Backbone Communications Inc. Price List

Florida Price List No. 1 Original Page No. 1

TITLE PAGE

# **FLORIDA TELECOMMUNICATIONS**

# PRICE LIST

This price list contains the descriptions, regulations, and rates applicable to the furnishing of resold and facilities-based intrastate and local exchange services provided by Backbone Communications Inc., with principal offices at 1801 Century Park East, Suite # 1830, Los Angeles, CA 90067. 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.

Issued: August 17, 2000

TX429 - Price List No. 1 FPSC Scan Verified 4/23/2014 Robert Bral, President 1801 Century Park East, Ste. 1830 Los Angeles, CA 90067-2320

#### CHECK LIST

Pages 1 to 43 are effective as of the date shown. Revised sheets as named below contain all changes from the original price list that are in effect on the date thereof.

Page	Revision
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## SYMBOLS LIST

Whenever price list sheets are revised, changes will be identified by the following symbols:

D- to signify deleted or discontinue

I- to signify a change resulting in an increase to a customer's bill

M - to signify material moved from another price list location

N- to signify new

R- to signify a change resulting in a reduction to a customer's bill

T- To signify a change in text or regulation, but no change in rate or charge

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#### PRICE LIST FORMAT SHEET

- A. Page Numbering. Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the price list. When a new page is added, the page appears as a decimal. For example, a new page added between pages 31 and 32 would be 31.1.
- 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 FPSC. For example, the 4<sup>th</sup> revised Page 32 cancels the third revised Page 32. Because of deferrals, notice periods, etc. the most current page number on file with the FPSC is not always the price list page in effect. Subscriber should consult the check page for the page currently in effect.
- C. Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level is subservient to its next higher level of coding.

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

D. Check list of Effective Pages. When a price list filing is made with the FPSC, an updated Check List of Effective Pages ("Check List") accompanies the price list filing. The Check List lists the pages contained in the price list, with a cross-reference to the current revision number. When new pages are added. The Check List is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the Check List if these are the only changes made to it (i.e., the format, etc.). The subscriber should refer to the latest Check List to find out if a particular page is the most current page on file with the FPSC.

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## SECTION 1 TECHICAL TERMS AND ABBREVIATIONS

Authorized Protective Connecting Module — A protective unit designed by the Company and manufactured under the control of the Company quality assurance procedures. This unit is incorporated in a customer provided answering device.

Authorized User — An individual authorized by the Company to use a customer's telephone service. It includes members of the household, employees, or agents of the customer, residential tenants of hotels, clubs, etc.; and joint users as arranged for. The term authorized user, used in connection with private line service, denotes a person, firm or corporation designated by the customer and authorized by the Company to use the customer's service.

ATM – Asynchronous Transfer Mode, allows information to be transported in a predictable manner, accommodating various types of delay and non-delay sensitive traffic on the same network, utilizing 53-byte fixed length packets called cells.

Calling Card — An authorized Company charge card or, at suitably equipped payphone locations, an authorized commercial credit card, for use in making intraLATA calls.

Central Office — A switching unit in a telephone system, providing service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting lines. More than one central office may be located in the same building.

Central Office Building — A building containing one or more central offices. There may be more than one central office building in an exchange and one central office building may serve more than one exchange.

Central Office Line — A main telephone exchange service or trunk line.

Centrex Service — A service arrangement of dial switching equipment and facilities that permits completion of inward and outward local and toll calls from stations of the system without handling by the Centrex service attendant.

Channel — An electrical path furnished by the Company between two or more points suitable for the purpose furnished and derived in a manner elected by the Telephone Company. A single pair of wires may be used to provide more than one channel. A channel may be provided in whole or in part by cable, wire, or radio.

Channel Terminal — A term used in connection with Private Line Type 2006 channels and denotes the facilities required to terminate an interexchange channel.

Circuit — As generally used herein, a circuit is a channel.

Class of Service — The method of charging for local messages, unlimited or measured.

Communications Systems — Dedicated channels and other facilities; (e.g., private microwave, analog/digital carrier, or cable), furnished by a customer or an other common carrier for communication between premises. These communications systems are not subject to Part 68 of the Federal Communications Commission's (FCCs) Rules and Regulations.

Conforming Answering Device — A device which automatically answers incoming calls; transmits a prerecorded voice message or appropriate audible signal to the calling party; records a voice message from the calling party if so designed and arranged; and automatically disconnects from the line in a prearranged manner on completion of the last of the functions for which it was designed and arranged as described herein. The conforming answering device may include remote interrogation and/or device function control. A conforming answering device must incorporate an authorized protective connecting module and must bear a valid conformance number.

Conformance Number — An identifying number assigned by the Company to a particular model of conforming answering device incorporating an authorized protective connecting module when that model of device is in conformance with the provisions set forth by the Company in its technical reference for conforming answering devices.

Connecting Arrangement — The equipment provided by the Company to accomplish the direct electrical connection of terminal equipment or multi-line terminating systems with the facilities of the Company or the direct electrical connection of Company facilities.

Connection, Acoustic — A connection made by sound.

Connection, Direct Electrical — A physical connection of the conductors in the communications path of the telephone system.

Connection, Inductive — A connection made by using the electromagnetic field generated by a telephone.

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Company – Whenever used in this price list "Company" or "Backbone" refers to Backbone Communications Inc. unless otherwise specified or clearly indicated by the context.

Coordinating Facilities — Facilities used for communication between stations on program networks to enable the customer to pass information necessary for the proper handling of his program.

Customer — An individual, partnership, association, or corporation that arranges for service, and is responsible for the payment of charges, and compliance with the rules and regulations of the Company's price list regulations.

Day – 8:00 AM - 5:00 PM local time Monday through Friday.

Demarcation Point — The point of interconnection between Company communications facilities and premises wire. It is located within 12 inches of the protector or within 12 inches of where Company communications facilities enter the building or terminate in Company provided distribution terminals.

Distributing Center — Amplifying and bridging equipment at Company premises where program transmission channels, used in connection with loudspeakers, are interconnected to form a network for the distribution of program material to a number of loudspeaker locations.

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

Equalization — A procedure applied to Private Line Series 6000 channels so that the component frequencies of the material transmitted have about the same relationship at the two ends of the channel.

Evening - 5:00 PM - 11:00 PM local time Sunday through Friday.

Exchange — A geographical unit established for the administration of communication service in a specified area. It generally consists of one or more central offices together with the associated plant used in furnishing communications within that area.

Exchange Access Line — The serving central office line equipment and all Telephone Company plant facilities up to and including the Company provided network interface.

Exchange Area — The territory served by an exchange.

Exchange Service — The furnishing of central office line facilities to provide for telephone communications within the local service calling area on a measured or unlimited service basis in accordance with the rates and regulations of the price list.

Extension Line — A private line channel to provide extended service in connection with main telephone exchange and Private Branch Exchange (PBX) telephone service to locations not in the same building as the main telephone exchange service or PBX attendant's switchboard position.

Extension Station Line — Interior wiring at a customer's premises to a jack or outlet at a PBX or Centrex termination other than that which is associated with the PBX or Centrex main station.

FCC — "FCC" means the Federal Communications Commission.

Florida Public Service Commission ("FPSC") — Florida Public Service Commission or ("FPSC") means the Florida Public Service Commission.

Foreign Central Office Service — Exchange service furnished from a central office in a multi-office exchange which is other than that normally serving the area where the customer is located.

Foreign Exchange Service — Exchange service furnished from an exchange other than that normally serving the area where the customer is located.

Frame Relay Service – Data communications service that provides for data connectivity between among widely distributed locations.

General Cable Distributing Plant — The cable provided primarily to distribute local exchange service to the general public.

General Distributing Plant — The carrying plant and associated wire or cable to provide service to the general public within an exchange.

Governmental Authority — "Governmental Authority" means any judicial, administrative, or other federal, state or municipal governmental (including without limitation the FPSC and the FCC) having jurisdiction over the Company or the provision of Services hereunder.

Grade of Service — The number of parties that a main telephone line is intended to serve.

Half Duplex Service — Provides for transmission alternately in either direction or in one direction only.

Holidays – Christmas Day, New Years Day, Thanksgiving Day, Independence Day, Labor Day, Memorial Day.

Intercommunication - Communication between Centrex system telephones.

Interexchange Channel — A communications path interconnecting exchanges.

Interface — The point at the premises of the customer, authorized user, joint user, patron of a reseller or sharer of service at which provision is made for connection of other than Company provided facilities to facilities provided by the Company.

Intraexchange Channel — A communications path interconnecting points within an exchange.

Key Pulsing — A method of dialing by depressing button-type keys on a line arranged for normal rotary dialing.

Line Hunting — An arrangement whereby two or more central office lines or PBX trunk lines furnished to a customer at a given location are grouped so that calls to the first number of the grouped lines are automatically routed to the first non-busy line of the lines so grouped and a busy signal is not given unless all the grouped lines are busy.

Local Access and Transport Area (LATA) — A geographic area established by the Company for the administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Channel — A communication path within an exchange connecting a customer's premises with an interexchange channel. Used in connection with Private Line Series 6000 channels, local channel denotes a channel located within a single program exchange area and extending between stations, studios or distributing centers; between a station, a studio, or a distributing center and the point of connection with interexchange facilities; or between a station or a studio and a company central office where switching equipment for interconnection of local channels is located.

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Local Exchange Services – Telecommunications services furnished for use by end-users in placing and receiving local telephone calls within local calling areas. Main Telephone Station — Terminal equipment directly connected to the central office switching equipment by an individual or party line circuit or, in the case of PBX and Centrex service, terminal equipment directly connected to the PBX and Centrex switching equipment by an individual line circuit.

Maximum Termination Liability (MTL) — A liability assumed by a customer for certain equipment or service for which a minimum service period in excess of one month applies.

Message — A completed communication between two telephone numbers and classified as either Local or Toll.

Message, Local — A message between telephones where the called telephone is within the unlimited, message unit or primary calling area of the calling telephone.

Message, Toll — A message between telephones in different local calling areas for which a Message Telecommunications Service charge applies.

Message Telecommunications Service (MTS) — Service that furnishes facilities for telecommunications between local service areas. The terms toll and long distance are used interchangeably throughout the price list.

Message Unit — The unit of measurement for charging for coin and premium measured business service local messages.

Minimum Service Period — A stated length of time that a customer is required to retain service at a specific location.

Miscellaneous Common Carriers — Communications common carriers, as defined in Part 21 of the FCCs Rules, that are not engaged in the business of providing either a public land line message telephone service or public message telegraph service.

Move — The relocation, on the same premises, of equipment and wiring associated with a customer's service.

Multi-Central Office Exchange --- An exchange served by more than one central office.

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Municipality — A term applied to a city or a town but not to any entity larger than a city, for example, a county.

Multi-line Terminating System — Switching equipment (e.g., PBX, Centrex C.U., ACD), or key telephone systems that are capable of terminating more than one exchange access line, DTFS access line, private line, or channel from a communications system or a combination of these.

Network Access Line — The exchange line from the serving central office terminating at the demarcation point.

Network Control Signaling — The transmission of signals used in the exchange and message telecommunications system, performing functions such as supervision (control, status, and charging signals), address signaling (e.g., dialing), calling and called number identification, and other audible tone signals to control the operation of transmission and switching systems within the telecommunications network.

Network Control Signaling Unit — Terminal equipment furnished, installed and maintained by the customer for the provision of network control signaling.

Network Interface — A standard FCC Registration Program jack or equivalent that may be installed by the Company as part of the network access line at the demarcation point.

Network Terminating Wire — Wire installed for network service for a specific customer and used to connect the intrabuilding network cable or the outside plant distribution facilities to the demarcation point.

Nondirectory Listed Service — Exchange service telephone numbers not listed in the Company's directory, but carried in the Company's directory assistance records and given to any calling party on request.

Nonlisted Service — Exchange service telephone numbers not listed in the Telephone Company's directory or carried in the Company's directory assistance records. There are no restrictions against giving out these numbers if they are known. This service is provided only to customers with other listed exchange service, either a complete listing or in directory assistance records only.

Nonpublished Service — Exchange service telephone numbers not listed in the Telephone Company's directory or carried in the Company's directory assistance records and not available to the general public.

Nonrecurring Charge — A charge applying to the provision of certain items of service and equipment or facilities as distinguished from the service charges applicable for the establishment of telephone service.

Normal Types of Construction — Aerial or underground construction.

On Premises Distribution Cable — Cable installed and owned by the Company within a building or between buildings on the same continuous property to connect customer premises wire to the general cable distributing plant for the purpose of providing exchange or private line service. All facilities on the Company's side of the demarcation point interface are considered to be on premises distribution cable.

Premises Wire — All wire within a customer's premises located beyond the demarcation point.

Private Branch Exchange System (PBX) — An arrangement of switching equipment, consisting of a manually operated attendant position or console, or dial switching apparatus, or both, with connecting central office and PBX telephones and lines.

Private Line Service — Channels or channels and equipment furnished to a customer for communication between specified locations.

Private Property Construction — Construction on a private property to serve one customer.

Rate Center — A specified geographical location within an exchange area from which mileage measurements are determined for the application of toll rates and private line interexchange mileage rates.

Registered Equipment — Equipment that complies with and has been approved within the registration provisions of Part 68 of the FCCs Rules and Regulations.

Regulation(s) — "Regulation(s)" means any and all law(s), rules(s), regulation(s) including without limitations those set forth in this Price list), order(s), policy or policies,

ruling(s), judgment(s), decree(s) or other determination(s) which are made by the FPSC or any other Governmental Authority or which arise under any federal, state, or local stature, utility code or ordinance, and which are applicable to the Services or to any provision of this Price list.

Resold Local Exchange Service – A service composed of the resale of exchange access lines and local calling provided by other authorized Local Exchange Carriers, in combination with Company provided usage services, miscellaneous services or interstate/international services

Restoral of Service — The return of service following a period of temporary interruption for nonf, provided this return occurs prior to discontinuance of the service.

Service Point — This term when used in connection with private line service denotes an exchange in which an interexchange channel is terminated in a Company central office at the request of the customer.

Service Terminal — A facility for connecting and terminating a Private Line Series 5000 channel in equipment at the customer's premises and also where, at the request of the customer, the channel is terminated in a Company central office.

Shared Tenant Service (STS) — The provision by a developer, landlord, building owner or contractor of telecommunications and related services to tenants. Such services are resold and shared in accordance with any rules and regulations set forth by the DTE. The developer, landlord, building owner or contractor is the customer of record in an STS arrangement.

Sharing — The shared use of certain intraLATA services by a business customer with others on a shared cost basis in accordance with any rules and regulations set forth by the DTE. There is one customer of record in a sharing arrangement.

Single-Ended Terminal Device — A terminal device that terminates only one line at a given time (e.g., headset).

Standard Jack — The Company provided means of connection, subject to specifications and requirements of the FCCs Registration Program, for connecting terminal equipment or multi-line terminating systems to telecommunications services.

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## SECTION 1 Technical Terms and Abbreviations (cont.)

Station — The station as used in connection with private line services denotes the transmitting or receiving equipment, or combination transmitting and receiving equipment, at any location on a premise and connected for private line service, or when the service involves only channels, denotes a point on a premise where a channel is terminated. Used in connection with Private Line Series 6000 channels, a station denotes premises designated by the customer where material is transmitted to or received from a program transmission channel. A point of connection of Company interexchange and local channels is not a station.

Station Connection — The station connection as used in connection with Private Line Series 6000 channels denotes central office amplifying equipment and services including special supervision that may be required when a station transmits program material to, or receives program material from, an interexchange channel.

Studio — A premises under the customer's control and arranged to prevent access by unauthorized persons where program material originates or is received for transmission to a program transmission channel.

Switching Equipment — Equipment that performs the function of establishing and releasing connections between two or more Company provided services or Telephone Company provided service(s) and a multi-line terminating system(s) provided by the customer. The equipment operates to establish each connection for the purpose of transmission of communications and to release the connection, or generate a supervisory signal for the manual release of the connection by an attendant, immediately following the conclusion of each call.

Temporary Suspension of Service — An arrangement whereby service is made inoperative for a temporary period at the request of the customer.

Terminal Equipment — Devices, apparatus, and their associated wiring provided by a customer which do not constitute a multi-line terminating system and which, when connected to the communications path of the telephone system, are so connected either electrically, acoustically, or inductively.

Tie Line — A channel connecting two PBX systems, two Centrex systems, or two other systems utilizing pooled line facilities or any two of the preceding systems.

Trunk Line — A central office line terminating in a PBX system, certain automatic call distributor and answering service systems, or other switching equipment that utilizes pooled line facilities.

Unauthorized Attachment or Connection — Any terminal equipment, multi-line terminating system, or communications system that is attached to the facilities of the Company contrary to provisions of this price list.

Wideband Channel — As used in connection with Private Line Series 5000 channels is a channel that has the total equivalent of 12 or more Private Line Type 2001 (voice grade) channels.

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#### SECTION 2 RULES AND REGULATIONS

2.1 Undertaking of Backbone Communications Inc.

Regulations, rates and charges in this price list apply to local telephone service furnished with one-way and/or two-way voice and information transmission between two points in the State of Florida.

Backbone installs, operates and maintains the communication services provided herein under in accordance with the terms and conditions set forth under this price list. Backbone may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customers location to the Backbone network. The Customer shall be responsible for all changes due to such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

2.2 Use of Service

2.2.1 Service is furnished subject to the conditions that it will not be used for an unlawful purpose. Service will not be furnished if any law enforcement agency acting within its jurisdiction advises that such service is being used or will be used in violation of law. If the Company receives other evidence that such service is being or will be so used, it will either discontinue or deny the service or refer the matter to the appropriate law enforcement agency.

2.2.2 The Company reserves the right to discontinue, limit or refuse service because of abuse or fraudulent use of service. Abuse or fraudulent use of service includes the following actions.

2.2.2.A The use of service or facilities of the Company to transmit a message or to locate a person, or otherwise to give or obtain information without payment of the applicable charge.

2.2.2.B The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain, telephone service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representations or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service.

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2.2.2.C The use of service or facilities of the Company for a call or calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment or harass another.

2.2.2.D The use of profane or obscene language.

2.2.2.E The use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other customers.

#### 2.2.3 Shortage of equipment or Facilities

2.2.3.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.

2.2.3.B The furnishing of service under this price list is subject to the availability on a continuing basis of all the necessary facilities as well as the facilities it may obtain from other Carriers from time to time, to furnish service as required at the sole discretion of the Company.

2.2.3.C The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

### 2.2.4 General Terms and Conditions

2.2.4.A Except as other wise provided herein, service is provided and billed on the basis of a minimum period of at least one month and shall continue to be provided until cancelled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this price list, a month is considered to have 30 days.

2.2.4.B Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered; the rates to be charged, the duration of the services, and the terms and condition in this price list. Customer will

also be required to execute any other documents as may be reasonably requested by the Company.

2.2.4.C At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this price list prior to termination. The rights and obligation which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

2.2.4.D This price list shall be interpreted and governed by the laws of the Florida Public Service Commission without regard for the Commission's choice of laws or provisions.

2.2.4.E The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company of the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.2.4. F below.

2.2.4.F The Customer agrees to return to the Company all Companyprovided equipment delivered to Customer with five (5) days of the termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only accepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

2.2.4.G The Company may require security deposits for new service, restoration of discontinued service and subsequent service. Backbone Communications Inc. will not require a deposit that will exceed one month's estimated charges and advance payment for service.

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2.2.4.H Regarding the discontinuance of service and removal of accounts, the Company reserves the right to discontinue or temporarily suspend services to or from a location where the necessary facilities or equipment are not available under terms and conditions reasonably acceptable to the Company; or to block services to any Subscriber location without any liability whatsoever, in the event that the Company detects or reasonably suspects either a fraudulent or unlawful use of the services at or by means of said location.

#### 2.2.5 Connection to Company Facilities

2.2.5.A. Terminal equipment, multi-line terminating systems, premises wire and communications systems may be connected with facilities furnished by the Company in accordance with the provisions contained in this price list. If any unauthorized attachment or connection is made contrary to the provisions of this price list, the Company has the right to remove or disconnect the same; or to terminate service; or to suspend the service during the continuance of said attachment or connection in accordance with the regulations contained herein.

> 1. When any terminal equipment, multi-line terminating system, communications system, or premises wire is used with telecommunications services in violation of any of the provisions of this price list, the Company will take such immediate action as necessary for the protection of the network and Company employees will promptly notify the customer of the violation. The customer must either discontinue such use of the terminal equipment, multi-line terminating system, communications system, or premises wire, or correct the violation.

> > a. The customer must either discontinue such use of the terminal equipment, multi-line terminating system, communications system, or premises wire, or correct the violation.

b. The customer shall confirm in writing to the Company within ten days following the receipt of written notice from the Company that such use has ceased or that the violation has been corrected.

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c. Failure of the customer to discontinue such use, or to correct the violation, and to give the required written confirmation to the Company within the required timeframe, will result in suspension of the customer's service until such time as the customer complies with the provisions of this price list.

2.2.6 Provision and Ownership of Equipment and Lines

Except as otherwise provided in this price list, equipment and lines furnished by the Company on the premises of a customer, authorized user, patron of a reseller, sharer of service or agent of the Company are the property of the Company and are provided upon the condition that such facilities must be installed, relocated and maintained by the Company, and that the Company's employees or designees may enter said premises at any reasonable hour to install, inspect or maintain the equipment and lines; or upon termination or cancellation of the service to remove the equipment and lines. Customer premises wire may be installed and/or maintained by the customer.

## 2.2.7 Minimum Service Periods

2.2.7.A The minimum charge for service at any premises, except as otherwise specified, is one month's charge. The right is reserved to require a minimum charge in excess of one month's charge in connection with special equipment.

2.2.7.B Where service subject to a minimum service period of more than one month is furnished, a termination charge may apply as specified elsewhere in this price list. The charge is determined by reducing the MTL in effect at the same time service is ordered or installed.

2.2.7.C If the period of use exceeds one month, the charges for the fractional part of a month following and consecutive with a full month are a proportionate part of the monthly charges, based on the actual number of days the service is furnished. For the purpose of determining charges for a fractional part of a month, every month is considered to have 30 days.

2.3 Responsibility of the Company

2.3.1 Furnishing of Service

2.3.1.A The Company's obligation to furnish service, or to continue to furnish service, is dependent on its ability to obtain, retain, and maintain suitable rights and facilities, and to provide for the installation of those facilities required for the furnishing and maintenance of that service.

2.3.1.B The Company reserves the right to refuse an application for service made by, or for the benefit of, a former customer who is indebted to the Company for telephone service previously furnished.

2.3.1.C A telephone number is subject to change at any time.

2.3.1.D The Company reserves the right to restrict the amount of other services and equipment furnished or used in connection with any particular class of service in order to prevent any impairment in the quality of service furnished.

2.3.1.E The Company reserves the right to terminate the service of a party line customer where it appears that the customer's use of the service excludes reasonable use by other parties on the same line.

2.3.1.F In view of the fact that customers have exclusive control of their communications over the facilities furnished them by the Company, and of other uses for which facilities may be furnished by the Company, and because of unavoidability of errors incident to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the terms, conditions and limitations herein specified.

#### 2.3.2 Service Observing

2.3.2.A It is the policy and practice of the Company not to monitor any conversations between its customers. In order to determine the quality of service being given to its customers and to be in a position to improve the service, it is the practice of the Company to observe, on a random sample basis, the handling of customer calls by its employees and the functioning of its equipment. Service observations on calls between customers are made to insure the proper handling of these calls by the Company's

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employees and its equipment. Service observations are also made on calls between customers and the Company relating to matters such as business office, repair, information, and intercept services. Service observing is done in accordance with published Company practices which are available for inspection by regulatory authorities.

## 2.4 Liability

2.4.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, or by the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities, occurs.

2.4.2 The Company shall be indemnified and saved harmless by the customer or customers against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities or the use thereof; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the Company, apparatus and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with the facilities provided by the Telephone Company.

2.4.3. Neither this Company nor any concurring, connecting or other participating carrier shall be liable for any act or omission of any other company or companies furnishing portions of such service.

2.4.5 The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of theses services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company

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will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

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

2.4.7 The Company shall not be liable for any defacement of or damage to Customers Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees of the Company.

2.4.8 The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The customer and End User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of, any person or persons, or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished the Company at such locations.

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#### SECTION 2 Rules and Regulations (cont.)

2.4.9 The Company is not responsible to the customer, authorized user, joint user, sharer of service or patron of a reseller for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company caused by terminal equipment, except where a contributing cause is the malfunctioning of a Telephone Company provided connecting arrangement, in which event the liability of the Company will not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission, or injury occurs.

#### 2.5 Responsibility of the Customer

2.5.1 Cancellation, Change, or Deferment Prior to Establishment of Service

2.5.1.A When an application for service is cancelled or changed in whole or in part by the applicant prior to completion of the construction and installation, the applicant is required to pay to the Company, upon demand, the total costs and expenses in connection with providing and removing the service less the estimated recoverable value, if any. When an application is cancelled or changed by the applicant in whole or in part after completion of the construction and installation but prior to the establishment of service, the applicant is required to pay to the Company, upon demand, the applicable minimum and termination charges specified in this price list and any applicable nonrecurring, connection and construction charges.

2.5.1.B When an applicant requests a change in the location of all or part of the facilities provided for the service prior to completion of the construction and installation, and the applicant is required to pay to the Company, upon demand, the difference between the total costs and expenses incurred by the Company in completing the construction and installation and that which would have been incurred had the final location of facilities been specified initially.

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2.5.1.C When a deferment of the date for placing facilities and equipment in-service is requested by the applicant after the start of construction (usually at the time the required equipment has been purchased by the Company), charges based on costs apply, upon demand by the Company, for any deferment in excess of one month. The costs include the monthly carrying charges on the Company's investment in equipment and facilities at the time of the deferment plus any other specific costs applicable to the deferment. In no case will the placing in-service of equipment and facilities be deferred for more than 18 months. After 18 months the installation is considered cancelled, and the applicant is responsible for the payment of costs as specified in Section 2.4.1A.

## 2.5.2 Liability of the Customer

In case of damage, loss, theft or destruction of equipment and facilities furnished by the Company due to the negligence or willful act of the customer or other persons authorized to use the service, the customer may be required to pay the expense incurred by the Company to replace or restore the equipment and facilities to its original condition.

2.5.3 Notification for Termination of Service

The right is reserved to require notice of not less than ten days of the customer's desire to terminate the service.

2.5.4 Payment of Bills

2.5.4.A The customer is responsible for payment of all applicable charges pursuant to this price list. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Florida Public Service Commission.

1. Bills are due when rendered and are payable at an office of the Company.

a. Delayed payment of bills may result in the interruption or discontinuance of the customer's service.

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2. The customer is required to pay, in accordance with the Company's established collection and billing practice, all charges for exchange, exchange access and private line services, MTS, and for all services billed by the Company for other carriers.

> a. The customer is held responsible for all charges for telephone service rendered at the customer's telephone, including charges for toll messages on which the charges have been made collect.

3. Two people who reside at the same address may elect to have one or both persons' names appear on the bill for telephone service.

2.5.4.B The customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on Company's net income imposed on or based upon the provision, sale or use of Access Services. All such taxes shall be separately designated on the Company's invoices. Any taxes imposed by local jurisdiction (ie. county and municipal taxes) will only be recovered from those Customers located in the affected jurisdictions. If any entity other than the Company (ie. another carrier or a supplier) imposes charges on the Company, in addition to its own internal costs, in connection with a service for which the Company's Non-Recurring Charge is specified, those charges will be passed on to the Customer. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

2.5.4.C 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 receipts 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 on the Customer's monthly invoice.

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2.5.4.D Late Payment — For business customers, all amounts outstanding 25 days or more from the date on which the bill for such amounts is mailed are subject to a late payment charge. The late payment charge will not exceed 1.5% per month.

1. The late payment charge will not apply to the following amounts or accounts:

- a. Any disputed amounts of a bill on which a dispute is pending.
- b. Final accounts; however, any late payment charges included in the balance on a final statement are still due.

2.5.4.E Returned Check — Whenever a check or draft presented for payment of services is not accepted by the institution on which it is written, a returned check charge applies, per check or draft written. Pursuant to Florida law (Chapter 832, F.S.) the Customer has 30 days from receipt of this notice to tender payment in cash of the full amount of check plus a service charge of \$25, if the face value does not exceed \$50, \$30, if the face value exceeds \$50 but does not exceed \$300, \$40, if the face value exceeds \$300, or 5 percent of the face amount of the check, whichever is greater.

2.5.4.F Advance Payments – The Company reserves the right to collect an advance payment for service.

#### 2.6 Discontinuance of Service

2.6.1 Upon nonpayment of any amounts owing to the Company, theCompany may, by giving requisite prior written notice not less than fifteen(15) days to the Customer, discontinue or suspend service withoutincurring any liability. The letter will be sent via first class mail

2.6.2 Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continue during that period.

2.6.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

2.6.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service ,the Company may, with prior notice to the Customer immediately discontinue or suspend service without incurring any liability.

2.6.5 Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.

2.6.6 The Company may discontinue the furnishings of any and/or all services(s) to a customer, without incurring any liability:

2.6.6.A Immediately and without notice if the Company deems that such actions 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 subsection if:

> 1. The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communication services or its planned used of service(s); or

2. The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or is planned use of the Company's services(s); or

3. The Customer has been given fifteen (15) day written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other common carrier communications

services to which the Customer either subscribes or had subscribed or used; or

- 4. The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the charges that appear in the price list for the service by:
  - a. Using or attempting to use the service by rearranging, tampering with, or making connections to the company's service not authorized by this price list; or
  - b. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
  - c. Any other fraudulent means or devices; or
  - d. use of service in such a manner as to interfere with the service of other users; or
  - e. Use of service for unlawful purposes.
  - f. The suspension of 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 services(s) furnished during the time of or up to suspension or discontinuance.

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2.4.7.A Upon reasonable notification to the Customer, and at reasonable timers, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements 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. No credit will be allowed for any interruptions occurring during such inspections.

2.6.7.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. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

#### 2.7 Interconnection

Service furnished by Backbone may be connected with the services or facilities of other carriers or enhanced service providers. The Customer is responsible for all charges billed by these entities for use in connection with Backbone's service. Any special interface equipment or facilities necessary to achieve compatibility between these entities is the responsibility of the Customer. Neither the Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

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# SECTION 3 DESCRIPTION OF SERVICE

3.1 Description of Service – General

The Company will provide competitive local exchange and information services over DS1 lines with an ATM/Frame Relay Network. All services are available twenty-for (24) hours a day, seven days a week.

#### 3.2 Introduction

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

#### 3.3 Computation of Charges

3.3.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be a fixed charge dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute. Unless otherwise noted, all Dedicated MTS Service calls are measured in thirty (30) second initial and six (second) additional increments. Unless otherwise noted, all Switched MTS Service calls are measured in one (1) minute increments with calls rounded up to the next whole increment.

3.4 Rates Based on Duration of Use

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

3.4.1 Calls are measured in durational increments identified for each service All calls which are fractions of a measurement increment are rounded-up to the next whole unit.

3.4.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.

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## SECTION 3 Description of Service (cont.)

3.4.3 Timing terminates on all calls when either party hangs up.

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

3.4.5 All times refer to local time.

3.4.6 There shall be no charges for uncompleted calls.

3.5 Rates Based Upon Distance

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

3.5.1 Distance between two points is measured as airline distance between the rate centers of the originating and terminating lines. The rate is a set of geographic coordinates, as referenced in the Bell Communications Research in the NPA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4 (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

3.5.2 The airline distance between any two rate centers is determined as follows:

A. Obtain the "V" (vertical) and "H" (horizontal) coordinates for each rate center form the above-referenced Bell Communications Research in the NPA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4.
B. Compute the difference between "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
C. Square each difference obtained in step (2) above.

D. Add the square of the "V" difference and the square of the "H" difference obtained in step (3) above.

E. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

## SECTION 3 Description of Service (cont.)

F. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

FORMULA:	$(V1 - V2)^2 + (H1 - H2)^2$
٦	10

## 3.6 Quality of Service

A customer can expect end to end network availability of not less than 99% at all times for all services.

## 3.6.1 Installation and Restoration of Service

The installation time will be agreed upon between the company and customer prior to connectivity. In the case the Company's equipment was not able to operate normally, the service will be restored as soon as the technical difficulties are resolved.

## 3.7 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be in writing or by telephone to Backbone Communications Inc. at: Backbone Communications Inc., 1801Century Park East, Suite 1830, Los Angeles, CA 90067-2320. Tel: (310) 282-7111, fax: (310) 552-2314, toll free: (800) 987-1111. Any objection to billed charges should be reported promptly to Backbone Communications Inc.. Adjustments to Customers bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where over billing of a subscriber occurs, no liability exists which will require Backbone Communications Inc. to pay dividend or other compensation on the amount over billed, except that Backbone Communications Inc. is liable for interest on such over billed amount, such as applies to deposits pursuant to state law. If notice of a dispute as to charges is not received in writing by Backbone Communications Inc., within ninety (90) days after an invoice is rendered, such invoice shall be deemed to be correct and binding upon the Customer.

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#### SECTION 3 Description of Service (cont.)

3.8 Time Periods Defined

Unless otherwise indicated herein: All rate plans:

Day:	8:00 a.m. – 5:00 p.m. – Mon- Fri
Evening:	5:00 p.m. – 11:00 p.m. – Sun – Fri
Night/Weekend:	11:00 p.m. – 8: 00 a.m. – All days
	8:00 a.m 11:00 p.m. – Saturday
	8:00 a.m 5:00 p.m Sunday

Holiday: For the following Holidays, the Evening time Period rates are used, unless a lower rate would normally apply:

New Year's Day \* Memorial Day Independence Day \* Labor Day Thanksgiving Day Christmas Day \*

\* When this Holiday falls on a Sunday, the Holiday calling rate applies to calls placed on the following Monday. When this Holiday falls on a Saturday, the Holiday calling rate applies to calls placed on the preceding Friday.

3.9 Data Communications Service

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

3.9.1 The following Exchange Access Service are offered:

A. Digital Data B. Frame Relay

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## SECTION 3 Description of Service (cont.)

### 3.9.2 Digital Data Service

Digital Data Service provides a dedicated point to point digital circuit, with bandwidth ranging from 56 Kbs to 1.544 Mbs, that does not provide dial tone service. Digital Service T-1 required for circuits of 512K or less. Data Only T-1 required for circuits greater than 512K or an endpoint with multiple circuits whose total bandwidth sum to greater than 512K. The circuit is used to enable communications transport between two or more points.

#### 3.9.3 Frame Relay Service

Frame Relay Service (FRS) is a data communications service that provides for data connectivity between /among widely distributed locations. FRS routes Frame Relay data Units between a customer's premises, within a LATA, using assigned Permanent Virtual Circuits (PVCs) provided via a dedicated Frame Relay Subscriber Network Access Line and a switch dedicated to FRS and other highspeed data services. A Frame Relay Subscriber Network Access Line (NAL) is a dedicated digital line utilizing the Frame Relay User to Network Interface standards. A Frame Relay Subscriber NAL provides connectivity from the customer's premises to the telephone company hub or serving wire center. The effective data rate of the line is 56/64 kbps for narrowband connectivity and 1.536 Mbps for wideband connectivity. Each Frame Relay Data Unit is routed through the Frame Relay Network with an address that specifies the PVC connection. A PVC connection is a virtual connection between two Frame Relay Subscriber's NALs, e.g. customer's premises. Each Frame Relay Subscriber NAL is assigned at least one PVC. However, a customer may elect to subscribe to multiple PVCs. Additional PVCs are provisioned over the Frame Relay Subscriber NAL via address mapping, which enables the customer to route Frame Relay Data Units via virtual connections to multiple locations. rame Relay Service is available only where technically feasible and where Backbone Communications Inc. has adequate facilities in place to provision it.

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## SECTION 3 Description of Service (cont.)

3.10 Other Services

3.10.1 Local Telephone Service:

The Company's Local Telephone Service provide the Customer with the ability to connect to the Company's switching network which enables the Customer to: - place or receive calls to any calling Station in the local calling area, as defined herein;

- access basic 911 Emergency Service;

- place or receive calls to 800 telephone numbers;

- access Telephone Relay Service.

The Company's service can not be used to originate calls to other telephone companies caller-paid information services (e.g., 900, 976). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch.

3.10.2 Intrastate Switched Telecommunications Service (ISTS)

Intrastate Switched Telecommunications Service consists of the furnishing of switched message telephone service between points within the State.

3.10.3 Intrastate Dedicated Telecommunications Service (IDTS) IDTS consists of the furnishing of intrastate telecommunications service to or from a specific location featuring the use of dedicated access type connection(s).

3.10.4 Toll Free Service

Toll Free Service is a usage –based service where calls are dialed with a specific prefix (800) and paid for by the subscriber of the service rather than the calling party. The Customer is responsible for all charges for use of Carrier network arising from calls placed to the Customer's toll free number. Toll Free Service is provided only where facilities and billing capabilities permit.

3.10.5 Directory Assistance Service

The Company doesn't provide Directory Assistance Service.

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## SECTION 3 Description of Service (cont.)

### 3.11 Special Pricing Arrangements-Individual Case Basis (ICB)

In lieu of the rates otherwise set forth in this Price List, rates and charges including installation, special; construction, and recurring charges may be established at negotiated rates on an Individual Case Bases (ICB), taking into account such factors as the nature of the facilities and services, the costs of constructions and operation, the volume of traffic commitment and the length of service commitment by the Customer, as long as the rates and charges are not less than Carrier's costs of providing the service. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual contracts or Customer Term Agreements. Specialized Pricing Arrangements rates or charges will be made available to similarly situated Customers on comparable terms and conditions. Upon reasonable request, the Company will make the terms of these contracts available to the Commission and its staff for review on a confidential and proprietary basis. The rate will be made a part of this Price List.

#### 3.12 Promotions

The Company may, form time to time, engage in national and/or intrastate promotional offerings or trials, designed to attract new Customers, to stimulate Customer usage, to test potential new services, and/or to increase existing Customers awareness of the Company's services. These offerings may be limited to certain services, dates, times of day and/or locations determined by the Company. National offerings, the terms of which are set forth in the applicable interstate Price Lists governing such programs, may include without limitations, discounts, redeemable points, or cash rewards to Customers. Such promotions will be offered subject to approval by the Commission and made part of this Price List.

## SECTION 3 Description of Service (cont.)

## 3.13 Telecommunications Relay Service

For intrastate toll calls received from the relay service, call charges shall be discounted by 50% from the otherwise applicable usage rate for a non –relay call except that where the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted sixty (60) percent. The above discounts apply not only to time sensitive elements of a charge for the call and shall not apply to per call charges such as a credit call surcharge, pursuant to the Telecommunications Relay Rule Section 25-4.160(1) of the Florida Statutes.

Where required by the Commission, the Company will participate in telephone relay services for handicapped and/or hearing impaired end users, and will comply with all regulations and requirements. The Company shall impose any monthly surcharge or any other related charge upon its local exchange telecommunications subscribers as may be required by state law.

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## SECTION 4 RATES AND CHARGES

## 4.1 Data Communications Service

# 4.1.1 Digital Data Service

<u>Monthly Recurring Charges</u>: Data Port - requires one per endpoint of 512K or less

Data Port 56K Data Port 128K Data Port 256K Data Port 384K Data Port 512K	\$ 40.00 \$ 80.00 \$ 160.00 \$ 240.00 \$ 320.00
T-1 Data Port – required for circuits greater than 512K 1.544.Mb	\$ 500.00
Cross Connect – requires one per circuit endpoint Cross Connect per circuit endpoint	\$ 100.00
Mileage – mileage between endpoints on a data circuit Fractional DS1 Mileage – per mile DS1 Mileage – per mile	\$ 1.00 \$ 2.00
Non recurring Charges:	
Per Data Only T-1 Facility Installation	\$1250.00
4.1.2 <u>Frame Relay Service</u> T-1 Access Digital Facility (Data Only)	\$ 500.00
Data Port – one per circuit endpoint 56K 128K 256K	\$ 40.00 \$ 80.00 \$160.00
250K 384K 512K	\$ 240.00 \$ 320.00

Non-Recurring Charges Per T-1 Access Facility Installation \$ 1250.00

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# SECTION 4 Rates and Charges (cont.)

## 4.2 Other Services

4.2.1. Local Telephone Service	
Connection Charge	\$ 17.00
Monthly Rate	\$ 6.20

4.2.2 Intrastate Switched Telecommunications	<u>Service</u>
Rate per billing increment	\$0.0119

4.2.3 Intrastate Dedicated Telecommunications	<u>Service</u>
Rate per billing increment	\$0.0062

4.2.4 <u>Toll Free Service</u> Rate per billing increment

\$0.019

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# SECTION 4 Rates and Charges (cont.)

Reserved by Backbone Communications Inc. for future use.

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