u>Per Request</u>
Busy Line Verify Service	\$ 1.00
Busy Line Verify and Busy Line Interrupt Service	\$ 1.00

4.5.3 Directory Assistance

A. Customers are allowed three (3) free Directory Assistance calls per month. After the monthly three (3) free call allowance is exhausted, Directory Assistance charges will apply for all requests for which the Company's facilities are used. Each number requested is charged for as shown below. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.

	<u>Local</u>	<u>All Other</u>
Per Number Requested	\$ 0.25	\$ 0.00

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SECTION 4 – RATES AND CHARGES4.5 Miscellaneous Services (Continued)4.5.3 Directory Assistance (Continued)

B. A credit will be given for calls to Directory Assistance when:

1. the Customer experiences poor transmission or is cut-off during the call,
2. the Customer is given an incorrect telephone number, or
3. the Customer inadvertently misdials an incorrect Directory Assistance NPA.

To receive a credit, the customer must notify the Company operator or Business Office of the problem experienced.

4.5.4 WTI Intelenet Calling Card Service^{1/}A. Rates1. Standard Usage Charges

	<u>Per minute of use</u>
Peak Rate	\$ 0.25
Off-Peak Discount	0%
Per Call Surcharge	\$ 0.40

B. Operator-Assisted Calls

The WTI Intelenet Calling Card can be used to place MFS Intelenet operator-assisted calls. The following surcharges apply per call, in addition to the standard usage charges.

Person-to-Person surcharge	\$ 3.50
Station-to-Station surcharge	\$ 0.60

^{1/} This service is no longer available to new customers.

SECTION 4 – RATES AND CHARGES4.5 Miscellaneous Services (Continued)4.5.4 WTI Intelenet Calling Card Service (Continued)C. Directory Assistance Calls

The WTI Intelenet Calling Card can be used to place calls for Directory Assistance. A flat charge will apply per requested number (Requested Number Charge). At the Customer's option, the Company will automatically place a call to the requested number. For calls completed in this manner, a Call Completion Charge and the Standard Usage Charges will apply in addition to the Requested Number Charge.

Requested Number Charge	\$ 0.60
Call Completion Charge	\$ 0.60

D. Enhanced Features Charges

Enhanced features are available for use as described below. Enhanced feature charges apply in lieu of standard usage charges. Usage charges are billed in six second increments with a one minute minimum.

1. Conference Calling

Allows a User to establish a conference call by accessing the conference operator. Charges apply per established line and per minute of usage.

Per established line	\$ 2.00
Per minute of usage per line	\$ 0.26

2. Voice Mail Access

Allows a User to access WTI Intelenet Voice Mail and to place return calls without having to hang-up and initiate a new calling card call.

Per minute of usage	\$ 0.26
---------------------	---------

SECTION 4 – RATES AND CHARGES4.5 Miscellaneous Services (Continued)4.5.4 WTI Intelenet Calling Card Service (Continued)D. Enhanced Features Charges (Continued)3. Voice Messaging

Allows the User to leave up to three-minute voice recorded message that is stored for future delivery when the called number is busy or no answer.

Per call \$ 1.50

4. News and Information

Provides access to news, weather, sports, financial information and other features.

per minute of usage \$ 0.28

4.5.5 Service Implementation

	<u>Non-Recurring</u>
per service order	TBD

4.5.6 Restoration of Service

	<u>Non-Recurring</u>
per occasion	TBD

Premise Work Charge

1. First 15 minutes	\$ 28.00
2. Each additional Minute	\$ 9.00

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SECTION 4 – RATES AND CHARGES

4.5 Miscellaneous Services (Continued)

4.5.7 Dial USA^{1/}

Dial USA is a one-way direct dial service utilizing 1+ or dial-up access, making use of common shared access lines connecting the customer with Company facilities.

A. Usage Charges

Usage charges are determined by the time of day rate periods and minutes of use within each rate period. The rate period is determined by the time and day of call origination at the customer's location.

1. Dial USA Per Minute Rate Schedule

<u>Mileage</u>	<u>---Business Day---</u>		<u>-----Evening-----</u>		<u>--Night/Weekend--</u>	
	<u>1st Min</u>	<u>Addl Min</u>	<u>1st Min</u>	<u>Addl Min</u>	<u>1st Min</u>	<u>Addl Min</u>
1- 21	\$0.1680	\$0.0832	\$0.1237	\$0.0623	\$0.0793	\$0.0416
22- 54	\$0.2380	\$0.1478	\$0.1762	\$0.1109	\$0.1167	\$0.0739
55-123	\$0.2520	\$0.2033	\$0.1867	\$0.1525	\$0.1260	\$0.1063
124-291	\$0.2567	\$0.2125	\$0.1883	\$0.1594	\$0.1353	\$0.1109
292-429	\$0.2613	\$0.2199	\$0.1937	\$0.1649	\$0.1400	\$0.1155
430-623	\$0.2637	\$0.2241	\$0.1954	\$0.1681	\$0.1400	\$0.1155
Over 624	\$0.2660	\$0.2310	\$0.2007	\$0.1732	\$0.1447	\$0.1201

2. Billing Increments

Usage is billed in one (1) minute increments.

4.5.8 Foreign Exchange (FX) Service

FX Service enables a Customer to receive Company provided Exchange Access Service at a point outside the Local Exchange Service Area which normally serves the customer's location. FX Service can be used to receive one-way inbound digital traffic only. Customer subscribing to FX Service must purchase an entire T-1 and meet the following conditions: 1) 100 percent of the traffic carried must be inbound local; and 2) the average off-hook time per call is more than ten minutes.

^{1/} TRS customers will receive a 50% discount off of the Dial USA rates as described in Section 3.7.7.

SECTION 4 – RATES AND CHARGES4.5 Miscellaneous Services (Continued)4.5.8 Foreign Exchange (FX) Service (Continued)

The Local Exchange Calling Area and all Usage Services rates which apply to a FX Exchange Access Service are the same as those which regularly apply to other Company provided Exchange Access Services bearing the same NPA-NXX designation.

Customers are prohibited from using FX Service to place outbound calls including, but not limited to "911" emergency numbers. This restriction is required in order to assure that emergency calls are routed to the Public Safety Answering Point serving the geographical area associated with the Customer's telephone number. The Company strongly recommends that each Customer maintain at least one telephone exchange service access line bearing an NPA-NXX designation associated with the Customer's actual geographic location for emergency use.

FX Service customers are not eligible to enroll in the On-Net Term or Local On-Net Term Plan discount program.

A Features

The following features are available:

Standard:

Hunting (Circular, Sequential and Uniform Call Distribution)
Touchtone

Optional:

Vanity Number

B. FX Service Rates and Charges

A FX Service Customer will be charged applicable Non-Recurring Charges and Monthly Recurring Charges as specified in Sections 4.5.8.A and 4.5.8.B respectively. DID functionality and blocks of DID numbers will be available at no additional charge.

SECTION 4 – RATES AND CHARGES

4.5 Miscellaneous Services (Continued)

4.5.8 Foreign Exchange (FX) Service (Continued)

B. FX Service Rates and Charges

1. Non-Recurring Charges

	<u>Tampa</u>	<u>Miami</u>
Account Setup, per account	\$ 33.90	\$ 56.00
Account Changes (Moves, Changes, additions, per change)	\$ 14.00	\$ 38.00
Account Changes, (per Billing Record Change)	\$ 9.00	\$ 38.00
Line Restoral Charge (per trunk)	\$ 18.00	\$ 56.00

(Applies for trunk restoral after temporary interruption of service initiated by the Company. If service is temporarily interrupted and payment is not received within 10 days following the interruption, the Company reserves the right to discontinue service. If service is discontinued and subsequently re-established, charges apply as for a new installation of service.)

Suspension of Service Restoral charge (per trunk)	\$ 18.00	\$ 56.00
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(Applies for trunk restoral after Customer-initiated suspension.)

Optional Features

Vanity Number	\$ 30.00
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2. Monthly Recurring Charges

FX Charge	\$ 25.00
Trunk Charge, per Trunk Digital	\$ 100.00

Optional Features:

Vanity Number	\$ 2.00
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SECTION 4 – RATES AND CHARGES4.6 Metro Frame Relay Service4.6.1 Rates

Rates set forth below are Monthly Recurring, Non-recurring, Ancillary Charges and Discount Schedules applicable.

A. Monthly Recurring Charges

<u>Port</u>	<u>Charge</u>
56/64 Kbps	\$ 66.00
128 Kbps	\$ 150.00
256 Kbps	\$ 204.00
384 Kbps	\$ 246.00
512 Kbps	\$ 288.00
768 Kbps	\$ 324.00
1.024 Mbps	\$ 360.00
1.536 Mbps	\$ 396.00

CIR Charge

\$ 6.00 per 64 Kbps

B. Non-Recurring and Ancillary Charges1. Installation Charges

<u>Port</u>	<u>Non-Recurring Charge</u>
64 Kbps	\$ 300.00
128 Kbps	\$ 300.00
256 Kbps	\$ 300.00
384 Kbps	\$ 300.00
512 Kbps	\$ 300.00
768 Kbps	\$ 300.00
1.024 Mbps	\$ 300.00
1.536 Mbps	\$ 300.00

PVC Installation \$15.00 per PVC

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SECTION 4 – RATES AND CHARGES

4.6 Metro Frame Relay Service (Continued)

4.6.1 Rates (Continued)

B. Non-Recurring and Ancillary Charges (Continued)

2. Ancillary Charges

Expedite Charge/Port	\$ 100.00
Cancellation Charge/Port	
Pre-Engineering	\$ 100.00
Post-Engineering	\$ 250.00
Date Change Charge/Port	\$ 100.00
Administrative Order Charge	No Charge
Non-Administrative Order Charge/Port	
Pre Engineering	\$ 100.00
Post Engineering	\$ 250.00
U.S. DS-0 ASR	\$ 25.00
U.S. DS-1 ASR	\$ 50.00

C. Discount Schedule

The discount structures listed below are based solely on the Service Commitment Period selected by the Customer and stated in the Service Order.

SECTION 4 – RATES AND CHARGES

4.6 Metro Frame Relay Service (Continued)

4.6.1 Rates (Continued)

C. Discount Schedule (Continued)

<u>Monthly Revenue</u>	<u>Annual Revenue</u>	<u>TERMS OF SERVICE</u>				
		<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>	<u>5 Years</u>
\$100	\$1,200	1%	2%	3%	4%	5%
\$250	\$3,000	1%	2%	3%	4%	5%
\$500	\$6,000	1%	2%	3%	4%	5%
\$1,000	\$12,000	2%	3%	4%	5%	6%
\$2,000	\$24,000	5%	6%	7%	8%	9%
\$3,000	\$36,000	6%	7%	9%	10%	12%
\$4,000	\$48,000	7%	8%	10%	12%	14%
\$5,000	\$60,000	8%	10%	12%	14%	16%
\$7,000	\$84,000	9%	11%	14%	16%	18%
\$10,000	\$120,000	12%	14%	17%	19%	21%
\$15,000	\$180,000	13%	15%	18%	20%	22%
\$25,000	\$300,000	14%	17%	20%	23%	25%
\$50,000	\$600,000	16%	19%	22%	25%	27%

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SECTION 4 – RATES AND CHARGES4.7 Wholesale Local Services4.7.1 General

Wholesale Local Service (hereafter "WLS") is offered to other telecommunications carriers for the provision of telecommunications services to End Users who are the customers of WorldCom Wholesale Local Services Customer.

General terms and conditions as described in F.P.S.C. Price List No. 1, Section 2 apply, where appropriate, unless otherwise specified in this Section. Any references in this Section to service descriptions in other sections of the tariff shall include all definitions, terms and conditions applicable to that service. Unless expressly provided to the contrary herein, however, such references do not incorporate the rates and charges contained in the referenced material. Where incorporated service descriptions use the terms "customer" or "subscriber", such terms shall be deemed to mean:

4.7.1.1. "Carrier" (as defined in this Section) when the context concerns ordering service for resale to its customer; entering into and determining payment plans for resold service; including calculating minimum usage requirements for optional toll calling plans; requesting repair of resold service, including authorization for the dispatch of service technicians to the Carrier's Customer's premises and performance of any premises work; and billing responsibility for the provision of service ordered by the Carrier, and the use, activation, or premature termination of service by Carrier's Customers; or

4.7.1.2 "Carrier's Customer" (as defined in this Section) when the context concerns the definition of the service location (premises); the configuration and sizing of the telecommunications system, network or service resold; and the manner in which the resold service, including any aspects or capabilities of service, are used, activated, or accessed. Carrier's Customer is also the equivalent term when referenced service descriptions contain any of the following terms: user, station user, group, group member, account agent, supervisor or attendant position or line.

Unless otherwise stated, aggregation of Wholesale Local Services, including usage services, for the purposes of applying volume discounts is permitted for carriers. Operator Services, Directory assistance, State and Local charges, and administrative charges are not applicable for purposes of applying volume discounts or contributing to revenue commitments.

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SECTION 4 – RATES AND CHARGES

4.7 Wholesale Local Services (Cont'd)

4.7.2 Responsibility of the Carrier Customer

4.7.2.1 The Carrier is responsible for obtaining all appropriate regulatory approvals necessary for the provision of telecommunications services to End Users.

4.7.2.2 Nothing in this tariff shall be deemed to create a third party beneficiary relationship with the Carrier's customers. The Carrier shall indemnify and hold the Company harmless from all claims based on any reason whatsoever from its customers or third parties.

4.7.2.3 The Carrier shall save the Company harmless against any and all claims and expenses (including attorneys' fees and costs) which may arise from or in connection with such WLS resale including, but not limited to, claims for libel, slander, infringement of copyright or patents, claims for injuries to persons or property damage or any other damage in connection with the Company's service or resold services, arising out of any act or omission of the Carrier or End User in connection with facilities or services provided by the Company or the Carrier or End User, claims for interruption of or deficiencies, failures or errors in service and any consequences thereof and claims arising from mistakes in or omissions of directory listings.

SECTION 4 - RATES AND CHARGES

4.7 Wholesale Local Services (Cont'd)

4.7.2 Responsibility of the Carrier Customer

4.7.2.4 Carrier shall accept the Company's initial and continuing credit approval procedures and policies. The Company reserves the right to withhold initiation or full implementation of any or all WLS pending the Company's initial satisfactory credit review and approval thereof which may be conditioned upon terms specified by the Company, including, but not limited to, security for payments due hereunder in the form of a cash deposit or other means. The Company reserves the right to modify its requirements, if any, with respect to any security or other assurance provided by Carrier for payments due hereunder in light of Carrier's actual usage when compared to projected usage levels upon which any security or assurance requirement was based.

4.7.2.5 If at any time there is a material adverse change in Carrier's creditworthiness, then in addition to any other remedies available to the Company, the Company may elect, in its sole discretion, to exercise one or more of the following remedies:

- A. cause Start of Service for WLS described in a previously executed Service Request to be withheld;
- B. cease providing WLS pursuant to a Disconnection Notice in accordance with Section 7;
- C. decline to accept a Service Request or other requests from Carrier to provide WLS which the Company may otherwise be obligated to accept and/or

SECTION 4 – RATES AND CHARGES4.7 Wholesale Local Services (Cont'd)4.7.2 Responsibility of the Carrier Customer (Cont'd)4.7.2.5 (Cont'd)

- D. condition its provision of WLS or acceptance of a Service Request on Carrier's assurance of payment which shall be a deposit or such other means to establish reasonable assurance of payment. An adverse material change in Carrier's creditworthiness shall include, but not be limited to:
- (1) Carrier's material default of its obligations to the Company under this tariff or any other agreement with WorldCom;
 - (2) failure of Carrier to make full payment of all undisputed charges due hereunder on or before the Due Date on three (3) or more occasions during any period of twelve (12) or fewer months or Carrier's failure to make such payment on or before the Due Date (or the Alternate Due Date, if applicable) in any two (2) consecutive months;
 - (3) acquisition of Carrier (whether in whole or by majority or controlling interest) by an entity which is insolvent, which is subject to bankruptcy or insolvency proceedings, which owes past due amounts to the Company or any entity affiliated with the Company or which is a materially greater credit risk than Carrier; or,
 - (4) Carrier's being subject to or having filed for bankruptcy or insolvency proceedings or the legal insolvency of Carrier.

4.7.2.6 If the Carrier ceases to resell WLS to its customers and fails to make arrangements for the continuation of such services, the Carrier shall provide an option to its customers to select an alternate Carrier. In the event that the Carrier fails to provide such option or any of Carrier's Customers fail to exercise such option, Company may, at the End User's request, provide local exchange services to the Carrier's End User under the Company's current retail terms and conditions, including then-current recurring and usage sensitive rates for service being furnished.

4.7.2.7 The Carrier shall follow the pre-order procedures established by the Company, including completion and acceptance of the WLS implementation questionnaire and WLS Agreement, prior to submitting its first request for WLS.

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SECTION 4 – RATES AND CHARGES4.7 Wholesale Local Services (Cont'd)4.7.2 Responsibility of the Carrier Customer (Cont'd)

4.7.2.8 Prior to submitting an order for WLS, the Carrier must have obtained written documentation from the customer, explicitly authorizing the Carrier to provide local exchange telecommunications services. This proof of authorization must be retained by the Carrier and shall be made available upon request within two (2) business days from the day the request was made. The required form and content of customer authorization may be amended from time to time to meet the changing needs of the Company and the regulatory requirements imposed upon all carriers by the Commission. In the event that the Carrier cannot provide the the of authorization within two business days, the Carrier must within two(2) business days thereafter:

- A. notify the Company to change the End User back to the local exchange carrier providing service to the End User before the change to the Carrier was made;
- B. provide any End User information and billing records the Carrier has obtained relating to the End User to the prior Carrier;
- C. notify the End User and the Company that the change has been made; and
- D. pay the Company \$50.00 per line to compensate the Company for switching the End User back to the original carrier.

4.7.2.9 The Company will accept and process Carrier's request for changes to a Primary Interexchange Carrier (PIC) selection on behalf of End Users being provided local exchange service by the Carrier through the purchase of WLS. All such End User requests will be sole responsibility of the Carrier, including but not limited to: all communications with third parties, Commission inquiries and complaints, and resolution of all disputes concerning PIC selections. Accordingly, Carrier shall save the Company harmless against all claims and expenses (including attorneys' fees and costs) which may arise from or in connection with this section.

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SECTION 4 – RATES AND CHARGES4.7 Wholesale Local Services (Cont'd)4.7.2 Responsibility of the Carrier Customer (Cont'd)

4.7.2.10 The Carrier shall be responsible for modifying and connecting any of its systems with Company provided interfaces. The Carrier will be required to take service in sufficient quantity or of appropriate class or grade of service so as to prevent the unreasonable interference with the service of other Carriers or of other of the Company's Customers.

4.7.2.11 When the Company receives an order from a Carrier ("Ordering Carrier") for services under this Part for a Carrier's Customer ("End User"), and the Company is currently providing services under this Part to another Carrier for the same End User ("Carrier Customer of Record"), the Company shall notify its Carrier Customer of Record of such order coincident with processing the order. It shall then be the responsibility of the Carrier Customer of Record and the Ordering Carrier to resolve any issues related to the End User. Carrier Customer of Record and/or Ordering Carrier agree to hold harmless and indemnify Company against any and all liability and claims, including reasonable attorneys' fees, that may result from the Company acting under this paragraph.

The Carrier is required to adhere to the Company's Local Number Portability procedures which places the responsibility on the Carrier for all communication with End Users, Interexchange Carriers, and other local service providers.

The Carrier is solely responsible for the payment of charges for all services furnished in this Part including, but not limited to, calls originated or accepted at its End Users' service locations.

4.7.3 Availability

The offering of Wholesale Local Service is subject to the continuing availability of the necessary facilities and equipment on an economic basis. Service is available where technically feasible from appropriately equipped central offices. The use of such services is subject to the technical parameters of the services provided.

SECTION 4 – RATES AND CHARGES

4.7 Wholesale Local Services (Cont'd)

4.7.4 Limitations

4.7.4.1 Use of WLS by a Carrier does not entitle the Carrier to access revenues associated with origination and termination of interexchange services over the local services provided.

4.7.4.2 The Carrier may not, without the Company's written authorization, offer WLS under any of the brand names of the Company or any of its affiliates, nor may any Carrier state or imply that there is any joint business association or any similar arrangement with the Company in the provision of telecommunications services to the Carrier's customers.

4.7.4.3 WLS may not be utilized as a substitute for carrier access services. The Company reserves the right to commission an audit to ensure that this condition is met.

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SECTION 4 – RATES AND CHARGES4.7 Wholesale Local Services (Cont'd)4.7.4 Limitations (Cont'd)

- 4.7.4.4 The Company will not be responsible for the manner in which the use of service, or the associated charges, are allocated to others by a Carrier who resells service. All applicable rates and charges for such service will be billed to and be the responsibility of the Carrier.
- 4.7.4.5 The Carrier shall be responsible for providing to its customers and to the Company a telephone number or numbers that the Carrier's customers can use to contact the Carrier in the event of service or repair requests. In the event that the Carrier's customers contact the Company with regard to such requests, the Company shall inform the Carrier's customers that they should call their Carrier and may provide Carrier's contact number to the Carrier's customers.
- 4.7.4.6 In order to correctly update and maintain WorldCom's Emergency Telephone Number Service ("E911 Service") database, Carrier is responsible for providing accurate and complete information regarding Carrier's Customers in a format prescribed by WorldCom. Carrier agrees to forever indemnify and hold WorldCom, its affiliated companies and any third-party provider or operator of facilities employed in the provisioning of WLS harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which those parties may assert arising out of or relating to any incorrect, inaccurate or incomplete information in WorldCom's E911 Service database. Carrier is responsible for remitting payment to WorldCom for those assessed surcharges and any applicable administrative charges (Where at the Carrier's request WorldCom remits surcharges to the taxing authority on behalf of the Carrier an administrative charge equal to 4% of billed E911 surcharges will be assessed). In communities where by statute the Network Service Provider is required to remit E911 surcharges an administrative surcharge will not be assessed to the Carrier. Carrier is solely responsible for collecting all surcharges, taxes, fees or similar liabilities associated with E911 Service. Carrier is also responsible for providing the interface, (to include a 24 hours a day, 7 days a week contact), between its End Users and both the Company and/or the Public Safety Answering Point for resolution of errors in connection with the Master Street Address Guide (MSAG), or other E911related problems.

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SECTION 4 – RATES AND CHARGES4.7 Wholesale Local Services (Cont'd)4.7.5 Branding

The Carrier may brand its local exchange services with its own brand name, provided that such name is consistent with Carrier's authorization by the Commission, and not confusingly similar to the name of another provider.

4.7.6 Liability of the Company

4.7.6.1 The Company's general liability, as described in this tariff, does not extend to the Carrier's customers or any other third party. The Liability of the Company to the Carrier resulting from any and all causes, shall not exceed the liability of the Company as stated in Section 2 of this tariff. The Company shall only be liable for the individual service(s) or facilities that it provides and shall not be liable for the integration of service components. Such liability shall not exceed an amount equal to the proportionate charge for the service(s) or facilities provided for the period during which the service(s) was affected. No other liability whatsoever shall attach to the Company.

4.7.6.2 The Company is not liable to Carrier or its customers for mistakes that appear in the Company's directory listings, 911 or 411 databases, or for incorrect referrals of customers or End Users to the Carrier for any ongoing Carrier service, sales or repair inquiries, and with respect to such mistakes or incorrect referrals, the Carrier shall save harmless and indemnify the Company from any and all claims, demands, causes of action and liabilities whatsoever, including costs, expenses and reasonable attorneys' fees incurred on account thereof, by third persons (including the Carrier's customers or employees).

4.7.6.3 Carrier is liable for all usage, including fraudulent, associated with Company's facilities or services provided to Carrier or its End User(s). The Company takes no responsibility, will not investigate, and will make no adjustments to Carrier's account in cases of unauthorized usage of WLS.

SECTION 4 – RATES AND CHARGES

4.7 Wholesale Local Services (Cont'd)

4.7.7 Additional Billing and Payment Regulations

4.7.7.1 In addition to the terms and conditions for billing and payment found elsewhere in this tariff, the following provision shall also apply. Where provisions of this subsection conflict with provisions the general sections of this tariff, this subsection shall determine the rights and obligations of the Carrier with respect to billing and payment.

4.7.7.2 Billings for WLS hereunder are made on a monthly basis following start of service. WLS shall be billed at the rates set forth in this tariff. Discounts, if any, applicable to the rates for certain services are described in F.P.S.C. Price List No. 1, Section 4.7, Part 17. Carrier will pay all undisputed charges relative to each WorldCom invoice for WLS within thirty (30) days of the invoice date set forth on each invoice to Carrier ("Due Date"). If payment is not received by the Company on or before the Due Date, Carrier shall also pay a late fee in the amount of the lesser of one and one-half percent (1½%) of the unpaid balance of the charges for WLS rendered per month or the maximum lawful rate under applicable state law.

SECTION 4 – RATES AND CHARGES4.7 Wholesale Local Services (Cont'd)4.7.7 Additional Billing and Payment Regulations (Cont'd)

4.7.7.3 If a Carrier fails to pay when due any and all charges billed to Carrier under this Part, including any late payment charges, and any such charges remain unpaid more than fifteen (15) days after the due date of such unpaid charges, the Company shall notify the Carrier Customer in writing that its services will be disconnected unless all unpaid charges are paid in full to the Company within ten (10) business days of the date notice is sent ("Disconnection Notice Period"). If the Carrier disputes the billed charges, it shall: inform the Company in writing within that ten day period which portion of the charges it disputes, including the specific details and reasons for its dispute; immediately pay to the Company all undisputed charges; and pay disputed charges into an interest bearing escrow account.

4.7.7.4 If the Carrier fails to pay any undisputed charges within the period prescribed above, disconnection can occur after the conclusion of the Disconnection Notice Period. The Company shall have no liability to the Carrier or the Carrier's customers in the event of such disconnection. Upon receipt of notice that Company intends to disconnect all or any portion of Carrier's WLS, Carrier shall, at its sole expense, individually notify its' End Users, prior to the effective date of disconnection, that the End User's Local Service may be disconnected due to Carrier's failure to pay Company charges that are due, and that such End User must select a new local exchange service provider. In the event Carrier fails to provide such notification or Carrier's End Users fail to select a new local exchange service provider by the effective date of disconnection, Company may, at the End User's request, provide such End Users with local service pursuant to the terms and conditions set forth in Company's applicable retail local tariff (including without limitation, Company's then-current recurring and usage sensitive rates for such local service).

4.7.7.5 A minimum one month billing period will be assessed to each service order request along with any other applicable charges.

4.7.7.6 Carrier may cancel WLS if Carrier provides written notification thereof to the Company not less than thirty (30) days prior to the effective date of cancellation.

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SECTION 4 – RATES AND CHARGES4.7 Wholesale Local Services (Cont'd)4.7.7 Additional Billing and Payment Regulations (Cont'd)

4.7.7.7 If Carrier cancels WLS before the end of the Term Commitment Period, (or in the event WorldCom terminates WLS due to Carrier's failure to meet its prescribed obligations) Carrier shall pay to the Company all charges for WLS provided through the effective date of such cancellation plus a cancellation charge (the "Cancellation Charge"). The Cancellation Charge will be calculated as follows:

- A. If Carrier has a Monthly Revenue Commitment (as described in the Program Enrollment Terms), then the Cancellation Charge shall be equal to one hundred percent (100%) of Carrier's commitment(s), that would have become due for the remaining months of the Service Term (as described in the Program Enrollment Terms).
- B. If Carrier does not have a Monthly Revenue Commitment, then the Cancellation Charge will equal the average monthly billing for WLS, to include exchange access lines, local usage, intraLATA toll, and optional features, multiplied by the remaining months of the Service Term (as described in the Program Enrollment Terms).

4.7.7.8 Carrier must maintain Carrier's Minimum Revenue Commitment (as described in the Program Enrollment Terms) each month during the Commitment Period.

4.7.7.9 If Carrier does not maintain the Minimum Revenue Commitment (as described in the Program Enrollment Terms), then Carrier shall pay to the Company all charges for WLS provided during that month plus a deficiency charge ("Deficiency Charge"). The Deficiency Charge will be the difference between Carrier's Minimum Revenue Commitment and Carrier's actual Monthly Revenue (as described in the applicable Rate and Discount Schedule). The Deficiency Charge will be due at the same time payment is due for WLS provided to Carrier.

SECTION 4 – RATES AND CHARGES4.7 Wholesale Local Services (Cont'd)4.7.7 Additional Billing and Payment Regulations (Cont'd)

4.7.7.10 If Carrier does not have a Monthly Revenue Commitment, but has a Term Commitment, Carrier must maintain at least sixty percent (60%) of Carrier's average monthly billing for each month during the Commitment Period. If Carrier does not maintain at least sixty percent (60%) of Carrier's average monthly billing in any month during the Commitment Period then Carrier will pay to Company a "Deficiency Charge" equal to the difference between sixty percent (60%) of Carrier's average monthly billing for WLS, (to include exchange access lines, local usage, intraLATA toll, and optional features) and Carrier's actual Monthly Billing. The Deficiency Charge will be due at the same time payment is due for WLS provided to Carrier.

4.7.7.11 The Company does not provide billing information to Carrier's customers.

4.7.7.12 Billing for WLS will be provided separately from other Company wholesale services. Billing will include monthly recurring charges, nonrecurring charges and local and intraLATA usage charges. Call detail records will be provided for all usage based charges on a daily or monthly basis. Feature charge records will be provided on a monthly basis.

4.7.7.13 In order to protect the Company against revenue loss, a Carrier may be required to pay in advance of installation an amount not to exceed applicable service charges, installation or other nonrecurring charges, plus charges for one month of service. Where special construction charges are applicable, the payment thereof may be required in advance of start of construction.

4.7.7.14 The Carrier is responsible for all local, toll, collect calls, operator services, directory assistance, and dial around messages of their End User's received or sent across the Company's facilities.

SECTION 4 – RATES AND CHARGES

4.7 Wholesale Local Services (Cont'd)

4.7.8 Carrier Disconnect Service

4.7.8.1 Carrier disconnect service is a special billing arrangement which enables a Carrier to disconnect its customer's service temporarily.

4.7.8.2 Carrier may request that the Company disconnect local exchange service on a designated line(s) which it resells to its End User customer provided that:

A. Carrier bears the sole and full responsibility for compliance with Commission disconnection and service restoral requirements.

B. Carrier shall indemnify, defend and hold harmless the Company for and against any claim, loss or damage asserted by any person related to or arising out of the Company's provision of Carrier Disconnect Service to Carrier hereunder.

C. Should an existing Carrier's customer, whose local exchange service has been temporarily disconnected hereunder, elect to change local exchange service providers, the Company will notify existing Carrier of such order coincident with processing the authorized order of the new Carrier and in association therewith will permanently disconnect the existing Carrier's WLS in order to reuse the line(s) to complete the new Carrier's authorized order to provide local exchange service to such customer.

4.7.8.3 Service will be disconnected or restored subject to receipt of the Carrier's request.

4.7.8.4 Carrier disconnect service is available for business services, except directory listings, and permitted for any period of time.

4.7.8.5 The monthly rate during each period of disconnection is the regular monthly rate for the service disconnected.

The non-recurring charges are as follows:

	<u>Non-recurring</u>
To establish disconnect service, per Carrier's customer's account.	\$0.00
To restore disconnect service, per Carrier's customer's account.	\$11.94

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4.7 Wholesale Local Services (Cont'd)

4.7.9 Unlawful Use of Service

4.7.9.1 Service shall not be used for any purpose in violation of law. The Carrier, and not the Company, shall be responsible to ensure that the Carrier and its customer's use of WLS complies at all times with all applicable laws. The Company may refuse to furnish service to a Carrier applicant or shall discontinue service to a Carrier or, as appropriate, the Carrier's customer when:

- A. An order is issued finding that probable cause exists to believe that the use made of or to be made of the service is prohibited by law; or
- B. The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility or service furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of law.

Termination of service shall take place after reasonable notice is provided to the Carrier, or as ordered by the Court.

4.7.9.2 If communications facilities have been physically disconnected by law enforcement officials at the premises where located, then upon written request of the Carrier, and agreement to pay restoral of service charges and other applicable service charges, the Company shall restore such service, unless such restoral of service is limited by a lawful order.

4.7.10 Interference with or Impairment of Service

Service shall not be used in any manner that interferes with other persons in the use of their service or otherwise impairs the quality of service to other Carriers or to the Company's Customers.

4.7.11 Public Emergency Services

Access to Public Emergency Services shall be provided as described in F.P.S.C. Price List No. 1, Section 2 Part 1.10.

SECTION 4 – RATES AND CHARGES

4.7 Wholesale Local Services (Cont'd)

4.7.12 Universal Emergency Number Service - 911

Universal Emergency Number Service - 911 Telecommunications Service (911), is a telephone exchange communication service whereby a Public Safety Answering Point (PSAP) may receive telephone calls dialed to the telephone number 911. The 911 Service includes lines and central office features necessary to provide the capability to answer, transfer and dispatch public emergency telephone calls originated by persons within the telephone central office areas arranged for 911 calling.

4.7.13 Service Order Charges

Service order charges are non-recurring charges applicable to various Carriers request for connecting, moving or changing telephone service. The Carrier request may require the application of one or more service order charges.

For rates, see section F.P.S.C. Price List No. 1, Section 4.7, Part 16.

SECTION 4 – RATES AND CHARGES4.7 Wholesale Local Services (Cont'd)4.7.14 Wholesale Local Services4.7.14.1 Operational Interfaces

The Company shall provide Carriers with order procedures to place service orders, receive phone number assignments, receive information necessary to bill Carrier's customers, and to inform the Company of cases of trouble.

4.7.14.2 Exchange Access Service Areas

Exchange Access Service Areas (EASA) are provided (pursuant to Section 4.7 Part 14.2.1) in limited geographic areas. Services are provided subject to technological availability and compatibility with customer facilities. Services, rates, and contract conditions might not be available in all areas.

Full service versions of the Company's Exchange Access Services will be provided to Customers pursuant to this tariff to the extent that: (a) the Company has in place and available network facilities extending to any premises; or (b) the Company maintains a collocation arrangement and is able to reasonably employ an arrangement to interconnect to unbundled exchange link facilities which the Company, in its sole discretion, judges to be of a type, grade, technical specification, quality, and quantity sufficient to, and offered under conditions consistent with, the delivery of such services.

4.7.14.2.1 Exchange Access Service

Exchange Access Service provides a Customer's end user with a telephonic connection and a unique telephone number address on the public switched telecommunication network. Each Exchange Access Service enables users to:

SECTION 4 – RATES AND CHARGES4.7 Wholesale Local Services (Cont'd)4.7.14 Wholesale Local Services (Cont'd)4.7.14.2 Exchange Access Service Areas (Cont'd)4.7.14.2.1 Exchange Access Service (Cont'd)

- A) receive calls from other stations on the public switched telecommunications network;
- B) access other services offered by the Company as set forth in this tariff;
- C) access certain interstate and international calling services provided by the Company;
- D) access (at no additional charge) the Company's operators and business office for service related assistance;
- E) access (at no additional charge) emergency services by dialing 0- or 911; and
- F) access services provided by other common carriers which purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or which maintain other types of traffic exchange agreements with the Company.
- G) Exchange Access Service can not be used to originate calls to other telephone companies' caller-paid information services (e.g. NPA 900, NXX 970, 540, etc.). Calls to those numbers and other number used for caller-paid information services will be blocked.

SECTION 4 – RATES AND CHARGES

4.7 Wholesale Local Services (Cont'd)

4.7.14 Wholesale Local Services (Cont'd)

4.7.14.2 Exchange Access Service Areas (Cont'd)

4.7.14.2.1 Exchange Access Service (Cont'd)

Each Exchange Access Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block at the customer's premises.

The following Wholesale Local Services are offered:

- Basic Business Line Service
- Basic Trunk Service
- T-1
- Direct Inward Dial Service
- Direct Outward Dial Service
- Direct Inward Outward Dial Service
- IntraLATA Toll

4.7.14.3 Rates and Charges

Refer to F.P.S.C. Price List No. 1, Sheets 9–16 and Section 3 for descriptions of Available Services listed in Section 4.7, Part 14.2. Refer to F.P.S.C. Price List No. 1, Section 4.7, Parts 16 and 17 for rates, charges, and applicable discounts.

SECTION 4 – RATES AND CHARGES

4.7 Wholesale Local Services (Cont'd)

4.7.14 Wholesale Local Services (Cont'd)

4.7.14.4 Ancillary Charges

A. InterMSA and IntraMSA Presubscription

Refer to WorldCom Technologies Inc. Tariff F.C.C. No. 3 for Presubscribed Interexchange Carrier Charge (PICC) applicable to changes in the End User's interexchange carrier(s). These undiscounted charges will be billed to Carrier by the Company.

All IXC carriers selected by the End User will be assessed a PICC in accordance with WorldCom Technologies, Inc. Tariff F.C.C. No. 3.

In the event an End User fails to select a presubscribed interexchange carrier, WorldCom will charge the Carrier the applicable PICC as described in WorldCom Technologies, Inc. Tariff F.C.C. No. 3.

B. Local and State Charges

In addition to the rates and charges applicable under this tariff, taxes and fees applicable to resold services shall be prorated and added to the billed charges, including, but not limited to, municipal taxes, 911 surcharges, and franchise fees.

SECTION 4 – RATES AND CHARGES4.8 Wholesale Local Services (Cont'd)4.7.14 Wholesale Local Services (Cont'd)4.7.14.4 Ancillary Charges (Cont'd)C. Non Routine Installation/Maintenance(1) Install/Maintenance

At the Carrier's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of 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 Carrier'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) Cancellation Charge

The Customer must cancel service orders within five (5) days of the service request or prior to issuance of a firm order commitment from the Company, otherwise, a cancellation charge will apply.

	<u>Non-recurring</u>
Cancellation charge	\$250.00

SECTION 4 – RATES AND CHARGES

4.7 Wholesale Local Services (Cont'd)

4.7.14 Wholesale Local Services (Cont'd)

4.7.14.4 Ancillary Charges (Cont'd)

(3) Change of Requested Service Date

A change of requested service date charge applies when a change of requested service date is the only requested modification to the original service order.

- If the first requested change of the requested service date is received more than ten (10) working days prior to the requested service date, there will be no charge.
- If the requested service date has been changed once already, or if the request is made within ten (10) days of the original requested service date, a charge will apply.
- When the Carrier requests that its requested service date be extended, the new requested service date must be within thirty (30) days of the previously set requested service date. If the new requested service date is more than thirty (30) days beyond the existing requested service date or unknown, the service order must be canceled and re-issued when a confirmed date is set. A charge for a change of requested service date also applies when the Carrier requests an earlier requested service date.

	<u>Non-recurring</u>
Date Change Charge	\$100.00

- Special Construction

For service description see F.P.S.C. Price List No. 1, Section 2, Part 1.8.

4.7.15 Custom Service Arrangements

Reserved for future use.

SECTION 4 – RATES AND CHARGES4.7 Wholesale Local Services (Cont'd)4.7.16 Wholesale Local Service Rates and Charges

This section sets forth the Wholesale Local Service rates, charges, and service made available by WorldCom Technologies, Inc. to Carrier for resale to its customers. General terms, conditions, service and feature descriptions as described in F.P.S.C. Price List No. 1, Section 3 herein apply where appropriate, unless otherwise specified in this Part. The application thereof is to Carrier with regard to service ordering, repair requests or billing responsibility and to Carrier's Customer when designating service location, use, activation, configuration, or sizing.

Wholesale Local Services are subject to the following non-recurring charges.

	<u>Non-recurring rate</u>
<u>Miami</u>	
A. Service Order Charge	\$11.00
B. Record Order Change	\$6.00
<u>Tampa</u>	
A. Service Order Charge	\$11.00
B. Record Order Change	\$6.00

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SECTION 4 – RATES AND CHARGES4.8 Wholesale Local Services (Cont'd)4.7.16 Wholesale Local Service Rates and Charges

4.7.16.1 Basic Business Line and Basic Trunk Service

A Basic Business Line provides a Business Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Each Basic Business Line is provided with the following standard features which can be deleted at the Customer's option:

Call Forward Variable

Touch Tone

Caller ID Blocking - Selective & Complete

Basic Trunk Service provides a Business Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchange (PBX) to the public switched telecommunications network. Each Basic Trunk is provided with touch tone signaling and may be configured into a hunt group with other Company-provided Basic Trunks. Basic Trunks may be equipped with Analog Direct Inward Dial (DID) capability and DID number blocks for additional charges, as set forth in F.P.S.C. Price List No. 1, Section 4.7, Part 19.3.

SECTION 4 – RATES AND CHARGES

4.7 Wholesale Local Services (Cont'd)

4.7.16 Wholesale Local Service Rates and Charges (Cont'd)

4.7.16.1 Basic Business Line and Basic Trunk Service (Cont'd)

In addition to the following monthly rates, 911 Service Surcharge and all other local and state mandated charges apply.

Non-recurring and monthly recurring rates apply as follows:

	<u>Non-recurring Installation Charges</u>	<u>Monthly Recurring</u>
<u>Miami</u>		
A. Basic Business Line Service, per line	\$10.00	\$26.00
B. Basic Trunk Service, per line	\$10.00	\$40.00

SECTION 4 – RATES AND CHARGES4.7 Wholesale Local Services (Cont'd)4.7.16 Wholesale Local Service Rates and Charges (Cont'd)4.7.16.1 (Cont'd)

	<u>Non-recurring Installation Charge</u>	<u>Monthly Recurring</u>
<u>Tampa</u>		
A. Basic Business Line Service, per line	\$10.00	\$26.00
B. Basic Trunk Service, per line	\$10.00	\$40.00

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4.7.16.2 T-1

4.7.16.2.1 Description

T-1 provides Carrier with a trunk connection operating at 1.544 Mbps which is time division multiplexed into 24 individual voice-grade telephonic communications channels, each of which can be used to place or receive one call at a time. T-1 capable of providing a connection of compatible Customer-provided private branch exchanges (PBX) to the public switched telecommunications network.

Non-recurring and monthly recurring rates apply as follows:

	<u>Non-recurring Installation Charges</u>	<u>Monthly Recurring</u>
Link and Port, per T-1		
Miami	\$200.00	\$890.00
Tampa	\$200.00	\$890.00

Individual channels carried over a T-1 may be equipped with Direct Inward Dialing (DID), Direct Outward Dialing (DOD), or Direct Inward Outward Dialing (DIOD) capability. See F.P.S.C. Price List No. 1, Section 4.7, Part 19.3 for applicable charges.

4.7.16.3 Access Area Designations

The appropriate access area for each district is shown in F.P.S.C. Price List No. 1, Section 3 Part 3.2.

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4.7 Wholesale Local Services (Cont'd)

4.7.16 Wholesale Local Service Rates and Charges (Cont'd)

4.7.16.4 Local and State Additional Charges

Charges for 911 and other local and state charges will also apply to resold access lines purchased by Carrier. To the extent provided by law, all local and state charges applicable to the provision of the local exchange services to Carrier Customers, as described in F.P.S.C. Price List No. 1, Section 2, Part 6.1, shall be collected by the Carrier.

4.7.16.5 Usage Charges

For service description, see F.P.S.C. Price List No. 1, Section 4, Part 4.

4.7.16.5.1 Unlimited Local Calling Service

Unlimited Local Calling Service provides Carrier's with unlimited and untimed local calling for a monthly recurring charge.

Unlimited local call service includes all outgoing direct-dialed calls placed to telephone stations within the caller's exchange area. The monthly usage charges are included in the monthly line/trunk charges (see Section 4.7, Part 16 for monthly recurring line charges).

4.7.16.5.2 Extended Calling Service

Extended Calling Service provides usage sensitive billing for direct dialed or operator assisted calls to locations outside the normal flat rate local calling area for the exchanges specified in F.P.S.C. Price List No. 1, Section 3, Part 3.

	<u>Per Minute</u>
Tampa Extended Calling Service Area	\$0.04

SECTION 4 – RATES AND CHARGES4.7 Wholesale Local Services (Cont'd)4.7.16 Wholesale Local Service Rates and Charges (Cont'd)4.7.16.5 Usage Charges (Cont'd)4.7.16.5.3 IntraLATA Area Calling

The rate set forth in this section applies to all intraLATA calls. An intraLATA call is a call which originates and terminates outside an exchange area, but within the caller's LATA and state. For operator-assisted intraLATA calls, the operator charges listed in F.P.S.C. Price List No. 1, Section 4, Part 5.1 apply in addition to the charges listed below.

	<u>Per Minute</u>
Miami	\$0.080
Tampa	\$0.080

SECTION 4 – RATES AND CHARGES4.7 Wholesale Local Services (Cont'd)4.7.17 Other Wholesale Local Exchange Services4.7.17.1 WorldCom Wholesale Local Service Discount Plan

- A. The WorldCom Wholesale Local Service Discount Plan is an optional discount plan for switched local services. The discount plan is applicable to exchange access lines, local usage, intraLATA toll, and optional features.
- B. The Carrier may opt to aggregate all wholesale local service accounts and locations under the term payment plan to which the Carrier commits.
- C. Non-recurring charges, Operator Services/Directory Assistance, and applicable state and local charges are not included in the discount structure.
- D. The discount percentage will be determined by the number of months committed to by the Carrier (the "Service Term"). Throughout the Service Term, Carrier will automatically receive the applicable discount percentage corresponding to the monthly billed revenue.
- E. For purposes of this discount schedule, the applicable discount column is based on the number of months contained in the Service Term divided by 12. If the number of months is less than 12, the month-to-month discounts shall apply. If the product of the division is equal to or greater than 1 year but less than 2 years, the 1-year discounts apply; if the product of the division is equal to or greater than 2 years but less than 3 years, the 2-year discounts apply; and, if the product of the division is equal to or greater than 3, the 3-year discounts apply.

SECTION 4 – RATES AND CHARGES4.7 Wholesale Local Services (Cont'd)4.7.17 Other Wholesale Local Exchange Services (Cont'd)4.7.17.1 WorldCom Wholesale Local Service Discount Plan (Cont'd)

F. The term and volume discounts for WLS apply as follows:

Monthly Billed Charges (in thousands)	Month to Month	1 Year Term	2 Year Term	3 Year Term
Up to \$50	0.0%	2.0%	5.0%	8.0%
\$50 to \$100	2.0%	3.0%	6.0%	9.0%
\$100 to \$250	3.0%	4.0%	7.0%	10.0%
\$250 to \$500	4.0%	5.0%	8.0%	11.0%
\$500 to \$750	5.0%	6.0%	9.0%	12.0%
\$750 to \$1,000	6.0%	7.0%	10.0%	14.0%
\$1,000 to \$2,000	7.0%	9.0%	13.0%	17.0%
Over \$2000	8.0%	10.0%	15.0%	20.0%

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- G. If the Carrier Customer chooses to commit to a Minimum Monthly Revenue Commitment as well as a Term Commitment, additional discounting is available. If the Carrier Customer's Monthly Revenue Commitment is equal to or greater than \$100,000 per month, all of the percentages shown in the discount schedule above will be increased by the following:

<u>Monthly Billed Revenues (in thousands)</u>	<u>Discount</u>
\$100 to \$250	1%
\$250 to \$500	1%
\$500 to \$750	2%
\$750 to \$1,000	2%
\$1,000 to \$2,000	3%
over \$2,000	3%

- H. Carrier may cancel WLS if Carrier provides written notification thereof to WorldCom not less than thirty (30) days prior to the effective date of cancellation. In such case (or in the event WorldCom terminates WLS due to Carrier's failure to meet its prescribed obligations) Carrier shall pay to WorldCom all charges for WLS provided through the effective date of such cancellation plus a cancellation charge (the "Cancellation Charge") equal to one hundred percent (100%) of Customer's commitment(s), if any, (as described in the Program Enrollment Terms) that would have become due for the unexpired portion of the Service Term. If no commitment exists, then Carrier shall pay to WorldCom all charges for WLS provided through the effective date of such cancellation plus the Cancellation Charge which will equal the average monthly billing for WLS, to be all inclusive, (i.e., local service charges, intraLATA toll, operator services, Directory Assistance, and any charges for additional features), multiplied by the remaining months of the Service Term (as described in the Program Enrollment Terms).

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4.7 Wholesale Local Services (Cont'd)

4.7.17 Other Wholesale Local Exchange Services (Cont'd)

4.7.17.1 WorldCom Wholesale Local Service Discount Plan (Cont'd)

- I. In the event Carrier does not maintain Carrier's Minimum Revenue Commitment in any month during the Commitment Period (Switched Services described herein), then for those month(s) only, Carrier will pay WorldCom the difference between Carrier's Minimum Revenue Commitment and Carrier's actual Monthly Revenue (as described in the applicable Rate and Discount Schedule) (the "Deficiency Charge"). The Deficiency Charge will be due at the same time payment is due for WLS provided to Carrier, or immediately in an amount equal to Carrier's Minimum Revenue Commitment for the unexpired portion of the Service Term, if WorldCom terminates this Agreement based on Carrier's default.

SECTION 4 – RATES AND CHARGES4.7 Wholesale Local Services (Cont'd)4.7.18 Miscellaneous Wholesale Local Services

This section sets forth the Operator Services and Directory Assistance made available by WorldCom Technologies, Inc. to the Carrier for resale to its customers. General terms, conditions, service and feature descriptions, as described in F.P.S.C. Price List No. 1, Section 4, herein apply where appropriate, unless otherwise specified in this Part.

4.7.18.1 Operator Services*

In addition to the usage charges identified in F.P.S.C. Price List No. 1, Section 4.7, Part 16.5, operator-assisted charges will apply. For operator-assisted charges see F.P.S.C. Price List No. 1, Section 4, Part 3.6 and Section 4, Part 5.1.

The Company does not provide the option described in F.P.S.C. Price List No. 1, Section 2, Part 13.A to Carriers.

4.7.18.2 Directory Assistance*

In addition to the usage charges identified in F.P.S.C. Price List No. 1, Section 4.7, Part 16.5, directory assistance charges will apply. For directory assistance charges see F.P.S.C. Price List No. 1, Section 4, Part 3.6 and Section 4, Part 5.3.

*Operator Services and Directory Assistance charges do not contribute to discount levels.

4.7.19 Wholesale Local Service Optional Features

This section sets forth the Central Office Optional Features made available by WorldCom Technologies, Inc. to Carrier for resale to its customers. Feature descriptions are described in F.P.S.C. Price List No. 1, Sheet 9 and herein apply where appropriate, unless otherwise specified in this Part. The application thereof is to Carrier with regard to service ordering, repair requests or billing responsibility and to Carrier's Customer when designating service location, use, activation, configuration, or sizing. A variety of features are available for local switched service. Standard features for all lines include Touch Tone, Selective Caller ID Blocking, and Call Forward Variable.

SECTION 4 – RATES AND CHARGES4.7 Wholesale Local Services (Cont'd)4.7.19 Wholesale Local Service Optional Features (Cont'd)4.7.19.1 Optional Features

The following is a list of Optional Features available for all lines.

	<u>Non- Recurring</u>	<u>Monthly Recurring</u>
Three-Way Calling	\$2.00	\$2.00
Call Waiting/Cancel Call Waiting (not available on a line with Call Forward Busy)	\$2.00	\$3.00
Distinctive Ringing	\$2.00	\$3.00
Toll Restriction	\$2.00	\$2.00
Call Forward Busy (not available on a line with Call Waiting)	\$2.00	\$1.00
Call Forward Don't Answer	\$2.00	\$1.00
(For service descriptions of the features below see, F.P.S.C. Price List No. 1, Section 3, Part 4.8)		
Speed Dialing 8	\$2.00	\$2.00
Speed Dialing 30	\$2.00	\$3.00
(For service description of the feature below see, F.P.S.C. Price List No. 1, Section 3, Part 4.6)		
Vanity Number	\$30.00	\$2.00
Hotline (not available with ANY other features)	\$2.00	\$2.00

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Call Forward Busy: Allows incoming calls to a busy station to be routed to a preselected station line or attendant within the same system or outside system.

Call Forward Don't Answer: Allows incoming calls to be automatically routed to a preselected station line or attendant within the same system or outside system, when the called station is not answered after a preset number of rings.

Three-Way Calling: Allows a station line user to add a third party to an existing conversation.

Call Waiting/Cancel Call Waiting: Permits a line in the talking state to be alerted by a tone when another call is attempting to complete to the line. Audible ringing is returned to the originating line. The Service also provides a hold feature that is activated by a switchhook flash.

Distinctive Ringing Service: Allows the End User to place up to 10 numbers on a Distinctive Ringing list. When incoming calls originate from these numbers, the End User's phone will ring in a distinctive pattern. The customer can easily add and delete numbers from the Distinctive Ringing list as well as turn the service on or off. This feature is only available from properly equipped Central Offices.

Hotline Service: Allows an End User to establish a switched connection to a predetermined number when the End User's telephone goes off-hook. No dialing is required and the call is processed automatically to the predetermined number.

SECTION 4 – RATES AND CHARGES4.7 Wholesale Local Services (Cont'd)4.7.19 Wholesale Local Service Optional Features (Cont'd)4.7.19.1 Optional Features (Cont'd)4.7.19.1.1 Definitions (Cont'd)

Speed Dialing 8: Allows an End User to assign abbreviated codes to frequently called numbers. The establishment of these codes permits dialing to the selected number using fewer digits than normally required. End User can change numbers assigned to a list (groups of codes). There is a maximum of eight codes per list.

Speed Dialing 30: Allows an End User to assign abbreviated codes to frequently called numbers. The establishment of these codes permits dialing to the selected number using fewer digits than normally required. End User can change numbers assigned to a list (groups of codes). There is a maximum of thirty codes per list.

Toll Restriction: Allows an End User to set up, on a per line basis, call restrictions by the calling party. It can be used to block specific types of outgoing calls.

Vanity Number: Allows an End User to request a specific telephone number other than the one that would normally be assigned by the Company. These specifically requested numbers include, but are not limited to, numbers with a desired or particular alphabetic equivalent, "easy to remember" numbers because of repeating or sequential digits, or another numerical pattern preference.

SECTION 4 – RATES AND CHARGES4.7 Wholesale Local Services (Cont'd)4.7.19 Wholesale Local Service Optional Features (Cont'd)4.7.19.2 Feature Packages

Feature Package I and Feature Package II provide a complement of electronic central office features that enable convenient calling capabilities. The following feature packages are designated for single line and multi line local exchange services.

A. Feature Package I

Feature Package I provides the following features:

Three-Way Conference Calling

Speed Dialing - 8 Codes

Call Forward Busy (not available on a line with Call Waiting)

Call Forward Don't Answer

Non-recurring and monthly recurring rates apply as follows:

Non-Recurring

\$5.00

Monthly Recurring

\$4.00

B. Feature Package II

Feature Package II provides the following features:

All Features from Feature Package I, plus

Speed Dialing - 30 Codes (replaces Speed Dial 8)

Distinctive Ringing

Toll Restriction

Non-recurring and monthly recurring rates apply as follows:

Non-Recurring

\$5.00

Monthly Recurring

\$7.00

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4.8 Wholesale Local Services (Cont'd)

4.7.19 Wholesale Local Service Optional Features (Cont'd)

4.7.19.3 Direct Inward Dial Service (DID)

For service description, see F.P.S.C. Price List No.1, Section 3, Part 4.2.

DID is a service which permits incoming dialed calls to be dialed directly to a calling party station associated with customer premise equipment located on the Carrier's Customer premises. These lines support inbound only call traffic.

SECTION 4 – RATES AND CHARGES4.7 Wholesale Local Services (Cont'd)4.7.19 Wholesale Local Service Optional Features (Cont'd)4.7.19.3 Direct Inward Dial Service (DID) (Cont'd)4.7.19.3.1 Direct Outward Dial Service (DOD)

DOD is a service which permits outgoing dialed calls to be dialed directly to a calling party station associated with a switching system, resold by Carrier and located on the Carrier's Customer premises. These lines support outbound only traffic.

4.7.19.3.2 Direct Inward Outward Dial Service (DIOD)

DIOD is a service which permits incoming and outgoing dialed calls to be dialed directly to or from a calling party station associated with a switching system, resold by Carrier and located on the Carrier's Customer premises. These lines support inbound and outbound call traffic.

4.7.19.3.3 RatesMIAMI

Non-recurring and monthly recurring rates apply for DID and DIOD as follows:

	<u>Non-recurring</u>	<u>Monthly Recurring</u>
Block of 20 numbers	\$275.00	\$3.00
Additional Block of 20	\$7.50	\$3.00
Block of 100 numbers	\$275.00	\$14.00
Termination, per channel	\$45.00	\$15.25

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EFFECTIVE: September 28, 1999

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SECTION 4 – RATES AND CHARGES4.7 Wholesale Local Services (Cont'd)4.7.19 Wholesale Local Service Optional Features (Cont'd)4.7.19.3 Direct Inward Dial Service (DID) (Cont'd)TAMPA

Non-recurring and monthly recurring rates apply for DID and DIOD as follows:

	<u>Non-recurring</u>	<u>Monthly Recurring</u>
Block of 20 numbers	\$270.00	\$70.00
Additional Block of 20	\$10.00	\$70.00
Block of 100 numbers	\$275.00	\$308.00
Additional Block 100	\$220.00	\$250.00
Termination, per channel	no charge	no charge

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SECTION 4 – RATES AND CHARGES4.8 Promotional Offerings4.8.1 FX Service Promotion

Beginning April 20, 1999 and ending December 31, 1999, the Company will offer the following promotion to new customers of FX Service. Eligible customers will receive a monthly credit equal to \$50.00 per trunk per T-1 applied to the monthly recurring per trunk charge for FX Service. In addition, the monthly recurring FX Charge will be waived. The benefits of this promotion will apply for the duration of the promotion.

4.8.2 Metro Frame Relay Outage Credit Promotion

As a result of network software deficiencies occurring in the August 1999 monthly billing period, Metro Frame Relay Service Customers whose service was interrupted as a result of those deficiencies will receive a one-time Special Outage Credit equivalent to twenty days of tariffed Metro Frame Relay Service charges, after the application of all discounts for which the customer is eligible. This Special Outage Credit will be in lieu of all other credits to which the customer is entitled, unless such other credits would yield a greater dollar credit to the customer, in which case this Special Outage Credit will not apply. The Special Outage Credit will appear on customer invoices issued on or after September 20, 1999 covering the August 1999 monthly billing period, and will appear in a form and format of the Company's choosing.

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
GOVERNING THE PROVISION OF SWITCHED ACCESS SERVICES
FOR CONNECTION TO COMMUNICATIONS FACILITIES WITHIN
THE STATE OF FLORIDA

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CHECK SHEET

The Pages 1 to 107 are effective as of the date shown. Revised pages as named below contain all changes from the original tariff that are in effect on the date thereof.

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EXPLANATION OF SYMBOLS, REFERENCE
MARKS, AND ABBREVIATIONS OF TECHNICAL
TERMS USED IN THIS TARIFF

The following symbols shall be used in this tariff for the purpose indicated below:

- C To signify changed regulation or rate structure.
- D To signify discontinued material.
- I To signify a increased rate.
- M To signify a move in the location of text.
- N To signify a new rate or regulation
- R To signify a reduced rate.
- S To signify reissued material.
- T To signify a change in text but no change in rate or regulation.

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APPLICATION

This tariff applies to intrastate access service supplied to Customers for origination and termination of traffic to and from Central Office codes directly assigned to MCI WORLDCOM Communications, Inc.

This tariff applies only to the extent that services provided hereunder are used by a Customer for the purpose of originating or terminating intrastate communications. A communication is "intrastate" only if all points of origination and termination are located within the State of Florida.

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DEFINITIONS

Certain terms used generally throughout this tariff are described below.

Advance Payment

Part or all of a payment required before the start of service.

Access Services

The Company's interstate telephone services offered pursuant to this tariff.

Busy Hour Minutes of Capacity (BHMC)

The term "Busy Hour Minutes of Capacity (BHMC)" denotes the Customer specified maximum amount of Switched Access Service and/or Directory Assistance Service access minutes the Customer expects to be handled in an end office switch during any hour in an 8:00 a.m. to 11:00 p.m. period for the Feature Group and/or Directory Assistance Service ordered. This Customer specified BHMC quantity is the input data the Company uses to determine the number of transmission paths for the Feature Group and/or Directory Assistance Service ordered.

Carrier or Common Carrier

See Interexchange Carrier.

Common Channel Signaling

The term "Common Channel Signaling" (CCS) denotes a high speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. Its purpose is to carry addressed signaling messages for individual trunk circuits and/or database related services between Signaling Points in the CCS network.

Company or MCI WORLDCOM Communications, Inc.

MCI WORLDCOM Communications, Inc., the issuer of this tariff, and its concurring subsidiaries.

DEFINITIONS

Company Calling Card

A telephone calling card issued by the Company at the Customer's request, which enables the Customer or User(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

Credit Card

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

Customer

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

End Office

With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide, issued by Bellcore.

End User or User

Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

Exchange Telephone Company

Denotes any individual, partnership, association, joint- stock company, trust, or corporation engaged in providing switched communication within an exchange.

Interexchange Carrier (IC) or Interexchange Common Carrier

The terms "Interexchange Carrier" (IC) or "Interexchange Common Carrier" denotes any individual, partnership, association, joint- stock company, trust, governmental entity or corporation engaged for hire in interstate or foreign communication by wire or radio, between two or more exchanges.

DEFINITIONS

Intrastate Access Service

Provides for a two-point communications path between a Customer's premises or a collocated interconnection location and an end user's premises for originating and terminating calls within the state.

LATA

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc. Tariff F.C.C. No. 4.

Network

Refers to the Company's facilities, equipment, and services provided under this Tariff.

Recurring Charges

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

Service Commencement Date

The first 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 tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

DEFINITIONS

Service Order

The written request for access services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's access service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

Service Switching Point (SSP)

A Service Switching Point denotes an end office or tandem which, in addition to having SS7 and SP capabilities, is also equipped to query centralized data bases.

Serving Wire Center

The term "Serving Wire Center" denotes the wire center from which the Customer designated premises would normally obtain dial tone.

Shared

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

Signaling Point (SP)

The term "Signaling Point (SP)" denotes an SS7 network interface element capable of originating and terminating SS7 trunk signaling messages.

Signaling Point of Interface (SPOI)

The term "Signaling Point of Interface (SPOI)" denotes the Customer designated location where the SS7 signaling information is exchanged between the Telephone Company and the Customer.

Signaling System 7 (SS7)

The term "Signaling System 7 (SS7)" denotes the layered protocol used for standardized common channel signaling in the United States and Puerto Rico.

DEFINITIONS

Signal Transfer Point (STP)

The term "Signal Transfer Point (STP)" denotes a packet switch which provides access to the Telephone Company's SS7 network and performs SS7 message signal routing and screening.

Signal Transfer Point (STP) Port

The term "Signal Transfer Point (STP) Port" denotes the point of termination and interconnection to the STP.

Toll Free

A term to describe an inbound communications service which permits a call to be completed at a location without charge to the calling party. Access to the service is gained by dialing a ten (10) digit telephone number (e.g., NPA is 800, 888, etc.).

Universal Emergency Telephone Number (911) Service

Wherever feasible, the Company will provide a universal Central Office number "911" for the use of Public Safety Agencies having the responsibility to protect the safety and property of the general public. It is intended that use of 911 Service will provide the public with a means of simple and direct telephone access to a Public Safety Answering Point.

Wire Center

A building in which one or more central offices, used for the provision of Exchange Services, are located.

REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish access services in accordance with the terms and conditions set forth in this tariff.

2.1.2 Shortage of Facilities

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

2.1.3 Terms and Conditions

- A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

REGULATIONS

2.1 Undertaking of the Company (cont'd.)

2.1.3 Terms and Conditions (cont'd.)

- C) In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- D) This tariff shall be interpreted and governed by the laws of the State of Florida regard for its choice of laws provision.

2.1.4 Limitations on Liability

- A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- B) Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.

REGULATIONS

2.1 Undertaking of the Company (cont'd.)

2.1.4 Limitations on Liability (cont'd.)

- C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

- D) The Company shall not be liable for any claims for loss or damages involving:
 - 1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;

 - 2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;

 - 3) Any unlawful or unauthorized use of the Company's facilities and services;

 - 4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;

REGULATIONS

2.1 Undertaking of the Company (cont'd.)

2.1.4 Limitations on Liability (cont'd.)

D) (cont'd.)

- 5) Breach in the privacy or security of communications transmitted over the Company's facilities;
- 6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in Section 2.1.4, preceding.
- 7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.
- 8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- 9) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;

REGULATIONS

2.1 Undertaking of the Company (cont'd.)

2.1.4 Limitations on Liability (cont'd.)

D) (cont'd.)

- 10) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff.
- 11) Any noncompletion of calls due to network busy conditions;
- 12) Any calls not actually attempted to be completed during any period that service is unavailable.

E) The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, 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, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

REGULATIONS2.1 Undertaking of the Company (cont'd.)2.1.4 Limitations on Liability (cont'd.)

- F) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, 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, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- G) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- H) Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

REGULATIONS

2.1 Undertaking of the Company (cont'd.)

2.1.4 Limitations on Liability (cont'd.)

- I) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

REGULATIONS

2.1 Undertaking of the Company (cont'd.)

2.1.5 Provision of Equipment and Facilities

- A) Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

- B) The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
 - 1) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - 2) the reception of signals by Customer-provided equipment; or
 - 3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.6 Ownership of Facilities

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

REGULATIONS

2.2 Prohibited Uses

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

REGULATIONS

2.3 Obligations of the Customer

2.3.1 Customer Premises Provisions

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

2.3.2 Liability of the Customer

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

REGULATIONS

2.3 Obligations of the Customer (cont'd.)

2.3.2 Liability of the Customer (cont'd.)

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

REGULATIONS2.3 Obligations of the Customer (cont'd.)2.3.3 Jurisdictional Report Requirements

- A) For Feature Group B Switched Access Service(s) for both interstate and intrastate use, the projected interstate percentage of use must be provided by the Customer in a whole number to the Company. The Company will designate the number obtained by subtracting the projected interstate percentage of use from 100 (100 - projected interstate percentage = intrastate percentage) as the projected intrastate percentage of use. When a Customer orders Feature Group B Switched Access Service, the Customer shall state, in its order, the projected Percent Interstate Usage (PIU) factor for Feature Group B Switched Access Service group ordered.

For Feature Group D Switched Access Service(s), the Company, where jurisdiction can be determined from the call detail, will determine the projected interstate percentage as follows. For originating access minutes, the projected interstate percentage will be developed on a monthly basis by end office trunk group when the Feature Group D Switched Access Service access minutes are measured by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes when the call detail is adequate to determine the appropriate jurisdiction. For terminating access minutes, the Customer has the option to provide the Company with a projected PIU factor. Customers who provide a PIU factor shall supply the Company with an interstate percentage of the Feature Group D terminating access minutes for each account to which the Customer may terminate traffic.

REGULATIONS2.3 Obligations of the Customer (cont'd.)2.3.3 Jurisdictional Report Requirements (cont'd.)A) (cont'd.)

Should the Customer not supply a terminating PIU Factor, the data used by the Company to develop the projected interstate percentage for originating access minutes will be used to develop projected interstate percentage for such terminating access minutes. When a Customer orders Feature Group D Switched Access Service, the Customer shall supply a projected interstate percentage of use for each end office trunk group involved to be used in the event that originating call details are insufficient to determine the jurisdiction for the call. This percentage shall be used by the Company as the projected interstate percentage for such call detail. For purposes of developing the projected interstate percentage, the Customer shall utilize the same considerations as those set forth in Section 2.3.3(B) following.

The Company will designate the number obtained by subtracting the projected interstate percentage for originating and terminating access minutes from 100 (100 - projected interstate percentage = intrastate percentage) as the projected intrastate percentage of use.

REGULATIONS2.3 Obligations of the Customer (cont'd.)2.3.3 Jurisdictional Report Requirements (cont'd.)A) (cont'd.)

If the Customer has no originating traffic within the end office for which sufficient call detail exists to develop a PIU factor, and the Customer has not supplied a PIU factor on either the quarterly update report or the Access Service Request, the Company will designate a PIU factor of 75% for Feature Group B or Feature Group D terminating access minutes. For originating Toll Free access minutes, where the call detail is insufficient to determine the jurisdiction of the call, the Customer shall provide the Company with a projected PIU factor. If such a PIU has not been provided for Toll Free access minutes, the Company will designate the default PIU factor of 75%. This factor will be applied to the next billing cycle and continue until the Customer provides a PIU factor. When the Customer does provide the PIU factor, the Company will update the customer's PIU factors within fifteen (15) business days.

B) For purposes of developing the projected interstate percentage, the Customer shall consider every call that enters the Customer's network at a point within the same state as the state where the called station is located to be intrastate and every call that enters the Customer's network at a point in a state different from the state in which the called station is located to be interstate.

C) These whole number percentages will be used by the Company to apportion the use, rates, and/or nonrecurring charges between interstate and intrastate until a revised report is received.

REGULATIONS2.3 Obligations of the Customer (cont'd.)2.3.3 Jurisdictional Report Requirements (cont'd.)

- D) The projected interstate percentage of use will be used to determine the charges as follows:

The number of access minutes for a trunk group will be multiplied by the projected interstate percentage of use to determine the interstate access minutes (i.e., number of access minutes x projected interstate percentage of use = interstate access minutes). The number of interstate access minutes so determined will be subtracted from the total number of access minutes (i.e., number of access minutes - interstate access minutes = intrastate access minutes). The intrastate access minutes for the group will be billed as set forth in Section 5. following.

- E) Effective on the first of January, April, July and October of each year, the Customer may update the jurisdictional reports that require a projected interstate percentage. The Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate and intrastate use. Except as set forth in Section 2.3.3(A) preceding where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e., February, May, August, and November) for that service. No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentage to be the same as that provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentage to be the same as that provided in the order for service as set forth in Section 2.3.3(A) preceding.

REGULATIONS2.3 Obligations of the Customer (cont'd.)2.3.3 Jurisdictional Report Requirements (cont'd.)

- F) The Customer reported projected interstate percentage of use as set forth in Section 2.3.3(A) preceding will be used for the apportionment of any monthly rates or nonrecurring charges associated with Feature Groups B or D Switched Access Service until the end of the quarter during which the service was activated. Thereafter, a projected interstate percentage for such apportionment will be developed quarterly by the Company based on the data used to develop the projected interstate percentage of use as set forth in Section 2.3.3(A) preceding. Where call detail is insufficient to make such a determination, the Customer will be requested to project a interstate percentage of use to be used by the Company for such apportionment.
- G) The Customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within 30 calendar days of the Company request.
- H) The Customer may provide an additional percentage of interstate use for Entrance Facility and Direct Trunked Transport subject to the reporting requirements previously listed in this section. The percentage of interstate use may be provided per individual facility or at the billing account level. Should the Customer not provide a percentage of interstate use, the Company will use the reported Feature Group B or Feature Group D aggregated percentage of interstate use.

REGULATIONS2.4 Customer Equipment and Channels2.4.1 Interconnection of Facilities

- A) In order to protect the Company's facilities and personnel and the services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

2.4.2 Inspections

- A) The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.
- B) If the protective requirements in connections with Customer-provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

REGULATIONS2.5 Customer Deposits and Advance Payments2.5.1 Advance Payments

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

2.5.2 Deposits

- A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
- 1) three month's charges for a service or facility which has a minimum payment period of one month; or
 - 2) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- B) A deposit may be required in addition to an advance payment.

REGULATIONS

2.5 Customer Deposits and Advance Payments (cont'd.)

2.5.2 Deposits (cont'd.)

- C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.

- D) Deposits held will accrue interest at a rate specified by the Company without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

REGULATIONS2.6 Payment Arrangements2.6.1 Payment for Service

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

(A) Taxes, Surcharges and Government Fees

The Customer is responsible for payment of any fees (including franchise and right-of-way fees), charges, surcharges and taxes (however designated) (including without limitation sales, use, gross receipts, excise, access or other taxes but excluding taxes on the Company's net income) imposed by any local, state, or federal government on or based upon the provision, sale or use of Network Services. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those Customers receiving service within the boundaries of that subdivision.

2.6.2 Billing and Collection of Charges

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

- A) Non-recurring charges are due and payable within 30 days after the date of the invoice.
- B) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the date of the invoice. When billing is based upon customer usage, usage charges will be billed monthly for the preceding billing period.
- C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rate basis. For this purpose, every month is considered to have 30 days.

REGULATIONS2.6 Payment Arrangements (cont'd.)2.6.2 Billing and Collection of Charges (cont'd.)

- D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
- 1) a rate of 1.5 percent per month; or
 - 2) the highest interest rate which may be applied under state law for commercial transactions.
- F) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- G) If service is disconnected by the Company in accordance with Section 2.6.4 following and later reinstalled, service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.

REGULATIONS

2.6 Payment Arrangements (cont'd.)

2.6.3 Billing Disputes

A) General

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

B) Late Payment Charge

- 1) The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount under Section 3.6.2(E), preceding.
- 2) In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
- 3) In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

REGULATIONS

2.6 Payment Arrangements (cont'd.)

2.6.3 Billing Disputes (cont'd.)

C) Adjustments or Refunds to the Customer

- 1) In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
- 2) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
- 3) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
- 4) All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

REGULATIONS

2.6 Payment Arrangements (cont'd.)

2.6.3 Billing Disputes (cont'd.)

D) Unresolved Billing Disputes

- 1) In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has up to 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business) to request the Company to provide an in-depth review of the disputed amount.

- 2) If after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

Florida Public Service Commission
Communications Department
Gunter Building
2540 Shumard Oak Boulevard
Capital Circle Office Center
Tallahassee, Florida 32399-0850

REGULATIONS2.6 Payment Arrangements (cont'd.)2.6.4 Discontinuance of Service for Cause

- A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F) In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

REGULATIONS

2.6 Payment Arrangements (cont'd.)

2.6.4 Discontinuance of Service for Cause (cont'd.)

- G) Upon the Company's discontinuance of service to the Customer under Section 2.6.4(A) or 2.6.4(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

2.6.5 Notice to Company for Cancellation of Service

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

REGULATIONS2.6 Payment Arrangements (cont'd.)2.6.6 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved

Meet point billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth in Section 2.6.6 (A) following.

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

The Company will handle ordering, rating and billing of Access Services under this tariff where more than one Exchange Telephone Company is involved in the provision of Access Service as follows.

- A) For Feature Group B and/or D Switched Access Service, when service is jointly provided by more than one Exchange Telephone Company, the Customer must supply a copy of the order to each Exchange Telephone Company involved in providing the service.

Each Exchange Telephone Company will provide the portion of Local Transport to an interconnection point (IP) with another Exchange Telephone Company, and will bill the charges in accordance with its Access Service tariff for either Single Bill/Multiple Tariff arrangements or Multiple Bill/Multiple Tariff arrangements. For Single Bill/Single Tariff arrangements the Company will either bill the charges in accordance with its Access Service Tariff or agree to bill the Access Service charges of the interconnecting Exchange Telephone Company. The rate for the Transport elements will be determined as set forth in (B) following. All other appropriate charges in each Exchange Telephone Company tariff are applicable.

REGULATIONS

2.6 Payment Arrangements (cont'd.)

2.6.6 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (cont'd.)

B) The charge for the Local Transport Facility and Termination rate elements for services provided as set forth in Section 2.6.6(A) preceding are determined as follows:

1) Determine the appropriate Switched Access Local Transport mileage by computing the airline mileage between the two ends of the Local Transport Facility, as defined in 3.1.2(B) following. Determine the airline mileage for the Local Transport Facility charge using the V&H method as set forth in Section 2.10.2 following.

2) For Feature Groups B or D Switched Access Service, the Local Transport Facility and Termination charges are determined by using the steps set forth in (a) through (c) following for the total Local Transport-Common Switched Transport charges.

(a) Multiply:

The number of access minutes

by

the number of airline miles as determined in (1) preceding

by

the Company's appropriate Local Transport Facility per mile per access minute rate

by

the Company's billing percentage factor.

REGULATIONS

2.6 Payment Arrangements (cont'd.)

2.6.6 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (cont'd.)

B) (cont'd.)

2) (cont'd.)

(b) Multiply:

The number of access minutes
by

the Company's appropriate Local Transport Termination per minute rate. The resulting amount is the Company's total Local Transport Termination charge.

(c) Add:

The products of (a) and (b) for the Company's total Local Transport-Common Switched Transport charges.

REGULATIONS

2.6 Payment Arrangements (cont'd.)

2.6.6 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (cont'd.)

C) The charge for the Direct Trunked Transport-Facility Mileage rate element for services provided as set forth in Section 2.6.6(A) preceding is determined as follows:

- 1) Determine the appropriate Switched Access Direct Trunked Transport-Facility mileage by computing the airline mileage between the two ends of the Direct Trunked Transport-Facility. Determine the airline mileage for the Direct Trunked Transport-Facility charge using the V&H method as set forth in Section 2.10.2 following.
- 2) For Feature Groups B or D Switched Access Service, the Direct Trunked Transport-Facility Mileage charge is determined by using the procedure set forth below:

Multiply:

The number of access minutes

by

the number of airline miles as determined in (1) preceding

by

the Company's appropriate Direct Trunked Transport-Facility per mile per access minute rate

by

the Company's billing percentage factor.

REGULATIONS

2.6 Payment Arrangements (cont'd.)

2.6.6 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (cont'd.)

D) For Feature Groups B and D.

- 1) For originating or terminating access traffic at a company operated end office, the Residual Interconnection Charge is calculated by multiplying that rate times the number of originating and terminating access minutes that are switched at the end office.
- 2) For Entrance Facility equipment operated by the Company, the Entrance Facility and/or Multiplexing charge will apply.
- 3) The Billing Percentage (BP) is not applicable to the Residual Interconnection charge, Entrance Facility or Multiplexer.

REGULATIONS2.6 Payment Arrangements (cont'd.)2.6.6 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (cont'd.)

- E) The interconnection points will be determined by the Exchange Telephone Companies involved. The billing percentage (BP) factor for the Company for the service between the involved offices will be listed in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4, except as noted in 2.6.6(F) below.
- F) Until the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4 is revised to include the following meet points, the applicable billing percentage factors for Feature Group B or D Switched Access Service traffic between certain Company end offices and BellSouth Telecommunications, Inc. – Florida end offices are as set forth in MCI WORLDCOM Communications, Inc. Tariff F.C.C. No. 3.
- G) Should any changes be made to the meet point billing arrangements as set forth in Section 2.6.6(A) preceding, the Company will give affected Customers 30 days' notice.
- H) Should the Company act as an intermediate, non-terminating local exchange carrier, Local Transport Termination rates, as determined in Section 2.6.6(B) preceding, will not be applied to the meet point billing arrangement.

REGULATIONS2.6 Payment Arrangements (cont'd.)2.6.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fees shall be adjusted according to the term and conditions set forth in 3.1.1(C) following, Access Order Modifications.

2.6.8 Customer Overpayment

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.

REGULATIONS

2.7 Allowances for Interruptions in Service

2.7.1 General

- A) A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

REGULATIONS

2.7 Allowances for Interruptions in Service (cont'd.)

2.7.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- A) Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C) Due to circumstances or causes beyond the control of the Company;
- D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E) During any period in which the Customer continues to use the service on an impaired basis;
- F) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H) That was not reported to the Company within thirty (30) days of the date that service was affected.

REGULATIONS

2.7 Allowances for Interruptions in Service (cont'd.)

2.7.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.7.4 Application of Credits for Interruptions in Service

- A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rate basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B) For calculating credit allowances, every month is considered to have thirty (30) days.
- C) A credit allowance will be given for interruptions in service of 15 minutes or more. Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

REGULATIONS

2.7 Allowances for Interruptions in Services (cont'd.)

2.7.4 Application of Credits for Interruptions in Service (cont'd.)

D) Interruptions of 24 Hours or Less

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

REGULATIONS

2.7 Allowances for Interruptions in Service (cont'd.)

2.7.4 Application of Credits for Interruptions in Service (cont'd.)

- E) Continuous Interruption Over 24 Hours and Less Than 72 Hours.
Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each three-hour period or fraction thereof that occurs following the expiration of the initial 24-hour period. No more than one full day's credit will be allowed for any period of 24 hours.

- F) Interruptions Over 72 Hours.
Interruptions over 72 hours will be credited 2 days for each full 24-hour period that occurs following the expiration of the initial 72-hour period. No more than 30 days credit will be allowed for any one month period.

2.7.5 Cancellation For Service Interruption

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

REGULATIONS**2.8 Cancellation of Service/Termination Liability**

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.7.1), Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

2.8.1 Termination Liability

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

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

REGULATIONS

2.9 Customer Liability for Unauthorized Use of the Network

2.9.1 Unauthorized Use of the Network

- A) Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.

- B) The following activities constitute fraudulent use:
 - 1) Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;

 - 2) Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;

 - 3) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

REGULATIONS2.9 Customer Liability for Unauthorized Use of the Network (cont'd.)2.9.1 Unauthorized Use of the Network (cont'd.)

- C) Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

2.9.2 Liability for Unauthorized Use

- A) Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B) The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- C) The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

REGULATIONS2.10 Application of Rates

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

2.10.1 Charges Based on Duration of Use

Customer traffic to end offices will be measured (i.e., recorded or assumed) by the Company at end office switches or access tandem switches. Originating and terminating calls will be measured (i.e., recorded or assumed) by the Company to determine the basis for computing chargeable access minutes. In the event the Customer message detail is not available because the Company lost or damaged tapes or experienced recording system outages, the Company will estimate the volume of lost Customer access minutes of use based on previously known values.

For originating calls over Feature Group B or D, usage measurement begins when the originating Feature Group B or D switch receives the first wink supervisory signal forwarded from the Customer's point of termination.

The measurement of originating call usage ends when the originating Feature Group B or D switch receives disconnect supervision from either the originating end user's end office, indicating the originating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

For terminating calls over Feature Group B or D, the measurement of access minutes begins when the terminating Feature Group B or D switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered. For terminating calls over FGB and FGD Access Service, the measured minutes are chargeable access minutes. Where assumed minutes are used, the assumed minutes are the chargeable access minutes.

REGULATIONS

2.10 Application of Rates (cont'd.)

2.10.1 Charges Based on Duration of Use (cont'd.)

The measurement of terminating call usage over Feature Group B or D ends when the terminating Feature Group B or D switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

FGB and FGD access minutes or fractions thereof, the exact value of the fraction being a function of the switch technology where the measurement is made, are accumulated over the billing period for each end office, and are then rounded up to the nearest access minute for each end office.

REGULATIONS

2.10 Application of Rates (cont'd.)

2.10.2 Rates Based Upon Distance

Where the charges for service are specified based upon distance, the following rules apply:

- A) Distance between two points is measured as airline distance between the wire centers of the originating and terminating telephone lines. The wire center is a set of geographic coordinates, as referenced in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Except that, until the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4 is revised to include certain Company wire centers, the airline distance should be determined utilizing the "V" (vertical) and "H" (horizontal) coordinates as set forth in MCI WORLDCOM Communications, Inc. Tariff F.C.C. No. 3.

REGULATIONS2.10 Application of Rates (cont'd.)2.10.2 Rates Based Upon Distance (cont'd)

B) The airline distance between any two wire centers is determined as follows:

- 1) Obtain the "V" and "H" coordinates for each wire center from the above-referenced NECA tariff.
- 2) Compute the difference between the "V" coordinates of the two wire centers; and the difference between the two "H" coordinates.
- 3) Square each difference obtained in step (2) above.
- 4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3).
- 5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- 6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

7. FORMULA =
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

REGULATIONS

2.10 Application of Rates (cont'd.)

2.10.3 Mileage

The mileage to be used to determine the Local Transport Facility monthly rates are calculated on the airline distance between the end office switch where the call carried by Local Transport originates or terminates and the customer's serving wire center. The V&H coordinates method is used to determine mileage. This method is set forth in Section 2.10.2.

The Local Transport Facility mileage rates are shown in Section 5.1.3 in terms of per mile per access minute. To determine the rate to be billed, first compute the mileage. Should the calculation result in a fraction of a mile, always round up to the next whole mile before determining the mileage. Then multiply the mileage by the appropriate Local Transport Facility rate. The amount to be billed shall be the product of this calculation (i.e., the number of miles multiplied by the per mile rate) multiplied by the number of access minutes.

SERVICE AND RATE DESCRIPTIONS3.1 Access Services

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's premises and an end user's premises. It provides for the use of common terminating, switching and trunking facilities. Switched Access Service provides for the ability to originate calls from an end user's premises to a Customer's premises (or a collocated interconnection location), and to terminate calls from a Customer's premises (or a collocated interconnection location) to an end user's premises in the LATA where it is provided. Switched Access Service must be ordered separately for each LATA in which the customer desires to originate or terminate calls.

Switched Access Service is provided in the following service categories, which are differentiated by their technical characteristics and the manner in which an end user or Customer accesses them when originating or terminating calls.

FGB Access, which is available to all Customers, provides trunk side access to Company end office switches with an associated uniform 950-XXXX access code for the Customer's use in originating and terminating communications.

FGD Access, which is available to all Customers, provides trunk side access to Company end office switches with an associated uniform 10XXX or 101XXXX access codes for the Customer's use in originating and terminating communications. End users may also originate calls to a selected FGD Access Customer by dialing 1+NPA-NXX-XXXX when using the Company's presubscription service.

Toll Free Data Base Access Service, which is available to all Customers, provides trunk side access to Company end office switches in the originating direction only, for the Customer's use in originating calls dialed by an end user to telephone numbers beginning with the prefix "800" or "888".

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.1 Access Service Order

A) Ordering Access Service Types

An Access Service Order is used by the Company to provide a Customer Access Service. When placing an order for Access Service, the Customer shall provide, at a minimum, the following information:

1) For Feature Group B Switched Access Service:

(a) When direct routing to an end office is desired, the Customer shall specify:

- the number of trunks,
- the end office
- and
- the Local Transport and Local Switching options desired.

(b) When end office routing via an access tandem switch operated by another Exchange Telephone Company is desired, the Customer shall specify:

- the number of trunks,
- the access tandem switch,
- the Local Transport and Local Switching options desired, and
- an estimate of the amount of traffic to be generated to and/or from each Company end office subtending another Exchange Telephone Company's access tandem.

In addition, the Customer shall also specify for terminating only access, whether the trunks are to be arranged in trunk group arrangements or provided as single trunks.

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.1 Access Service Order (cont'd.)

A) Ordering Access Service Types (cont'd.)

- 2) For Feature Group D Switched Access Service, the Customer shall specify the number of busy hour minutes of capacity (BHMC) from the Customer's premises to the end office by traffic type. This information is used to determine the number of transmission paths. The Customer shall also specify the Local Transport and Local Switching options. When FGD is ordered by specifying the number of trunks and direct routing to an end office is desired, the customer shall specify:

- the end office and
- the Local Transport and Local Switching options desired.

When FGD is ordered by specifying the number of trunks and end office routing via an access tandem operated by another Exchange Telephone Company is desired, the customer shall specify:

- the access tandem,
- the Local Transport and Local Switching options desired, and
- an estimate of the amount of traffic to be generated to and/or from each Company end office subtending another Exchange Telephone Company's access tandem.

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.1 Access Service Order (cont'd.)

A) Ordering Access Service Types (cont'd.)

2) (cont'd.)

In addition, for Feature Group D with the SS7 signaling option, the Customer shall specify the switching point codes and trunk circuit identification codes for trunks with the SS7 signaling option, and the STP point codes, signaling link codes and link type for each Common Channel Signaling Access (CCSA) connection ordered.

When a Customer orders FGD in trunks, the Customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

3) For Toll Free Data Base Access Service, the Customer shall order the service in accordance with the preceding provisions set forth for Feature Group D. If the Customer desires any of the optional features available with Toll Free Data Base Service, the Customer shall so specify on the order for service.

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.1 Access Service Order (cont'd.)

B) Access Order Service Date Intervals

Access Service is provided with one of the following Service Date Intervals:

- Standard Interval
- Negotiated Interval
- Advance Order Interval

1) Standard Interval

A schedule of Standard Intervals applicable for Switched Access Services and is as follows:

<u>Trunk Groups</u>	<u>Standard Interval</u>
1 to 4 Trunks	28 Days
5 to 24 Trunks	30 Days

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.1 Access Service Order (cont'd.)

B) Access Order Service Date Intervals (cont'd.)

2) Negotiated Interval

The Company will negotiate a service date interval with the Customer when:

- (a) There is no Standard Interval for the service, or;
- (b) The quantity of Access Services orders exceeds the quantities specified in the Standard Intervals, or;
- (c) The Customer requests a service date beyond the applicable Standard Interval service date except as set forth in (C) following.

The Company will offer a service date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval service date, or, when there is no Standard Interval, the Company offered service date. All services for which rates are applied on an individual case basis are provided with a Negotiated Interval.

SERVICE AND RATE DESCRIPTIONS3.1 Access Services (cont'd.)3.1.1 Access Service Order (cont'd.)B) Access Order Service Date Intervals (cont'd.)2) Negotiated Interval (cont'd.)

Common Channel Signaling Access (CCSA) links will be provided on a Negotiated Interval. New or existing FGD trunks ordered with the SS7 signaling option will be provided on a Negotiated Interval.

The addition and/or deletion of a Toll Free Access Service six digit customer identification NXX is provided with a Negotiated Interval. The addition of a Toll Free Access Service ten digit customer identification record to the Toll Free Access Service data base or the deletion of a Toll Free Access Service ten digit customer identification record from the Toll Free Access Service data base is provided with a Negotiated Interval.

	<u>Maximum Interval</u>
Initial establishment of service where Customer is:	
- Not yet provided with any Trunk Group service in the LATA	6 months
- Provided Trunk Group service in the LATA	90 Days

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.1 Access Service Order (cont'd.)

B) Access Order Service Date Intervals (cont'd.)

3) Advance Order Interval

When placing an Access Order, a Customer may request an Advance Order Interval for a service date of 12 to 24 months from the Application Date for the following services:

- A minimum of 24 voice grade equivalent Switched Access Service lines or trunks or 720 BHMCs

Orders for less than the minimum quantities will be accommodated under Standard or Negotiated Interval provisions.

Advance Order Interval Access Orders are subject to all ordering conditions of Standard and Negotiated Interval Access Orders except for the following:

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.1 Access Service Order (cont'd.)

B) Access Order Service Date Intervals (cont'd.)

3) Advance Order Interval (cont'd.)

(a) Advance Payment

A nonrefundable Advance Payment will be calculated as follows:

Advance Payment (Nonrefundable)	The minimum monthly charge for the minimum period plus the applicable Nonrecurring Charges for the services ordered.
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This Advance Payment is due 10 working days from the date the Company confirms acceptance of the order, or on the Application Date, whichever date is the later date. If the Advance Payment is not received by such payment date, the order will be cancelled.

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.1 Access Service Order (cont'd.)

B) Access Order Service Date Intervals (cont'd.)

3) Advance Order Interval (cont'd.)

(a) Advance Payment (cont'd.)

When the Access Services are connected on the service date, the Advance Payment will be applied, as a credit, to the Customer's billed service charges. When there has been a decrease in the number of services originally ordered, as set forth in (2) following, only the portion of the Advance Payment for services actually installed will be credited.

(b) Cancellation or Partial Cancellation of an Advance Order Interval Access Order

When the Customer cancels an Access Order, the order will be withdrawn. The Advance Payment will not be credited or refunded.

Any decrease in the number of ordered Access Services will be treated as a partial cancellation, and the portion of the Advance Payment for the services cancelled will not be credited or refunded.

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.1 Access Service Order (cont'd.)

C) Access Order Modifications

The Customer may request a modification of its Access Order at any time prior to notification by the Company that service is available for the Customer's use or prior to the service date, whichever is later.

Any increase in the number of Switched Access Service lines, trunks or busy hour minutes of capacity or CCSA signaling connections will be treated as a new Access Order (for the increased amount only).

1) Service Date Change Charge

Access Order service dates for the installation of new services or rearrangements of existing services may be changed, but the new service date may not exceed the original service date by more than 30 calendar days. When, for any reason, the Customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. If the Customer requested service date is more than 30 calendar days after the original service date, the order will be cancelled by the Company and reissued with the appropriate cancellation charges applied.

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.1 Access Service Order (cont'd.)

C) Access Order Modifications (cont'd.)

1) Service Date Change Charge (cont'd.)

A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The applicable charge is found in Section 5.1.1.

2) Partial Cancellation Charge

Any decrease in the number of ordered Switched Access Service lines, trunks or busy hour minutes of capacity ordered with a Standard or Negotiated Interval Access Order will be treated as a partial cancellation and the charges as set forth in Section 3.1.1(C) following will apply. Partial cancellation charges do not apply to Advance Order Interval Access Orders.

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.1 Access Service Order (cont'd.)

C) Access Order Modifications (cont'd.)

3) Design Change Charge

The Customer may request a design change to the service ordered. A design change is any change to an Access Order which requires engineering review. Design changes do not include a change of customer premises, end user premises, end office switch, Feature Group type except for changes to Feature Group D. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

The Design Change Charge will apply on a per order per occurrence basis, for each order requiring a design change. The applicable charge is found in Section 5.1.1.

If a change of service date is required, the Service Date Change Charge will also apply.

SERVICE AND RATE DESCRIPTIONS3.1 Access Services (cont'd.)3.1.1 Access Service Order (cont'd.)C) Access Order Modifications (cont'd.)4) Expedited Order Charge

When placing an Access Order for service(s) for which Standard Intervals exist, a Customer may request a service date that is prior to the Standard Interval service date. A Customer may also request an earlier service date on a pending Standard, Negotiated or Advance Order Interval Access Order. If the Company agrees to provide service on an expedited basis, an Expedited Order Charge will apply.

If the Company receives a request for an expedited service date at the time a Standard Interval Access Order is placed, the Expedited Order Charge is calculated by summing all the nonrecurring charges associated with the order and then dividing this total by the number of days in the Standard Interval. The charge is then applied on a per day of improvement basis, per order, but in no event shall the charge exceed fifty percent of the total nonrecurring charges associated with the Access Order.

SERVICE AND RATE DESCRIPTIONS3.1 Access Services (cont'd.)3.1.1 Access Service Order (cont'd.)D) Cancellation of an Access Order

- 1) A Customer may cancel an Access Order for the installation of service at any time prior to notification by the Company that services available for the Customer's use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be cancelled. The verbal notice must be followed by written confirmation within 10 days. If a Customer or a Customer's end user is unable to accept Access Service within 30 calendar days after the original service date, the Customer has the choice of the following options:

- The Access Order shall be cancelled and charges set forth in (2) following will apply, or
- Billing for the service will commence.

If no cancellation request is received within the specified 30 calendar days, billing for the service will commence. In any event, the cancellation date or the date billing is to commence, as applicable, shall be the 31st day beyond the original service date of the Access Order.

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.1 Access Service Order (cont'd.)

D) Cancellation of an Access Order (cont'd.)

- 2) When a Customer cancels a Standard or Negotiated Interval Access Order for the installation of service, a Cancellation Charge will apply as follows:
 - (a) When the Customer cancels an Access Order, a charge equal to the estimated provisioning costs incurred at a particular date for the service ordered by the Company shall apply.
 - (b) If the Company misses a service date for a Standard or Negotiated Interval Access Order by more than 30 days, due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotions, the Customer may cancel the Access Order without incurring cancellation charges.

SERVICE AND RATE DESCRIPTIONS3.1 Access Services (cont'd.)3.1.1 Access Service Order (cont'd.)E) Minimum Period

- 1) The minimum period for which Access Service is provided and for which charges are applicable, is one month.
- 2) The following changes will be treated as a discontinuance of the existing service and an installation of a new service. All associated nonrecurring charges will apply for the new service.

The changes listed below are those which will be treated as a discontinuance and installation of service and for which a new minimum period will be established.

- (a) A move to a different building.
- (b) A change in type of service.
- (c) A change in Switched Access Service Interface Group.
- (d) Change in Switched Access Service traffic type.
- (e) A change in STP Access link.
- (f) A change in STP Port.
- (g) Change in Company-provided Switched Access Service to a Collocated Interconnection arrangement or vice versa.
- (h) Change to an existing Feature Group D Service to include the provision of 64 kbps Clear Channel Capability.

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.1 Access Service Order (cont'd.)

F) Minimum Period Charges

When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period.

The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is equal to the applicable minimum monthly charge for the capacity.

All applicable nonrecurring charges for the service will be billed in addition to the Minimum Period Charge.

G) Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service). Types of nonrecurring charges that apply for Switched Access Service are: installation of service and service rearrangements.

SERVICE AND RATE DESCRIPTIONS3.1 Access Services (cont'd.)3.1.1 Access Service Order (cont'd.)G) Nonrecurring Charges (cont'd)1) Installation of Service

Nonrecurring charges apply to each Switched Access Service installed. For Switched Services ordered on a per trunk basis, the charge is applied per trunk or out of band signaling connection. For Switched Services ordered on a busy hour minutes of capacity basis, the charge is also applied on a per trunk basis but the charge applies only when the capacity ordered requires the installation of an additional trunk(s). In addition, nonrecurring charges apply when an out of band signaling connection is installed for use with FGD.

2) Service Rearrangements

All changes to existing services other than changes involving administrative activities only will be treated as a discontinuance of the existing service and an installation of a new service. The nonrecurring charge described in (1) preceding will apply for this work activity. Moves that change the physical location of the point of termination are described below.

(a) Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity affected. There will be no change in the minimum period requirements.

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.1 Access Service Order (cont'd.)

G) Nonrecurring Charges (cont'd)

2) Service Rearrangements (cont'd)

(b) Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

H) Network Blocking Charge

The Customer will be notified by the Company to increase its capability (busy hour minutes of capacity or quantities of trunks) when excessive trunk group blocking occurs on groups carrying Feature Group D traffic and the measured access minutes for that hour exceed the capacity purchased.

If the order for additional capacity has not been received by the Company within 15 days of the notification, the Company will bill the Customer, at the rate set forth in 5.1.3(E) following, for each overflow in excess of ordered capacity.

SERVICE AND RATE DESCRIPTIONS3.1 Access Services (cont'd.)3.1.2 Standard Rate Categories

The following rate categories apply to all forms of Switched Access Service, except as stated in 3.1.3:

- Carrier Common Line
- Local Transport
- End Office

A) Carrier Common Line

The Carrier Common Line rate category provides for the use of Company common lines by Customers for access to end users to furnish Customer intrastate communications. Carrier Common Line is provided where the Customer obtains Company provided Switched Access Service.

1) Limitations

- (a) A telephone number is not provided with Carrier Common Line.
- (b) Detail billing is not provided for Carrier Common Line.
- (c) Directory listings are not included in the rates and charges for Carrier Common Line.

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.2 Standard Rate Categories (cont'd.)

A) Carrier Common Line (cont'd.)

1) Limitations (cont'd.)

- (d) Intercept arrangements are not included in the rates and charges for Carrier Common Line.
- (e) All trunk side connections provided in the same combined access group will be limited to the same features and operating characteristics.

2) Undertaking of the Telephone Company

Where the Customer is provided with Switched Access Service under this tariff, the Company will provide the use of Company common lines by a Customer for access to end users at rates and charges as set forth in Section 5.1.2 following.

3) Obligations of the Customer

- (a) The Customer facilities at the premises of the ordering Customer shall provide the necessary on-hook and off-hook supervision.
- (b) All Switched Access Service provided to the Customer will be subject to Carrier Common Line charges, excluding the Common Channel Signaling Access exemption.

SERVICE AND RATE DESCRIPTIONS3.1 Access Services (cont'd.)3.1.2 Standard Rate Categories (cont'd.)A) Carrier Common Line (cont'd.)4) Common Channel Signaling Access Exemption

The Common Channel Signaling Access Signal Transfer Point (STP) Port Termination charge, as set forth in Section 5.1.3(F) following, is not subject to a Carrier Common Line charge.

5) Rate Regulations

- (a) The Carrier Common Line charges will be billed per access minute to each Switched Access Service Customer.
- (b) When the Customer reports interstate and intrastate use of Switched Access Service, the Carrier Common Line charges will be billed only to intrastate interLATA and/or intraLATA Switched Access Service access minutes based on the data reported by the Customer set forth in Section 2.3.3 preceding.

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.2 Standard Rate Categories (cont'd.)

B) Local Transport

The Local Transport rate category provides for transmission facilities between the Customer's premises or collocated interconnection location and the Company's end office switch(es) where the Customer's traffic is switched to originate or terminate its communications.

Charges for Local Transport service are computed in accordance with Section 2.6.6 preceding (Ordering, Rating, and Billing of Access Services Where More Than One Exchange Telephone Company Is Involved). For purposes of determining Local Transport Mileage, distance will be measured from the wire center that normally serves the Customer's premises to the end office switch(es).

The following paragraphs describe the Local Transport rate elements.

Local Transport - Entrance Facility
 Direct-Trunked Transport
 Common Switched Transport
 Interconnection Charge

SERVICE AND RATE DESCRIPTIONS3.1 Access Services (cont'd.)3.1.2 Standard Rate Categories (cont'd.)B) Local Transport (cont'd.)1) Entrance Facility

The Entrance Facility provides for that communication path between a Customer's premises and the Company service wire center (SWC) of that premises for the sole use of the Customer. The Entrance Facility category is comprised of DS1 and DS3 rates. An Entrance Facility is required whether the Customer's premises and the SWC are located in the same or different buildings.

2) Direct-Trunked Transport

The Direct-Trunked Transport provides the transmission path from the serving wire center (SWC) of the Customer's premises to an end office or as an option from the SWC to a tandem. This transmission path is dedicated to the use of a single Customer.

The Direct-Trunked Transport rate category is comprised of a monthly fixed rate and a monthly per mile rate based on the facility provided. The fixed rate provides the circuit equipment at the ends of the transmission links. The per mile rate provides the transmission facilities, including intermediate transmission circuit equipment, between the end points of the circuit. The Direct-Trunked Transport rate is the sum of the fixed rate and the per mile rate. For purposes of determining the per mile rate, mileage shall be measured as airline mileage between the serving wire center of the Customer's premises and the end office or directly to the access tandem using the V&H coordinates method.

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.2 Standard Rate Categories (cont'd.)

B) Local Transport (cont'd.)

3) Common Switched Transport

Common Switched Transport is comprised of two rate elements. The two rate elements are as follows:

- (a) The Local Transport Termination rate provides for that portion of the voice frequency transmission path at the end office and at the Customer's premises.
- (b) The Local Transport Facility rate provides for that portion of the voice frequency transmission path between the end office and at the Customer's premises.

4) Interconnection Charge

The Interconnection Charge provides for interconnection with the Company's Switch Access network. This rate element will be applied to all Switched Access minutes of use that originate or terminate at a Company end office.

SERVICE AND RATE DESCRIPTIONS3.1 Access Services (cont'd.)3.1.2 Standard Rate Categories (cont'd.)B) Local Transport (cont'd.)5) Common Channel Signaling Access

Common Channel Signaling Access (CCSA) is comprised of a Signal Transfer Point (STP) Link and a dedicated STP Port. The STP Link provides the connection from the customer designated premises to the Company's STP. The STP Port provides the Customer access to the Company's SS7 network. The STP Links and STP Port are dedicated to the Customer.

6) Interface Groups

The Interface Group is provided for terminating the Local Transport at the Customer's premises. The Interface Group provides a specified premises Interface. Where transmission facilities permit, the individual transmission path between the Customer's premises and the first point of switching may at the option of the Customer be provided with optional features.

Interface Group 1 provides a transmission path between the point of termination at the Customer designated premises and the customer's serving wire center may be comprised of any form or configuration of plant capable of and typically used in the telecommunication industry for the transmission of voice and associated telephone signals within the frequency bandwidth of 300 to 3000 Hz.

SERVICE AND RATE DESCRIPTIONS3.1 Access Services (cont'd.)3.1.2 Standard Rate Categories (cont'd.)C) End Office

The End Office rate category provides the local end office switching and end user termination functions necessary to complete the transmission of Switched Access communications to and from the end users served by the Company's end office. The End Office rate category consists of the Local Switching rate and Information Surcharge elements.

1) Local Switching

The Local Switching rate element provides for: a) the use of end office switching equipment; b) the terminations for the end user common lines terminating in the local end office; and c) the termination of a call at a Company Intercept operator or recording. The operator or recording tells a caller why a call, as dialed, could not be completed, and if possible, provides the correct number. Intercept rates are assessed to a Customer based on the total number of access minutes.

2) Information Surcharge

The Information Surcharge is a charge to recover costs that are incurred in the provision of interstate Directory Assistance Service. The Information Surcharge is assessed to the Customer based on the total number of access minutes. The rate is set forth in Section 5.1.4(B).

SERVICE AND RATE DESCRIPTIONS3.1 Access Services (cont'd.)3.1.3 Other Rate CategoriesA) Toll Free Data Base Access Service

Toll Free Data Base Access Service is a service offering utilizing originating trunk side Switched Access Service. The service provides for the forwarding of end user dialed Toll Free calls to a Company Service Switching Point which will initiate a query to the database to perform the Customer identification and delivery function. The call is forwarded to the appropriate Customer based on the dialed Toll Free number. Toll Free Data Base Access Service is comprised of the following elements:

1) Customer Identification Charge

The Toll Free Data Base Access Service Customer Identification Charge applies for the identification and delivery of the appropriate Customer. The charge is assessed to the Customer on a per query and per minute of use basis and may include an area of service which may range from a single NPA/NXX to an area consisting of all LATAs and NPAs in the State of Florida. The Toll Free Carrier identification Charge is set forth in 5.1.5 (A). The per minute of use charges can be found with the Local Transport and Local Switching rates (Section 5.1.3 and 5.1.4).

SERVICE AND RATE DESCRIPTIONS3.1 Access Services (cont'd.)3.1.3 Other Rate Categories (cont'd.)A) Toll Free Data Base Access Service (cont'd.)2) POTS Translation Charge

The POTS Translation provides the option of having the ten digit POTS number NPA+NXX-XXXX delivered instead of the Toll Free dialed number (e.g., 800+NXX-XXXX) delivered to the service provider.

A POTS Translation Charge is assessed per call and per minute, in addition to the Toll Free Carrier Identification Charge as set forth in Section 5.1.5 (B). The per minute of use charges can be found with the Local Transport and Local Switching rates (Section 5.1.3 and 5.1.4).

3) Call Handling & Destination Feature Charge

The Toll Free Call Handling and Destination Features Package, available only with the Toll Free Data Base Access Service, provides feature functionality in addition to basic query. The feature package may include various destination options such as carrier selection, time of day routing, day of week routing, specific date routing, geographic routing, routing based on percent of allocation, and emergency routing profiles.

A Call Handling and Destination Feature Charge is assessed on a per-query basis, in addition to the Customer Identification Charge and the POTS Translation Charge as set forth in Section 5.1.5 (C).

SERVICE AND RATE DESCRIPTIONS3.2 Miscellaneous Services3.2.1 PresubscriptionA) InterLATA

- 1) InterLATA Presubscription is an arrangement whereby an end user may select and designate to the Company an interexchange carrier (IC) to access, without an access code, for intrastate interLATA calls and interstate interLATA calls subject to the Company's FCC Access Tariff. This IC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select as its PIC the Company, or any other IC that orders originating Feature Group D Switched Access Service at the end office that serves the end user. After the end user's initial selection of a predesignated IC, for any additional change in selection, a non-recurring charge, as set forth in Section 5.2.1, applies.
- 2) At the request of a new or existing end user served by a Feature Group D end office, the Company will provide a list of ICs the end user may select as its PIC. At no additional charge for the initial selection, the customer may choose either of the following options.
 - Designate an IC as a PIC and dial 10XXX or 101XXXX to reach other ICs.
 - Designate that they do not want to be presubscribed to any IC and choose to dial 10XXX or 101XXXX for all calls to all ICs.

New end users subscribing to the Company's Exchange Access Service which do not specify a PIC will default to the Company as their initial PIC selection. Subsequent to the installation of Exchange Access Service, and after the end user's initial selection of a PIC, for any additional change in selection, a nonrecurring charge as set forth in Section 5.2.1, applies. This charge is billed to the end user which is the subscriber to the Exchange Access Service, or upon request by the selected IC, billed to the IC on behalf of the end user.

SERVICE AND RATE DESCRIPTIONS

3.2 Miscellaneous Services (cont'd.)

3.2.1 Presubscription (cont'd.)

B) IntraLATA (cont'd.)

2) (cont'd.)

- Customers who have designated MCI WORLDCOM Communications, Inc. or another qualified carrier as their ILP PIC, may select a different carrier to carry particular qualifying calls, either by dialing 10XXX/101XXXX or other necessary carrier access codes to reach the carrier of choice.
- A customer entitled to select the ILP PIC may choose at any time, by oral or written notice to the Company, to "freeze" the ILP PIC. A frozen ILP PIC cannot be changed unless the customer removes the freeze. A freeze on the ILP PIC may be removed at any time by oral or written request from the customer.

3) The Company will follow the interim ILP procedures described below during the ILP transition period following availability in the exchange.

- Customers will be provided a list of participating ILP carriers upon request. Customers desiring additional information on participating ILP carriers, will be provided with the carriers telephone number (if provided by the carrier).

SERVICE AND RATE DESCRIPTIONS

3.2 Miscellaneous Services (cont'd.)

3.2.1 Presubscription (cont'd.)

B) IntraLATA (cont'd.)

- 4) MCI WORLDCOM Communications, Inc. will investigate claims from customers that a carrier submitted an ILP PIC change request without appropriate authorization from the customer. The Company will investigate and attempt to resolve any claims made to the Company that the Company has made itself the ILP PIC for a line without proper authority.
- 5) A customer will be billed a nonrecurring charge for ILP PIC changed, except as set forth below:
 - There will be no charge for an initial ILP PIC change made in each exchange for ninety (90) days following the availability of ILP in the exchange.
 - Subsequent to the ninety (90) days Transition Period, there will be no charge for an initial ILP PIC change made by new service customers during the first thirty (30) days following the availability of ILP in the exchange.
 - The nonrecurring charge for an ILP PIC change is set forth in Section 5.2.1 following.

SERVICE AND RATE DESCRIPTIONS

3.2 Miscellaneous Services (cont'd.)

3.2.2 Unauthorized PIC Change

If an IC requests a Primary Interexchange Carrier (PIC) change on behalf of a billed party (e.g., an end user), and the billed party subsequently denies requesting the change, and the IC is unable to substantiate the change with a letter of authorization signed by the billed party; then:

- The billed party will be reassigned to their previously selected IC. No charge will apply to the billed party for this reassignment.
- The Unauthorized Presubscription Change Charge as set forth in Section 5.2.1(B) will apply to the IC that requested the unauthorized PIC change. This charge is applied in addition to the PIC change charge set forth in Section 5.2.1(A) following.

BILLING AND COLLECTION SERVICES

4.1 Billing Name and Address Service

Billing Name and Address (BNA) Service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number associated with a local service subscriber of the Company.

BNA Service is provided for the sole purpose of permitting the customer to bill its telephone communications service to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

The customer may not use BNA information to bill for merchandise, gift certificates, catalogs or other services or products.

BNA Service, which allows customers to submit the end user's ten-digit Automatic Number Identification (ANI) for returned end user BNA, is provided on a manual basis. On a manual basis, the BNA information may be requested by a written request (i.e., U.S. mail or facsimile), or by e-mail request. The Company, upon receipt of the customer's request, will process the ANI. If the BNA information is available within the Company's billing records, the Company will produce a report of the associated BNA information in paper.

BNA information is furnished for 10XXX or 101XXXX dialing, collect, bill to third number and messages charged to a LEC joint-use calling card that is resident in the Company's data base.

BILLING AND COLLECTION SERVICES

4.1 Billing Name and Address Service (cont'd.)

4.1.1 Undertaking of The Company

- A) The Company will respond within ten (10) business days of receipt of a customer's manual request for end user BNA information.
- B) Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.
- C) The Company shall use reasonable efforts to provide accurate and complete BNA information. The company makes no warranties, expressed or implied, as to the accuracy or completeness of this BNA information.

BILLING AND COLLECTION SERVICES

4.1 Billing Name and Address Service (cont'd.)

4.1.2 Obligations of the Customer

- A) With each order for BNA Service, the customer shall identify the authorized individual and address to receive the BNA information.
- B) The customer shall institute adequate internal procedures to insure that BNA information, including that related to "confidential" non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those customer personnel or agents with a need to know the information.
- C) The customer shall not publicize or represent to others that the Company jointly participates with the customer in the development of the customer's end user records, accounts, data bases or market data, records, files and data bases or other systems it assembles through the use of BNA Service.
- D) When the customer orders BNA Service for both interstate and intrastate messages, the Jurisdictional Reporting Requirements listed in Section 2.3.3 will be applicable.

BILLING AND COLLECTION SERVICES

4.1 Billing Name and Address Service (cont'd.)

4.1.3 Rate Regulations

This section contains the specific regulations governing the rates and charges that apply for BNA Service. Specific rates and charges are set forth in Section 5.3.1.

The Service Establishment Charge and Record Transmission Charge apply to BNA Service. The Record Transmission Charge is a usage rate which applies on a per message (ANI) basis. The Record Transmission Charges are accumulated over a monthly period. The Company will keep a count of the records (ANI's) transmitted and report pages processed. The Company will bill the customer in accordance with these counts whether or not the Company was able to provide BNA information for all BNA records. For billing purposes, each month is considered to have 30 days. When a customer cancels an order for BNA Service after the order date, the Service Establishment Charge (if applicable) and the Record Transmission Charge will apply.

BILLING AND COLLECTION SERVICES

4.1 Billing Name and Address Service (cont'd.)

4.1.3 Rate Regulations (cont'd.)

A) Service Establishment Charge

The BNA Service Establishment Charge applies for the initial establishment of BNA Service.

B) Media Charge

A Media charge is a usage rate which applies to each report page distributed to the customer.

RATES5.1 Access Service5.1.1 Service OrdersNonrecurring
Charge

A) Service Implementation

1)	Installation Charge -Per trunk	\$ 35.00
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2)	Access Order Charge -Per Access Request	\$105.00
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3)	Engineering Charge -Per 1-24 Trunks	\$ 80.00
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B)	Service Date Change -Per Access Order	\$ 25.00
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C)	Design Change -Per Access Order	\$ 25.00
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5.1.2 Carrier Common LinePer Access Minute

A)	Originating	\$ 0.0100000
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B)	Terminating	\$ 0.0176700
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RATES

5.1 Access Service (cont'd.)

5.1.3 Local Transport

A) Entrance Facility

		<u>Monthly</u>	<u>Nonrecurring</u>
1)	DS1:	\$133.81	
	-First		\$866.97
	-Add'l		\$486.83
2)	DS3:		
	-Basic	\$2,100.00	
	-First		\$870.50
	-Add'l		\$427.88

B) Common Switched Transport

		<u>Per Access Minute</u>
1)	Local Transport Termination	\$0.00036
2)	Local Transport Facility (per mile)	\$0.00004

RATES5.1 Access Service (cont'd.)5.1.3 Local TransportC) Direct Trunked Transport

	<u>Monthly</u>	<u>Non-Recurring</u>
1) DS1:		
-Per Mile	\$16.75	n/a
-Termination	\$59.75	\$100.49
2) DS3:		
-Per Mile	\$175.00	n/a
-Termination	\$1,200.00	\$67.19
3) Rearrangement:	<u>Non-Recurring Rate</u>	
	<u>First</u>	<u>Add'l</u>
-DS1	\$866.97	\$486.83
-DS3	\$870.50	\$427.88

D) Interconnection Charge

Per Access Minute
\$ 0.000000

E) Installation

	<u>Non-Recurring Rate</u>	
	<u>First</u>	<u>Add'l</u>
-Per Trunk	\$915.00	\$263.00
-Per Line	\$285.00	\$263.00

F) Point Code Establishment or Change

	<u>Non-Recurring Rate</u>	
	<u>First</u>	<u>Add'l</u>
-Per Originating Point Code Established or Changed	\$40.00	\$8.00
-Per Destination Point Code Established or Changed	\$ 8.00	\$8.00

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EFFECTIVE: September 28, 1999

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RATES

5.1 Access Service (cont'd.)

5.1.3 Local Transport (cont'd.)

G)	<u>Network Blocking Charge 1/</u>	<u>Per Call Blocked</u>	
	-Per Call Blocked	\$0.0080	
H)	<u>Common Channel Signaling Access</u>	<u>Monthly</u>	<u>Nonrecurring</u>
1)	STP Port Termination Per Port	\$355.00	\$0.00
2)	STP Link Transport:		
	-Per Mile	\$0.00	\$0.00
	-Fixed	\$0.00	\$0.00
3)	STP Link Termination Per Link	\$155.00	\$510.00

1/ Applies to FGD only.

RATES

5.1 Access Service (cont'd.)

5.1.3 Local Transport (cont'd.)

I) Non-chargeable Optional Features

1) Supervisory Signaling

DX Supervisory Signaling arrangement
-Per Transmission Path

SF Supervisory Signaling arrangement
-Per Transmission Path

E&M Type I Supervisory Signaling arrangement
-Per Transmission Path

E&M Type II Supervisory Signaling arrangement
-Per Transmission Path

E&M Type III Supervisory Signaling arrangement
(available with FGD)
-Per Transmission Path

2) Customer specification of the receive
transmission level at the first point
of switching within a range acceptable
to the Company
(available with FGB)
-Per Transmission Path

RATES

5.1 Access Service (cont'd.)

5.1.3 Local Transport (cont'd.)

l) Non-chargeable Optional Features (cont'd.)

- 3) Customer specification of Local Transport Termination
Four-wire termination in lieu of two-wire termination
(available with FGB)
-Per Transmission Path
- 4) Signaling System 7
-Per signaling connection arranged
- 5) 64 kbps Clear Channel Capability
-Per Transmission Path

RATES

5.1 Access Service (cont'd.)

5.1.4 End Office

A) Local Switching

Per Access Minute

\$0.008760

B) Information Surcharge

Per Access Minute

\$0.00000

RATES

5.1 Access Service (cont'd.)

5.1.4 End Office (cont'd.)

C) Common Switching Non-Chargeable Optional Features

Up to seven Digit Outpulsing of Access
Digits to Customer
(available with FGB)
-Per Transmission Path Group

Service Class Routing
(available with FGD)
-Per Transmission Path Group

Alternate Traffic Routing
(available with FGD)
-Per Transmission Path Group

International Carrier Option
(available with FGD)
-Per End Office and Access Tandem

SS7 Signaling Option
-Calling Party Number
(available with FGD)

-Carrier Selection Parameter
(available with FGD)

RATES

5.1 Access Service (cont'd.)

5.1.4 End Office (cont'd.)

D) Trunk Side Transport Termination Non-Chargeable Options

Standard Trunk for Originating,
Terminating or Two-Way Operation
(available with FGB and FGD)

Rotary Dial Station Signaling Trunk
(available with FGB)

Operator Trunk, Full Feature Arrangement
(available with FGD)

Operator Trunk, Assist Feature
(available with FGD)

E) Non-Chargeable SS7 Signaling Option

Calling Party Number
(available with FGD)

Charge Number
(available with FGD)

Carrier Selection Parameter
(available with FGD)

Access Transport Parameter
(available with FGD)

RATES

5.1 Access Services (cont'd.)

5.1.5 Toll Free Data Base Access Service

	<u>Rate</u>
A) Customer Identification Charge Per Query	\$0.00400
B) POTS Translation Charge Per Query	\$0.00450
C) Call Handling & Destination Feature Charge Per Query	\$0.00450

RATES

5.2 Miscellaneous Services

5.2.1 Presubscription

	<u>Non-Recurring Charge</u>
A) <u>Authorized PIC Change</u>	
-Per Telephone Exchange Service Line or Trunk	\$ 5.00
B) <u>Unauthorized PIC Change</u>	
-Per Telephone Exchange Service Line or Trunk	\$30.00

RATES

5.3 Billing and Collection Services

5.3.1 Billing Name and Address Service

	<u>Recurring Charge</u>
Service Establishment Charge	\$1,595.55
Record Transmission Charge -Per 10-Digit ANI Message	\$0.95
Media Charge Option	\$0.00

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