

ORIGINAL

GERRY, FRIEND & SAPRONOV, LLP

ATTORNEYS AT LAW
SUITE 1450

THREE RAVINIA DRIVE
ATLANTA, GEORGIA 30346-2131

(770) 399-9500

FACSIMILE (770) 395-0000

EMAIL: gflaw@gflaw.com

00 MAY -2 AM 11:09
MAIL ROOM

May 1, 2000

VIA OVERNIGHT DELIVERY

Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

000535-II

Re: Application of Urban Media of Florida, Inc. for a Certificate of Authority to Provide Interexchange Telecommunications Service ("Application")

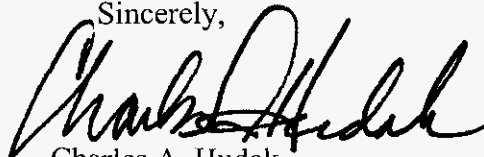
Dear Sir or Madam:

Enclosed are the original and seven (7) copies of the Application. Please file the Application in your usual fashion and return one (1) file-stamped copy to us in the enclosed envelope.

Also enclosed is a check in the amount of \$250.00 to cover the cost of filing the Application.

If you have any questions or comments, please call the undersigned.

Sincerely,


Charles A. Hudak

CAH/jh

Enc.

cc: Urban Media of Florida, Inc.
(with enclosure)

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:
AR

DOCUMENT NUMBER - DATE

05448 MAY-28

FPSC-RECORDS/REPORTING

ORIGINAL

000535-TI

APPLICATION FORM FOR
AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS
SERVICE WITHIN THE STATE OF FLORIDA

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

- Original Authority** (New company).
- Approval of Transfer (To another certificated company).
- Approval of Assignment of existing certificate (To a non-certificated company).
- Approval for transfer of control (To another certificated company).

2. Select what type of business your company will be conducting (check all that apply):

- Facilities based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
- Operator Service Provider** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- Reseller** - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
- Switchless rebiller** - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
- Multi-Location Discount Aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers. Then offers the resold service by enrolling unaffiliated customers.

3. Name of corporation partnership, cooperative, joint venture or sole proprietorship:

Urban Media of Florida, Inc.

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

Urban Media

DOCUMENT NUMBER-DATE

05448 MAY-28

FPSC-RECORDS/REPORTING

5. National address (including street name and number, post office box, city, state and zip code).

Urban Media of Florida, Inc.
101 University Avenue, Suite 400
Palo Alto, California 94301
Tel: (650) 330-7400
Fax: (650) 833-5415

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

Applicant does not maintain, and does not intend to maintain, an office in the State of Florida.

7. Structure of organization;

Individual Corporation
 Foreign Corporation Foreign Partnership
 General Partnership Limited Partnership
 Other, _____

8. If applicant is an individual or partnership, please give name, title and address of sole proprietor or partners.

Not applicable.

- (a) Provide proof of compliance with the foreign limited partnership statute (Chapter 620.169 FS), if applicable.

Not applicable.

- (b) Indicate if the individual or any of the partners have previously been:

- (1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.

Not applicable.

- (2) 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.

9. If incorporated, please give:

- (a) Proof from the Florida Secretary of State that the applicant has authority to operate in Florida.

Corporate Charter Number:

**Applicant's Florida Secretary of State corporate registration number is:
F00000001899**

Applicant's Certificate of Authority to transact business in the State of Florida is attached hereto at Exhibit "A".

- (b) Name and address of the company's Florida registered agent.

The name and address of Applicant's registered agent for service of process in the State of Florida is:

**Corporation Service Company
1201 Hays Street
Tallahassee, FL 32301**

- (c) Provide proof of compliance with the fictitious name statute (Chapter 865.09 FS), if applicable.

Fictitious name registration number:

Not applicable.

- (d) Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

- (1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.

None of Applicant's officers, directors, or any of the ten largest stockholders has previously been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime.

- (2) 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.

None of Applicant's officers, directors, or any of the ten largest stockholders is currently an officer, director, partner or stockholder in any other Florida certificated telephone company. However, certain of Applicant's officers and directors previously have been

employed by AT&T and Teleport Communications Group which are Florida certificated telephone companies.

10. Who will serve as liaison with the Commission in regard to (please give name, title, address and telephone number):

(a) The application;

Karen Notsund
Senior Director, Regulatory and External Affairs
Urban Media of Florida, Inc.
One Kaiser Plaza, Suite 1350
Oakland, California 94612
Tel: (510) 302-0307
Fax: (510) 302-0336

(b) Official Point of Contact for the ongoing operations of the company;

Karen Notsund
Senior Director, Regulatory and External Affairs
Urban Media of Florida, Inc.
One Kaiser Plaza, Suite 1350
Oakland, California 94612
Tel: (510) 302-0307
Fax: (510) 302-0336

(c) Tariff;

Karen Notsund
Senior Director, Regulatory and External Affairs
Urban Media of Florida, Inc.
One Kaiser Plaza, Suite 1350
Oakland, California 94612
Tel: (510) 302-0307
Fax: (510) 302-0336

(d) Complaints/Inquiries from customers;

Karen Notsund
Senior Director, Regulatory and External Affairs
Urban Media of Florida, Inc.
One Kaiser Plaza, Suite 1350
Oakland, California 94612
Tel: (510) 302-0307
Fax: (510) 302-0336

11. List the states in which the applicant:

- (a) Has operated as an interexchange carrier.

Applicant has not yet operated as an interexchange carrier or operator service provider in any state.

- (b) Has applications pending to be certificated as an interexchange carrier.

Applicant has not filed an application with any other state regulatory commission for authority to operate as an interexchange carrier or operator service provider. However, Applicant's affiliated corporations, all wholly-owned subsidiaries of Applicant's parent, have filed applications for authority to provide interexchange telecommunications services and operator services in the states of California, Colorado, Georgia, Illinois, Michigan, Maryland, New Jersey, Pennsylvania, Texas, Virginia and in the District of Columbia.

- (c) Is certificated to operate as an interexchange carrier.

Applicant has not yet received certification to operate as an interexchange carrier or operator service provider in any state.

- (d) Has been denied authority to operate as an interexchange carrier and the circumstances involved.

Applicant has not been denied certification to operate as an interexchange carrier or operator service provider in any state.

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

Applicant has not been assessed regulatory penalties for violating any State or Federal telecommunications statutes.

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

Applicant has not been involved in any civil court proceeding with an interexchange carrier, local exchange carrier or other telecommunications entity in any State or Federal jurisdiction.

12. What services will the applicant offer to other certificated telephone companies:

- | | | | |
|-------------------------------------|-------------------------------|--------------------------|-----------|
| <input checked="" type="checkbox"/> | Facilities | <input type="checkbox"/> | Operators |
| <input type="checkbox"/> | Billing and Collection | <input type="checkbox"/> | Sales |
| <input type="checkbox"/> | Maintenance | | |
| <input checked="" type="checkbox"/> | Other: Resale Services | | |

13. Do you have a marketing program?

Applicant intends to utilize its existing marketing and sales personnel to promote its services within the State of Florida.

14. Will your marketing program: **Not applicable.**

- Pay commissions?
- Offer sales franchises?
- Offer multi-level sales incentives?
- Offer other sales incentives?

15. Explain any of the offers checked in question 14 (To whom, what amount, type of franchise, etc.)

Not applicable.

16. Who will receive the bills for your service (Check all that apply)?

- Residential customers
- Business customers
- PATS providers
- PATS station end-users
- Hotels and motels
- Hotel and motel guests
- Universities
- University dormitory residents
- Other: (specify)

17. Please provide the following (if applicable):

- (a) Will the name of your company appear on the bill for your services, and if not who will the billed party contact to ask questions about the bill (provide name and phone number) and how is this information provided:

Applicant's name will appear on each customer's monthly invoice for services.

- (b) Name and address of the firm who will bill for your services.

Applicant intends to bill its customers directly for interexchange telecommunications services and operator services. In this regard, Applicant's name, address and toll-free customer assistance telephone number will appear on all customer invoices for services.

18. Please submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485.

Applicant's proposed tariff is attached hereto at Exhibit "B".

19. The applicant will provide the following interexchange carrier services (Check all that apply):

- MTS with distance sensitive per minute rates
- Method of access is FGA
- Method of access is FGB
- Method of access is FGD
- Method of access is 800

- MTS with route specific rates per minute
- Method of access is FGA
- Method of access is FGB
- Method of access is FGD
- Method of access is 800

- MTS with statewide flat rates per minute (i.e. not distance sensitive)
- Method of access is FGA
- Method of access is FGB
- Method of access is FGD
- Method of access is 800

- MTS for pay telephone service providers

- Block-of-time calling plan (Reach out Florida, Ring America, etc.)
- 800 Service (Toll free)

- WATS type service (Bulk or volume discount)
- Method of access is via dedicated facilities
- Method of access is via switched facilities

- Private Line services (Channel services)
(For example, 1.544 mbs., DS-3, etc.)

- Travel Service
- Method of access is 950
- Method of access is 800

- 900 Service

- Operator Services

- Available to presubscribed customers
- Available to non presubscribed customers (for example, to patrons of hotels, students in universities, patients in hospitals)
- Available to inmates
- Services included are:
- Station assistance
- Person-to-Person assistance

- Directory assistance
- Operator verify and interrupt
- Conference Calling

20. What does the end user dial for each of the interexchange carrier services that were checked in services included (above).

Applicant's customers will obtain access to services by dialing "1+", "1-800" or "101XXXX" dialing sequences.

21. Other:

Applicant intends to provide facilities-based local exchange and interexchange telecommunications services primarily to business customers and tenants of certain commercial office buildings in Florida. In order to provide its services, Applicant intends to use a combination of unbundled network elements (e.g., transport) leased from other certificated local carriers, Applicant's own facilities, and long distance transmission facilities leased or purchased from other certificated long distance carriers.

APPLICANT ACKNOWLEDGEMENT 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 its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50.00 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:** A non-refundable application fee of \$250.00 must be submitted with the application.
5. **LEC BYPASS RESTRICTIONS:** I acknowledge the Commission's policy that interexchange carriers shall not construct facilities to bypass the LECs without first demonstrating to the Commission that the LEC cannot offer the needed facilities at a competitive price and in a timely manner.
6. **RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is the Company's responsibility to comply with all current and future Commission requirements regarding interexchange telephone service.
7. **ACCURACY OF APPLICATION:** By my signature below, I attest to the accuracy of the information contained in this application and associated attachments.

URBAN MEDIA OF FLORIDA, INC.

By: 
Michael A. Morris
Vice President and Secretary

Date: April 27, 2000

APPENDIX A

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

A statement of how the Commission can be assured of the security of the customer's deposits and advance payments may be responded to in one of the following ways (applicant please check one):

- (X) The applicant will not collect deposits nor will it collect payments for service more than one month in advance.
- () The applicant will file with the Commission and maintain a surety bond in an amount equal to the current balance of deposits and advance payments in excess of one month. (Bond must accompany application).



Michael A. Morris
Vice President and Secretary
Urban Media of Florida, Inc.

April 27 2000
Date

APPENDIX B

INTRASTATE NETWORK

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

Applicant will have two POPs within the State of Florida, one in Jacksonville and one in Tampa. The POP locations will be the same as the switch sites identified below.

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

Applicant will deploy two DMS500 switches within Florida. One switch will be located in Jacksonville at 6602 Executive Park Court, and the other switch will be located in Tampa at 7850 Woodland Center Blvd. Both switches will be owned and operated by Applicant or an affiliate of Applicant.

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>Type</u>	<u>Ownership</u>
-------------------	-------------	------------------

Applicant intends to use existing transmission facilities. In addition, Applicant intends to lease unbundled network elements and/or transport from BellSouth Telecommunications, Inc. or from other certificated, facilities-based carriers operating in the State of Florida.

4. ORIGINATING SERVICE: Please provide the list of exchanges where you are proposing to provide originating service within thirty (30) days after the effective date of the certificate (Appendix C).

5. TRAFFIC RESTRICTIONS: Please explain how the applicant will comply with the EAEA requirements contained in Commission Rule 25-24.471 (4) (a).

Applicant shall limit its intraEAEA service to MTS toll service. Applicant has the ability to screen all calls and shall block any other unauthorized intraLATA local call.


6. CURRENT FLORIDA INTRASTATE SERVICES: Applicant has () or has not (X) previously provided intrastate telecommunications in Florida. If the answer is has, fully describe the following:

- (a) What services have been provided and when did these services begin?

Not applicable.

- (b) If the services are not currently offered, when were they discontinued?

Not applicable.



Michael A. Morris
Vice President and Secretary
Urban Media of Florida, Inc.

April 27, 2000
Date

APPENDIX C

FLORIDA TELEPHONE EXCHANGES

AND

EAS ROUTES

Describe the service area in which you hold yourself out to provide service by telephone company exchange. If all services listed in your tariff are not offered at all locations, so indicate.

In an effort to assist you, attached is a list of major exchanges in Florida showing the small exchanges with which each has extended area service (EAS).

Applicant intends to offer interexchange telecommunications services and operator services from all telephone company exchanges located within the State of Florida.



Michael A. Morris
Vice President and Secretary
Urban Media of Florida, Inc.

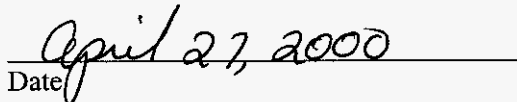

Date

EXHIBIT "A"

CERTIFICATE TO TRANSACT BUSINESS



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

April 5, 2000

JANNA WILSON
CSC NETWORKS
TALLAHASSEE, FL

Qualification documents for URBAN MEDIA OF FLORIDA, INC. were filed on April 5, 2000 and assigned document number F00000001899. Please refer to this number whenever corresponding with this office.

Your corporation is now qualified and authorized to transact business in Florida as of the file date.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please telephone (850) 487-6051, the Foreign Qualification/Tax Lien Section.

Buck Kohr
Corporate Specialist
Division of Corporations

Letter Number: 200A00018739

Account number: 072100000032

Account charged: 70.00

Received Time: 7:39 AM P.O. BOX 6327 - Tallahassee, Florida 32314

TRANSMITTAL LETTER

To: Qualification/Tax Lien Section
Division of Corporations

SUBJECT: Urban Media of Florida, Inc.
(Name of corporation - must include suffix)

Dear Sir or Madam:

The enclosed "Application by Foreign Corporation for Authorization to Transact Business in Florida," "Certificate of Existence", and check are submitted to register the above referenced foreign corporation to transact business in Florida.

Please return all correspondence concerning this matter to the following:

Laura E. Karaszik
(Name of Person)
WSGR
(Firm/Company)
650 Page Mill Road
(Address)
Palo Alto, CA 94304-1050
(City/State/Zip)

RECEIVED
DIVISION OF CORPORATIONS
OCT 11 1987
5 52 PM

Should you need to call someone concerning this matter, please call:

Laura Karaszik at (650) 849-5551
(Name of Person) (Area Code & Daytime Telephone Number)

STREET ADDRESS:

Qualification/Tax Lien Section
Division of Corporations
409 E. Gaines St.
Tallahassee, FL 32399

MAILING ADDRESS:

Qualification/Tax Lien Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Enclosed is a check for the following amount:

- \$70.00 Filing Fee
- \$78.75 Filing Fee & Certificate of Status
- \$78.75 Filing Fee & Certified Copy
- \$87.50 Filing Fee, Certificate of Status & Certified Copy

Received Time Apr. 7. 9:39AM

APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 607.1501, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF FLORIDA.

1. Urban Media of Florida, Inc.

(Name of corporation; must include the word "INCORPORATED", "COMPANY", "CORPORATION" or words or abbreviations of like import in language as will clearly indicate that it is a corporation instead of a natural person or partnership if not so contained in the name at present.)

2. Delaware

(State or country under the law of which it is incorporated)

3. _____

(FEI number, if applicable)

4. March 21, 2000

(Date of incorporation)

5. perpetual

(Duration: Year corp. will cease to exist or "perpetual")

6. On or about May 1, 2000

(Date first transacted business in Florida.) (SEE SECTIONS 607.1501, 607.1502 and 817.155, F.S.)

7. 101 University Ave., Ste. 400

Palo Alto, CA 94301

(Current mailing address)

8. To provide telecommunication services

(Purpose(s) of corporation authorized in home state or country to be carried out in state of Florida)

9. Name and street address of Florida registered agent: (P.O. Box or Mail Drop Box NOT acceptable)

Name: Corporation Service Company

Office Address: 1201 Hays St.

Tallahassee

Florida, 32301

(Zip code)

10. Registered agent's acceptance:

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Deborah D. Skipper

(Registered agent's signature)

Deborah D. Skipper
as its agent

11. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

12. Names and addresses of officers and/or directors: (Street address ONLY - P.O. Box NOT acceptable)

Received Time Apr. 7. 9:39AM

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00 APR - 5
PM 5:52

A. DIRECTORS (Street address only - P.O. Box NOT acceptable)

Chairman: See Attached Rider

Address: _____

Vice Chairman: _____

Address: _____

Director: _____

Address: _____

Director: _____

Address: _____

00 APR -5 PM 5:52

B. OFFICERS (Street address only - P.O. Box NOT acceptable)

President: See Attached Rider

Address: _____

Vice President: _____

Address: _____

Secretary: _____

Address: _____

Treasurer: _____

Address: _____

NOTE: If necessary, you may attach an addendum to the application listing additional officers and/or directors:

13. Michael Morris
(Signature of Chairman, Vice Chairman, or any officer listed in number 12 of the application)

14. Michael Morris, VP & Secretary
(Typed or printed name and capacity of person signing application)

Received Time Apr. 7. 9:39AM

Officers/Directors Rider

<u>Name</u>	<u>Title</u>	<u>Address</u>
Sean Doherty	President and Sole Director	101 University Ave., Suite 400 Palo Alto, CA 94301
Michael Morris	Vice President and Secretary	101 University Ave., Suite 400 Palo Alto, CA 94301

APR 5 5 50 PM '00

State of Delaware

PAGE 1

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "URBAN MEDIA OF FLORIDA, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-FOURTH DAY OF MARCH, A.D. 2000.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE NOT BEEN ASSESSED TO DATE.

00 APR -5 PM 5:52
DIVISION OF DOCUMENTS



Edward J. Freel

Edward J. Freel, Secretary of State

3198396 8300

001149581
Received Time Apr. 7. 9:39AM

AUTHENTICATION: 0336546

DATE: 03-24-00

EXHIBIT "B"

PROPOSED TARIFF

INTEREXCHANGE SERVICES TARIFF

**RULES, REGULATIONS, AND
PRICE LIST
APPLICABLE TO
INTEREXCHANGE SERVICES
FURNISHED BY
URBAN MEDIA OF FLORIDA, INC.
WITHIN THE
STATE OF FLORIDA**

This tariff contains the rules and regulations applicable to the Intrastate, Interexchange Telecommunications Service provided by Urban Media of Florida, Inc. within the State of Florida. This tariff is on file with the Florida Public Service Commission and may be inspected during regular business hours. Copies are also available for inspection at Urban Media's primary place of business serving the State of Florida, 200 North Point Center East, Suite 550, Alpharetta, GA, 30022.

Issued: May 3, 2000

Effective:

Issued by:
Karen Notsund
Senior Director, Regulatory & External Affairs
1 Kaiser Plaza, Suite 1350
Oakland, CA 94612

FORMAT

A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially by section. However, new pages are occasionally added to the price list. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.

B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.

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

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

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

CHECK SHEET

The pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original price list that are in effect on the date shown on each page.

<u>SECTION</u>	<u>PAGE</u>	<u>REVISION</u>
Title Page	1	Original
Format	2	Original
Check Sheet	3	Original
Check Sheet	4	Original
Check Sheet	5	Original
Table of Contents	6	Original
Table of Contents	7	Original
Index	8	
Index	9	
Explanation of Symbols	10	Original
Application of Price List	11	Original
Section 1.0 – Definitions	12	Original
Section 1.0 – Definitions	13	Original
Section 1.0 – Definitions	14	Original
Section 1.0 – Definitions	15	Original
Section 1.0 – Definitions	16	Original
Section 1.0 – Definitions	17	Original
Section 1.0 – Definitions	18	Original
Section 1.0 – Definitions	19	Original
Section 2.0 -- Rules and Regulations	20	Original
Section 2.0 -- Rules and Regulations	21	Original
Section 2.0 -- Rules and Regulations	22	Original
Section 2.0 -- Rules and Regulations	23	Original
Section 2.0 -- Rules and Regulations	24	Original
Section 2.0 -- Rules and Regulations	25	Original
Section 2.0 -- Rules and Regulations	26	Original

* Indicates pages submitted with most recent filing.

Issued: May 3, 2000

Effective:

Issued by:
Karen Notsund
Senior Director, Regulatory & External Affairs
1 Kaiser Plaza, Suite 1350
Oakland, CA 94612

CHECK SHEET

<u>SECTION</u>	<u>PAGE</u>	<u>REVISION</u>
Section 2.0 -- Rules and Regulations	27	Original
Section 2.0 -- Rules and Regulations	28	Original
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Section 2.0 -- Rules and Regulations	31	Original
Section 2.0 -- Rules and Regulations	32	Original
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Section 2.0 -- Rules and Regulations	37	Original
Section 2.0 -- Rules and Regulations	38	Original
Section 2.0 -- Rules and Regulations	39	Original
Section 2.0 -- Rules and Regulations	40	Original
Section 2.0 -- Rules and Regulations	41	Original
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EXPLANATION OF SYMBOLS

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

- (D) To signify deleted or discontinued rate or regulation.
- (I) To signify increased rate.
- (M) To signify a move in the location of text.
- (N) To signify new rate or regulation.
- (R) To signify reduced rate.
- (T) To signify a change in text but no change in rate or regulation.

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APPLICATION OF PRICE LIST

This price list sets forth the service offerings, rates, terms and conditions applicable to interexchange services provided by Urban Media of Florida, Inc. within the State of Florida in accordance with the conditions set forth herein. The Company's service is currently available only to business customers. Service under this price list is only available to Customers located in buildings where the Company owns or leases facilities.

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1.0 DEFINITIONS

For the purpose of this price list, the following definitions will apply:

Access Services: The Company's intrastate telephone services offered pursuant to this price list.

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

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

Applicant: A person, association, partnership, corporation or government agency making a written or oral request for the commencement of or changes in its public utility service.

Application: A written or oral request to a public utility for the commencement of or changes in public utility service.

Automatic dialing-announcing device: Automatic equipment used for solicitation which has a storage capability of multiple numbers to be called or a random or sequential number generator that produces numbers to be called and has the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called.

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

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

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1.0 DEFINITIONS (cont'd)

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

Busy hour: The continuous 1-hour period of the day during which the volume of traffic is greater than during another continuous 1-hour period of the same day.

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

Busy season: The calendar month or 30-day period of the year during which the greatest volume of traffic is handled in the office.

Calls: A customer telephone message attempted.

Central office: An operating unit equipped with switching apparatus by means of which telephonic communication is established between telephones connected to it or by the additional aid of trunk lines between the telephones and telephones connected to other central offices.

Collocation: An arrangement whereby the Company's switching equipment is located in a local exchange Company's central office.

Commission: The Florida Public Service Commission.

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

Company: Urban Media of Florida, Inc., or UMFI, the issuer of this price list.

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

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1.0 DEFINITIONS (cont'd)

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

Customer or Subscriber: The person, firm or corporation, which orders service and is responsible for the payment of charges and compliance with the Company's regulations. A person, association, partnership, corporation or government agency provided with telephone service by a regulated public utility.

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

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

Dial Pulse (DP): The pulse type employed by rotary dial station sets.

Deposit: Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

DID Trunk: A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

Direct Inward Dial (DID): A service attribute that routes incoming calls directly to stations, bypassing a central answering point.

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

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

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

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1.0 DEFINITIONS (cont'd)

EAS—extended area service: The expansion of a local calling area to include additional exchanges.

End Office: An ILEC or CLEC switching system where station Loops are terminated for purposes of interconnection to each other and to trunks.

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

Exchange: A unit established by a public utility for the administration of communication services under its specific local exchange service price list provisions consisting of one or more central offices with associated plant facilities used in furnishing services and having one point designated for the purpose of rating toll calls for customers.

Exchange Telephone Company or Telephone Company: Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

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

Hearing Impaired: Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

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

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

IXC or Interexchange Carrier: A long distance telecommunications services provider. A carrier which provides interexchange telephone services to the public.

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

1.0 DEFINITIONS (cont'd)

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

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

Local service area: The area within which customers may call without assessment of toll charges.

Local Interconnection Trunking Service: A local circuit administration point, other than a cross-connect or an information outlet, that provides capability for routing and re-routing circuits.

Mbps: Megabits, denotes millions of bits per second.

Message: A completed customer or user call.

Message unit: A unit of measurement used for a form of exchange service under which originated messages are measured and charged for in accordance with the local exchange price list.

Metering: The metering of data concerning a customer's calls which is used in preparation of the customer's bill for service which is made by operators, automatic message accounting, message registers or other acceptable data recorder methods.

Minimum Point of Presence (MPOP): The physical point of demarcation within a Customer's premises at which the company's responsibility for the provision of service (including installation and repair, as well as installation and maintenance of inside wire) ends.

MOU: Minutes of use.

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

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

Nonprimary service order: An application for simple business, voice grade, public utility service which is not primary service.

Network: Refers to the Company's facilities, equipment, and services provided under this Price list.

Non-Recurring Charge (NRC): The initial charge, usually assessed on a one-time basis, to initiate and establish service.

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1.0 DEFINITIONS (cont'd)

NPA: Numbering plan area or area code.

Off-Net: A means for carrying and switching traffic to or from the Customer's premises, where the Company leases Other Telephone Company's facilities to deliver traffic to a Customer location. With Off-Net service, the Customer's premises is connected through such facilities directly to switching equipment leased by the Company for resale purposes from Other Telephone Companies. (Off-Net traffic consists of all traffic that is not considered to be On-Net traffic.)

On-Net: A means for carrying and switching local traffic to or from the Customer's premises, where the Company connects to the MPOP in a Customer building or on a Customer's premises using Company-owned fiber facilities or local loops obtained from Other Telephone Companies. With On-Net service, the Customer's premises are connected through such facilities directly to switching equipment owned by the Company.

Other Telephone Company: An Exchange Telephone Company, other than the Company.

PBX: Private Branch Exchange

Point of Presence (POP): The physical location where or from which an IXC gains access to an ILEC, CLC, or other IXC Network.

Primary service order: An application for simple business, voice grade, public utility service to be provided at a customer location which does not have public utility service including, but not limited to, the initial connection of a new customer or the transfer of public utility service of an existing customer's service to a new location.

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

1.0 DEFINITIONS (cont'd)

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

Service Switching Point (SSP): A Service Switching Point denotes an end office or tandem, which, in addition to having SS7 and SP capabilities, is also equipped to query centralized databases.

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

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

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

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

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

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

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

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

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1.0 DEFINITIONS (cont'd)

Subscriber: A person, firm or corporation designated on public utility records as the party responsible for payment of bills for telephone service.

Surveillance level: A measurement of telephone service which indicates a need for the public utility to investigate the cause of the problem, to remedy the problem and to inform the Commission of the problem.

Tandem: A switch facility to which NPA and NXX codes are subtended.

Toll Free: A term to describe an inbound communications service, which permits a call to be completed at a location without charge to the calling party. Access to the service is gained by dialing a ten (10) digit telephone number (e.g. NPA is 800, 877, 888, etc.).

Trouble report: A written or oral report delivered to an authorized public utility representative by a customer or user of public utility services which relates to a defect, difficulty or dissatisfaction with the public utility's regulated service.

Trunk: A communication channel between central offices, switching units or private branch exchanges.

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

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

Usage Based Charges: Charges for minutes or messages traversing over local exchange facilities.

User or End User: A Customer, Joint User, or any other person authorized by a Customer to use service provided under this price list.

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

Working day: A day except Saturday, Sunday or legal holiday.

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2.0 RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

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 originating from points within the State of Florida, and terminating within a local calling area as defined herein.

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

2.1.2 Shortage of Equipment or Facilities

- A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B) The furnishing of service under this 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.

2.0 RULES AND REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.3 Terms and Conditions

- A) Service is provided 24-hours per day. For the purpose of computing charges in this price list, a month is considered to have thirty (30) days.
- B) Customers may be required to enter into written service orders shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this price list. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C) Except as otherwise stated in the price list, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this price list prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the service order, shall survive such termination.
- D) Service may be terminated upon written notice to the Customer if:
 - 1) the Customer is using the service in violation of this price list; or
 - 2) the Customer is using the service in violation of the law.
- E) This price list shall be interpreted and governed by the laws of the State of Florida without regard for its choice of laws provision.

2.0 RULES AND REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.3 Terms and Conditions (cont'd)

- F) Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- G) The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

2.1.4 Limitations on Liability

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

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2.0 RULES AND REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability (cont'd)

- C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- D) The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense incurred by the customer including reasonable counsel fees, due to:
 - 1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
 - 2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - 3) Any unlawful or unauthorized use of the Company's facilities and services;
 - 4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
 - 5) Breach in the privacy or security of communications transmitted over the Company's facilities;

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2.0 RULES AND REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability (cont'd)

D. (cont'd)

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

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2.0 RULES AND REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability (cont'd)

- E) The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.
- F) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- G) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.
- H) Except as otherwise stated in this Price list, 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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2.0 RULES AND REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability (cont'd)

- I) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- J) Failure by the Company to assert its rights pursuant to one provision of this price list does not preclude the Company from asserting its rights under other provisions.

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2.0 RULES AND REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.5 Notification of Service-Affecting Activities

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

2.1.6 Provision of Equipment and Facilities

- A) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- B) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

2.0 RULES AND REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.6 Provision of Equipment and Facilities (cont'd)

- C) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- D) Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- E) The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this price list, the responsibility of the Company shall be limited to the furnishing of facilities offered under this price list and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - 1) the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - 2) the reception of signals by Customer-provided equipment; or
 - 3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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2.0 RULES AND REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.7 Non-Routine Installation

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

2.1.8 Special Construction

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

- A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- D) in a quantity greater than that which the Company would normally construct;
- E) on an expedited basis;
- F) on a temporary basis until permanent facilities are available;
- G) involving abnormal costs; or
- H) in advance of its normal construction.

2.0 RULES AND REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.9 Ownership of Facilities

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

2.2 Prohibited Uses

2.2.1 Unlawful Purpose

The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2 Shared Use

The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.

2.2.3 Blocked Service

The Company may block any signals being transmitted over its Network by Customers, which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

2.2.4 Unauthorized Assignment or Transfer

A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this price list will apply.

2.0 RULES AND REGULATIONS (cont'd)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- A) the payment of all applicable charges pursuant to this price list;
- B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C) providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D) at the option of the Company, obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

2.0 RULES AND REGULATIONS (cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.1 General (cont'd)

- E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities;
- H) and making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

2.0 RULES AND REGULATIONS (cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.2 Liability of the Customer

- A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other price list of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C) The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this price list including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this price list is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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2.0 RULES AND REGULATIONS (cont'd)

2.4 Customer Equipment and Channels

2.4.1 General

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

2.4.2 Station Equipment

- A) Terminal equipment on the Customer's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company MPOP.
- B) The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

2.0 RULES AND REGULATIONS (cont'd)

2.4 Customer Equipment and Channels (cont'd)

2.4.3 Interconnection of Facilities

SECTION 2.4.3 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY THE FLORIDA PUBLIC SERVICE COMMISSION TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES WITHIN FLORIDA.

- A) Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the Commission to provide local exchange service; (b) originate and terminate within a local calling area of the Company.
- B) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- C) Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the price lists of the other communications carriers, which are applicable to such connections.
- D) Facilities furnished under this price list may be connected to Customer provided terminal equipment in accordance with the provisions of this price list. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.
- E) In order to protect the Company's facilities and personnel and the services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

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2.0 RULES AND REGULATIONS (cont'd)

2.4 Customer Equipment and Channels (cont'd)

2.4.4 Inspections

- A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action, as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- C) If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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2.0 RULES AND REGULATIONS (cont'd)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users. Objections must be received by the Company within thirty (30) days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

- A) The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges, user fees, or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of Local Exchange Services, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.
- B) A surcharge is imposed on all charges for service originating at addresses in states which levy, or assert a claim of right to levy, a gross receipt tax on the Company's operations in any such state, or a tax on interstate access charges incurred by the Company for originating access to telephone exchanges in that state. This surcharge is based on the particular state's receipts tax and other state taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company in that state and/or payment of interstate access charges in that state. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

2.0 RULES AND REGULATIONS (cont'd)

2.5 Payment Arrangements (cont'd)

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to the Customer.

- A) The Company shall present bills for Recurring Charges monthly to the Customer, in arrears of the month which service is provided. Usage charges will be billed in arrears.
- B) For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- C) Amounts not paid within twenty (20) days of the mail date on the bill are considered past due.
- D) A \$25.00 charge will be assessed for checks with insufficient funds or non-existing accounts. Customers will be assessed a late payment charge on past due amounts.

2.0 RULES AND REGULATIONS (cont'd)

2.5 Payment Arrangements (cont'd)

2.5.2 Billing and Collection of Charges (cont'd)

E) Late Payment Charges

If any portion of the payment is not received by the Company within the specified time period from receipt of the bill, or if any portion of the payment is received by the Company in funds, which are not immediately available upon presentment, then a late payment charge of 1.25 percent per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.

- 1) The Company agrees to abide by the regulations governing late payment charges as specified by the Commission, as amended from time to time.
- 2) Any charges that are disputed by a customer shall not be subject to late payment charges regardless of the outcome of the dispute.
- 3) The company will consider delinquent and apply late payment charges on bills not paid within fifteen (5) days of the billing invoice date in the case of all non-residential customers.
- 4) Late payment fees will be computed at a rate not to exceed 1.25 percent per month on the full unpaid and overdue balance of the bill. These charges are to be calculated only on the overdue portions of the bill.
- 5) The rate, when annualized, shall not exceed 15 percent per annum—computed by the simple interest method—and will not include previously accrued late payment charges. The late payment charge shall not be assessed against an outstanding security deposit.

2.0 RULES AND REGULATIONS (cont'd)

2.5 Payment Arrangements (cont'd)

2.5.3 Billing Disputes

A) General

The Customer shall notify the Company of any disputed items on a bill within thirty (30) days of receipt of the bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Florida Public Service Commission Division of Consumer Affairs, 2540 Shumard Oak Boulevard, Tallahassee, FL 32399, 1-800-342-3552, in accordance with the Commission's rules of procedure.

The date of the dispute shall be the date the Company receives notice from Customer.

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

B) Late Payment Charge

- 1) The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount under Section 2.5.2(E), preceding.
- 2) In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
- 3) In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

2.0 RULES AND REGULATIONS (cont'd)

2.5 Payment Arrangements (cont'd)

2.5.3 Billing Disputes (cont'd)

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

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2.0 RULES AND REGULATIONS (cont'd)

2.5 Payment Arrangements (cont'd)

2.5.3 Billing Disputes (cont'd)

D) Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has up to 90 days - commencing five (5) days after such bills have been mailed or otherwise rendered per the Company's normal course of business - to take the following course of action:

- 1) First, the Customer may request and the Company will provide an in-depth review of the disputed amount.
- 2) Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

Florida Public Service Commission
Division of Consumer Affairs
2540 Shumard Oak Boulevard
Tallahassee, FL 32399
1-800-342-3552

- 3) The Company provides the following toll free number (1-800-xxx-xxxx) for Customers to contact the Company.

2.0 RULES AND REGULATIONS (cont'd)

2.5 Payment Arrangements (cont'd)

2.5.4 Advance Payments

Advance payment may be required before furnishing any of the following services:

- (1) The construction of facilities and furnishing of special equipment.
- (2) Temporary service for short-term use.

The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

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2.0 RULES AND REGULATIONS (cont'd)

2.5 Payment Arrangements (cont'd)

2.5.5 Deposits

- A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two months of the estimated charge for the service. A deposit may be required in addition to an advance payment.
- B) Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- C) Deposits will accrue interest annually at the rate prescribed by the Commission. At the option of the Customer making a security deposit, the Company shall annually make either direct payment to the Customer of all accrued interest, or shall credit same to the Customer's account. The accrued interest shall be credited to the Customer by deducting such interest from the amount of the next bill for service following the customer request.
- D) The Company may refund a customer's deposit at any time. The Company shall annually and automatically refund the deposits of Customers who have paid bills for twelve consecutive months without having had service discontinued for nonpayment or had more than one occasion on which a bill was not paid within the period prescribed and are not then delinquent in payment.

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2.0 RULES AND REGULATIONS (cont'd)

2.5 Payment Arrangements (cont'd)

2.5.6 Discontinuance of Service for Cause

The Company may, by giving requisite prior written notice to the customer, discontinue or suspend service without incurring any liability as set forth in this Section.

Upon the Company's discontinuance of service to the Customer under Section 2.5.3(A) or 2.5.3(B), the Company, in addition to all other remedies that may be available to the Company by law or in equity or under any other provision of this price list, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

- A) Upon nonpayment of any amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability upon providing ten (10) days written notice to the customer.
- B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, upon thirty (30) days prior written notice, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E) Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

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2.0 RULES AND REGULATIONS (cont'd)

2.5 Payment Arrangements (cont'd)

2.5.6 Discontinuance of Service for Cause (cont'd)

- F) The Company may discontinue the furnishings of any and/or all services to the Customer without incurring any liability:
- (1) Immediately if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section if:
 - (a) use of service in such a manner as to interfere with the service of other users; or
 - (b) use of service for unlawful purposes
 - (2) Upon ten (10) days written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with this price list; or
 - (3) Ten (10) days after sending the Customer written notice of noncompliance with any provision of this price list if the noncompliance is not corrected within that (10) day period.
- G) The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.
- H) Upon the Company's discontinuance of service to the Customer under this Section, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this price list.

2.0 RULES AND REGULATIONS (cont'd)

2.5 Payment Arrangements (cont'd)

2.5.7 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company five (5) days written notice of desire to terminate service.

2.5.8 Cancellation of Application for Service

- A) Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D) The special charges described in 2.5.6(A) through 2.5.6(C) will be calculated and applied on a case-by-case basis.

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2.0 RULES AND REGULATIONS (cont'd)

2.5 Payment Arrangements (cont'd)

2.5.9 Changes in Service Requested

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

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2.0 RULES AND REGULATIONS (cont'd)

2.6 Allowances for Interruptions in Service

2.6.1 General

- A) A credit allowance will be given when service is interrupted, except as specified in Section 2.6.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this price list.
- B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.0 RULES AND REGULATIONS (cont'd)

2.6 Allowances for Interruptions in Service (cont'd)

2.6.2 Limitations of Allowances

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

- A) Due to the negligence of or noncompliance with the provisions of this price list by any person or entity other than the Company, including but not limited to the Customer;
- B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C) Due to circumstances or causes beyond the reasonable control of the Company;
- D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E) A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.6.3), or utilize another service provider;
- F) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H) That was not reported to the Company within thirty (30) days of the date that service was affected.

2.0 RULES AND REGULATIONS (cont'd)

2.6 Allowances for Interruptions in Service (cont'd)

2.6.3 Use of Another Means of Communications

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

2.6.4 Application of Credits for Interruptions in Service

- A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro 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.
- B) For calculating credit allowances, every month is considered to have thirty (30) days and one day equals one-thirtieth of the price list monthly rate of services and facilities furnished by the Company.
- C) A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24 hour period shall be combined into one cumulative interruption.

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2.0 RULES AND REGULATIONS (cont'd)

2.6 Allowances for Interruption in Service (cont'd)

2.6.4 Application of Credits for Interruptions in Service (cont'd)

D) Interruptions of 24 Hours or Less

Length of Interruption	Amount of Service To Be Credited
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

E) Interruptions Over 24 Hours and Less Than 72 Hours

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

F) Interruptions Over 72 Hours

Interruptions over 72 hours will be credited two (2) days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one (1) month period.

2.6.5 Cancellation For Service Interruption

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

2.0 RULES AND REGULATIONS (cont'd)

2.7 Cancellation of Service/Termination Liability

If a Customer cancels a service order or terminates services before the completion of the term for any reason other than a service interruption (as defined in Section 2.6.1) or where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.5.2.

2.7.1 Termination Liability

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

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

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2.0 RULES AND REGULATIONS (cont'd)

2.8 Customer Liability for Unauthorized Use of the Network

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

2.8.1 Customer Liability for Fraud and Unauthorized Use of the Network

- A) The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B) A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account. An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.
- C) The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- D) The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this price list, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.
- E) The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

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2.0 RULES AND REGULATIONS (cont'd)

2.9 Use of Customer's Service by Others

2.9.1 Resale and Sharing

SECTION 2.9.1 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY THE FLORIDA PUBLIC SERVICE COMMISSION TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES WITHIN FLORIDA

There are no prohibitions or limitations on the resale of services. Prices for services appear in the price sheet attached to this price list. Any service provided under this price list may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws and Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this price list, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.9.2 Joint Use Arrangements

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

2.10 Transfers and Assignments

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

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2.0 RULES AND REGULATIONS (cont'd)

2.11 Notices and Communications

2.11.1 Customer Address

The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.11.2 Company Address

The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

2.11.3 Written Notice Requirement

Except as otherwise stated in this price list, all notices or other communications required to be given pursuant to this price list will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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3.0 SERVICE DESCRIPTIONS

3.1 General

The Company's interexchange service enables Customers using the Company's *IntraLATA* and *InterLATA* long distance service to place and receive calls from any station on the public switched telecommunications network bearing an NPA-NXX designation associated with points outside the Customers Local Calling Area but within the boundaries of the State of Florida.

Such services are described in this price list. Customers have the option of selecting another carrier as their primary *IntraLATA* and/or *InterLATA* long distance carrier if requested.

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3.0 SERVICE DESCRIPTIONS (cont'd)

3.2 Application of Rates

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

3.2.1 Charges Based on Duration of Use

Customer traffic to end offices will be measured (i.e., recorded or assumed) by the Company at end office switches or access tandem switches. Originating and terminating calls will be measured (i.e., recorded or assumed) by the Company to determine the basis for computing chargeable access minutes. In the event the Customer message detail is not available because the Company lost or damaged tapes or experienced recording system outages, the Company will estimate the volume of lost Customer access minutes of use based on previously known values.

For originating calls over Feature Group D, usage measurement begins when the originating Feature Group D switch receives the first wink supervisory signal forwarded from the Customer's point of termination.

The measurement of originating call usage ends when the originating Feature Group D switch receives disconnect supervision from either the originating end user's end office, indicating the originating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

For terminating calls over Feature Group D, the measurement of access minutes begins when the terminating Feature Group D switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered. For terminating calls over FGD Access Service, the measured minutes are chargeable access minutes. Where assumed minutes are used, the assumed minutes are the chargeable access minutes.

The measurement of terminating call usage over Feature Group D ends when the terminating Feature Group D switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

FGD access minutes or fractions thereof, the exact value of the fraction being a function of the switch technology where the measurement is made, are accumulated over the billing period for each end office, and are then rounded up to the nearest access minute for each end office.

3.0 SERVICE DESCRIPTIONS (cont'd)

3.2 Application of Rates (cont'd)

3.2.1 Call Timing for Usage Sensitive Services

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

A) Measured In Durational Increments

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.

B) Timing On Completed Calls

Timing on completed calls begins when the call is answered by the called party. On Dial Station calls, chargeable time begins when connection is established between the calling station and the called station. On Person-to-Person calls, chargeable time begins when connection is established between the calling person and the particular person or station specified or an agreed alternate. 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).

C) Call Termination

Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier. On all calls, chargeable time ends when the calling station "hangs up", thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telecommunications network or by the Company operator. Chargeable time does not include time lost because of faults or defects in the service.

D) Proportional Billing

Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.

E) Local Time

All times refer to local time.

3.0 SERVICE DESCRIPTIONS (cont'd)

3.2 Application of Rates (cont'd)

3.2.2 Rates Based Upon Distance

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

- A) Distance between two points is measured as airline distance between the wire centers of the originating and terminating telephone lines. The wire center is a set of geographic coordinates, as referenced in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF 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). Except that, until the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF FCC NO. 4 is revised to include certain Company wire centers, the airline distance should be determined utilizing the "V" (vertical) and "H" (horizontal) coordinates as set forth in the Company's FCC Tariff.
- B) The airline distance between any two-wire centers is determined as follows:
- 1) Obtain the "V" and "H" coordinates for each wire center from the above-referenced NECA tariff.
 - 2) Compute the difference between the "V" coordinates of the two wire centers; and the difference between the two "H" coordinates.
 - 3) Square each difference obtained in step (2) above.
 - 4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3).
 - 5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
 - 6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
 - 7) Formula =

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

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3.0 SERVICE DESCRIPTIONS (cont'd)

3.2 Application of Rates (cont'd)

3.2.4 Rates Applicable on Certain Holidays

Evening or Evening/Off Peak Rates apply on all classes of service unless a lower rate would normally apply for holidays as listed below:

New Year's Day	January 1
President's Day	3 rd Monday in February
Memorial Day	As federally observed
Independence Day	July 4
Labor Day	1 st Monday in September
Thanksgiving Day	As federally observed
Christmas Day	December 25

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3.0 SERVICE DESCRIPTIONS (cont'd)

3.3 Collection of Charges

Charges for all classes of telephone calls are billed against or collected from the calling station except that upon request the charge may be:

- A. Billed to an authorized Company calling card or commercial credit card number.
- B. Billed to a third number (i.e., billed to an authorized station, as determined by the Company, other than the originating or terminating station), except to a coin telephone.
- C. Billed to the called station (i.e., charges may be reversed) except to a coin telephone, if the charge is accepted at the called station. In the case of a coin telephone, the charge may be accepted but must be billed to a calling card number or a third number, or the call may be reoriginated from the called station.

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3.0 SERVICE DESCRIPTIONS (cont'd)

3.4 Urban Media Long Distance Services

Long Distance Services are available from the Company pursuant to terms, conditions, regulations and rates as provided in this price list and the FCC tariff. Urban Media Long Distance Service is offered for both InterLATA and InterLATA calling. Service is available for use by Customers twenty-four (24) hours a day. Urban Media Long Distance Service enables a User of an exchange access line to place calls to any station on the public switched telecommunications network bearing an NPA-NXX designation associated with points outside the Customer's Local Calling Area. Customers may arrange for IntraLATA and interLATA service from the interexchange carriers of their choice. Customers may choose the Company as their carrier for IntraLATA calls and interLATA calls.

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3.0 SERVICE DESCRIPTIONS (cont'd)

3.5 Toll Free 8XX Service

3.5.1 General

Toll free 8XX Service arrangement is an inward calling switched service that permits a call to be completed at the Customer's location without charge to the calling party. All charges for incoming Toll free 8XX calls are billed to the Customer. Access to the service is gained by an end user dialing a 10-digit telephone number (e.g. 800-NXX-XXXX) that will terminate at the Customer's location. The usage is billed at a flat rated basis. In addition, a nonrecurring and monthly recurring toll free 8XX Service number charge will be applied per toll free 8XX number.

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3.0 SERVICE DESCRIPTIONS (cont'd)

3.6 Presubscription Services

Presubscription is a procedure whereby an End User or location provider may select and designate to the Company an interexchange carrier(s) to access, without dialing an access code for calls leaving the local service area of the Company. The interexchange carriers are referred to as the End User's or location provider's primary interexchange carrier. The End User or location provider will be allowed to select a primary interexchange carrier for intraLATA calls and a primary interexchange carrier for interLATA calls.

Should a caller wish to use the services of an interexchange carrier other than the primary interexchange carrier, it is necessary for the caller to dial the necessary access code(s) to reach that interexchange carrier's services

3.6.1 Application of Charges on Presubscription

- A) End users or location providers placing orders for service will be asked to select a primary interexchange carrier at the time they place an order with the Company for Local Exchange Service. There will be no charge for this selection.
- B) End users or location providers that choose to change their primary interexchange carrier within one month of the effective date of their new service will not be charged for the change.
- C) Subsequent to a one month period following installation of Local Exchange Service, for any change in selection, including a change from one access code to another access code for the same interexchange carrier, a nonrecurring charge applies. The nonrecurring charge for a primary interexchange carrier (PIC) change is billed to the End User who is the subscriber to the Local Exchange Service. However, an interexchange carrier may, at its option, elect to pay the charge for any End User and/or location provider at any time. The nonrecurring charge for a PIC change is set forth in this price list.

3.0 SERVICE DESCRIPTIONS

3.6 Presubscription Services (cont'd)

3.6.2 Dispute Application for Presubscription

If the End User or location provider disputes a PIC change, the Company will investigate the origin of the change and shall restore the End User or location provider to their previous PIC. If the change was due to Company error, the End User or location provider will be returned to their previous primary interexchange carrier free of charge. If the change was submitted by an interexchange carrier, and the interexchange carrier is unable to produce the signed End User or location provider Letter of Authorization (LOA), the nonrecurring charges will be assessed to the unauthorized interexchange carrier.

If there is a conflict between an End User, a location provider, or their respective agent, on the one hand, and an interexchange earner on the other hand, over the designation of the primary interexchange carrier, the Company will honor the designation selected by the End User, location provider or their respective agent, regardless of any contractual obligations the End User, location provider or agent may have with one or more interexchange earners.

If there is a conflict between an End User and/or location provider, on the one hand, and their agent on the other hand, over the designation of the primary interexchange carrier, the Company will honor the designation selected by the End User and/or location provider, regardless of any contractual obligations the End User and/or location provider may have with one or more interexchange carriers or agents.

The nonrecurring charge for an Unauthorized PIC change is set forth in this price list.

3.0 SERVICE DESCRIPTIONS (cont'd)

3.6 Presubscription Services (cont'd)

4.6.3 Cancellation of Interexchange Participation for Presubscription

If an interexchange carrier elects to discontinue all of its FGD service in the end office, the interexchange carrier is obligated to do the following:

- A) Notify the Company of the cancellation of their FGD service; and
- B) Contact all End Users or location providers that are presubscribed to the canceling interexchange carrier as their primary interexchange carrier. Inform these End Users or location providers of the cancellation and request the End Users or location providers to contact the Company to select a new primary interexchange carrier.

The Company will bill the canceling interexchange carrier the service order charge for each End User and location provider the interexchange carrier has predesignated to it. Such charge will not apply to the canceling interexchange carrier where the canceling interexchange carrier transfers or assigns its FGD services and the associated 10XXX or 101XXX code to another interexchange carrier in such manner that the Company does not change End User or location provider records or End User and/or location provider PIC designation, or if another interexchange carrier elects to pay the service order charge on behalf of the canceling interexchange carrier.

3.6.4 Interexchange Carrier Initiated Conversions for Presubscription

When an interexchange carrier requests that their End User and/or location provider be changed from one access code to another access code on a mass conversion basis, e.g., an interexchange carrier using two or more PIC designations or an interexchange carrier assuming ownership of another interexchange carrier's End Users and/or location providers etc., charges as set forth in this price list shall apply.

3.0 SERVICE DESCRIPTIONS (cont'd)

3.7 Urban Media Calling Card Service

Urban Media Calling Card Service is provided to Urban Media Customers for use when away from the Customer's established service location. Service is offered twenty-four (24) hours a day to all valid terminated locations in the public switched telephone network or international location. Access to the service is via a toll free number (e.g. 8XX-NXX-XXXX). The Customer must input a valid Authorization Code in addition to the number to be called (including area code).

Usage of the Calling Card Service affirms that the customer agrees to the terms and conditions set forth by this tariff and any supporting material sent to the Customer together with the Calling Card.

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3.0 SERVICE DESCRIPTIONS (cont'd)

3.8 Operator Services

The Company's Operator Services are available twenty-four (24) hours per day for use by presubscribed Customers of Urban Media Long Distance. Operator Service provides for live or automated operator treatment when a Customer dials "0". Operator Services can be used to assist the Customer in routing or billing for a call. Billing options include, but are not limited to, bill to originating telephone number, calling card, collect or to a third party. Operator Services also includes verification and emergency interrupt service.

3.8.1 Classes of Service

A) Dial Station Class

Dial Station class applies when the person originating the call dials the telephone number desired and the call is billed to the calling station. It does not apply to a call from a public or semi-public coin telephone. The services of a Company operator will not be used in connection with completing the call or in furnishing any information or assistance relating to billing or charges for such call, except as required to do the following:

- 1) Record the originating telephone number where no automatic recording equipment is available for calls made on a 0+ basis.
- 2) Reach a called telephone number where Automatic Number Identification (0+) is not available for customer dial completion.
- 3) Reach a called telephone number for a calling party who identifies himself/herself as being handicapped and unable to dial the call because of his/her handicap.

The term Company Operator, as specified below, includes both a live Company Operator and the automated operator system, and excludes any automated system that has been developed for Customer Dialed Calling Card Calls.

3.0 SERVICE DESCRIPTIONS (cont'd)

3.8 Operator Services (cont'd)

3.8.1 Classes of Service (cont'd)

B) Customer Dialed Calling Card Station

Customer Dialed Calling Card Station class applies when the person originates the call as specified below. Rates do not apply when 1) the customer dials the appropriate Company access code and does not enter the called number prior to the call timing out and being transferred to a live Company operator or the automated operator system; or 2) the customer dials an Company designated number for completion of Customer Dialed Calling Card Calls, but fails to respond to system prompts and must be transferred to a Company operator.

- 1) Customer Dialed/Automated - The customer dials the appropriate Company access code plus the telephone number desired and completes the call without the assistance of a live Company operator or the automated operator system (except in the case for calls made from a rotary phone) and the call is billed to a calling card.
- 2) Customer Dialed and Operator Assisted - The customer dials the appropriate Company access code plus the telephone number desired and Company operator assistance is limited to recording the calling card number for billing purposes.
- 3) Customer Dialed and Operator Must Assist - The customer dials the appropriate Company access code plus the desired telephone number and the local exchange Operator Services equipment capability precludes the customer from completing the call without the assistance of a Company operator and the call is billed to the customer's calling card.

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3.0 SERVICE DESCRIPTIONS (cont'd)

3.8 Operator Services (cont'd)

3.8.1 Classes of Service (cont'd)

C) Operator Dialed Calling Card Station

Operator Dialed Calling Card Station rates apply when 1) the customer dials the appropriate Company access code and does not enter the called number prior to the call timing out and being transferred to a live Company operator or the automated operator system, and the completed call is billed to a calling card; or 2) the customer dials an Company designated number for completion of Customer Dialed Calling Card Calls, but fails to respond to system prompts and must be transferred to a Company operator, and the completed call is billed to a calling card.

D) Operator Station Class

Operator Station class applies when a call is completed with the assistance of an operator except as specified for the Dial Station and Customer Dialed Calling Card Station, Operator Dialed Calling Card Station, Person-to-Person and Real Time Rated classes of service. Operator Station rates apply to calls which are billed to a different telephone number (e.g., collect, calls to a third number), a calling card, or paid for at a public or semipublic telephone.

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3.0 SERVICE DESCRIPTIONS (cont'd)

3.8 Operator Services (cont'd)

3.8.1 Classes of Service (cont'd)

E) Person-to-Person Service

Person-to-Person service is that service where the person originating the call specifies to the Company operator a particular person to be reached, a particular mobile station to be reached through a Miscellaneous Common Carrier attendant or a particular station, department or office to be reached through an attendant.

After the called station has been reached, if the person originating the call requests or agrees to talk to any person other than the person initially specified, the classification of the call remains Person-to-Person.

Where the person originating the call wishes arrangements made in advance with a particular party or station for the establishment of a connection at a specified time (appointment call), the call is classified as Person-to-Person.

3.0 SERVICE DESCRIPTIONS (cont'd)

3.9 Directory Assistance

Directory Assistance Service, as offered by the company, allows Customers to request information from Directory Assistance records. Directory Assistance charges apply to all requests. Customers may access this service by dialing the area code (NPA) for the telephone number desired plus 555-1212.

In addition to the Directory Assistance charge, Customers are charged the appropriate operator service charges as specified the preceding section. Person-to-person and collect calls to Directory Assistance are not permitted.

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3.0 SERVICE DESCRIPTIONS (cont'd)

3.10 Public Payphone Surcharge

A Public Payphone Surcharge applies to all completed consumer intrastate calls placed from a public/semi-public payphone, which are not paid on a sent paid basis. Specifically, the public payphone surcharge applies to:

- 1) calling card service;
- 2) collect calls;
- 3) calls billed to a third number.

The Public Payphone Surcharge does not apply to calls paid for by inserting coins at the public/semi-public payphone; calls placed from stations other than public/semi-public payphones; Telecommunications Relay Service calls; Calling Card calls.

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3.0 SERVICE DESCRIPTIONS (cont'd)

3.11 Telecommunications Relay Service (TRS)

TRS calls are calls completed through a telecommunications relay center. TRS provides the ability for an individual with a hearing and/or speech disability to communicate with a hearing individual in a manner functionally equivalent to the ability of individuals without hearing/speech disabilities. TRS allows individuals with hearing/speech disabilities who use a text telephone (TT) or its equivalent to communicate with individuals who use ordinary telephones. A Communications Assistance (CA) transliterates conversation from text to voice and from voice to text between two end users of TRS. The completed call is rated and billed as a call from the originating telephone number to the terminating telephone number. Direct dialed, calling card and operator assisted calls may be placed through TRS. Discounts applicable to relay calls are set forth in Rates Applicable for Hearing or Speech Impaired Persons following. User billed calls to enhanced and nonenhanced services are prohibited, e.g., coin sent-paid, 900 or 976 numbers.

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3.0 SERVICE DESCRIPTIONS (cont'd)

3.12 Private Line Service

Private Line Service provides a dedicated transmission path from the Customer's premise to an end office or between end offices. The transmission path is dedicated to the use of a single Customer.

The Private Line Service rate category is comprised of a nonrecurring charge, a monthly fixed rate and a monthly per mile rate based on the facility provided. The fixed rate provides the circuit equipment at the ends of the transmission line. The per mile rate provides the transmission facilities, including intermediate transmission circuit equipment, between the end points of the circuit. The Private Line Services rate is the sum of the fixed rate and the per mile rate. For purposes of determining the per mile rate, mileage shall be measured as airline mileage between the serving wire center of the Customer's premises and the end office or directly to the access tandem using the V&H coordinates method.

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4.0 RATES AND CHARGES

4.1 Urban Media Long Distance

4.1.1 InterLATA

<u>DAY/PEAK*</u>	<u>EVENING/OFF PEAK*</u>	<u>NIGHT/WEEKEND*</u>
<u>Per Min</u>	<u>Per Min</u>	<u>Per Min.</u>
\$ 0.26	\$ 0.19	\$ 0.15

4.1.2 IntraLATA

<u>DAY/PEAK*</u>	<u>EVENING/OFF PEAK*</u>	<u>NIGHT/WEEKEND*</u>
<u>Per Min</u>	<u>Per Min</u>	<u>Per Min.</u>
\$ 0.26	\$ 0.19	\$ 0.15

- * Rates apply to the Initial Minutes and Additional Minutes, which begin in that Rate Period. Charges resulting in fractional cents are rounded down.

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4.0 RATES AND CHARGES (cont'd)

4.2 Toll Free 8XX Service

Toll Free 8XX service calls are billed in six (6) second increments with an initial billing period of 18 seconds per call.

<u>Charge</u>	<u>Nonrecurring Charge</u>	<u>Monthly Recurring</u>
Toll Free Line Charge	\$ 40.00	\$ 15.00
Per Minute Charge	\$ 0.1104	

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4.0 RATES AND CHARGES (cont'd)

4.3 Presubscription

Customers may select an Interexchange Carrier when completing a Service Order. Changes to the primary Interexchange Carrier, either IntraLATA or InterLATA, after initial installation is as follows:

Primary Interexchange Carrier Change Charge

- Per Telephone Exchange Service Line or Trunk \$ 5.00

Unauthorized PIC Change

- Per Telephone Exchange Service Line or Trunk \$ 35.00

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4.0 RATES AND CHARGES (cont'd)

4.4 Urban Media Calling Card Service

Calling card calls are billed in six (6) second increments with a thirty (30) second call minimum. After the initial thirty (30) second minimum, each fractional call is rounded up to the nearest one-tenth of a minute. Fractional cents will be rounded to the nearest cent.

Calling Charge usage, per minute	\$ 0.19
Calling Charge set-up, per call	\$ 0.25

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4.0 RATES AND CHARGES (cont'd)

4.5 Operator Services

The charge for a call is determined by the following elements.

4.5.1 Initial Period and Additional Period Rates

Based on the distance between stations.

The Initial Period Rates shown in the Rate Table following for other than Sent Paid - Coin calls are for a connection of one minute or any fraction thereof. The Initial Period for Sent Paid - Coin calls is three minutes.

The Additional Period Rate shown in the Rate Table following for other than Sent Paid-Coin Calls is one minute. The additional period for Sent Paid-Coin Calls is three minutes. The additional rates apply to each additional period, or any fraction thereof, that chargeable time continues beyond the initial period.

4.5.2 Service Charges

Applicable in addition to charges proceeding for all classes of service.

Non-Subscriber Service Charge - Where billing capabilities permit, a service charge is applicable to Dial Station calls, operator station calls, Person-to-Person calls, or Real Time Rated calls billed to residential lines which are presubscribed to an interexchange carrier other than Company, or not presubscribed to any interexchange carrier. This service charge is in addition to the initial period and additional period charges. The terms and conditions of this service charge are described in Urban Media's FCC Tariff.

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4.0 RATES AND CHARGES (cont'd)

4.5 Operator Services (cont'd)

4.5.3 Automated and Operator Assisted Service Charges

An Automated Service Charge applies to any 0+ Operator Station or Person to Person call that is fully automated through operator systems and does not use a live Company operator, except as listed below.

An Operator Assisted Service Charge applies to any Operator Station or Person to Person call that is dialed using the appropriate operator code that involves a live Company operator, except as listed below.

The Automated Service Charge and the Operator Assisted Service Charge do not apply to card calls, calls in which a Company operator places a call for a calling party who identifies himself/herself as being handicapped and unable to dial the call because of the handicap, 0+ calls in which a Company operator is used only to record the calling station number where Originating Number Identification (ONI) is not available in the area of the Local Exchange Company serving the originating station, or to 0+ calls in which a Company operator places a call because Automatic Number Identification (ANI) equipment is not available.

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4.0 RATES AND CHARGES (cont'd)

4.5 Operator Services (cont'd)

4.5.4 Application of Service Charges

<u>Type of Call</u>	<u>Assisted Call Charges</u>
Dial Station (customer dialed 1+)	No
Customer Dialed Calling Card Station (0+)	Yes
Operator Station (customer dialed 0+) collect, billed to third number, sent paid	Yes
Operator Station (operator dialed 0-) collect, billed to third number, sent paid	Yes
Operator Dialed Calling Card Station (operator dialed 0-) billed to a calling card	Yes
Person-to-Person (customer dialed 0+) collect, billed to third number, calling card, sent paid	Yes
Person-to-Person (operator dialed 0-) collect, billed to third number, sent paid	Yes
Person-to-Person (operator dialed 0-) billed to a calling card	Yes
Directory Assistance* (customer dialed 1+)	No
Directory Assistance* (customer dialed 0+)	Yes
Directory Assistance* (operator dialed 0-)	Yes

* Directory Assistance Charge applies

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4.0 RATES AND CHARGES (cont'd)

4.5 Operator Services (cont'd)

4.5.4 Operator Assistance

Operator assistance is available to verify and emergency interrupt service. A per-call service charge applies in addition to the per minute usage rates when applicable. The per-call service charge applies in all rate periods and is as follows:

	<u>Per Call Charge</u>
Customer Dialed Calling Card	\$1.15
Station to Station operator assisted	2.25
Person-to-Person operator assisted	4.90
Operator Busy Verification	1.15
Operator Emergency Interruption	1.15

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4.0 RATES AND CHARGES (cont'd)

4.5 Operator Services (cont'd)

4.5.5 Dial Station – InterLATA

<u>DAY/PEAK*</u>	<u>EVENING/OFF PEAK*</u>	<u>NIGHT/WEEKEND*</u>
<u>Per Min</u>	<u>Per Min</u>	<u>Per Min.</u>
\$0.19	\$0.11	\$0.11

4.5.6 Dial Station – IntraLATA

<u>DAY/PEAK*</u>	<u>EVENING/OFF PEAK*</u>	<u>NIGHT/WEEKEND*</u>
<u>Per Min</u>	<u>Per Min</u>	<u>Per Min.</u>
\$0.19	\$0.11	\$0.11

4.5.7 Customer Dialed Calling Card Station

\$0.2400 Per Min.* All times of day

4.5.8 Operator Dialed Calling Card Station – InterLATA

\$0.2800 Per Min.* All times of day

4.5.9 Operator Station-Billed to Third Party, Collect, and Sent Paid Non-Coin Calls – InterLATA

\$0.2800 Per Min.* All times of day

- * Rates apply to the Initial Minutes and Additional Minutes, which begin in that Rate Period.
Charges resulting in fractional cents are rounded down.
Sent Paid Coin Calls - Initial 3 minutes and additional 3 minutes
All Other Calls - Initial 1 minute and additional 1 minute

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4.0 RATES AND CHARGES (cont'd)

4.5 Operator Services (cont'd)

4.5.10 Operator Station - Sent Paid - Coin Calls – InterLATA

\$0.3654 Per Min.* All times of day

4.5.11 Person-to-Person - Calling Card – InterLATA

\$0.2800 Per Min.* All times of day

4.5.12 Person-to-Person - Sent Paid - Coin Calls – InterLATA

\$0.3654 Per Min.* All times of day

4.5.13 Customer Dialed Calling Card Station - Calling Card – IntraLATA

\$0.2500 Per Min.* All times of day

4.5.14 Customer Dialed Calling Card Station - Billed to a Local Exchange Calling Card – IntraLATA

\$0.2500 Per Min.* All times of day

4.5.15 Operator Dialed Calling Card Station - Billed to Calling Card – IntraLATA

\$0.2500 Per Min.* All times of day

- * Rates apply to the Initial Minutes and Additional Minutes, which begin in that Rate Period.
Charges resulting in fractional cents are rounded down.
Sent Paid Coin Calls - Initial 3 minutes and additional 3 minutes
All Other Calls - Initial 1 minute and additional 1 minute

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4.0 RATES AND CHARGES (cont'd)

4.5 Operator Services (cont'd)

4.5.16 Operator Dialed Calling Card Station - Billed to a Local Exchange Company Calling Card – IntraLATA

\$0.2400 Per Min.* All times of day

4.5.17 Operator Station-Billed to third party, Collect, and Sent Paid Non-Coin Calls – IntraLATA

\$0.2400 Per Min.* All times of day

4.5.18 Operator Station - Sent Paid - Coin Calls – IntraLATA

\$0.3360 Per Min.* All times of day

4.5.19 Person-to-Person - Billed to Calling Card – IntraLATA

\$0.2600 Per Min.* All times of day

4.5.20 Person-to-Person - Sent Paid - Coin Calls – IntraLATA

\$0.3360 Per Min.* All times of day

* Rates apply to the Initial Minutes and Additional Minutes, which begin in that Rate Period. Charges resulting in fractional cents are rounded down.
Sent Paid Coin Calls - Initial 3 minutes and additional 3 minutes
All Other Calls - Initial 1 minute and additional 1 minute

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4.0 RATES AND CHARGES (cont'd)

4.5 Operator Services (cont'd)

4.5.21 Busy Line Verification and Interruption - InterLATA and IntraLATA

	<u>Per Use Charge</u>
Busy Line Verification	\$ 1.15
Busy Line Interruption	\$ 1.15

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4.0 RATES AND CHARGES (cont'd)

4.6 Directory Assistance

A Directory Assistance charge applies per local directory assistance call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number. Rates and charges for IntraLATA and interLATA Directory Assistance service are provided in this price list.

Local directory assistance call completion is an optional service provided to users of directory assistance service where users may choose to have a call completed by the directory assistance operator to the telephone number requested.

Each Local Directory Assistance Call	\$ 0.48
Directory Assistance Call Completion Charge per completed call	\$ 0.35

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4.0 RATES AND CHARGES (cont'd)

4.7 Public Payphone Surcharge

Per call charge \$ 0.30

4.8 Telecommunications Relay Service

For calls received from the relay service, the Company will when billing relay calls discount relay service calls by 50 percent off of the otherwise applicable rate for a voice non-relay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent off of the otherwise applicable rate for a voice non-relay call.

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4.0 RATES AND CHARGES (cont'd)

4.9 Private Line Service

Applicable usage and service charges also apply.

	<u>Non-recurring Charge</u>	<u>Monthly Recurring Charge</u>
1) DS-1		
- per mile	N/A	\$ 17.00
- per termination	\$ 250.00	\$ 62.00
2) DS-3		
- per mile	N/A	\$ 175.00
- per termination	\$ 1500.00	\$ 100.00
3) Rearrangement		
- DS-1	\$ 900.00	N/A
- DS-3	\$ 1000.00	N/A

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5.0 SPECIAL ARRANGEMENTS

5.1 Special Construction

5.1.1 Basis for Charges

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

5.1.2 Basis for Cost Computation

The costs referred to in 5.1.1 preceding may include one or more of the following items to the extent they are applicable:

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

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5.0 SPECIAL ARRANGEMENTS (cont'd)

5.1 Special Construction (cont'd)

5.1.3 Termination Liability

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

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

5.0 SPECIAL ARRANGEMENTS (cont'd)

5.2 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service and/or rate not generally available under this price list. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. Contracts resulting from a special request will be submitted for approval and filed with the Commission.

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6.0 PROMOTIONAL OFFERINGS

6.1 Special Promotions

The Carrier may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular price list offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in the Carrier's price list as an addendum to the Carrier's price lists.

6.2 Discounts

The Company may, from time to time as reflected in the price list, offer discounts based on monthly volume (or, when appropriate, monthly revenue commitment and/or time of day, may also be included in the price list).

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ORIGINAL

May 1, 2000

VIA OVERNIGHT DELIVERY

000535-TI

Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

DEPOSIT DATE
D289 MAY 04 2000

Re: Application of Urban Media of Florida, Inc. for a Certificate of Authority to Provide Interexchange Telecommunications Service ("Application")

Dear Sir or Madam:

- AFA _____
- APP _____
- CAF _____
- CMU _____
- CTR _____
- EAG _____
- LEG _____
- MAS _____
- OPC _____
- RRR _____
- SEC _____
- WAW _____
- QTH _____

Enclosed are the original and seven (7) copies of the Application. Please file the Application in your usual fashion and return one (1) file-stamped copy to us in the enclosed envelope.

Also enclosed is a check in the amount of \$250.00 to cover the cost of filing the Application.

If you have any questions or comments, please call the undersigned.

Sincerely,

Charles A. Hudak
Charles A. Hudak

GERRY, FRIEND & SAPRONOV, LLP
CLIENT TRUST ACCOUNT
(770) 399-9500
THREE RAVINIA DRIVE, SUITE 1450
ATLANTA, GA 30346-2131

SUNTRUST BANK, ATLANTA
ATLANTA, GA
64-10/610

2262

4/28/2000

PAY TO THE ORDER OF Florida Public Service Commission*****

\$ **250.00

Two Hundred Fifty and 00/100*****

Florida Public Service Commission*****

DOLLARS
Security features included.
Details on back.

05448-00
5/2/00

WPAJ

MEMO Filing Fee

⑈002262⑈