

SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

3000 K STREET, NW, SUITE 300  
WASHINGTON, DC 20007-5116  
TELEPHONE (202) 424-7500  
FACSIMILE (202) 424-7647

JUL 24 AM 8:23  
MAIL ROOM

NEW YORK OFFICE  
405 LEXINGTON AVENUE  
NEW YORK, NY 10174

July 21, 2000

VIA OVERNIGHT MAIL

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

ORIGINAL

**Re: Submission of Replacement Tariff: Application of Vitts Networks, Inc. for Authority to Provide Alternative Local Exchange Telecommunications Services Within the State of Florida - Docket No. 000821-TX**

Dear Ms. Bayo:

Enclosed for filing on behalf of Vitts Networks, Inc. ("Vitts") please find an original and six (6) copies of Vitts' updated tariff to be associated with Vitts' application for authority to provide alternative local exchange telecommunications services within the State of Florida in the docket number referenced above. Please **replace** the previously filed (filed on July 7, 2000) tariff with the tariff being filed today.

Please date-stamp the enclosed extra copy of this filing and return in the self-addressed, stamped envelope provided. Should you have any questions concerning this filing, please do not hesitate to contact D. Anthony Mastando at (202) 424-7500.

Respectfully submitted,



Eric J. Branfman, Esq.  
D. Anthony Mastando, Esq.

Counsel for Vitts Networks, Inc.

- APP \_\_\_\_\_
- CAF \_\_\_\_\_
- CMP \_\_\_\_\_
- COM \_\_\_\_\_
- CTR \_\_\_\_\_
- ECR \_\_\_\_\_
- LEG \_\_\_\_\_
- OPC \_\_\_\_\_
- PAI \_\_\_\_\_
- RGQ \_\_\_\_\_
- SEC \_\_\_\_\_
- SER \_\_\_\_\_
- OTH \_\_\_\_\_

1 Enclosures

cc: Thomas Lyle  
Megan Rha (w/o encl.).

DOCUMENT NUMBER-DATE

08907 JUL 24 8

FPSC-RECORDS/REPORTING

**FLORIDA TELECOMMUNICATIONS PRICE LIST**

This price list contains the descriptions, regulations, and rates applicable to the furnishing of service and telecommunications services provided by Vitts Networks, Inc., with principal business offices at 77 Sundial Avenue, Manchester, NH 03103. This price list applies for services furnished within the State of Florida. This price list is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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ISSUED:

Gregory DeMund, President  
77 Sundial Avenue  
Manchester, NH 03103

EFFECTIVE:

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**CHECK SHEET**

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The sheets listed below, which are inclusive of this price list, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original price list and are currently in effect as of the date shown at the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	original	18	original
2	original	19	original
3	original	20	original
4	original	21	original
5	original	22	original
6	original	23	original
7	original	24	original
8	original	25	original
9	original	26	original
10	original	27	original
11	original		
12	original		
13	original		
14	original		
15	original		
16	original		
17	original		

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ISSUED:

Gregory DeMund, President  
77 Sundial Avenue  
Manchester, NH 03103

EFFECTIVE:

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77 Sundial Avenue  
Manchester, NH 03103

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**SYMBOLS SHEET**

**D** – Delete or Discontinue

**I** – Change Resulting In An Increase to A Customer’s Bill

**M** – Moved From Another Price List Location

**N** – New

**R** – Change Resulting In A Reduction To A Customer’s Bill

**T** – Change In Text Or Regulation But No Change In Rate Or Charge

- A. **Check Sheets** – When a price list filing is made with the FPSC, an updated check sheet accompanies the price list filing.
- B. **Sheet Numbering and Revision Levels** – Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the price list. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1. Revision levels also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14.

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Gregory DeMund, President  
77 Sundial Avenue  
Manchester, NH 03103

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Authorization Code** - A numeric code, one or more of which may be assigned to a Customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly. Authorization Codes are the sole property of the Company, and no Customer shall have any property or other right or interest in the use of any particular Authorization Code.

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

**Billed Party** - The person or entity responsible for payment of the Company's service. The Billed Party is the Customer associated with the Authorization Code used to place the call, with the following exceptions:

- (a) In the case of a calling card or credit card call, the Billed Party is the party assigned the Authorization Code for the calling card or credit card used by the Users; and
- (b) In the case of a collect or third party call, the Billed Party is the person responsible for the local telephone service at the telephone number that agrees to accept charges for the call.

**Called Station** - The terminating point of a call.

**Calling Card** - A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

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ISSUED:

Gregory DeMund, President  
77 Sundial Avenue  
Manchester, NH 03103

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)**

**Calling Station** - The originating point of a call.

**Company** - Vitts Networks, Inc. (Vitts).

**Customer** - The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with price list regulations.

**Customer Dialed Calling Card Call** - A Calling Card Call which does not require intervention by an attended operator position to complete.

**FPSC** - The Florida Public Service Commission.

**Subscriber** - See "Customer" definition.

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

**User** - A Customer, or any person or entity which makes use of services provided to a Customer under this price list.

**Verified Account Code** - A numerical code, one or more of which are available to a Customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly. Account codes are verified against a predefined list of codes maintained by the Company.

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ISSUED:

Gregory DeMund, President  
77 Sundial Avenue  
Manchester, NH 03103

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## **SECTION 2 – RULES AND REGULATIONS**

### **2.1. APPLICATION OF PRICE LIST**

- 2.1.1. This price list contains the rates applicable to the provision of intrastate telecommunications services by Vitts Networks, Inc. (Vitts) between various locations within the State of Florida. Service is furnished subject to transmission, atmospheric and like conditions.
- 2.1.2. The telecommunications services of the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services. However, services offered under this price list are conditioned upon the continued availability of various services provided to the Company by its underlying carriers.
- 2.1.3. The rates and regulations contained in this price list do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of the Company.

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ISSUED:

Gregory DeMund, President  
77 Sundial Avenue  
Manchester, NH 03103

EFFECTIVE:



**SECTION 2 – RULES AND REGULATIONS (Cont'd)****2.2. UNDERTAKING OF VITTS NETWORKS, INC.**

- 2.2.1. The Company undertakes to provide telecommunications services to Customers for their lawful direct transmission and reception of data and other types of communications in accordance with the terms and conditions set forth in this price list. Voice service will not be offered until a specific service offering is filed as a supplement to this Price list.
- 2.2.2. All service is subject to the availability of necessary and suitable facilities and to the provisions of this price list. The Company or its designee may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.
- 2.2.3. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.2.4. For additional cost, and subject to availability, the Customer may use Authorization Codes to identify the user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.
- 2.2.5. The Company shall not be responsible for any installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this price list, the responsibility of the Company shall be limited to the furnishing of services under this price list and to the maintenance and operation of such services in the proper manner.

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**ISSUED:**Gregory DeMund, President  
77 Sundial Avenue  
Manchester, NH 03103**EFFECTIVE:**

**SECTION 2 – RULES AND REGULATIONS (Cont'd)**

**2.2 UNDERTAKING OF VITTS NETWORKS, INC. (Cont'd)**

2.2.6. 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. The Company assumes no liability with respect to the operation or maintenance of such equipment.

**2.3 LIMITATIONS**

2.3.1. Company reserves the right to disconnect service immediately without incurring liability when necessitated by conditions beyond the Company's control or when the Customer is using the service in violation of either the provisions of this price list or the laws, rules, regulations, or policies of the jurisdiction of the Calling Station or the Called Station, or the laws of the United States including rules, regulations and policies of the Federal Communications Commission.

2.3.2. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.3.3. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this price list shall apply to all such permitted assignees or transferees, as well as all conditions of service.

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ISSUED:

Gregory DeMund, President  
77 Sundial Avenue  
Manchester, NH 03103

EFFECTIVE:

**SECTION 2 – RULES AND REGULATIONS (Cont'd)****2.4 USE**

- 2.4.1. Services may be used for the lawful transmission of communications by the Customer consistent with the provisions of this price list.
- 2.4.2. Service may not be used for any unlawful purpose. The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.4.3. The use of the Company's services without payment for service, as well as any attempt to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.4.4. The Company's services are available for use twenty-four (24) hours per day, seven (7) days per week.
- 2.4.5. Customers of service provided under this price list may authorize or permit others to use these services, and may resell or share such services subject to the regulations contained in this price list. The Customer remains responsible to the Company for payment of all charges for services used by others pursuant to this paragraph, with or without the Customer's knowledge, and is responsible for notifying the Company immediately of any unauthorized use of services.

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**ISSUED:**

Gregory DeMund, President  
77 Sundial Avenue  
Manchester, NH 03103

**EFFECTIVE:**

**SECTION 2 – RULES AND REGULATIONS (Cont'd)****2.5 LIABILITIES OF THE COMPANY**

- 2.5.1. Except as stated in this Section 2.5, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this price list.
- 2.5.2. The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to, acts of God, fires, flood or other catastrophes; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; or other labor difficulties.
- 2.5.3. The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities, equipment, or services used with the Company's services. Nor shall the Company be liable for any damages or losses due to the failure or negligence of the Customer or due to the failure of Customer-provided equipment, facilities or services. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.

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**ISSUED:**Gregory DeMund, President  
77 Sundial Avenue  
Manchester, NH 03103**EFFECTIVE:**

**SECTION 2 – RULES AND REGULATIONS (Cont'd)**

**2.5 LIABILITIES OF THE COMPANY**

- 2.5.4. Company shall not be liable for and Customer shall indemnify and hold Company harmless from any and all loss, claims, demands, suits, or other action or liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.
- 2.5.5. The liability of the Company, for mistakes, omissions, interruptions, delays, errors or defects in transmission shall not exceed an amount equivalent to the proportionate recurring charge to the Customer for the period of service during which such events occur. No credit shall be allowed for an interruption of a continuous duration of less than twenty-four (24) hours. For purposes of determining service credits, a month shall be deemed to have seven hundred twenty (720) hours. Any credits will be set off against charges billed during the next month.

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ISSUED:

Gregory DeMund, President  
77 Sundial Avenue  
Manchester, NH 03103

EFFECTIVE:

**SECTION 2 – RULES AND REGULATIONS (Cont'd)**

**2.5 LIABILITIES OF THE COMPANY (Cont'd)**

2.5.6. Company shall be indemnified and held harmless by the Customer against:

- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
- B. Claims for patent infringement arising from combining or connecting Company's facilities with apparatus and systems of the Customer; and
- C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.

2.5.7 The Company shall not be liable for damages or adjustment, refund, or cancellation of charges unless the Customer has notified the Company in writing, of any dispute concerning charges, or the basis of any claim for damages, within thirty (30) calendar days after the invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands. If notice of a dispute concerning the charges is not received, in writing, within thirty (30) calendar days after an invoice is rendered or a debit is effected, such invoice shall be deemed to be correct, accepted, and binding upon the Customer.

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ISSUED:

Gregory DeMund, President  
77 Sundial Avenue  
Manchester, NH 03103

EFFECTIVE:

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**SECTION 2 – RULES AND REGULATIONS (Cont'd)**

**2.6 OBLIGATIONS OF THE CUSTOMER**

- 2.6.1. The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- 2.6.2. The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.
- 2.6.3. The Customer will be liable for damages to the facilities of the Company caused by negligence or willful acts of any officers, employees, agents or contractors of the Customer.
- 2.6.4. The Company may, upon notification of the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements of this price list are being complied with in the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities. The Company may temporarily suspend service without liability, while making such tests and inspections, and thereafter until any violations of such requirements are corrected.

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ISSUED:

Gregory DeMund, President  
77 Sundial Avenue  
Manchester, NH 03103

EFFECTIVE:

**SECTION 2 – RULES AND REGULATIONS (Cont'd)**

**2.6 OBLIGATIONS OF THE CUSTOMER (Cont'd)**

2.6.5. Consistent with FPSC rules, the Company will take action to protect its personnel and operations from conditions dangerous to health or safety and to ensure its ability to serve other Customers. The Company will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within twelve (12) days after such notice is received that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its operations and personnel from harm and ensure its ability to serve other Customers. The Company will upon request twenty-four (24) hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

2.6.6. The Customer is responsible for prompt payment of all charges for services rendered by the Company.

2.6.7. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.

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ISSUED:

Gregory DeMund, President  
77 Sundial Avenue  
Manchester, NH 03103

EFFECTIVE:

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**SECTION 2 – RULES AND REGULATIONS (Cont'd)****2.7. INTERRUPTION OF SERVICE**

Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence or willful acts of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.5, herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control, and/or is not in the wiring or equipment connected to the terminal of the Company.

**2.8. RESTORATION OF SERVICE**

The use and restoration of service in emergencies shall be in accordance with Part 65, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

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**ISSUED:**

Gregory DeMund, President  
77 Sundial Avenue  
Manchester, NH 03103

**EFFECTIVE:**

**SECTION 2 – RULES AND REGULATIONS (Cont'd)**

**2.9. PAYMENTS AND BILLING**

- 2.9.1. Service is provided and billed on a monthly basis in accordance with FSPC 25-4.110. Unless otherwise agreed, the minimum service period is one (1) month. Service continues to be provided until canceled by the Customer in accordance with the provisions of this price list.
- 2.9.2. The Customer is responsible for the payment of all charges for services furnished by the Company. Charges are based on actual usage during a month and will be billed monthly in arrears.
- 2.9.3. Bills are due and payable upon receipt and past due thirty (30) days after issuance. Past due amounts are subject to late charges as set forth in the applicable service contract.
- 2.9.4. An additional charge will be assessed for each Customer check returned as non-payable.
- 2.9.5. Customer questions, complaints and disputes regarding billing or service provided by the Company may be referred to Vitts' customer service department in writing at 77 Sundial Avenue, Manchester, NH 03103 or by telephoning at (888) 656-1800.

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ISSUED:

Gregory DeMund, President  
77 Sundial Avenue  
Manchester, NH 03103

EFFECTIVE:

**SECTION 2 – RULES AND REGULATIONS (Cont'd)**

**2.10. CANCELLATION BY CUSTOMER**

2.10.1. Business Customers may cancel service upon not less than thirty (30) days' written notice to Vitts unless a longer notice period is specified in an applicable service contract executed by the Customer.

2.10.2. If the Customer has ordered service requiring special facilities dedicated to the Customer's use and then cancels the order before completion of the minimum service period or some other period mutually agreed with the Customer, the Customer shall be liable for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by Company.

**2.11. INTERCONNECTION**

2.11.1. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

2.11.2. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' price lists. The Customer is responsible for taking all necessary legal steps for interconnecting Customer provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other such arrangements necessary for interconnection.

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ISSUED:

Gregory DeMund, President  
77 Sundial Avenue  
Manchester, NH 03103

EFFECTIVE:

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**SECTION 2 – RULES AND REGULATIONS (Cont'd)****2.12. CANCELLATION BY COMPANY**

- 2.12.1. Service may be discontinued or temporarily suspended by the Company, without notice to the Customer, and Company may block traffic to certain cities or NXX exchanges, or block calls using certain Authorization Codes, when the Company deems it necessary to take such action to prevent the unlawful, unauthorized or hazardous use of its service. The Company will restore service as soon as it can be provided without undue risk.
- 2.12.2. Without incurring liability, upon thirteen (13) days' written notice for business Customers, the Company may discontinue the provision of service to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted services:
- A. For nonpayment of any sum of \$50.00 or more due the Company for more than thirty (30) days after issuance of the bill for amount due,
  - B. For violation of any of the provisions of this price list or any applicable service contract,
  - C. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company's services,
  - D. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services, or
  - E. In the event that the Company's underlying carrier(s) cease providing services to the Company which are necessary in order for the Company to provide the services described herein.

The discontinuation of service by the Company shall be consistent in all respects with applicable FPSC Rules.

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**ISSUED:**

Gregory DeMund, President  
77 Sundial Avenue  
Manchester, NH 03103

**EFFECTIVE:**

**SECTION 2 – RULES AND REGULATIONS (Cont'd)**

**2.13. DEPOSITS**

Initially, the Company will not require deposits from customers. If in the future the Company deems it necessary to establish credit by requiring deposits, it will amend its price list to remain in compliance with FPSC 25-4.109.

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ISSUED:

Gregory DeMund, President  
77 Sundial Avenue  
Manchester, NH 03103

EFFECTIVE:

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**SECTION 2 – RULES AND REGULATIONS (Cont'd)**

**2.14. TAXES**

All state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates. Customers shall be responsible for any applicable taxes.

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ISSUED:

Gregory DeMund, President  
77 Sundial Avenue  
Manchester, NH 03103

EFFECTIVE:

**SECTION 3 – BASIC SERVICE DESCRIPTION AND RATES**

**3.1. TIMING OF CALLS**

[Reserved]

**3.2. VITTS NETWORKS, INC. SERVICES**

Vitts provides dedicated inbound and outbound services to business Customers.

**3.3. MINIMUM CALL COMPLETION RATE**

[Reserved]

**3.4. RATE CALCULATIONS**

The aggregate per minute rates for each service offered by Vitts are listed below, along with the increments in which those charges are billed. Call times are rounded up to the next highest billing increment. Applicable monthly charges, installation fees, and other requirements are set forth below.

**3.5. RESIDENTIAL RATES**

[Reserved]

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ISSUED:

Gregory DeMund, President  
77 Sundial Avenue  
Manchester, NH 03103

EFFECTIVE:

**SECTION 3 – BASIC SERVICE DESCRIPTION AND RATES (Cont'd)****3.6. COMMERCIAL SERVICE RATES****3.6.1 Data Service Transport Service Rates:****3.6.1.A DS1 Rates - Local Distribution Channels:**

3.6.1.A.1	<u>Non-recurring:</u>	\$ 675.00 per Data Transport Service Channel
3.6.1.A.2	<u>Recurring:</u>	Month to <u>Month</u>
	Fixed	\$145.00 per termination point (includes first ½ mile)
	Per ½ Mile	\$203.00

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**ISSUED:**Gregory DeMund, President  
77 Sundial Avenue  
Manchester, NH 03103**EFFECTIVE:**



**SECTION 3 – BASIC SERVICE DESCRIPTION AND RATES (Cont'd)****3.6. COMMERCIAL SERVICE RATES (Cont'd)****3.6.1 Data Service Transport Service Rates (Cont'd):****3.6.1.B DS1 Rates - Inter-office Facilities:**

3.6.1.B.1 Non-recurring: \$140.00

3.6.1.B.2 Recurring:

Fixed \$77.00

Per mile \$19.00

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**ISSUED:**

Gregory DeMund, President  
77 Sundial Avenue  
Manchester, NH 03103

**EFFECTIVE:**

**SECTION 3 – BASIC SERVICE DESCRIPTION AND RATES (Cont'd)****3.6 COMMERCIAL SERVICE RATES (Cont'd)****3.6.1 Date Service Transport Rates (Cont'd)****3.6.1.C DS3 Rates - Local Distribution Channels:**

3.6.1.C.1. Non-recurring: \$270.00 per  
Data Transport Service Channel

3.6.1.C.2 Recurring: Month  
to  
Month

Fixed \$1692.00 per termination point  
(including first ½ mile)

Per ½ Mile \$203.00

**3.6.1.D DS3 Rates - Interoffice Facilities**

3.6.1.D.1 Non-recurring: \$171.00

3.6.1.D.2 Recurring:  
\$1170.00 (0 to 8 miles)  
\$1305.00 (9 to 25 miles)  
\$1530.00 (26 + miles)

\$108.00 per mile

ISSUED:

Gregory DeMund, President  
77 Sundial Avenue  
Manchester, NH 03103

EFFECTIVE:

**SECTION 3 – BASIC SERVICE DESCRIPTION AND RATES (Cont'd)****3.6 COMMERCIAL SERVICE RATES (Cont'd)**

- 3.6.2. Service Calls. When a customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities or in the facilities of any other carriers with which the Company has arrangements, the Customer may be responsible for payment of a charge calculated from the time the Company's personnel are dispatched to the Customer premise until the work is completed. The per hour rate per technician is \$75.00.
- 3.6.3. Individual Case Basis Arrangements. When the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff, charges will be determined on an Individual Case Basis.
- 3.6.4. Promotional and Competitive Discounts. The Company, from time to time and in its discretion, may offer discounts from the above-specified tariff rates in connection with promotional offerings or to respond to service offerings of competing carriers. In no event will the price for a tariffed service exceed the tariff rate.

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ISSUED:Gregory DeMund, President  
77 Sundial Avenue  
Manchester, NH 03103

EFFECTIVE:

**SECTION 4 – MISCELLANEOUS SERVICES**

**[RESERVED]**

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ISSUED:

Gregory DeMund, President  
77 Sundial Avenue  
Manchester, NH 03103

EFFECTIVE: