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ORIGINAL

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April 28, 2000

VIA OVERNIGHT MAIL

DIVISION OF
REGISTRATION
2000

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

000519 - TX

**Re: Application of WorkNet Communications Inc. for Authority to
Provide Alternative Local Exchange Telecommunications Services
Within the State of Florida**

Dear Ms. Bayo:

Enclosed for filing on behalf of WorkNet Communications Inc. ("WorkNet" or "Applicant") please find an original and seven (7) copies of WorkNet's application for authority to provide alternative local exchange telecommunications services within the State of Florida. Also enclosed is a check in the amount of \$250.00 to cover the filing fee.

Please note that the financial statements included with Exhibit 1 contain confidential and proprietary information not generally available to the public. Therefore, the financial statements are enclosed in a sealed envelope. Disclosure of this financial information would cause harm to WorkNet's business operations. Pursuant to Florida Statutes Section 364.183, WorkNet respectfully requests that the information contained in the sealed envelope be given confidential treatment and that it not be made part of the public record or otherwise disclosed to the public.

Please date-stamp the enclosed extra copies of this filing and return in the self-addressed, stamped envelope provided. Should you have any questions concerning this filing, please do not hesitate to contact the undersigned at (202) 945-6941.

Respectfully submitted,

Douglas D. Orvis II

This claim of confidentiality was filed by or on behalf of a "telco" for Confidential DN 05333-00. The document is in locked storage pending advice on handling. To access the material, your name must be on the CASR. If undocketed, your division director must obtain written EXD/Tech permission before you can access it.

Confidential

DOCUMENT NUMBER-DATE

05333 MAY-18

FPSC-RECORDS/REPORTING

Enclosures

cc: Michelle Wright
Kelly Olson

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward a copy of check to RAR with proof of deposit.

Initials of person who forwarded check:

Application

DOCUMENT NUMBER-DATE

05332 MAY-18

FPSC-RECORDS/REPORTING

ORIGINAL

**** FLORIDA PUBLIC SERVICE COMMISSION ****

DIVISION OF TELECOMMUNICATIONS
BUREAU OF CERTIFICATION AND SERVICE EVALUATION

APPLICATION FORM
for
AUTHORITY TO PROVIDE
ALTERNATIVE LOCAL EXCHANGE SERVICE
WITHIN THE STATE OF FLORIDA

000519-TX

Instructions

- ◆ This form is used as an application for an original certificate and for approval of the assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Appendix A).
- ◆ Print or type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- ◆ Use a separate sheet for each answer which will not fit the allotted space.
- ◆ Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of **\$250.00** to:

Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6770

- ◆ If you have questions about completing the form. contact:

Florida Public Service Commission
Division of Telecommunications
Bureau of Certification and Service Evaluation
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6600

APPLICATION

000579 - TX

1. This is an application for (check one):

Original certificate (new company).

Approval of transfer of existing certificate: Example, a non-certificated company purchases an existing company and desires to retain the original certificate of authority.

Approval of assignment of existing certificate: Example, a certificated company purchases an existing company and desires to retain the certificate of authority of that company.

Approval of transfer of control: Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of company:

WorkNet Communications Inc.

3. Name under which the applicant will do business (fictitious name, etc.):

WorkNet Communications Inc.

4. Official mailing address (including street name & number, post office box, city, state, zip code):

WorkNet Communications Inc.

7777 Bonhomme Avenue, Suite 2000

St. Louis, Missouri 63105

5. Florida address (including street name & number, post office box, city, state, zip code):

WorkNet does not have an office established in Florida.

6. Structure of organization:

- () Individual () Corporation
() Foreign Corporation () Foreign Partnership
() General Partnership () Limited Partnership
() Other _____

7. **If individual**, provide:

Name: Not Applicable.

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ **Fax No.:** _____

Internet E-Mail Address: _____

Internet Website Address: _____

8. **If incorporated in Florida**, provide proof of authority to operate in Florida:

(a) **The Florida Secretary of State corporate registration number:**

Not Applicable.

9. **If foreign corporation**, provide proof of authority to operate in Florida:

(a) **The Florida Secretary of State corporate registration number:**

Pending.

10. **If using fictitious name-d/b/a**, provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida:

(a) **The Florida Secretary of State fictitious name registration number:**

WorkNet will not use a fictitious name or d/b/a.

11. **If a limited liability partnership**, provide proof of registration to operate in Florida:

(a) **The Florida Secretary of State registration number:**

Not Applicable.

12. **If a partnership**, provide name, title and address of all partners and a copy of the partnership agreement.

Name: Not Applicable.

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____

Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

13. **If a foreign limited partnership**, provide proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS), if applicable.

(a) **The Florida registration number: Not Applicable.**

14. Provide **F.E.I. Number** (if applicable): **Not Applicable.**

15. Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

(a) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. **Provide explanation.**

None of WorkNet's officers, directors, or any of the ten largest stockholders have previously been adjudged bankrupt, mentally incompetent, or found guilty of any felony or crime nor are any such proceedings pending.

(b) an officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

Not applicable.

16. Who will serve as liaison to the Commission with regard to the following?

(a) The application:

Name: Douglas D. Orvis II, Esq.

Title: Counsel for the Applicant; Swidler Berlin Shereff Friedman, LLP

Address: 3000 K Street, N.W., Suite 300

City/State/Zip: Washington, DC 20007-5116

Telephone No.: (202) 424-7500 Fax No.: (202) 424-7645

Internet E-Mail Address: ddorvis@swidlaw.com

Internet Website Address: <http://www.swidlaw.com>

(b) Official point of contact for the ongoing operations of the company:

Name: J. Mark Klamer

Title: General Counsel

Address: 7777 Bonhomme Avenue, Suite 2000

City/State/Zip: St. Louis, Missouri 63105

Telephone No.: (314) 727-7950 Fax No.: (314) 212-5401

Internet E-Mail Address: mklamer@worknet.net

Internet Website Address: www.worknet.net

(c) Complaints/Inquiries from customers:

Name: Linda Rosse

Title: Director of Customer Service and Implementation

Address: 7777 Bonhomme Avenue, Suite 2000

City/State/Zip: St. Louis, Missouri 63105

Telephone No.: (800) 898-0023 Fax No.: (314) 212-5401

Internet E-Mail Address: lrosse@worknet.net

Internet Website Address: www.worknet.net

17. List the states in which the applicant:

(a) has operated as an alternative local exchange company.

Not applicable, as Applicant has not yet operated as an alternative local exchange company in any state.

(b) has applications pending to be certificated as an alternative local exchange company.

Applicant has applications pending in: Minnesota and Tennessee.

(c) is certificated to operate as an alternative local exchange company.

Applicant is certificated to operate as an alternative local exchange company in: Illinois, Indiana, Kansas, Kentucky, Missouri, and Texas.

- (d) has been denied authority to operate as an alternative local exchange company and the circumstances involved.

No, Applicant has not been denied authority to operate as an alternate local exchange company in any state.

- (e) has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.

No, Applicant has not had regulatory penalties imposed for violations of statutes in any state.

- (f) has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.

No, Applicant has not been involved in any civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity in any state.

18. Submit the following:

A. Financial capability.

The application **should contain** the applicant's audited financial statements for the most recent 3 years. If the applicant does not have audited financial statements, it shall so be stated.

The unaudited financial statements should be signed by the applicant's chief executive officer and chief financial officer **affirming that the financial statements are true and correct** and should include:

1. the balance sheet;
2. income statement; and
3. statement of retained earnings.

NOTE: This documentation may include, but is not limited to, financial statements, a projected profit and loss statement, credit references, credit bureau reports, and descriptions of business relationships with financial institutions.

Further, the following (which includes supporting documentation) should be provided:

1. **written explanation** that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.

Please see Exhibit 1.

2. **written explanation** that the applicant has sufficient financial capability to maintain the requested service.

Please see Exhibit 1.

3. **written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations.

Please see Exhibit 1.

- B. **Managerial capability:** give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.

Please see Exhibit 2.


- C. **Technical capability:** give resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance.

Please see Exhibit 2.

**** APPLICANT ACKNOWLEDGMENT STATEMENT ****

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

UTILITY OFFICIAL


Signature

4/7/00
Date

Vice President/Controller
Title

(314) 727-7950
Telephone No.

Address:

(314) 212-5401
Fax No.

7777 Bonhomme Avenue, Suite 2000

St. Louis, Missouri 63105

ATTACHMENTS:

- A - CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT
- B - INTRASTATE NETWORK
- C - AFFIDAVIT

CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT

**** NOT APPLICABLE. WORKNET COMMUNICATIONS INC. IS APPLYING FOR ORIGINAL AUTHORITY.**

I, (Name) Not Applicable.

(Title) Not Applicable of _____

and current holder of Florida Public Service Commission Certificate Number # _____

have reviewed this application and join in the petitioner's request for a:

() sale

() transfer

() assignment

of the above-mentioned certificate.

UTILITY OFFICIAL:

Not Applicable.

Signature

_____ Date

Not Applicable

Title

_____ Telephone No.

Address: Not Applicable

_____ Fax No.

INTRASTATE NETWORK (if available)

Chapter 25-24.825 (5), Florida Administrative Code, requires the company to make available to staff the alternative local exchange service areas only upon request.

1. POP: Addresses where located. and indicate if owned or leased.

| | |
|----------------------------|----------|
| 1) <u>To be determined</u> | 2) _____ |
| _____ | _____ |
| 3) _____ | 4) _____ |
| _____ | _____ |

2. SWITCHES: Address where located, by type of switch, and indicate if owned or leased.

| | |
|----------------------------|----------|
| 1) <u>To be determined</u> | 2) _____ |
| _____ | _____ |
| 3) _____ | 4) _____ |
| _____ | _____ |

3. TRANSMISSION FACILITIES: POP-to-POP facilities by type of facilities (microwave, fiber, copper, satellite, etc.) and indicate if owned or leased.

| <u>POP-to-POP</u> | <u>OWNERSHIP</u> |
|----------------------------|------------------|
| 1) <u>To be determined</u> | _____ |
| 2) _____ | _____ |
| 3) _____ | _____ |
| 4) _____ | _____ |

AFFIDAVIT

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide alternative local exchange company service in the State of Florida. I have read the foregoing and declare that, to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

Further, I am aware that, pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083."

UTILITY OFFICIAL:

Michelle W. [Signature]
Signature

4/7/00
Date

Vice President/Controller
Title

(314) 727-7950
Telephone No.

Address: (314) 212-5401
Fax No.

7777 Bonhomme Avenue, Suite 2000

St. Louis, Missouri 63105

APPENDICES

| | |
|-------------------|---|
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| APPENDIX B | Intrastate Network (if available) |
| APPENDIX C | Affidavit |

EXHIBITS

| | |
|------------------|--|
| EXHIBIT 1 | Financial Statements (<i>Filed Under Seal</i>) |
| EXHIBIT 2 | Managerial and Technical Qualifications |
| EXHIBIT 3 | Proposed Tariff |

CONFIDENTIAL EXHIBIT 1

FINANCIAL STATEMENTS

WorkNet has access to the financing and capital necessary to provide the requested service in the geographic area proposed to be served, to maintain the requested service and to meet its lease or ownership obligations. As a resale carrier, WorkNet will rely upon its existing personnel and technological and financial resources to provide intrastate services. As a privately held corporation, WorkNet does not issue an annual report. However, attached hereto under seal as part of Exhibit 1 is WorkNet's December 31, 1999 year-end balance sheet and income statement. Please note that the information provided in Exhibit 1 is confidential, proprietary, and non-public information and has been attached in a sealed envelope marked "Confidential." As it contains sensitive information regarding WorkNet's business operations, WorkNet respectfully requests that this information be treated confidentially and not released to any member of the public absent WorkNet's prior written permission. This exhibit is being offered to demonstrate WorkNet's financial ability to provide the proposed services. WorkNet possesses the sound financial resources necessary to effectively procure, install, and operate the facilities and services requested in this Application.

EXHIBIT 2
MANAGERIAL AND TECHNICAL QUALIFICATIONS

315354.1

FORM PSC/CMU 8 (11/95)
Required by Commission Rule Nos. 25-24.805,
25-24.810, and 25-24.815

MANAGERIAL QUALIFICATIONS

Biographies of Key Management Personnel

The Company's strategic focus is to recruit, retain and incentivize a cadre of experienced executives with successful track records in the datacom and telecom industries and with proven success in implementing regional/local market entry plans. WorkNet's senior managers have over 200 years of collective experience in telecommunications, wireless communications systems architecture, design and engineering, data communications protocols and computer networking.

- **Sanjay Jain, Chairman**, co-founded the Company and was President and CEO from its inception until June 1998. Although Mr. Jain is relatively new to the telecommunications field, he has extensive experience in business and finance. Prior to 1998, Mr. Jain was Managing Director of Battery Capital Inc., a private investment firm, and, since 1992, has held various executive positions at several startup companies in connection therewith, including CFO of MedPower Inc., a New York-based healthcare systems design company; CEO of Bookline.com, a Princeton-based pioneer in Internet book selling; and CFO of BAM! Software Inc., a New York-based CD-ROM and digital effects publishing company (all three of which were subsequently purchased by other companies). Prior to 1992, Mr. Jain was a senior attorney in the Mergers & Acquisitions/Corporate Finance groups at Skadden, Arps, Slate, Meagher & Flom in New York City. Mr. Jain holds an A.B. from Harvard University and a J.D. from Stanford University. He is a director of Boundary Information Group Inc. (Denver) and 2Market Networks Inc. (San Francisco), and is a member of the New York, California and Missouri Bars.
- **Wayne Smith, President and COO** since April 2000, has over 20 years of experience in the communications industry. Prior to joining WorkNet, he served as President of TXU Communications Businesses, one of the five largest investor owned energy businesses in the U.S.A. Under Mr. Smith, TXU Communications has begun to launch a CLEC offering in five new markets and has nearly doubled its access lines. Prior to TXU, Mr. Smith was appointed President and COO of Illinois Consolidated Telephone Company ("ICTC") following the merger of Consolidated Communications with McLeod USA. Responsibilities included leadership to the business, directing and managing day to day operations, long range planning, and managing a diverse group of stakeholders including the union, the consumers, the community, and the internal stakeholders. Prior to ICTC, Mr. Smith was President of Consolidated Communications Directories ("CCD"), one of the top independent directory publishers in the nation. While President, CCD doubled growth in revenue and income in just over three years. Mr. Smith was also the General Manager of the Missouri Region for CyberTel Cellular, an Ameritech subsidiary. While General Manager, the region achieved 200 percent of the company's ten-year business plan in less than three years. Previous telecommunications experience includes 12 years with Southwestern Bell Corporation in a variety of key positions at the corporate level and within its deregulated national subsidiaries in the areas of yellow pages, wireless, and telecom.

- **Ken Harrington, CEO** since June 1998, has over 25 years of experience in the communications and computer industry. Prior to joining WorkNet, he served as President of The Bayberry Group Inc., a management consulting firm that specializes in the CLEC and telecommunications industry. Under Mr. Harrington, from 1996 to 1998, The Bayberry Group was involved in helping new market entrants raise over \$750 million in capital market and acquisition-related financings. Prior to founding The Bayberry Group, Mr. Harrington served as the Vice President and General Manager of Consolidated Communications (now part of McLeod USA), a \$250 million long distance and competitive local exchange company based in the Midwest, with responsibility for carrier and business sales of long distance, local service, private line, and Internet services. He has also worked with Booz, Allen & Hamilton; Unisys; Nynex and several large telecommunications service and equipment manufacturers. In 1985, he was part of the senior management team that took Transnational Industries (a defense technology contractor) public. He has a M.B.A. from Wharton and a B.S. in Business Administration from the University of Vermont.
- **Michael Smith, President of Eastern Region**, was formerly Director Greater Missouri Region for Consolidated Communications/McLeod USA where he was responsible for sales and marketing of Internet, long distance, data, and local services to business customers in Missouri, Illinois, and other selected geographic areas. He successfully launched Consolidated Communications' competitive local and long distance service offerings in Central Illinois. He has over 11 years of experience in the telecommunications industry, including two startup situations, and has a demonstrated track record in developing and implementing regional/local market entry plans. Mr. Smith has a B.A. from St. Louis University.
- **Michelle Wright, Vice President/Controller**, has over 10 years of telecommunications experience in the finance, billing and systems and recently served as network and field operations controller for Concentric Networks, a publicly-traded Internet service provider. Ms. Wright's responsibilities included budgeting and financial reporting for the nationwide network that had 40,000 ports and 160 POPs. Prior to that, she led the integrated billing and finance operations for Consolidated Communications. Ms Wright holds a B.S. in Accounting from Olivette University.
- **Mary Louise Helbig, President of Western Region**, was formerly Vice President—Information Technologies and Systems for Consolidated Communications/McLeod USA. She has spent the majority of her career in the telecommunications industry, with over 10 years focused in the cellular and wireless arena. She has successfully led the rapid multi-city rollout of cellular offerings in the Midwestern U.S. and the Caribbean. Additionally, Ms. Helbig has experience in new ventures and mergers & acquisitions, most notably as a team member managing the \$525 million sale of Cybertel Corp. to Ameritech. She has a M.B.A. from Washington University and a B.A. from St. Louis University.
- **Edwin T. Horton, Vice President of Development**, is a co-founder of the Company and is also the founder of Navigation Corporation, an internationally-recognized firm which designs and develops a wide range of leading-edge wireless communications technologies and which

developed the Company's BitBeam wireless technology. Prior thereto, Mr. Horton was President of Satellite Technology Services, Inc., a designer and major manufacturer of consumer satellite receivers for the C-Band DBS market and of avionics products for the general aviation market. Mr. Horton was also President of Gateway Telephone, a joint venture with Sampo Corporation of Taiwan which designed and manufactured handheld cellular telephones. Mr. Horton holds a B.S.E.E. from Auburn University with graduate work in Business from Florida Institute of Technology. He is the author or co-author of six (6) U.S. and foreign patents in the fields of encrypted satellite distribution systems, RF circuit design and satellite positioning systems.

- **Leo F. Kutz, Jr., Vice President of Engineering and Operations**, has nearly 20 years of industry experience, most recently leading the design and construction of a multi-million dollar, multi-state fiber optic and voice switching system deployment of McLeod USA, a \$600 million super-regional CLEC. At McLeod USA, Mr. Kutz's responsibilities included managing a staff of 65 engineers and an annual capital budget of \$165 million. Prior to that, Mr. Kutz held numerous telecommunications related management and engineering positions with A.G. Edwards and Sons, Consolidated Communications, LDX NET and the Union Pacific Railroad. He has nearly 20 years of telecommunications engineering experience and is a member of the Institute of Electrical and Electronic Engineers. He has an MA in Telecommunications Management from Webster University and a BSEET from Southern Missouri State University.
- **J. Mark Klamer, Vice President - General Counsel and Secretary**, was formerly a senior partner at the international law firm of Bryan Cave LLP, where he remains Of Counsel. In his 15 years at Bryan Cave, Mr. Klamer specialized in corporate finance, mergers and acquisitions, and general tax and corporate matters, advising a number of high technology companies in the software, telecommunications and Internet industries. Mr. Klamer holds a B.A. from the University of Virginia (High Honors) and a J.D. from Harvard Law School (Magna Cum Laude). He has been published in both the Harvard and the University of Chicago Law Reviews and is a member of the St. Louis and Washington D.C. Bars.

Board of Directors. The Company's Board of Directors has a total of five seats, two of which are held by Messrs. Harrington and Jain, and three of which are held as follows:

- **Justin Maccarone**, has been a Partner of UBS Capital LLC since 1993 and prior thereto was a Senior Vice President in Private Equity at GE Capital. He is a graduate of Trinity College and earned an MBA from Columbia University. Mr. Maccarone is a Director of Fiber Communications Inc., Communications Supply Corp., American Sports Products Group, Trussway Corp. and Davel Communications.
- **Charles W. Moore**, has been a Principal of UBS Capital LLC since March of 1997. Prior thereto, Mr. Moore was an Associate of Greenwich Street Capital Partners LLC since November 1994 and before that in the Mergers and Acquisitions Division of Morgan Stanley & Co. Mr Moore is a graduate of the University of Michigan and earned his MBA from The University of Chicago. Mr Moore is a member of the Board of Directors of Fiber

Communications Inc. - a West Coast CLEC, PF.NET - a long haul fiber telecom company and ETM Entertainment Network, an Internet ticketing company.

- **David Wells**, has been, since 1998, Vice President of Development at Alltype Fire Protection Company in St. Louis—a super-regional company that sells and services fire safety products and equipment. Prior to that and since 1990, Mr. Wells was a Manager at Arthur Andersen LLP in New York city, where he specialized in financial due diligence in connection with significant corporate transactions and restructuring. Mr. Wells holds a B.S. in Economics from Trinity College and an MS from New York University.

EXHIBIT 3
Proposed Tariff

WORKNET COMMUNICATIONS INC.
REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO LOCAL EXCHANGE END USER TELECOMMUNICATIONS
SERVICES WITHIN THE STATE OF FLORIDA

This Price List applies to intrastate communications services furnished by WorkNet Communications Inc. ("Company") between one or more points in the State of Florida. This Price List is on file with the Florida Public Utility Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business, 7777 Bonhomme Avenue, Suite 2000, St. Louis, Missouri 63105.

Issued:

By: Michelle Wright, Vice President-Controller
WorkNet Communications Inc.
7777 Bonhomme Avenue, Suite 2000
St. Louis, Missouri 63105

Effective:

CHECK SHEET

The Pages of this Price List are effective as of the date shown. The original and revised Pages named below contain all changes from the original Price List and are in effect on the date shown.

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| 20 | Original | 53 | Original | 86 | Original |
| 21 | Original | 54 | Original | 87 | Original |
| 22 | Original | 55 | Original | | |
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| 30 | Original | 63 | Original | | |
| 31 | Original | 64 | Original | | |
| 32 | Original | 65 | Original | | |

Issued:

Effective:

By: Michelle Wright, Vice President-Controller
WorkNet Communications Inc.
7777 Bonhomme Avenue, Suite 2000
St. Louis, Missouri 63105

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By: Michelle Wright, Vice President-Controller
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EXPLANATION OF SYMBOLS

A revision of a Price List Page is coded to designate the type of change from the previous revision. These symbols, which appear in the right-hand margin of the Page, are used to signify:

- (C) change in regulation
- (D) discontinued or deleted
- (I) change resulting in an increase to a customer's bill
- (M) moved from another Price List location
- (N) new
- (R) change resulting in a reduction in a customer's bill
- (T) change in text or regulation, but no change in rate or charge

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EXPLANATION OF TERMS

Agent- A person, firm, company, corporation, or other entity who is authorized to distribute Calling Cards to Customers or Users on the Company's behalf.

Application for Service - Refers to Carrier's order form which includes all pertinent technical, billing and other information which will enable WorkNet to provide service.

Authorization Code - A numerical code, one or more of which may be assigned to a Subscriber, to enable Company to identify the origin of the service User so it may rate and bill the call. All authorization codes shall be the sole property of Company and no subscriber shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Authorized User - A person, firm, corporation, or other entity authorized by the Customer to receive or send communications.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Bandwidth - The difference, expressed in Hertz, between the highest and lowest frequencies of a band constituting a channel or circuit.

Central Office - A Local Exchange Carrier switching system where Local Exchange Carrier Customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel or Circuit - A transmission path or paths between two or more points having a bandwidth or transmission speed suitable to render service to a Customer.

Commission - Refers to the Florida Public Service Commission.

Common Carrier - A company or entity providing telecommunications services to the public.

Company, Carrier or WorkNet - Refers to WorkNet Communications Inc.

Customer - The term "Customer" denotes the person, partnership, association, joint stock Company, trust, corporation, or governmental entity or any other entity, that is responsible for payment of charges and for compliance with this Price List. A "Carrier Customer" is a Customer which is a Common Carrier (as defined hereinabove).

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EXPLANATION OF TERMS (Cont'd)

Customer-Provided Facilities -The term "Customer-Provided Facilities" denotes all communications facilities provided by the customer and/or authorized user other than those provided by Company.

Data - Any representation such as characters (digital or analog quantities) to which meaning is assigned.

Dedicated Access - Dedicated access denotes outbound long distance traffic delivered to a Company Point of Presence ("POP") via dedicated facilities and terminated over the Company network.

Direct Dialed Call - The term "Direct Dialed Call" denotes a telephone call which is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator. This includes calls forwarded by call forwarding equipment.

Exchange - The term "Exchange" denotes a unit established by the Local Exchange Carrier for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. One or more designated exchanges comprise a given Local Access and Transport Area (LATA).

Hertz - Cycles per second.

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Installation - The connection of a circuit, dedicated access line, or port for a new, change of, or additional service.

Kbps - Kilobits per second.

Local Access and Transport Area (LATA) - The term "Local Access Transport Area" denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

Local Exchange Carrier (LEC) - The term "Local Exchange Carrier" denotes any telephone company that has been granted a Certificate of Public Convenience and Necessity by a State Commission which provides local telephone service to Customers within a defined exchange.

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EXPLANATION OF TERMS (Cont'd)

Measured Charge - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

Month - A month is considered to consist of thirty (30) days.

Order Cancellation - A Customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to commencement of service.

Physical Change - The modification of an existing circuit, dedicated access line or port at the request of a Customer and requiring some physical change or re-termination.

Points of Presence - The term "Points of Presence" denotes the sites where Company provides a network interface with facilities provided by other Common Carriers, Local Exchange Carriers or Customers for access to the local area network.

Premises - The space designated by a Customer at its, or its authorized user's, place or places of business for termination of WorkNet service whether for the Customer's or its authorized user's communications needs.

Service -All telecommunications services provided pursuant to this Price List.

Service Point - The location or locations where the Company's equipment is interconnected with the facilities provided.

Subscriber/Customer - The person or legal entity which enters into arrangements for Company's telecommunications services and is responsible for payment of Company's services.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Terminal Equipment - Devices, apparatus and their associated wiring such as teleprinters, telephone handsets or data sets.

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

User - The person(s) utilizing Company's services.

Voice Grade - A communications path between two or more points comprised of any form or configuration of physical plant capable of, and typically used in the telecommunications industry for, the transmission of the human voice and associated telephone signals within the bandwidth of approximately 300 to 3400 Hertz.

Zero Mile Circuit - A circuit between 0 miles and 3/4 of a mile in length.

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Section 1 - APPLICATION OF PRICE LIST

1.1 APPLICATION OF PRICE LIST

This Price List sets forth the service offerings, rates, terms and conditions applicable to switched services provided by WorkNet Communications Inc., as follows:

The furnishing of intrastate end-user communications services to customers within the State of Florida.

1.1.1 Service Territory

WorkNet Communications Inc. will provide service within the State of Florida.

1.1.2 Availability

Service is available where facilities permit.

Only those services for which rates are provided are currently available.

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Section 2 - GENERAL RULES AND REGULATIONS**2.1 USE OF FACILITIES AND SERVICE****2.1.1 Obligation of the Company**

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications. The Company undertakes to furnish communications service pursuant to the terms of this Price List in connection with one-way and/or two-way information transmission between points within the State of Florida.

- 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 Price List is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.1 USE OF FACILITIES AND SERVICE (Cont'd)****2.1.1 Obligation of the Company (Cont'd)**

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Price List until the indebtedness is satisfied.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.1 USE OF FACILITIES AND SERVICE (Cont'd)****2.1.2 Limitations on Liability**

2.1.2.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in this Price List. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

2.1.2.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations on Liability (Cont'd)

2.1.2.3 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.

2.1.2.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

2.1.2.5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.1 USE OF FACILITIES AND SERVICE (Cont'd)****2.1.2 Limitations on Liability (Cont'd)**

2.1.2.6The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.

2.1.2.7The Company is not liable for any claims for loss or damages involving:

- (a) Breach in the privacy or security of communications transmitted over the Company's facilities;
- (b) Injury to property or injury or death to persons, including claims for payments made under Worker's 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;
- (c) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Price List;
- (d) Any act or omission in connection with the provision of 911, E911 or similar services;
- (e) Any noncompletion of calls due to network busy conditions.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations on Liability (Cont'd)

2.1.2.8 The Company shall be indemnified, defended held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

- (a) 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.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.1 USE OF FACILITIES AND SERVICE (Cont'd)****2.1.2 Limitations on Liability (Cont'd)****2.1.2.8(Cont'd)**

- (b) 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.
- (c) 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.
- (d) 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.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.1 USE OF FACILITIES AND SERVICE (Cont'd)****2.1.2 Limitations on Liability (Cont'd)**

2.1.2.9 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to 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.

2.1.2.10 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

2.1.2.11 Year 2000 Readiness Disclosure

The Company will operate as specified in these and other applicable Price Lists during the 20th and 21st centuries. The Company will make reasonable efforts to cure any material failure to provide Services caused solely by year 2000 (Y2K) defects in the Company's hardware, software, or systems. Due to the interdependence among telecommunications companies, and the interrelationship with non-Company processes, equipment, and systems, the Company is not responsible for failures caused by circumstances beyond its control including, but not limited to, failures caused by:

1. a local exchange carrier;
2. customer premise equipment; or
3. the user or Customer.

In addition, the Company is not liable for any incompatibility between the Company's Services and any non-Company services used by the Customer or user.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations on Liability (Cont'd)

2.1.2.12 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.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.1 USE OF FACILITIES AND SERVICE (Cont'd)****2.1.3 Use of Service**

Any service provided under this Price List may be resold to or shared (jointly used) with other persons at the customer's option. The customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Price List, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The customer may advise its customers that a portion of its service is provided by the Company, but the customer shall not represent that the Company jointly participates with the customer in the provision of the service.

2.1.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear accepted. The customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the customer's premises, including loss or damage caused by agents, employees or independent contractors of the customer through any negligence.

2.1.5 Directory Errors

In the absence of gross negligence or willful misconduct and except for the allowances stated below, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.1 USE OF FACILITIES AND SERVICE (Cont'd)****2.1.5 Directory Errors (Cont'd)**

An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be given as follows:

1. **Free Listings:** For free or no-charge published directory listings, credit shall be given at the rate of two times the monthly Price List rate for an additional or charge listing for each individual, auxiliary or party line, PBX trunk or Centrex attendant loop affected, for the life of the directory or the charge period during which the error, mistake or omission occurs.
2. **Charge Listings:** For additional or charge published directory listings, credit shall be given at the monthly Price List rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.
3. **Operator records:** For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the Company shall be allowed a period of three business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 2/30ths of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected. (Where Centrex attendant loops are involved, credit shall be given at the rate of 2/30ths of the basic monthly rate for PBX trunks.)

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.1 USE OF FACILITIES AND SERVICE (Cont'd)****2.1.5 Directory Errors (Cont'd)**

4. **Credit limitation:** The total amount of the credit provided for the preceding paragraphs 1, 2, and 3 shall not exceed, on a monthly basis, the total of the charges for each charge listing plus the basic monthly rate, as specified in paragraph 3, for the line or lines in question.
5. **Definitions:** As used in Paragraphs 1, 2, 3, and 4 above, the terms "error," "mistake" or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on an incorrect street or in an incorrect community.
6. **Notice:** Such allowances or credits as specified in Paragraphs 1, 2, and 3 above, shall be given upon notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

2.1.6 Blocking of Service

The Company's facilities can not be used to originate calls to other telephone company or Information Provider caller-paid information services.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.2 MINIMUM PERIOD OF SERVICE**

The minimum period of service is one month except as otherwise provided in this Price List. The customer must pay the regular Price Listed rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new customer if the new customer agrees in writing to accept them. For facilities not taken over by the new customer, the original customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICES RENDERED

2.3.1 Responsibility for All Charges

Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The customer is responsible for all local and toll calls originating from the customer's premises and for all calls charged to the customer's line where any person answering the customer's line agrees to accept such charge.

2.3.2 Deposits

[RESERVED FOR FUTURE USE]

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICES RENDERED (Cont'd)

2.3.2 Deposits (Cont'd)

- a. Interest on Deposits
[RESERVED FOR FUTURE USE]
- b. Inadequate Deposit
[RESERVED FOR FUTURE USE]
- c. Return of Deposit
[RESERVED FOR FUTURE USE]

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.3 PAYMENT FOR SERVICES RENDERED (Cont'd)****2.3.3 Payment of Charges**

Charges for facilities and service, other than usage charges, are due monthly in advance. All other charges are payable upon request of the Company. Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company. If objection is not received by the Company within three months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the customer. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection may be considered, or if the customer has in his or her possession such Company records. If objection results in a refund to the customer, such refund will be with interest at the greater of the unadjusted customer deposit rate or the applicable late payment rate, if any, for the service classification under which the customer was billed. Interest will be paid from the date when the customer overpayment was made, adjusted for any changes in the deposit rate as determined by state law or late payment rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on customer overpayments that are refunded within 30 days after the overpayment is received by the Company.

Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the customer if objection is not received by the Company within two months after the bill is rendered.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.3 PAYMENT FOR SERVICES RENDERED (Cont'd)****2.3.4 Return Check Charge**

When a check which has been presented to the Company by a customer in payment for charges is returned by the bank, the customer shall be responsible for the payment of a Returned Check Charge of \$10.00.

2.3.5 Late Payment Charges

- a. Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Price List, excluding one month's local service charge, but including arrears and unpaid late payment charges.
- b. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- c. Late payment charges do not apply to final accounts.
- d. Late payment charges do not apply to government agencies of the State of Florida. These agencies are required to make payment in accordance with applicable state law.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.3 PAYMENT FOR SERVICES RENDERED (Cont'd)****2.3.6 Customer Overpayments**

The Company will provide interest on customer overpayments that are not refunded within 30 days of the date the Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the customer, credit for the amount will be provided on the next regular Company bill. The rate of interest shall be the greater of the customer deposit interest rate or the Company's applicable Late Payment Charge.

Interest shall be paid from the date when overpayment was made, adjusted for any changes in the deposit rate as determined by state law or late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the customer's overpayment was originally recorded to the customer's account by the Company.

2.4 INSTALLATION SERVICE

The Company provides a Half-Day Installation Plan, which offers customers half-day appointments (i.e., morning/afternoon or a rolling interval) for connection of Commission regulated service involving a customer premise visit.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.5 ACCESS TO CUSTOMER'S PREMISES

The customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the customer or any joint user or customer of the customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

2.6 TELEPHONE SURCHARGES/TAXES

2.6.1 General

In addition to the rates and charges applicable according to the rules and regulations of this Price List, various surcharges and taxes may apply to the customer's monthly billing statement. 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.

2.7 [RESERVED FOR FUTURE USE]

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.8 SUSPENSION OR TERMINATION OF SERVICE****2.8.1 Suspension or Termination for Nonpayment**

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the customer will be billed a Connection Charge as well as any payment due and any applicable deposits upon reconnection.

- a. Termination shall not be made until at least 20 days after written notification has been mailed to the billing address of the customer.
- b. Suspension will not be made until at least 8 days after written notification has been mailed to the customer.

Telephone service shall only be suspended during the hours between 8:00 AM and 4:00 PM, Monday through Thursday. It shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business, or during the periods from December 23rd through December 26th or December 30th through January 1st.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.2 Exceptions to Suspension and Termination

Telephone service shall not be suspended or terminated for:

- a. Nonpayment of bills rendered for charges other than telephone service or deposits requested in connection with telephone service;
- b. Nonpayment for service for which a bill has not been rendered;
- c. Nonpayment for services which have not been rendered;
- d. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures. These procedures shall be in accordance with the Commission's Rules and Regulations.

Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the customer does not pay the undisputed portion after being asked to do so.

- e. Nonpayment of back-billed amounts as outlined in 2.10.12.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.3 Verification of Nonpayment

Telephone service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless:

- a. The Company has verified, in a manner approved by the Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice, and
- b. The Company has checked the customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the customer's account as of the opening of business on that day.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)****2.8.4 Termination For Cause Other Than Nonpayment****a. General**

The Company, after notice in writing to the customer and after having given the customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the customer's premises under the following conditions:

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the customer of the rules and regulations governing the facilities and service furnished, or
2. if, in the judgment of the Company, any use of the facilities or service by the customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. in the event of unauthorized use, where the customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
4. in the event that service is connected for a customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the customer satisfies the indebtedness within 20 days after written notification. See Section 2.10.7 regarding Deferred Payment Agreements.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.4 Termination For Cause Other Than Nonpayment (Cont'd)

b. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of Price List charges;
2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
3. The use of profane or obscene language;
4. The use of the service in such a manner such that it interferes with the service of other customers or prevents them from making or receiving calls;
5. The use of a mechanical dialing device or recorded announcement equipment to seize a customer's line, thereby interfering with the customer's use of the service;
6. Permitting fraudulent use.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.4 Termination For Cause Other Than Nonpayment (Cont'd)

c. Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate telephone service.
2. In the event that telephone service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same customer at the same location:
 - a. No charge shall apply for the period during which service had been terminated, and
 - b. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.4 Termination For Cause Other Than Nonpayment (Cont'd)

d. Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the customer may require termination of a customer's service until such time as new arrangements can be made. No charges will be assessed the customer while service is terminated, and no connection charges will apply when the service is restored.

2.8.5 Emergency Termination of Service

The Company will immediately terminate the service of any customer, on request, when the customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.9 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS

2.9.1 Application of Rates

- a. Business rates as described in this Price List apply to service furnished:
 - 1. In office buildings, stores, factories and all other places of a business nature;
 - 2. In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location;
 - 3. At any location when the listing or public advertising indicates a business or a profession;
 - 4. At any location where the service includes an extension which is at a location where business rates apply unless the extension is restricted to incoming calls;
 - 5. At any location where the customer resells or shares exchange service;
- b. Public Access Line service is classified as business service regardless of the location.
- c. The use of business facilities and service is restricted to the customer, customers, agents and representatives of the customer, and joint users.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

**2.9 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS
(Cont'd)**

2.9.2 Telephone Number Changes

When a business customer requests a telephone number change, the referral period for the disconnected number is 90 days.

The Company reserves all rights to the telephone numbers assigned to any customer. The customer may order a Customized Number where facilities permit for an additional charge as specified in Section 4 of this Price List.

When service in an existing location is continued for a new customer, the existing telephone number may be retained by the new customer only if the former customer consents in writing, and if all charges against the account are paid or assumed by the new customer.

2.9.3 Deposits

[RESERVED FOR FUTURE USE]

2.9.4 Dishonored Checks

If a business customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.10 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS****2.10.1 Application of Rates**

Residential rates as described in this Price List apply to service furnished in private homes or apartments (including all parts of the customer's domestic establishment) for domestic use. Residential rates also apply in college fraternity or sorority houses, convents and monasteries, and to the clergy for domestic use in residential quarters.

Residential rates do not apply to service in residential locations if the listing indicates a business or profession. Residential rates do not apply to service furnished in residential locations if there is an extension line from the residential location to a business location unless the extension line is limited to incoming calls.

The use of residential service and facilities is restricted to the customer, members of the customer's domestic establishment, and joint users.

2.10.2 Telephone Number Changes

When a residential customer requests a telephone number change, the referral period for the disconnected number is 90 days.

The Company reserves all rights to any telephone number assigned to a customer for local service. The customer may order a Customized Number where facilities permit.

When service in an existing location is continued for a new customer, the existing number may be retained by the new customer only if the former customer consents in writing, and if all charges against the account are paid or assumed by the new customer.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.10 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS
(Cont'd)

2.10.3 Deposits

a. General

[RESERVED FOR FUTURE USE]

b. Customers Exempt from Deposits

[RESERVED FOR FUTURE USE]

c. Recent Payment History

[RESERVED FOR FUTURE USE]

2.10.4 Installment Billing For Nonrecurring Charges

A residential customer may elect to pay service connection and other nonrecurring charges associated with a service order in monthly installments for up to a 12-month period. When installment billing is requested, all nonrecurring charges associated with a given service order will be included in the calculation of the monthly installment.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.10 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS
(Cont'd)****2.10.4 Installment Billing For Nonrecurring Charges (Cont'd)**

Installment billing is subject to the following restrictions:

- a. Installment billing may be used only by residential customers;
- b. Charges will be billed in the number of installments of equal dollar amounts as requested by the customer up to a maximum of 12 installments over the course of 12 months;
- c. A customer may not pay a portion of the charges and then request installment billing for the remaining charges;
- d. More than one installment plan may be in effect for the same customer at the same time;
- e. If a customer disconnects service during the installment payment period, all unbilled charges will be included in the final bill rendered;
- f. A customer may elect to pay the unbilled charges before the expiration of the installment plan;
- g. Installment billing payments will continue even when an account is temporarily suspended;
- h. No interest or carrying charges will be applied to the outstanding balance during the installment period.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.10 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS
(Cont'd)****2.10.5 Adjusted Payment Schedule**

A customer on a fixed income (e.g., pension and public assistance) shall be offered the opportunity to pay his or her bills on a reasonable schedule that is adjusted for periodic receipt of income.

2.10.6 Suspension or Termination for Nonpayment

- a. Suspension/termination notices may not be issued until at least 25 days after the date of the bill. Bills must be mailed to the customer no later than 6 business days after the date of the bill.
- b. After issuing the written notification in accordance with the terms of this Price List, at least one attempt shall be made during non-working hours to contact the residential customer by telephone before the scheduled date of suspension/termination.
- c. Suspension/termination may occur only between the hours of 8 a.m. and 4 p.m. Monday through Thursday, provided that such day or the following day is not a public holiday or a day on which the main office is closed. In addition, service may not be disconnected during the periods of December 23 through the 26 and December 30 through January 2.
- d. Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the customer does not pay the undisputed portion after being asked to do so. Suspended or terminated residential service shall be reconnected within 24 hours following payment or within 24 hours of the end of circumstances beyond the Company's control which delay the reconnection. The Commission may direct that service be reconnected in less than 24 hours.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.10 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS
(Cont'd)

2.10.7 Deferred Payment Agreements

Service will not be suspended or terminated unless the customer has been advised that a deferred payment plan can be arranged. An existing residential customer with three or more months service and for whom service has not been terminated for nonpayment is eligible for Deferred Payment Arrangements (DPA). Final notice of suspension/termination will advise the customer of deferred payment arrangements and will include, in bold print, a notice that assistance in reaching an agreement may be obtained from the Commission. The DPA notice will be mailed no less than six days before termination of total service.

A Deferred Payment Agreement will be for a period agreed to by both the customer and the Company.

If the Company believes that the customer has the resources to pay the bill, it shall notify both the customer and the Commission in writing of the reasons for its belief. The Commission shall make the final determination as to whether a DPA should be provided. A customer with medical emergencies and a customer who is elderly, blind or disabled shall be exempt from such eligibility criteria.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.10 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS
(Cont'd)****2.10.8 Dishonored Checks**

When a check received from a residential customer is dishonored, the company shall make two attempts, one outside of normal business hours, to contact the customer within 24 hours. The customer shall be given an additional 24 hours to pay before suspension/termination. The additional notice will be given provided that the customer has not submitted a dishonored check within the past 12 months.

2.10.9 Suspension or Termination - Abandonment

Suspension/termination of residential service for abandonment or unauthorized use may occur only after the Company makes a reasonable attempt to determine occupancy or authorized use, or the customer takes reasonable steps to prevent unauthorized use. A notice must be sent to the customer five days before such suspension or termination. The notification requirement is waived when previous mailings are returned by the Post Office or the company is advised that a new customer has moved into the location.

2.10.10 Suspension or Termination - Medical Emergencies

In the event of a medical emergency, an additional 30 days will be allowed for a residential customer before suspension or termination. A medical certificate must be supplied. The medical emergency status may be extended beyond 30 days upon submission of specified documentation. During the emergency, the customer will be able to defer payment of monthly charges up to an amount specified by the Commission until the emergency ceases or it is determined that the customer has the ability to pay the charges. Charges in any month in excess of the amount specified are due by the due date of the bill.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.10 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS
(Cont'd)****2.10.11 Suspension or Termination - Elderly, Blind or Disabled**

An additional 20 days will be allowed before suspension or termination may occur when:

- a. the customer is known to or identified to the Company as being blind or disabled;
- b. the customer is 62 years of age or older, and all other residents of the customer's household are: under 18 years of age, over 62 years of age, blind or disabled.

In cases where service has been suspended or terminated and the Company subsequently learns that the customer is entitled to the protection established herein, the Company shall within 24 hours of such notification restore service for an additional 20 days and make a diligent effort to contact in person an adult resident at the customer's premises for the purpose of devising a payment plan.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.10 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS
(Cont'd)****2.10.12 Backbilling for Residential Customers**

The Company shall not charge a residential customer for previously unbilled service or adjust upward a bill previously rendered when the period for the unbilled service or billing adjustment is more than twenty-four months prior to the mailing of the bill or the upward adjustment unless the conduct of the customer caused or contributed to the failure of the Company to render timely accurate billing. Unless the customer causes the late billing, the Company shall explain the reason for the late billing and shall advise the customer that suspension/termination of service is not permitted for charges billed in excess of six months after the service was provided. The customer will be given the opportunity to pay the charges under an installment plan on a schedule equal in time to the length of the backbilling period.

2.11 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

Interruptions in service, which are not due to the negligence of, or non-compliance with the provisions of this Price List by the Customer, or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Price List.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.11 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)****2.11.1 Credit for Interruptions**

- a. An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- b. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- c. A credit allowance will be given, upon request of the customer to the business office, for interruptions of 30 minutes or more. Credit allowances will be calculated as follows:
 - i. If interruption continues for less than 24 hours:
 - a. 1/30th of the monthly rate if it is the first interruption in the same billing period.
 - b. 2/30ths of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.11 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)

2.11.1 Credit for Interruptions (Cont'd)

- ii. if interruption continues for more than 24 hours:
 - a) if caused by storm, fire, flood or other condition out of Company's control, 1/30th of the monthly rate for each 24 hours of interruption.
 - b) for other interruption, 1/30 of the monthly rate for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30ths allowance applies to the first 24 hours of the second and subsequent interruptions

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

d. Credit to Customer

Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.11 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)****2.11.1 Credit for Interruptions (Cont'd)****e. "Interruption" Defined**

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Price List, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service, or any other reason covered by the Price List. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Price List, the subscriber is responsible for providing electric power. Allowance for interruptions of measured rate service will not affect the subscriber's local call allowance during a given billing period.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.11 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)****2.11.2 Limitations on Credit Allowances**

No credit allowance will be made for:

- a. interruptions due to the negligence of, or non-compliance with the provisions of this Price List, by any party other than the Company, including but not limited to the customer, authorized user, or other common carriers connected to, or providing service connected to, the service of the Company or to the Company's facilities;
- b. interruptions due to the failure or malfunction of non-Company equipment, including service connected to customer provided electric power;
- c. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- d. interruptions of service during any period when the customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements;
- e. interruptions of service due to circumstances or causes beyond the control of the Company.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.12 AUTOMATIC NUMBER IDENTIFICATION****2.12.1 Regulations**

The Company will provide Automatic Number Identification (ANI) associated with an intrastate service, by Price List, to any entity (ANI recipient), only under the following terms and conditions:

- a. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- b. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- c. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.12 AUTOMATIC NUMBER IDENTIFICATION (Cont'd)****2.12.1 Regulations (Cont'd)**

- d. The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- e. Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Telephone Corporation until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.

2.12.2 Terms and Conditions

Violation of any of the foregoing terms and conditions by a Telephone Corporation may result in Commission prosecution of penalty and enforcement proceedings.

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Section 3 - DESCRIPTION OF SERVICE

3.1 RESIDENTIAL NETWORK SERVICE

The following Residential Network Service Options are offered:

Residential Measured Rate Service
Flat Rate Service

All Residential Network Service may be connected to Customer-provided terminal equipment such as station sets or facsimile machines. Service may be arranged for two-way calling, inward calling only, or outward calling only.

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Section 3 - DESCRIPTION OF SERVICE (Cont'd)

3.1 RESIDENTIAL NETWORK SERVICE (Cont'd)

3.1.1 Measured Rate Service

Measured Rate Service provides the Customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Calls to points within the local exchange area are charged on the basis of call duration in addition to a base monthly charge.

a. Description

Each Measured Rate Service Line corresponds with a single, analog, voice-grade channel that can be used to place or receive one call at a time. Measured Rate Service lines are provided for connection to a single, Customer, Customer-provided station set or facsimile machine.

Each Measured Rate Service has the following characteristics:

- Terminal Interface: 2-wire
- Signaling Type: Loop Start
- Pulse Type: Dual Tone Multi-Frequency (DTMF) or Dial Pulse (DP)
- Directionality: Two-way, In-Only, or Out-Only, as specified by the Customer.

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Section 3 - DESCRIPTION OF SERVICE (Cont'd)**3.1 RESIDENTIAL NETWORK SERVICE (Cont'd)****3.1.1 Measured Rate Service (Cont'd)****b. Recurring and Nonrecurring Charges**

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 4 of this Price List. In certain circumstances, service to Customers may require the use of a link (and, or) number portability arrangements provided by the Incumbent Local Exchange Carrier. In such circumstances, the monthly recurring charge to the Customer will be the greater of the Company's Base Service Line charge set forth below or the charge to the Company by the Incumbent Local Exchange Carrier for the link used to serve the Customer. If the Customer is served through a Number Portability Arrangement, the monthly charge to the Customer will be increased by the applicable charge from the Incumbent Local Exchange Carrier to the Company of the Number Portability arrangement.

Charges for each Measured Rate Service line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the Customer's line based on the total number of calls during the billing period.

See Rate Schedule in Section 5 of this Price List.

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Section 3 - DESCRIPTION OF SERVICE (Cont'd)

3.1 RESIDENTIAL NETWORK SERVICE (Cont'd)

3.1.1 Measured Rate Service (Cont'd)

c. Local Measured Service Time Periods

(1) Suburban Exchange Area
Dial Station-To-Station Calls - Metro Call Bands B-F
(Cont'd)

Day Rate: applies to directly dialed station-to-station calls placed Monday through Friday, 8:00 a.m. to 5:00 p.m.*

Evening Rate: applies to directly dialed station-to-station calls placed Monday through Friday, 5:00 p.m. to 10:00 p.m.*

Night and Weekend: applies to directly dialed station-to-station calls placed Monday through Friday, 10:00 p.m. to 8:00 a.m., and all day Saturday and Sunday.*

* The time shown indicates the termination of one rate application period and the beginning of the next. Calls connected at exactly the time shown are considered in the next time period.

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Section 3 - DESCRIPTION OF SERVICE (Cont'd)

3.1 RESIDENTIAL NETWORK SERVICE (Cont'd)

3.1.1 Measured Rate Service (Cont'd)

d. Integrated Services Digital Network - Basic Rate Interface
(ISDN-BRI)

(1) Description

ISDN is a single integrated digital telecommunications network architecture which provides for the simultaneous access, transmission and switching of voice data and image services via channelized transport facilities over a set of standard multipurpose user-network interfaces.

- a. The ISDN-BRI feature supports one 16 kb/s D-channel path between Customer digital PBS equipment and the protocol handler in a PSU of the 5ESS(R) switch. This feature also provides the administration software for up to 2 B-channels associated with a D-channel in the same T1 facility (1.544 Mb/s for domestic). This interface supports both ISDN PBSs and host computers.

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Section 3 - DESCRIPTION OF SERVICE (Cont'd)**3.1 RESIDENTIAL NETWORK SERVICE (Cont'd)****3.1.2 Flat Rate Service****a. Description**

Flat Rate Service provides the Customer with an unlimited number of outgoing calls within a specified local calling area for a stipulated monthly rate.

Each Flat Rate Service has the following characteristics:

Terminal Interface: 2-wire

Signaling Type: Loop Start

Pulse Type: Dual Tone Multi-Frequency (DTMF) or Dial Pulse (DP)

Directionality: Two-way, In-Only, or Out-Only, as specified by the Customer.

b. Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 4 of this Price List. In certain circumstances, service to Customers may require the use of a link (and, or) number portability arrangements provided by the Incumbent Local Exchange Carrier. In such circumstances, the monthly recurring charge to the Customer will be the greater of the Company's Base Service Line charge set forth below or the charge to the Company by the Incumbent Local Exchange Carrier for the link used to serve the Customer. If the Customer is served through a Number Portability Arrangement, the monthly charge to the Customer will be increased by the applicable charge from the Incumbent Local Exchange Carrier to the Company of the Number Portability arrangement.

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Section 3 - DESCRIPTION OF SERVICE (Cont'd)

3.1 RESIDENTIAL NETWORK SERVICE (Cont'd)

3.1.2 Flat Rate Service (Cont'd)

b. Recurring and Nonrecurring Charges (Cont'd)

Charges for each Flat Rate Service line include a monthly recurring Base Service Charge and a stipulated monthly rate for an unlimited number of outgoing calls within a specified local calling area.

See Rate Schedule in Section 5 of this Price List.

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Section 3 - DESCRIPTION OF SERVICE

3.2 BUSINESS NETWORK SERVICE

The following Business Access Service Options are offered:

Basic Business Line Service
Public Access Lines Service
PBX Trunks

Basic Business Line Service and PBX trunks are offered with measured rate local service.

All Business Network Service may be connected to Customer-provided terminal equipment such as station sets, key systems, PBX systems, or facsimile machines. Service may be arranged for two-way calling, inward calling only or outward calling only.

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Section 3 - DESCRIPTION OF SERVICE (Cont'd)**3.2 BUSINESS NETWORK SERVICE (Cont'd)****3.2.1 Basic Business Line Service****a. General**

Basic Business Line Service provides a Customer with a one or more analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Local calling service is available at a flat rate included in the line price, or on a measured usage basis. Basic Business Lines are provided for connection of Customer-provided single-line terminal equipment such as station sets or facsimile machines.

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Section 3 - DESCRIPTION OF SERVICE (Cont'd)**3.2 BUSINESS NETWORK SERVICE (Cont'd)****3.2.1 Basic Business Line Service (Cont'd)****a. General (Cont'd)**

Each Basic Business Line has the following characteristics:

Terminal Interface: 2-wire

Signaling Type: Loop start

Pulse Types: Dual Tone Multi frequency (DTMF) or Dial Pulse (DP)

Directionality: Two-Way, In-Only, or Out-Only, at the option of the Customer

b. Measured Rate Basic Business Line Service**1. Description**

Calls to points within the local exchange area are charged on the basis of the duration of completed calls originating from the Customer's service in addition to a base monthly charge.

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Section 3 - DESCRIPTION OF SERVICE (Cont'd)**3.2 BUSINESS NETWORK SERVICE (Cont'd)****3.2.1 Basic Business Line Service (Cont'd)****b. Measured Rate Basic Business Line Service (Cont'd)****2. Recurring and Nonrecurring Charges**

Charges for each Measured Rate Service line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the Customer's line based on the duration of calls during the billing period. In addition to the nonrecurring charges listed below, service order charges apply as described in Section 5 of this Price List. In certain circumstances, service to Customers may require the use of a link (and, or) number portability arrangements provided by the Incumbent Local Exchange Carrier. In such circumstances, the monthly recurring charge to the Customer will be the greater of the Company's Base Service Line charge set forth below or the charge to the Company by the Incumbent Local Exchange Carrier for the link used to serve the Customer. If the Customer is served through a Number Portability Arrangement, the monthly charge to the Customer will be increased by the applicable charge from the Incumbent Local Exchange Carrier to the Company of the Number Portability Arrangement.

3. Usage Charges

See Rate Schedule in Section 5.

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Section 3 - DESCRIPTION OF SERVICE (Cont'd)**3.2 BUSINESS NETWORK SERVICE (Cont'd)****3.2.1 Basic Business Line Service (Cont'd)****c. Flat Rate Basic Business Line Service****1. Description**

With the Flat Rate Basic Business Line Service, the Customer pays a stipulated monthly rate for an unlimited number of outgoing calls with a specified local calling area.

2. Recurring and Nonrecurring Charges

Charges for each Flat Rate Service line include a monthly recurring Base Service Charge and a stipulated monthly rate for an unlimited number of outgoing calls within a specified local calling area. In addition to the nonrecurring charges listed below, service order charges apply as described in Section 5 of this Price List. In certain circumstances, service to Customers may require the use of a link (and, or) number portability arrangements provided by the Incumbent Local Exchange Carrier. In such circumstances, the monthly recurring charge to the Customer will be the greater of the Company's Base Service Line charge set forth below or the charge to the Company by the Incumbent Local Exchange Carrier for the link used to serve the Customer. If the Customer is served through a Number Portability Arrangement, the monthly charge to the Customer will be increased by the applicable charge from the Incumbent Local Exchange Carrier to the Company of the Number Portability Arrangement.

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Section 3 - DESCRIPTION OF SERVICE (Cont'd)**3.2 BUSINESS NETWORK SERVICE (Cont'd)****3.2.2 Public Access Line Service**

Public Access Line Service provides a single, analog, voice-grade telephonic communications channel that can be used to connect a pay telephone to the Company's switching equipment. Local measured usage charges apply to all local calls originating on this line. Service to Customers may require the use of a link (and, or) number portability arrangements provided by the Incumbent Local Exchange Carrier. In such circumstances, the monthly recurring charge to the Customer will be the greater of the Company's Base Service Line charge set forth below or the charge to the Company by the Incumbent Local Exchange Carrier for the link used to serve the Customer. If the Customer is served through a Number Portability Arrangement, the monthly charge to the Customer will be increased by the applicable charge from the Incumbent Local Exchange Carrier to the Company of the Number Portability Arrangement.

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Section 3 - DESCRIPTION OF SERVICE (Cont'd)

3.2 BUSINESS NETWORK SERVICE (Cont'd)

3.2.3 PBX Trunk Service

a. General

PBX trunks are provided for connection of Customer-provided PBX terminal equipment. Trunks can be delivered at a DS0 level or at the DS1 level.

DID service allows callers to reach the called party without going through a PBX attendant. DOD service allows end users to dial outside of a PBX system without going through the PBX attendant to get access to an outside line. Digital trunks cannot be two-way trunks, but must be ordered as with either Direct Inward Dialing (DID) or Direct Outward Dialing (DOD).

For DID configured PBX trunks additional charges apply for Direct Inward Dial Station numbers.

Each DS0 level Trunk has the following characteristics:

- Terminal Interface: 2-wire or 4-wire, as required for the provision of service
- Signaling Type: Loop, Ground, E&M I, II, III
- Pulse Type: Dual Tone Multi-Frequency (DTMF) or Dial Pulse (DP)
- Directionality: In-Coming Only (DID), Out-Going Only (DOD), or Two-Way

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Section 3 - DESCRIPTION OF SERVICE (Cont'd)**3.2 BUSINESS NETWORK SERVICE (Cont'd)****3.2.3 PBX Trunk Service (Cont'd)****b. Measured Rate PBX Trunks****(1) Description**

Measured Rate DS0 PBX Trunks provide the Customer with a single voice grade telephonic communications channel which can be used to place or receive one call at a time. Local calls on two-way trunks and DOD trunks are billed on a measured rate basis. DID trunks are arranged for one-way inward calling only.

(2) Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 4 of this Price List. Charges for each Measured Rate PBX Trunk include a monthly recurring Base Service Charge and usage charges for completed calls originated from the Customer's lines based on the duration of calls during the billing period. Service to Customers may require the use of a link (and, or) number portability arrangements from the incumbent Local Exchange Carrier. In such circumstances, the monthly recurring charge to the Customer will be the greater of the Company's Base Service Line charge set forth below or the charge to the Company by the Incumbent Local Exchange Carrier for the link used to serve the Customer. If the Customer is served through a Number Portability Arrangement, the monthly charge to the Customer will be increased by the applicable charge from the Incumbent Local Exchange Carrier to the Company of the Number Portability Arrangement.

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Section 3 - DESCRIPTION OF SERVICE (Cont'd)

3.2 BUSINESS NETWORK SERVICE (Cont'd)

3.2.3 PBX Trunk Service (Cont'd)

c. Measured Rate Analog PBX Trunks

(1) Recurring and Nonrecurring Charges

Terminal Numbers:

1-20 lines in terminal group

100 lines in terminal group

(2) Measured Usage Charges

Measured Usage Charges for Measured Rate PBX Trunks are the same as those indicated for a basic business line.

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Section 3 - DESCRIPTION OF SERVICE (Cont'd)**3.2 BUSINESS NETWORK SERVICE (Cont'd)****3.2.3 PBX Trunk Service (Cont'd)****d. DS1 PBX Trunk Service****(1) Description**

DS1 PBX Trunk Service provides a Customer with connection to the Company switch via a DS1 digital fiber optic transmission facility operating at 1.544 Mbps and time division multiplexed into 24 voice grade telephonic communications channels. Digital PBX Trunks are provided for connection of Customer-provided PBX equipment or trunk capable key systems to the Company switch. Each DS1 PBX Trunk has the following characteristics:

Terminal Interface: Channel Bank or DSX-1 panel

Signaling Type: Loop, Ground, E&M I, II, III

Start Dial Indicator: Immediate Wink, Delay Dial, Dial Tone

Pulse Type: Dual Tone Multi-Frequency (DTMF)

Directionality: In-Coming or Out-Going Only, as specified by the Customer

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Section 3 - DESCRIPTION OF SERVICE (Cont'd)**3.2 BUSINESS NETWORK SERVICE (Cont'd)****3.2.3 PBX Trunk Service (Cont'd)****d. DS1 PBX Trunk Service (Cont'd)****(2) Recurring and Nonrecurring Charges**

In addition to the nonrecurring charges listed in Section 5 of this Price List, service order charges apply as described in Section 4 of this Price List. Charges for each Measured Rate DS1 PBX Trunk include a monthly recurring Base Service Charge and usage charges for completed calls originated from the Customer's lines based on the duration of calls during the billing period. In certain circumstances, service to Customers may require the use of private line facilities obtained by the Company from the Incumbent Local Exchange Carrier or another underlying provider. In such circumstances, the monthly recurring charges to the Customer will be the greater of the Company's Monthly Recurring Charges set forth below or the charge to the Company by the Incumbent Local Exchange Carrier or other underlying provider for the private line facility used to serve the Customer. If the Customer is served through a Number Portability Arrangement, the monthly charge to the Customer will be increased by the applicable charge from the Incumbent Local Exchange Carrier to the Company of the Number Portability Arrangement.

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Section 3 - DESCRIPTION OF SERVICE (Cont'd)**3.2 BUSINESS NETWORK SERVICE (Cont'd)****3.2.3 PBX Trunk Service (Cont'd)**

- e. **Integrated Services Digital Network-Primary Rate Interface (ISDN-PRI)
Basic Rate Interface (ISDN-BRI)**

(1) **Description**

ISDN is a single integrated digital telecommunications network architecture which provides for the simultaneous access, transmission and switching of voice data and image services via channelized transport facilities over a set of standard multipurpose user-network interfaces. PRI governs the connectivity between switching equipment (network or Customer) and Customer equipment and allows voice and data services, simultaneously while supporting circuit-switched and packet-switched connections.

The ISDN-PRI feature supports a 64 kb/s D-channel path between Customer digital PBX equipment and the protocol handler in a PSU of the 5ESS(R) switch. This path is made up of a dedicated time slot between channel 24 on a digital facility interface (DFI) and the assigned protocol handler. This feature also provides the administration software for up to 23 B-channels associated with a D-channel in the same T1 facility (1.544 Mb/s for domestic). This interface supports both ISDN PBXs and host computers.

(i) **Features**

Call-by-Call Service - Provides the ability for the Dedicated B-channel(s) to be configured to access multiple Price Listed services on a per-call basis. The Customer premises equipment signals the local central office as to what type of services to access for each call.

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Section 3 - DESCRIPTION OF SERVICE (Cont'd)**3.2 BUSINESS NETWORK SERVICE (Cont'd)****3.2.3 PBX Trunk Service (Cont'd)**

- e. **Integrated Services Digital Network-Primary Rate Interface (ISDN-PRI)/Basic Rate Interface (ISDN-BRI) (Cont'd)**

The ISDN-BRI feature supports one 16 kb/s D-channel path between Customer digital PBS equipment and the protocol handler in a PSU of the 5ESS(R) switch. This feature also provides the administration software for up to 2 B-channels associated with a D-channel in the same T1 facility (1.544 Mb/s for domestic). This interface supports both ISDN PBXs and host computers.

3.3 DIRECTORY ASSISTANCE

The Carrier will provide directory assistance through the use of a third-party vendor of directory assistance services. The Carrier does not offer its own directory assistance service.

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Section 4 - APPLICATION OF RATES**4.1 INTRODUCTION**

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

4.2 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:

- 4.2.1 Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded up to the next whole unit.
- 4.2.2 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).
- 4.2.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an on-hook signal from the terminating carrier.
- 4.2.4 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.
- 4.2.5 All times refer to local times.

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Section 4 - APPLICATION OF RATES (Cont'd)**4.3 RATES BASED UPON DISTANCE**

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

- 4.3.1 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 National Exchange Carrier Association, Inc. Tariff FCC 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). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the Rate Center of the Customer's main billing telephone number.

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Section 4 - APPLICATION OF RATES (Cont'd)

4.3 RATES BASED UPON DISTANCE (Cont'd)

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

- a) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced NECA tariff.
- b) Compute the difference between the "V" coordinates of the two Rate Centers; and the difference between the two "H" coordinates.
- c) Square each difference obtained in step (b) above.
- d) Add the square of the "V" difference and the square of the "H" difference obtained in step (c) above.
- e) Divide the sum of the squares by 10, Round to the next higher whole number if any fraction is obtained.
- f) 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.

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Section 5 -RATES AND CHARGES**5.1 INDIVIDUAL CASE BASIS**

When Carrier furnishes a facility and/or service to which a rate or charge is not specified in Carrier's tariff, charges will be determined on an Individual Case Basis ("ICB"). Specialized rates or charges will be made available to similarly situated Customers on a nondiscriminatory basis.

5.2 TERMINATION LIABILITY

In the event that the Customer terminates service prior to the expiration of the minimum service period set forth in Section 2.2 (or as otherwise provided for in this tariff) or Carrier terminates service pursuant to Sections 2.8.1, the Customer shall be liable to Carrier for: the number of months or portion of month remaining within the minimum service period, times the then current monthly charge or pro-rata monthly charge payable on the effective date of Customer termination or Carrier cancellation.

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Section 5 - RATES AND CHARGES (Cont'd)

5.3 RESIDENTIAL NETWORK SERVICES

5.3.1 Connection Charge

| | | <u>Residence</u> |
|-----|--------------------------------|------------------|
| (a) | Service Order Charge: | |
| | First | \$ |
| | Additional | \$ |
| (b) | Premises Visit Charge: | |
| | First (per 15 min. increment) | \$ |
| | Add'l. (per 15 min. increment) | \$ |

5.3.2 Restoral Charge

| | |
|------------|----|
| First | \$ |
| Additional | \$ |

5.3.3 Moves, Adds and Changes

| | <u>Move</u> | <u>Add</u> | <u>Change</u> |
|-----------------------------|-------------|------------|---------------|
| Residence Charge per order: | | | |
| First | \$ | \$ | \$ |
| Additional | \$ | \$ | \$ |

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Section 5 - RATES AND CHARGES (Cont'd)

5.3 RESIDENTIAL NETWORK SERVICES (Cont'd)

5.3.4 Record Order Charge

| | <u>Residence</u> |
|------------|------------------|
| First | \$ |
| Additional | \$ |

5.3.5 Charges Associated with Premises Visit

| (a) Trouble Isolation Charge | <u>First</u> | <u>Additional</u> |
|---|--------------|-------------------|
| Trouble Isolation Charge Per Premises Visit, Residence: (per 15 min. increment) | \$ | \$ |
| Per Premises Visit, Business: (per 15 min. increment) | \$ | \$ |
| | | |
| (b) Inside Wire Maintenance and Installation | | |
| | | |
| Inside Wire Installation Charge Per Premises Visit, Business 15 min. increment | \$ | \$ |
| | | |
| Inside Wire Maintenance Charge Per Premises Visit, Business 15 min. increment | \$ | \$ |
| | | |
| Inside Wire Installation Charge Per Premises Visit, Residence 15 min. increment | \$ | \$ |

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Section 5 - RATES AND CHARGES (Cont'd)

5.3 RESIDENTIAL NETWORK SERVICES (Cont'd)

5.3.6(a) Measured Rate Residence Line Service

| | <u>Recurring Charges - Term</u> | | | | | <u>Nonrecurring Charges</u> | |
|--------------------------------------|---------------------------------|--------------|--------------|--------------|--------------|-----------------------------|---------------|
| | <u>Monthly</u> | <u>2 Yrs</u> | <u>3 Yrs</u> | <u>5 Yrs</u> | <u>7 Yrs</u> | <u>First</u> | <u>Add'l.</u> |
| <u>Monthly Recurring Charges:</u> | | | | | | | |
| - Each Base Service Line | | | | | | | |
| - Voice Mail Option, per line | | | | | | | |
| - EUCL Residential/One Line Business | | | | | | | |

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Section 5 -RATES AND CHARGES (Cont'd)

5.3 RESIDENTIAL NETWORK SERVICES (Cont'd)

5.3.6(b) Integrated Services Digital Network-Basic Rate Interface (ISDN-BRI)

| | <u>Recurring Charges - Term</u> | | | | | <u>Nonrecurring Charges</u> | |
|----------------------------|---------------------------------|--------------|--------------|--------------|--------------|-----------------------------|---------------|
| | <u>Monthly</u> | <u>2 Yrs</u> | <u>3 Yrs</u> | <u>5 Yrs</u> | <u>7 Yrs</u> | <u>First</u> | <u>Add'l.</u> |
| Basic Rate Digital Line | | | | | | | |
| B Channels (up to 2) | | | | | | | |
| Voice/Data | | | | | | | |
| Message Rate | | | | | | | |
| Voice/Data | | | | | | | |
| Flat Rate | | | | | | | |
| High Speed Packet | | | | | | | |
| D Channel (1 required) | | | | | | | |
| Each Additional Multipoint | | | | | | | |
| Terminal (Shared D) | | | | | | | |

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Section 5 - RATES AND CHARGES (Cont'd)

5.3 RESIDENTIAL NETWORK SERVICES (Cont'd)

5.3.7 Flat Rate Residence Line Service

| | <u>Recurring Charges - Term</u> | | | | | <u>Nonrecurring Charges</u> | |
|--------------------------------------|---------------------------------|--------------|--------------|--------------|--------------|-----------------------------|---------------|
| | <u>Monthly</u> | <u>2 Yrs</u> | <u>3 Yrs</u> | <u>5 Yrs</u> | <u>7 Yrs</u> | <u>First</u> | <u>Add'l.</u> |
| <u>Monthly Recurring Charges:</u> | | | | | | | |
| - Each Base Service Line | \$ NOC | \$ | | | | | |
| - Voice Mail Option, per line | \$ | | | | | | |
| - EUCL Residential/One Line Business | \$ | | | | | | |

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Section 5 - RATES AND CHARGES (Cont'd)

5.4 BUSINESS NETWORK SERVICES

5.4.1 Connection Charge

| | | <u>Business</u> |
|-----|--------------------------------|-----------------|
| (a) | Service Order Charge: | |
| | First | \$ |
| | Additional | \$ |
| (b) | Premises Visit Charge: | |
| | First (per 15 min. increment) | \$ |
| | Add'l. (per 15 min. increment) | \$ |

5.4.2 Restoral Charge

| | |
|------------|----|
| First | \$ |
| Additional | \$ |

5.4.3 Moves, Adds and Changes

| | <u>Move</u> | <u>Add</u> | <u>Change</u> |
|----------------------------|-------------|------------|---------------|
| Business Charge per order: | | | |
| First | \$ | \$ | \$ |
| Additional | \$ | \$ | \$ |

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Section 5 -RATES AND CHARGES (Cont'd)

5.4 BUSINESS NETWORK SERVICES (Cont'd)

5.4.4 Record Order Charge

| | |
|------------|-----------------|
| | <u>Business</u> |
| First | \$ |
| Additional | \$ |

5.4.5 Charges Associated with Premises Visit

| | | | |
|-----|---|--------------|-------------------|
| (a) | Trouble Isolation Charge | <u>First</u> | <u>Additional</u> |
| | Trouble Isolation Charge Per Premises Visit, Residence: (per 15 min. increment) | \$ | \$ |
| | Per Premises Visit, Business: (per 15 min. increment) | \$ | \$ |
| (b) | Inside Wire Maintenance and Installation | | |
| | Inside Wire Installation Charge Per Premises Visit, Business 15 min. increment | \$ | \$ |
| | Inside Wire Maintenance Charge Per Premises Visit, Business 15 min. increment | \$ | \$ |
| | Inside Wire Installation Charge Per Premises Visit, Residence 15 min. increment | \$ | \$ |

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Section 5 - RATES AND CHARGES (Cont'd)

5.4 BUSINESS NETWORK SERVICES (Cont'd)

5.4.6 Basic Business Line Service

| | <u>Recurring Charges - Term</u> | | | | | <u>Nonrecurring Charges</u> | |
|--|---------------------------------|--------------|--------------|--------------|--------------|-----------------------------|---------------|
| | <u>Monthly</u> | <u>2 Yrs</u> | <u>3 Yrs</u> | <u>5 Yrs</u> | <u>7 Yrs</u> | <u>First</u> | <u>Add'l.</u> |
| Flat Rate Basic Business Line Service | | | | | | | |
| Measured Rate Basic Business Line Service | | | | | | | |
| EUCL - Multiline Business | | | | | | | |
| EUCL - Residential/One Line Business | | | | | | | |

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Section 5 -RATES AND CHARGES (Cont'd)

5.4 BUSINESS NETWORK SERVICES (Cont'd)

5.4.7 Public Access Line Service

| | Recurring Charges - Term | | | | | Nonrecurring Charges | |
|--------------------|--------------------------|--------|--------|--------|--------|----------------------|--------|
| | Monthly | 2 Yrs | 3 Yrs | 5 Yrs | 7 Yrs | First | Add'l. |
| | | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ | \$ |
| Public Access Line | \$ | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ | \$ |

5.4.8 PBX Trunk Service

| | Recurring Charges - Term | | | | | Nonrecurring Charges | |
|---------------------------|--------------------------|--------|--------|--------|--------|----------------------|--------|
| | Monthly | 2 Yrs | 3 Yrs | 5 Yrs | 7 Yrs | First | Add'l. |
| | | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ | \$ |
| Each Group of 20 numbers | \$ | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ | \$ |
| Each Group of 100 numbers | \$ | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ | \$ |

(a) Measured Rate Digital PBX Trunks

| | Recurring Charges - Term | | | | | Nonrecurring Charges | |
|-----------------------------|--------------------------|--------|--------|--------|--------|----------------------|---------|
| | Monthly | 2 Yrs | 3 Yrs | 5 Yrs | 7 Yrs | First | Add'l. |
| | | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ | \$ |
| DID Service | \$ | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ | \$ |
| DOD Service | \$ | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ 0.00 | \$ 0.00 |
| Combination Service | \$ | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ 0.00 | \$ 0.00 |
| DID/Combination Service | \$ | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ | \$ |
| Each DID Trunk Group | \$ 0.00 | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ 0.00 | \$ 0.00 |
| Each DOD Trunk Group | \$ 0.00 | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ 0.00 | \$ 0.00 |
| DID/DOD Combination Trunk | \$ 0.00 | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ 0.00 | \$ 0.00 |
| Combination Trunk Group | \$ 0.00 | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ 0.00 | \$ 0.00 |
| Voice Mail Option, per line | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC |

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Section 5 -RATES AND CHARGES (Cont'd)

5.4 BUSINESS NETWORK SERVICES (Cont'd)

5.4.8 PBX Trunk Service (Cont'd)

(b) Measured Rate Analog PBX Trunks

| | <u>Recurring Charges - Term</u> | | | | | <u>Nonrecurring Charges</u> | |
|-----------------------------|---------------------------------|--------------|--------------|--------------|--------------|-----------------------------|---------------|
| | <u>Monthly</u> | <u>2 Yrs</u> | <u>3 Yrs</u> | <u>5 Yrs</u> | <u>7 Yrs</u> | <u>First</u> | <u>Add'l.</u> |
| | DID Service | \$ | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ |
| DOD Service | \$ | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ 0.00 | \$ 0.00 |
| Combination Service | \$ | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ 0.00 | \$ 0.00 |
| DID/Combination Service | \$ | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ | \$ |
| Each DID Trunk Group | \$ 0.00 | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ 0.00 | \$ 0.00 |
| Each DOD Trunk Group | \$ 0.00 | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ 0.00 | \$ 0.00 |
| DID/DOD Combination Trunk | \$ 0.00 | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ 0.00 | \$ 0.00 |
| Combination Trunk Group | \$ 0.00 | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ 0.00 | \$ 0.00 |
| Voice Mail Option, per line | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC |

(c) Flat Rate Digital PBX Trunks

| | <u>Recurring Charges - Term</u> | | | | | <u>Nonrecurring Charges</u> | |
|-----------------------------|---------------------------------|--------------|--------------|--------------|--------------|-----------------------------|---------------|
| | <u>Monthly</u> | <u>2 Yrs</u> | <u>3 Yrs</u> | <u>5 Yrs</u> | <u>7 Yrs</u> | <u>First</u> | <u>Add'l.</u> |
| | DID Service | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC |
| DOD Service | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC |
| Combination Service | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC |
| DID/Combination Service | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC |
| Each DID Trunk Group | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC |
| Each DOD Trunk Group | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC |
| Combination Trunk Group | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC |
| DID/DOD Combination Trunk | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC |
| Voice Mail Option, per line | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC |

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Section 5 -RATES AND CHARGES (Cont'd)

5.4 BUSINESS NETWORK SERVICES (Cont'd)

5.4.8 PBX Trunk Service (Cont'd)

(d) Flat Rate Analog PBX Trunks

| | Recurring Charges - Term | | | | | Nonrecurring Charges | |
|-----------------------------|--------------------------|--------|--------|--------|--------|----------------------|--------|
| | Monthly | 2 Yrs | 3 Yrs | 5 Yrs | 7 Yrs | First | Add'l. |
| | DID Service | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC |
| DOD Service | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC |
| Combination Service | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC |
| DID/Combination Service | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC |
| Each DID Trunk Group | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC |
| Each DOD Trunk Group | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC |
| Combination Trunk Group | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC |
| DID/DOD Combination Trunk | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC |
| Voice Mail Option, per line | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC |

(e) Charges on All Trunks

| | Recurring Charges - Term | | | | | Nonrecurring Charges | |
|---|--------------------------|--------|--------|--------|--------|----------------------|---------|
| | Monthly | 2 Yrs | 3 Yrs | 5 Yrs | 7 Yrs | First | Add'l. |
| EUCL - Multiline Business | \$ | \$ | \$ | \$ | \$ | \$ 0.00 | \$ 0.00 |
| EUCL - Residential/One Line Business | \$ | \$ | \$ | \$ | \$ | \$ 0.00 | \$ 0.00 |
| Remote Call Forwarding | | | | | | | |
| - terminating | \$ 0.00 | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ 0.00 | \$ 0.00 |
| - terminating paths | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC |
| - originating | \$ | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ | \$ |
| - originating paths | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC |
| Sequential Hunting | \$ 0.00 | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ 0.00 | \$ 0.00 |
| Circular Hunting | \$ 0.00 | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ 0.00 | \$ 0.00 |
| Uniform Hunting | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC |

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Section 5 - RATES AND CHARGES (Cont'd)

5.4 BUSINESS NETWORK SERVICES (Cont'd)

5.4.8 PBX Trunk Service (Cont'd)

(f) DS1 PBX Trunk Service

Where appropriate facilities do not exist, Special Construction charges will also apply.

| <u>Measured Rate</u> | <u>Recurring Charges - Term</u> | | | | | <u>Nonrecurring Charges</u> | |
|--------------------------|---------------------------------|--------------|--------------|--------------|--------------|-----------------------------|---------------|
| | <u>Monthly</u> | <u>2 Yrs</u> | <u>3 Yrs</u> | <u>5 Yrs</u> | <u>7 Yrs</u> | <u>First</u> | <u>Add'l.</u> |
| Facility | \$ 0.00 | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ 0.00 | \$ 0.00 |
| Per Active Channel (DID) | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Per Active Channel (DOD) | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| <u>Flat Rate</u> | | | | | | | |
| Facility | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC |
| Per Active Channel (DID) | \$ | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ | \$ |
| Per Active Channel (DOD) | \$ | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ | \$ |

(g) Integrated Services Digital Network-Primary Rate Interface (ISDN-PRI)/Basic Rate Interface (ISDN-BRI)

Where appropriate facilities do not exist, Special Construction charges will also apply.

| | <u>Recurring Charges - Term</u> | | | | | <u>Nonrecurring Charges</u> | |
|------------------------------|---------------------------------|--------------|--------------|--------------|--------------|-----------------------------|---------------|
| | <u>Monthly</u> | <u>2 Yrs</u> | <u>3 Yrs</u> | <u>5 Yrs</u> | <u>7 Yrs</u> | <u>First</u> | <u>Add'l.</u> |
| PRI System Termination | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Primary Rate Interface | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC |
| Call by Call Service per PRI | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| PRI B Channel Message Rate | \$ | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ NOC | \$ | \$ |
| PRI B Channel Flat Rate | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC |
| PRI D Channel Message Rate | \$ 0.00 | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ 0.00 | \$ 0.00 |
| PRI D Channel Flat Rate | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC | \$ NOC |

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