

TITLE PAGE

**Florida Local Exchange
Telecommunications Price List**

of

Airespring, Inc.

This Price List contains the descriptions, regulations, service standards and rates applicable to the furnishing of service and facilities for telecommunications services provided by Airespring, Inc. with principal offices at 6060 Sepulveda Blvd., Van Nuys, California 91411. This Price List applies to services provided 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.

CHECK SHEET

The sheets of this Price List, as listed below, 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 at the bottom of this page.

| Sheet | Revision | | Sheet | Revision | Sheet | Revision | |
|-------|----------------------|---|-------|----------|-------|----------|---|
| 1 | Original | | 21 | Original | 41 | Original | |
| 2 | 1 st Rev. | * | 22 | Original | 42 | Original | |
| 3 | Original | | 23 | Original | 43 | Original | |
| 4 | Original | | 24 | Original | 44 | Original | |
| 5 | Original | | 25 | Original | 45 | Original | |
| 6 | Original | | 26 | Original | 46 | Original | |
| 7 | Original | | 27 | Original | 47 | Original | |
| 8 | Original | | 28 | Original | 48 | Original | |
| 9 | Original | | 29 | Original | 49 | Original | |
| 10 | Original | | 30 | Original | 50 | Original | |
| 11 | Original | | 31 | Original | 51 | Original | |
| 12 | Original | | 32 | Original | 52 | Original | |
| 13 | Original | | 33 | Original | 53 | Original | * |
| 14 | Original | | 34 | Original | 54 | Original | * |
| 15 | Original | | 35 | Original | 55 | Original | * |
| 16 | Original | | 36 | Original | 56 | Original | * |
| 17 | Original | | 37 | Original | 57 | Original | * |
| 18 | Original | | 38 | Original | 58 | Original | * |
| 19 | Original | | 39 | Original | 59 | Original | * |
| 20 | Original | | 40 | Original | 60 | Original | * |

* - indicates those pages included with this filing

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Issued by:

Avi Lonstein, President
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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- D** Delete Or Discontinue
- I** Change Resulting In An Increase to A Customer's Bill
- M** Moved From or To 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

PRICE LIST FORMAT

- A. Sheet Numbering** - 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.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each sheet. 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. Because of various suspension periods, deferrals, etc. that the FPSC follows in their Price List approval process, the most current sheet number on file with the Commission is not always the Price List sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a Price List filing is made with the FPSC, an updated check sheet accompanies the Price List filing. The check sheet lists the sheets contained in the Price List, with a cross reference to the current revision number. When new sheets are added, the check sheet 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 this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The Price List user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

EXCHANGE SERVICE LIST

Airespring, Inc. ("Airespring") has included all of the exchanges in the BellSouth local exchange territory in Florida as the potential areas where alternative local exchange service is planned.

BellSouth exchanges (and corresponding BellSouth rate group number):

| | | |
|----------------------|-------------------------|-----------------------|
| Archer (5) | Graceville (3) | Orange Park (X4) |
| Baldwin (9) | Green Cove Springs (X4) | Orlando (11) |
| Bell Glade (3) | Gulf Breeze (6) | Oviedo (11) |
| Big Pine Key (X1) | Havana (6) | Pace (6) |
| Boca Raton (10) | Hawthorne (5) | Pahokee (3) |
| Boynton Beach (10) | Hobe Sound (6) | Palatka (4) |
| Bronson (X2) | Holley-Navarre (6) | Palm Coast (3) |
| Brooksville (5) | Hollywood (12) | Panama City (5) |
| Bunnell (3) | Homestead (12) | Panama City Beach (5) |
| Cantonment (6) | Islamorada (X1) | Pensacola (7) |
| Cedar Keys (1) | Jacksonville (10) | Perrine (12) |
| Century (6) | Jacksonville Beach (9) | Pierson (4) |
| Chiefland (3) | Jay (X3) | Pomona Park (4) |
| Chipley (3) | Jensen Beach (6) | Pompano Beach (12) |
| Cocoa (7) | Julington (9) | Ponte Vedra (9) |
| Cocoa Beach (7) | Jupiter (9) | Port St. Lucie (6) |
| Coral Springs (12) | Key Largo (X1) | St. Augustine (4) |
| Cross City (2) | Keystone Heights (3) | St. Johns (11) |
| Daytona Beach (6) | Key West (X1) | Sanford (8) |
| DeBary (5) | Lake City (4) | Sebastian (6) |
| Deerfield Beach (12) | Lynn Haven (5) | Stuart (6) |
| Deland (5) | Marathon (X1) | Sugarloaf Key (X1) |
| DeLeon Springs (4) | Maxville (9) | Sunny Hills (3) |
| Delray Beach (8) | Melbourne (7) | Titusville (5) |
| Dunnellon (6) | Miami (12) | Trenton (X2) |
| East Orange (11) | Micanopy (5) | Vernon (3) |
| Eau Gallie (7) | Middleburg (9) | Vero Beach (5) |
| Fernandina Beach (3) | Milton (6) | Weekiwachee (5) |
| Flagler Beach (3) | Munson (6) | Welaka (4) |
| Ft. George (9) | Newberry (5) | West Palm Beach (9) |
| Ft. Lauderdale (12) | New Smyrna Beach (4) | Yankeetown (4) |
| Ft. Pierce (5) | North Dade (12) | Youngstown (4) |
| Gainesville (6) | North Key Largo (X1) | Yulee (8) |
| Geneva (7) | Oak Hill (4) | |
| | Old Town (2) | |

E - See BellSouth General Subscriber Service Tariff.

SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

Account - A Company accounting category containing up to two (2) residential local exchange access lines billed to the same Customer at the same address. The second or non-primary local exchange access line will share any call allowance of the primary local exchange access line. The second or non-primary local exchange access line therefore will not be provisioned to include a separate call allowance structure. No features are included with the second or non-primary local exchange access line.

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

Answer Supervision - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

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

Authorized User - A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

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

Commission - The Florida Public Service Commission.

Common Carrier - An authorized company or entity providing telecommunications services to the public

Company - Airespring, Inc., the issuer of this tariff.

Customer - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, CONT'D.

Customer Designated Premises - A location designated by the Customer for the purposes of connecting to the Company's services.

Customer Terminal Equipment - Terminal equipment provided by the Customer.

End Office - The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

End-User Premises - Any person, firm, corporation, partnership or other entity which uses the services of the Carrier under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

Exchange - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

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

Interruption - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, CONT'D.

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

LEC - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

Local Calling Area – A geographical area in which an End User may complete a call without incurring toll charges.

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

Message Toll Service - A service that provides facilities for telecommunications between different local calling areas of the same LATA in accordance with the regulations and schedule of rates specified in this tariff. The rates specified in this tariff are in payment for all services furnished between the calling and called stations.

MOU - Minutes of Use

Recurring Charges - Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, CONT'D.

Service - Any means of service offered herein or any combination thereof.

Service Order Form - The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Station - The network control signaling unit and any other equipment provided at the Customer's premises which enables the Customer to establish communications connections and to effect communications through such connections.

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

Airespring – Airespring, Inc., issuer of this tariff.

Term Agreement - An agreement between the Company and the Customer for a fixed term of months.

Terminal Equipment - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

Transmission Speed - Transmission speed or rate, in bits per second (bps), as agreed to by Company and Customer for each circuit.

SECTION 2 – REGULATIONS

2.1 Undertaking of the Company

- 2.1.1** Service is furnished for telecommunications originating and terminating within the State of Florida under the terms and conditions of this tariff.
- 2.1.2** Airespring's voice services will involve the resale of the basic local exchange services of the incumbent local exchange telephone companies.
- 2.1.3** Carrier's services are available for use twenty-four hours per day, seven days per week.

2.2 Use of Services

- 2.2.1** Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2** The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.3** The Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- 2.2.4** The Carrier's services may be canceled for nonpayment of uncontested bill charges or for other violations of this Tariff.

SECTION 2 - REGULATIONS, CONT'D.**2.3 Liability of the Company**

2.3.1 Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services, functions, and products the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services, functions, and products furnished under this tariff. These limitations shall not limit any right the Company may have to be indemnified, defended, or held harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees), and consequential damages of such third persons.

2.3.2 The liability of the Company for damages arising directly or indirectly out of the furnishing of these services, functions, or products, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, functions, or products or arising out of the failure to furnish the service, function, or product, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption. The extension of such allowances for interruption shall be the sole remedy of the Customer or Authorized User and the sole liability of the Company. The Company will not be liable for any indirect, special, consequential, exemplary or punitive damages a Customer may suffer, including lost business, revenues, profits, or other economic loss, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents, whether or not foreseeable, and regardless of notification by any party of the possibility of such damages.

SECTION 2 - REGULATIONS, CONT'D.**2.3 Liability of the Company, Cont'd.**

- 2.3.3** The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood 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 any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.
- 2.3.4** The Company shall not be liable for any act or omission by any entity furnishing to the Company or to the Company's Customers services or equipment used for or with the services the Company offers.
- 2.3.5** The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided services or equipment.
- 2.3.6** The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company, nor shall the Company be liable for the performance of said vendor or vendor's equipment.

SECTION 2 - REGULATIONS, CONT'D.**2.3 Liability of the Company, Cont'd.**

- 2.3.7** The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- 2.3.8** The Company is not liable for any defacement of or damage to the premises of a Customer or end-user (or Authorized User) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.
- 2.3.9** The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays.
- 2.3.10** The Company shall not be liable for any damages whatsoever to persons or property resulting from the installation, maintenance, repair or removal of equipment and associated wiring.
- 2.3.11** The Company shall not be liable for any damages whatsoever associated with service, facilities, products, or equipment which the Company does not furnish or for any act or omission of the Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with service.

SECTION 2 - REGULATIONS, CONT'D.**2.3 Liability of the Company, Cont'd.**

- 2.3.12** The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".
- a. Access to 911 will be maintained during temporary disconnections for non-payment of a residential subscriber's local service.
- 2.3.13** The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties or merchantability and fitness for a particular use, except those expressly set forth herein.
- 2.3.14** The Customer and any Authorized Users, jointly and severally, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including attorney's fees and court costs), or liability for patent or trademark infringement or other infringement of intellectual property rights arising from (1) combining (or using in connection) Company-provided services and equipment with any facilities, services, functions, or products provided by the Customer or Authorized User or (2) use of services, functions, or products the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control; and from all other claims, loss, damage, expense (including attorneys fees and court costs), or liability arising out of any commission or omission by the Customer or Authorized User in connection with the service, function, or product. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer or Authorized User shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such infringement, damages, or other claims.

SECTION 2 - REGULATIONS, CONT'D.**2.3 Liability of the Company, Cont'd.**

2.3.15 The Customer releases, indemnifies and holds harmless the Company from any and all loss, claims, demands, suits or other action or any liability whether suffered, made instituted or asserted by the Customer or by any other person, caused or claimed to have been caused directly or indirectly by the publication of a nonpublished telephone number or the disclosure or nondisclosure of said number to any person. If any action of the Company results in the publication of the unauthorized disclosure of a nonpublished number, the Company will, at the customer's request, change the number without charge and refund any nonpublished number charges for the period of time during which the number was disclosed. For the purposes of this Tariff, nonpublished information is defined to include the name, address and telephone number of nonpublished Customers.

SECTION 2 - REGULATIONS, CONT'D.**2.4 Prohibited Uses**

- 2.4.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.
- 2.4.2** The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this tariff. The Customer or Authorized User may not assign or transfer in any manner the service or any rights associated with the service without the written consent of the Company.
- 2.4.3** A Customer or Authorized User shall not represent in its advertising, marketing or sales collateral that its services are provided by the Company, or otherwise indicate to its Customers that its provision of services is jointly with the Company, without the consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

SECTION 2 - REGULATIONS, CONT'D.**2.5 Limitation of Service**

- 2.5.1** Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- 2.5.2** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when service is used in violation of provisions of this tariff or the law.
- 2.5.3** The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- 2.5.4** The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities, services or equipment and is limited to the capacity of the Company's services and equipment, as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

SECTION 2 - REGULATIONS, CONT'D.**2.6 Application for Services**

2.6.1 A Customer desiring to obtain service may do so based on an oral or written agreement. In order to initiate service, the Customer must provide the following information: an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.6.2 Cancellation of Application for Service

Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by the Company may apply.

2.6.3 Cancellation of Service

The Customer may have service discontinued upon verbal or written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a term agreement.

2.7 Assignment or Transfer

2.7.1 All service provided under this tariff is directly or indirectly controlled by the Company, and the Customer may not transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff and in the Term Agreement and/or other contract between the Company and the Customer shall apply to all such permitted transferees or assignees.

SECTION 2 - REGULATIONS, CONT'D.**2.8 Deposits**

Any applicant or customer whose financial responsibility is not established to the satisfaction of the Company may be required to deposit a sum up to an amount equal to the total of the estimated local service and toll charges for up to two months for the facilities and service.

2.9 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. The advance payment will be applied to the first full billing cycle statement and additional one (1) month advance payment will be required for each subsequent month. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

2.10 Taxes and Fees

The Company reserves the right to bill any and all applicable taxes in addition to normal telecommunications charges, including, but not limited to: Federal Excise Tax, State Sales Tax, Municipal Taxes, and Gross Receipts Tax. Such taxes will be itemized separately on Customer invoices and are not included in the quoted rates.

SECTION 2 - REGULATIONS, CONT'D.

2.11 Notices

- 2.11.1** Any notice the Company may give to a Customer shall be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service, postage prepaid, addressed to the Customer's billing address. Any notice the Customer may give the Company shall be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service, postage prepaid, addressed to the Company at the address provided in the most recently revised tariff pages.

SECTION 2 - REGULATIONS, CONT'D.**2.12 Billing and Payment**

2.12.1 The Customer is responsible for payment of all charges for services furnished, including charges for services originated or charges accepted at the Customer's station. Services which are fraudulently obtained without the Customer's involvement will be investigated and the Carrier and the Customer will cooperate in the resolution of such charges. Upon nonpayment of any regulated sum due or upon a violation of any of the conditions governing the furnishing of service, the Carrier may discontinue furnishing said service, as provided for in this tariff and in accordance with Commission rules, without incurring any liability.

2.12.2 Bills are rendered monthly and are due upon receipt of the bill. Payment is considered delinquent 30 days after the bill is rendered.

2.12.3 The Carrier shall promptly investigate all disputed charges and shall report its findings and disposition to the Customer. Nothing in this Section limits the Customer's right as provided by statute to contest charges. Bills are rendered monthly with local exchange service billed in advance of the month service is rendered. Toll charges are billed in arrears.

2.12.4 Recurring Monthly Charges

- .1 Recurring monthly charges will be billed one month in advance of service or in the current month and will reflect the rates in effect as of the date of the invoice.
- .2 For the purpose of computing partial month=s charges, a month is considered to consist of thirty (30) days.

2.12.5 Nonrecurring Charges

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

2.12.6 The Customer reserves the right to assess a return-check charge of twenty-five dollars (\$25.00) whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned unpaid to Airespring, Inc. by a bank for any reason, including insufficient funds or closed accounts. This charge will be in addition to any charges assessed by any bank. If a customer who has received a notice for each check or other payment type submitted by the Customer to the Company that a financial institution refuses to honor.

SECTION 2 - REGULATIONS, CONT'D.**2.13 Discontinuance or Interruption of Service by the Carrier**

Without incurring any liability, the Carrier may, under the following conditions, discontinue or interrupt service that is being furnished:

- 2.13.1** For noncompliance with or violation of any applicable State, municipal or Federal law, ordinance or regulation, or noncompliance with or violation of any Commission regulation.
- 2.13.2** For noncompliance with any of the provisions of this tariff governing service.
- 2.13.3** In the event of the Customer's use of service in such a manner as to adversely affect the Carrier's equipment or service to others.
- 2.13.4** In the event of unauthorized or fraudulent use of service.
- 2.13.5** By reason of any order or decision of a court or other government authority having jurisdiction that prohibits the Carrier from furnishing service to the Customer.
- 2.13.6** In order to perform tests and inspections necessary to insure compliance with tariff regulations or the proper installation, operation, and maintenance of the Carrier's equipment and facilities.

SECTION 2 - REGULATIONS, CONT'D.**2.13 Discontinuance or Interruption of Service by the Carrier, Cont'd.**

- 2.13.7** The Carrier reserves the right to limit the duration of a connection or the provision or service when necessary because of a shortage of service components caused by emergency conditions as defined in the Rules and Regulations of the Florida Public Service Commission.
- 2.13.8** Discontinuance of service shall be in accordance with the Rules and Regulations of the Florida Public Service Commission.
- 2.13.9** The Carrier may suspend service without notice if it deems such action necessary to protect the public, Carrier personnel, agents, suppliers, facilities or services from damages or injury of any kind to any party. The Carrier may suspend service after notice to the Customer of noncompliance with any provision of this tariff if such noncompliance is not corrected within thirty (30) days following the receipt of notice.
- 2.13.10** The Carrier may discontinue service for nonpayment of any regulated sum due the Carrier for more than 30 days beyond the rendition of the bill for such service pursuant to the Rules and Regulations of the Florida Public Service Commission.

SECTION 2 - REGULATIONS, CONT'D.**2.14 Customer Responsibility****A. Cancellation by Customer**

Customers may cancel service verbally or in writing. The company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

SECTION 2 - REGULATIONS, CONT'D.**2.15 Service Connections and Equipment on Customer's Premises**

- 2.15.1** The Customer or Authorized User shall allow the Company continuous access and right-of-way to the premises of the Customer or Authorized User to the extent reasonably determined by the Company to be appropriate to the provision and maintenance of services and equipment relating to this tariff.
- 2.15.2** The Company undertakes to use reasonable efforts to make available services to a Customer, on or before a particular date subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2.15.3** The Company undertakes to use reasonable efforts to maintain only the services and equipment that it furnishes to the Customer. The Customer or Authorized User may not, and may not permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the services or equipment installed by the Company, except upon the consent of the Company.
- 2.15.4** Title to all components of the service provided by the Company, including equipment on Customer's Premises or End-User's Premises, shall remain with the Company, unless otherwise specifically agreed with the Customer. The operating personnel, and the electric power consumed by such equipment on the premises of Customer shall be provided by and maintained at the expense of the Customer.
- 2.15.5** The Company shall not be responsible for the installation, operation, or maintenance of any communications equipment provided by the Customer or Authorized User, except as the Company determines is necessary for proper operation in connection with the Company's services and equipment. Where such equipment is connected to the services or equipment furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services and equipment offered under this tariff and to the maintenance and operation of such services and equipment; subject to this responsibility the Company shall not be responsible for the transmission or reception of signals by equipment provided by the Customer or Authorized User, or for the quality of, or defects in, such transmission or reception.

SECTION 2 - REGULATIONS, CONT'D.**2.15 Service Connections and Equipment on Customer's Premises, Cont'd.**

2.15.6 The Customer shall be responsible for the payment of service charges as set forth herein and for visits by the Company's agents or employees to the premises of the Customer or Authorized User when the service difficulty or trouble report results from the use of services and equipment by the Customer or Authorized User.

2.15.7 The Company is responsible for operating Company-provided equipment. In the event that Customer attempts to operate any Company-provided equipment, other than as authorized by the Company, without first obtaining the Company's approval, in addition to any other remedies of the Company for a breach by the Customer of the Customer's obligations hereunder, the Customer shall pay the Company for any damage to the Company-provided equipment caused or related to the Customer's improper operation of the Company-provided equipment upon receipt by the Customer of a Company invoice therefore. In no event shall the Company be liable to the Customer or any other person for interruption of the service or for any other loss, cost or damage caused or related to the Customer's improper use of Company-provided equipment.

2.15.8 The Customer agrees to allow the Company to remove all Company-provided equipment from Customer's premises:

- A. upon termination, interruption or suspension of the service in connection with which the equipment was used; and
- B. for repair, replacement or otherwise as the Company may determine is necessary or desirable.

At the time of such removal, such equipment shall be in the same condition as when delivered to Customer or installed in Customer's premises, normal wear and tear only excepted. The Customer shall reimburse the Company for any loss, cost, or damage beyond normal wear and tear. The Company shall have the right to obtain such reimbursement from the Customer deposit, if any.

SECTION 2 - REGULATIONS, CONT'D.**2.15 Service Connections and Equipment on Customer's Premises, Cont'd.**

- 2.15.9** The Customer or Authorized User is responsible for ensuring that any Customer-provided equipment connected to the Company's services and equipment is compatible with such Company services and equipment. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other persons. The Customer will submit to the Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be directly attached to the Company's services and equipment. The Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with the Company's services or equipment. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- 2.15.10** Any special interface equipment necessary to achieve compatibility between the services and equipment of the Company used for furnishing services or equipment of others shall be provided at the Customer's expense.

SECTION 2 - REGULATIONS, CONT'D.**2.16 Obligations of the Customer**

The Customer shall be responsible for:

- 2.16.1** The payment of all applicable charges as set forth in this tariff.
- 2.16.2** Damage or loss of the Company's services or equipment caused by the acts or omissions of the Customer or Authorized User, or the noncompliance by the Customer or Authorized User with these regulations, or by fire or theft or other casualty on the premises of the Customer or Authorized User, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 2.16.3** Providing as specified from time to time by the Company any needed personnel, equipment, space and power to operate Company services and equipment installed on the premises of the Customer or Authorized User and the level of power, heating and air conditioning necessary to maintain the proper environment on such premises;
- 2.16.4** Obtaining, maintaining, and otherwise having full responsibility for rights-of-way and conduit necessary for installation of equipment to provide service to the Customer or Authorized User from the cable building entrance or the property line of the land on which the structure in which the Customer's Premise or End-User's Premise is located to the applicable Premise. Any and all costs associated with the obtaining and maintaining of the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided service or equipment, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

SECTION 2 - REGULATIONS, CONT'D.**2.16 Obligations of the Customer, Cont'd.**

- 2.16.5** Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's services and equipment. The Customer may be required to install and maintain Company services and equipment within a hazardous area if, in the Company's opinion, injury to Company employees or property might result from installation or maintenance by the Company.
- 2.16.6** Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company services and equipment in any Customer or End-User Premise or the rights-of-way for which the Customer or Authorized User is responsible, and obtaining permission for Company agents or employees to enter the Customer or End-User Premise at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of service as stated herein, removing the services and equipment of the Company;
- 2.16.7** Making Company services and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes;
- 2.16.8** Keeping the Company's services and equipment located on the Customer's or End-User's Premise or rights-of way obtained by the Customer free and clear of any liens or encumbrances relating to the Customer's use of the Company's services or to the locations of such services and equipment.
- 2.16.9** Customer-provided equipment on the Customer or End-User Premises, the operating personnel there, and the electric power consumed by such equipment, shall be provided by and maintained at the expense of the Customer or Authorized User. Conformance of Customer-provided equipment with part 68 of the FCC Rules is the responsibility of the Customer.

SECTION 2 - REGULATIONS, CONT'D.

2.16 Obligations of the Customer, Cont'd.

2.16.10 The Customer or Authorized User is responsible for ensuring that Customer-provided equipment connected to Company services and equipment is compatible with such services and equipment. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons.

SECTION 2 - REGULATIONS, CONT'D.**2.17 Customer Liability for Unauthorized Use of the Network**

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

2.17.1 Customer Liability for Fraud and Unauthorized Use of the Network

.1 The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company PIN, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.

.2 A Company PIN is a unique identifier issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

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

.3 The Customer must give the Company written or oral notice that an unauthorized use of a Company PIN or an accepted credit card has occurred or may occur as a result of loss, and/or theft.

.4 The Customer is responsible for payment of all charges for services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

SECTION 2 - REGULATIONS, CONT'D.**2.18 Maintenance and Testing**

- 2.18.1** Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's services and equipment in satisfactory operating condition.
- 2.18.2** Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer or Authorized User is complying with the requirements set forth above for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring, in the connection of Customer-provided facilities and equipment to Company-provided services and equipment. 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 services, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take such action. 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 services, equipment, and personnel from harm.
- 2.18.3** As a reseller, the quality of service provided to the company's customers will be equal to that received from the company's underlying carrier.

2.19 Nonroutine Installation

At the Customer's request, installation and/or maintenance will be performed by the Company at additional charges for non-routine situations, including but not limited to, outside regular business hours or in hazardous locations. In such cases, charges based on the Company's customary charges for similar effort and materials will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.20 Contracts

Contracts will be used in special circumstances for Individual Case Basis ("ICB") service offerings. The terms and conditions of each contract offering are subject to the agreement of both the Customer and the Company. Any specific contract will be made available to similarly situated Customers in substantially similar circumstances. Contracts are available to any similarly situated Customer that places an order within 30 days of their effective date. ICB contracts are subject to Commission review.

SECTION 2 - REGULATIONS, CONT'D.**2.21 Allowances for Interruptions in Service**

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.20.1 for the part of the service that the interruption affects.

2.21.1 General

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

SECTION 2 - REGULATIONS, CONT'D.**2.21 Allowances for Interruptions in Service, Cont'd.****2.21.2 Limitations of Allowances**

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

- A.** Due to the negligence of or noncompliance with the provisions of this rate sheet by any person or entity other than the Company, including but not limited to the Customer;
- B.** Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C.** Due to circumstances or causes beyond the reasonable control of the Company;
- D.** During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E.** A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.20.3), or utilize another service provider;
- F.** During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G.** That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H.** That was not reported to the Company within thirty (30) days of the date that service was affected.

SECTION 2 - REGULATIONS, CONT'D.**2.21 Allowances for Interruptions in Service, Cont'd.****2.21.3 Use of Another Means of Communications**

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

2.21.4 Application of Credits for Interruptions in Service

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

SECTION 2 - REGULATIONS, CONT'D.**2.21 Allowances for Interruptions in Service, Cont'd.****2.21.4 Application of Credits for Interruptions in Service, Cont'd.****D. Interruptions of 24 Hours or Less**

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

E. Interruptions Over 24 Hours and Less Than 72 Hours

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

F. Interruptions Over 72 Hours

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

2.21.5 Cancellation For Service Interruption

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

SECTION 2 - REGULATIONS, CONT'D.**2.22 Toll Free Services**

- 2.22.1** The Company will make every effort to reserve toll free (i.e., A800/888") vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available.
- 2.22.2** The Company will participate in porting toll free numbers only when all charges incurred as a result of the toll free number have been paid.
- 2.22.3** Toll free numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor Customer requests for a change in Responsible Organization or toll free service provider for toll free numbers dedicated to the sole use of that single Customer.
- 2.22.4** If a Customer who has received a toll free number does not subscribe to toll free service within thirty (30) days, the Company reserves the right to make the assigned number available for use by another Customer.

2.23 Promotional Campaigns

The Company may conduct special promotions from time to time that waive a portion or all processing fees or installation fees. These promotions will be conducted in accordance with Florida Statutes and PSC rules and regulations.

SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES

3.1 General

Airespring will offer local exchange services including dial tone and local calling services, on a twenty-four hours a day, seven days a week basis.

Airespring's services will provide service to meet the following standards:

- 3.1.1** At least 95% of all calls will receive dial tone within three (3) seconds;
- 3.1.2** At least 97% of all calls offered to any trunk group will not encounter an all-trunks busy condition.
- 3.1.3** Call completion rate for intra-office calls, interoffice calls, extended area calls and intraLATA toll calls will be at least 95%.
- 3.1.4** Overall transmission losses within each inter-toll trunk group will not vary more than plus or minus two (2) db.

SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**3.2 Basic Local Service****3.2.1 Residential Flat Rate Service**

Residential Flat Rate Service provides residential subscribers a flat rate access line with unlimited calling to all access lines within the customer's local calling area.

Monthly recurring charge, per line: \$10.95

Nonrecurring connection charge:

| | |
|-----------------|---------|
| First Line | \$32.00 |
| Each add'l line | \$9.60 |

LATA wide calling available at an additional \$20.00

3.2.2 Residential Total Solutions

Residential Total Solutions provides residential subscribers a flat rate access line with unlimited calling to all access lines within the customer's local calling area and toll-free LATA wide calling within the subscriber's home LATA. This service includes unlimited numbers of compatible calling features as listed in Section 3.4.1.

SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**3.2 Basic Local Service (Cont'd.)****3.2.2 Residential Total Solutions (Cont'd.)**

Monthly recurring charge for Residential Total Solutions:

| | | |
|---|------------|----------|
| - | Per Line | \$27.95 |
| - | Per 2-line | \$52.95 |
| - | Per 3-line | \$77.95 |
| - | Per 4-line | \$102.95 |
| - | Per 5-line | \$127.95 |

Non recurring connection charge:

| | | |
|---|-----------------|---------|
| - | First Line | \$32.00 |
| - | Each add'l line | \$9.60 |

3.2.3 Business Line

Business line service provides touchtone capabilities. A one-time nonrecurring charge applies for installation of service. A flat-rate monthly recurring charge applies for each business line established. A rotary or hunting arrangement will allow completion of an incoming call to any of the lines in a group if there is a line in that group not in use at the time.

| | |
|--|---------|
| Monthly recurring charge, per line: | \$34.95 |
| Monthly charge for rotary or hunting, per line | \$10.42 |

Non recurring connection charge:

| | | |
|---|-----------------|---------|
| - | First Line | \$44.80 |
| - | Each add'l line | \$ 9.60 |

SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**3.2 Basic Local Service (Cont'd.)****3.2.4 Business Trunk**

Business trunk service provides touchtone capabilities. A one-time nonrecurring charge applies for installation of service. A flat-rate monthly recurring charge applies for each business trunk established.

A rotary or hunting arrangement is available with business trunk service for an additional monthly charge. A rotary or hunting arrangement will allow completion of an incoming call to any of the lines in a group if there is a line in that group not in use at the time.

Nonrecurring connection charge:

| | |
|---|---------|
| First trunk | \$75.00 |
| Each add'l trunk | \$12.00 |
| Monthly recurring charge, per trunk | \$49.47 |
| Monthly charge for rotary or hunting, per line: | \$10.42 |

SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**3.2 Basic Local Service (Cont'd.)****3.2.5 Business Total Solutions**

Total Solutions is offered as a business individual line service where facilities and equipment are available. This package consists of a line, calling features, listings, and rotary services. The calling features associated with this plan are listed below. For each line, the Total Solutions for business packages also provide the subscriber with an unlimited number of compatible calling features as listed in section 3.4.1. The calling features chosen may vary from line to line in multiple line packages.

Monthly recurring charge for Business Total Solutions:

| | | |
|---|------------|----------|
| - | Per line | \$42.95 |
| - | Per 2-line | \$69.95 |
| - | Per 3-line | \$99.95 |
| - | Per 4-line | \$129.95 |
| - | Per 5-line | \$159.95 |
| - | Per 6-line | \$189.95 |
| - | Per 7-line | \$219.95 |
| - | Per 8-line | \$249.95 |

Nonrecurring connection charge:

| | |
|-----------------|---------|
| First line | \$59.20 |
| Each add'l line | \$37.00 |

3.3 Directory Assistance

Customers may obtain assistance, for a charge, in determining a telephone number by dialing local directory assistance. A directory assistance charge applies for each telephone number requested from the Directory Assistance Operator. Pursuant to FPSC rules and regulations, the Company will not charge for directory assistance calls placed by handicapped customers.

Per request: \$0.35

SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**3.4 Custom Calling Features****3.4.1 Custom Calling Features**

Call Forward Busy Line
Call Forward Unanswered
Call Forward Don't Answer Ring Control
Call Forward Variable
Flexible Call Forwarding
Call Waiting Plus
Speed Calling 8
Speed Calling 30
Three Way Calling
Message Waiting Indicator – Audible
Message Waiting Indicator – Visual
Call Return
Call Block
Call Tracing
Repeat Dialing
Call Chosen
Preferred Call Forwarding
RingMaster I
RingMaster II
Remote Access Call Forwarding
Three Way Calling with Transfer
Caller ID Number Delivery
Enhanced Caller ID with Call Management, with Anonymous Call Refuse (ACR)
Enhanced Caller ID with Call Management, with ACR and Call Forwarding
Enhanced Caller ID Plus
Caller ID Name and Number Delivery with ACR
Caller ID Name and Number Delivery-Multiline Hunt Group
Surrogate Client Number
Flexible Call Forwarding with Audio Calling Name
Star 98 Access
Privacy Feature

Custom Calling Features are offered in addition to basic local service, on an optional basis and where technically feasible. A monthly and nonrecurring charge applies to each feature subscribed to by the Customer.

If multiple Custom Calling Features are added simultaneously, only one nonrecurring charge applies. If Custom Calling Features are requested when new service established, only the nonrecurring charges associated with the residential line or business line/trunk installation applies.

SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**3.4 Custom Calling Features (Cont'd)****3.4.1 Custom Calling Features (Cont'd)****3.4.1.1 Three Way Calling**

Three Way Calling permits an existing call to be held, and, by dialing, a second telephone call can be established and added to the connection. This service contemplates that normal transmission performance quality can not be guaranteed on call calls.

Monthly recurring charge

| | |
|--------------|--------|
| Business: | \$4.50 |
| Residential: | \$3.60 |

3.4.1.2 Call Forwarding Deluxe

Call Forwarding provides an arrangement for transferring incoming calls to another local service telephone number by dialing a code and the number of the service to which calls are to be transferred. In addition, calls may be transferred to a long distance message telecommunications point subject to the availability of the necessary facilities in the central office from which the calls are to be transferred. Call Forwarding shall not be used to extend calls on a planned and continuing basis to intentionally avoid payment in whole or in part, of message toll charges that would regularly be applicable between the station originating the call and the station to which the call is transferred.

Monthly recurring charge

| | |
|--------------|--------|
| Business: | \$4.50 |
| Residential: | \$2.70 |

3.4.1.3 Call Forwarding Busy Line

This feature provides for calls terminating to a subscriber's busy directory number to be forwarded to another telephone number on a premises other than the provisioned premises.

Monthly recurring charge

| | |
|--------------|--------|
| Business: | \$2.90 |
| Residential: | \$0.90 |

SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**3.4 Custom Calling Features (Cont'd)****3.4.1 Custom Calling Features (Cont'd)****3.4.1.4 Call Forwarding Unanswered**

This feature provides for calls terminating to a subscriber's idle directory number to be forwarded, after a customer preselected interval, to another telephone number.

Monthly recurring charge

| | |
|--------------|--------|
| Business: | \$2.90 |
| Residential: | \$0.90 |

3.4.1.5 Call Waiting Plus

This service allows a customer to control the treatment applied to incoming calls while the customer is off-hook on a call. Call Waiting Plus includes the functionality of the Call Waiting feature and provides several additional call disposition options.

Monthly recurring charge

| | |
|--------------|--------|
| Business: | \$2.90 |
| Residential: | \$0.90 |

3.4.1.6 Speed Calling (8 code)

Speed Calling provides for the calling of a seven or ten digit telephone number by dialing an abbreviated code. Up to eight (8) abbreviated codes are assignable.

Monthly recurring charge

| | |
|--------------|--------|
| Business: | \$2.70 |
| Residential: | \$1.80 |

3.4.1.7 Speed Calling (30 code)

Speed Calling provides for the calling of a seven or ten digit telephone number by dialing an abbreviated code. Up to thirty (30) abbreviated codes are assignable.

Monthly recurring charge

| | |
|--------------|--------|
| Business: | \$4.50 |
| Residential: | \$2.70 |

SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**3.4 Custom Calling Features (Cont'd)****3.4.1 Custom Calling Features (Cont'd)****3.4.1.8 Call Return**

This feature enables a customer to place a call to the telephone number associated with the most recent call received, whether or not the call was answered or the number is known. The customer can dial a code to request that the network place the call.

Monthly recurring charge

| | |
|--|--------|
| Business: | \$5.40 |
| Residential: | \$3.60 |
| Per Activation Charge: (non-subscription) | \$0.75 |

3.4.1.9 Repeat Dialing

Repeat Dialing, when activated, automatically redials the last number the customer attempted to call. If the called line is not busy, the call will be placed.

Monthly recurring charge

| | |
|--|--------|
| Business: | \$4.50 |
| Residential: | \$3.60 |
| Per Activation Charge: (non-subscription) | \$0.75 |

3.4.1.10 Call Number ID Blocker

This feature provides the customer the ability to prevent incoming calls from up to six (6) different numbers.

Monthly recurring charge

| | |
|--------------|--------|
| Business: | \$4.50 |
| Residential: | \$3.60 |

SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**3.4 Custom Calling Features (Cont'd)****3.4.1 Custom Calling Features (Cont'd)****3.4.1.11 Call Tracing**

Call Tracing enables to customer to initiate an automatic trace of the last call received.

Monthly recurring charge

| | |
|--------------|--------|
| Business: | \$4.50 |
| Residential: | \$3.60 |

| | |
|--|--------|
| Per successful trace (non-subscription) | \$3.50 |
|--|--------|

3.4.1.12 Caller ID Plus

This feature enables the customer to view on a display unit the calling party Directory Name and Directory Number (DN) on incoming telephone calls.

Monthly recurring charge

| | |
|--------------|--------|
| Business: | \$9.90 |
| Residential: | \$6.75 |

3.4.1.13 Annoyance Call

This feature allows customers to automatically reject incoming calls when the call originates from a telephone number which has invoked a blocking feature that prevents the delivery of their number to the called party. When Annoyance Call is activated on the customer's line and an incoming call marked private is received, the called party's telephone will not ring. The call will be routed to an announcement and subsequently terminated. The announcement informs the calling party that the person they are trying to reach will not accept calls as long as the calling number is not delivered.

Monthly recurring charge

| | |
|--------------|--------|
| Business: | \$3.60 |
| Residential: | \$2.70 |

SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**3.4 Custom Calling Features (Cont'd)****3.4.1 Custom Calling Features (Cont'd)****3.4.1.14 Call Chosen**

Call Chosen provides a distinctive ringing pattern to the subscribing customer for up to six (6) specific telephone numbers.

Monthly recurring charge

| | |
|--------------|--------|
| Business: | \$4.05 |
| Residential: | \$3.60 |

3.4.1.15 Smart Features Value Pack

Customer may select up to 30 custom calling features per line.

Monthly recurring charge

| | |
|--------------|---------|
| Business: | \$13.35 |
| Residential: | \$13.35 |

3.5 Operator Assisted Local Calls

Operator Assisted Local Calls are calls placed to a local calling area, areas that can be called on a flat rate basis, with the assistance of an operator. An operator surcharge applies to each operator assisted call.

| | |
|---|--------|
| Station to Station Calling/Credit Card, per call: | \$0.75 |
| Station to Station Collect, Third Number, per call: | \$1.52 |
| Person to Person, per call: | \$2.98 |

If the operator dials the terminating number, the following per call charge applies in addition to the operator surcharges.

| | |
|------------------|--------|
| Per Call Charge: | \$0.60 |
|------------------|--------|

SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**3.6 Verification and Emergency Interrupt Service**

Verification and Emergency Interrupt Service is furnished where and to the extent that facilities permit. The customer shall indemnify and save Company harmless against all claims that may arise from either party to the interrupted call or any person.

Verification Service is provided for the purpose of aiding subscribers with legitimate call completion problems. Upon request the operator will verify and provide the line status condition of a local subscriber line. A subscriber originated request for verification of a local number other than an emergency agency number is a chargeable verification request if Customer determines that the line is in use. No charge applies if the line is out of order.

Verification, each request: \$2.50

Emergency Interrupt Service is provided when a subscriber has originated a verification request to a line which has been found in a busy talking state informs the operator that an urgent or emergency situation exists and requests that the operator have the busy line cleared. A subscribed originated request for Emergency Interrupt to a local number other than an emergency agency is a chargeable Interrupt request.

Emergency Interrupt, each request: \$5.00

SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**3.7 Service Order Charge**

A service order charge will apply when a customer requests a change to an existing account, such as, adding or deleting custom calling features:

Each request: \$10.00

3.8 Reconnection Charge

A reconnection charge will apply when a customer's service has been suspended for non-payment.

Each request: \$23.00

3.9 Duplicate Bill Charges

A duplicate bill charge will be applied upon a customer's request for duplicate copies of the telephone bill(s) in accordance with charges specified below. A charge will not be applied for non-receipt of the customer's bill, customer's bill is not received due to company error or when the customer requests a copy of the current bill, or the customer is programmed to receive additional copies of their bills each month.

| | <u>Residence</u> | <u>Business</u> |
|------------------|------------------|-----------------|
| Per copy of bill | \$5.00 | \$7.00 |

3.10 Temporary Suspension of Service

Upon request, a subscriber to residence or business service may arrange for the temporary suspension of existing service of a Total Solution Package(s). The suspension may not be for less than 30 days or more than 4 months within any 12 month period. A discount of 20% will be applied for temporary discount of Total Solution Service. There will be a \$10 service ordering charge to suspend the account, but no charge is required to restore the service. After four months of maintaining suspension status, the account will automatically return to regular billing. The credit is in one lump sum when the service is restored. Taxes and fees are not eligible for discount.

SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**3.11 E-Billing**

E-Billing is available to customers that select to receive their bills electronically over the internet. Customers may return to paper billing at anytime. Subscribers that select E-Billing for at least 12 consecutive months are entitled to a maximum credit of \$1.00 (rebate) per E-bill submitted. Multiple E-Bills submitted to separate accounts will not be considered or counted together for purposes of determining the 12 consecutive month period. The 12 consecutive month period will commence on the day enrolled online and shall continue uninterrupted, for 12 successive months totaling 365 days. The period will terminate on the day immediately prior to the next succeeding anniversary of the Commencement Date (termination date). All rebates shall be credited at the end of the termination date.

3.12 Conversion Online

If a customer converts to Airespring online from BellSouth, the customer is entitled to \$5.00 off their first bill.

3.13 Online Account Management

Customers may make changes to their existing account online, and the \$10 service order charge (change order service fee) will be waived.

SECTION 3.0 - BASIC SERVICE DESCRIPTION AND RATES, (CONT'D.)

3.14 Analog Integrated T-1 Service

Analog Integrated T-1 Service combines local and long distance telephone service. This service also provides the user with local and IntraLATA calling packages, optional calling features and various non-regulated services.

This service includes 1,000 minutes of local calling usage per line. Local service calls over the 1,000 included minutes will be billed at \$0.01 per minute. Optional intraLATA and interLATA long distance service is also available through rates provided in the Company's Florida Long Distance Tariff.

Local calls are billed in one (1) minute increments, long distance calls are billed an initial eighteen (18) seconds and six (6) seconds thereafter. All services require a minimum of a Two (2) Year Term Agreement. Cancellation of Term Agreement prior to the end of the term will result in early cancellation penalties being applied.

3.14.1 Terms and Conditions

- A. Integrated T-1 service is provided by dedicated T-1 circuits and includes up to 24 voice channels.
- B. Voice traffic takes priority over data traffic in mixed usage situations.
- C. All calls originated on these circuits must be completed and billed to the customer by the Company.
- D. Installation Fee includes installing the circuit and the connecting/testing of the the Company's supplied hardware. Company provided equipment must be returned at the end of the term agreement. Additional penalties will be assessed for non-returned or damaged equipment.

(N)

(N)

SECTION 3.0 - BASIC SERVICE DESCRIPTION AND RATES, (CONT'D.)

3.14 Analog Integrated T-1 Service, (Cont'd.)

(N)

3.14.2 Rates

A. Complimentary Features – no charge

- | | |
|-----------------------------------|--------------------------|
| Advanced Call Forwarding | Anonymous Call Rejection |
| Call Forwarding | Call Return |
| Call Transfer | Call Waiting |
| Caller Block | Caller ID |
| Caller ID Blocking | Do Not Disturb |
| Fined Me / Follow Me | Hunting |
| Message Waiting Audible Indicator | Repeat Dialing |
| Three Way Calling | Toll Blocking |

B. Installation Fees

Installation Fee 2 Year Term \$250.00

C. Monthly Service Fee (includes up to 24 voice channels)

| Initial Pricing Tier | Zone 1 | | Zone 2 | |
|----------------------|---------|-------------|---------|-------------|
| | Monthly | 2 Year Term | Monthly | 2 Year Term |
| 1.5 Mbps | N/A | \$220 | N/A | \$260 |
| 3.0 Mbps | N/A | \$460 | N/A | \$500 |
| 4.5 Mbps | N/A | \$630 | N/A | \$670 |

- Each Additional Service Line - The rates below apply in addition to the Tiered Pricing provided above in Section 3.14.2.C. Additional Service Lines cannot be ordered on a stand-alone basis but must be ordered in conjunction with the services provided above.

| Pricing Tier | Zone 1 | Zone 2 |
|--------------|-------------|-------------|
| | 2 Year Term | 2 Year Term |
| 1.5 Mbps | \$10 | \$20 |
| 3.0 Mbps | \$10 | \$20 |
| 4.5 Mbps | \$10 | \$20 |

(N)

SECTION 3.0 - BASIC SERVICE DESCRIPTION AND RATES, (CONT'D.)

3.15 Local Integrated T-1/PRI Service

(N)

Local Integrated T-1/PRI Service combines local and long distance telephone service. This service also provides the user with local and IntraLATA calling packages, optional calling features and various non-regulated services.

This service includes 1,000 minutes of local calling usage per line. Local service calls over the 1,000 included minutes will be billed at \$0.01 per minute. Optional intraLATA and interLATA long distance service is also available through rates provided in the Company's Florida Long Distance Tariff.

Local calls are billed in one (1) minute increments, long distance calls are billed an initial eighteen (18) seconds and six (6) seconds thereafter. All services require a minimum of a Two (2) Year Term Agreement. Cancellation of Term Agreement prior to the end of the term will result in early cancellation penalties being applied.

3.15.1 Terms and Conditions

- A. Integrated T-1/PRI Service is provided by dedicated T-1 circuits and includes up to 24 voice channels.
- B. Voice traffic takes priority over data traffic in mixed usage situations.
- C. All calls originated on these circuits must be completed and billed to the customer by the Company.
- D. Installation Fee includes installing the circuit and the connecting/testing of the the Company's supplied hardware. Company provided equipment must be returned at the end of the term agreement. Additional penalties will be assessed for non-returned or damaged equipment.

(N)

SECTION 3.0 - BASIC SERVICE DESCRIPTION AND RATES, (CONT'D.)

3.15 Local Integrated T-1/PRI Service, (Cont'd.)

(N)

3.15.2 Rates

A. Complimentary Features – no charge

- | | |
|-----------------------------------|--------------------------|
| Advanced Call Forwarding | Anonymous Call Rejection |
| Call Forwarding | Call Return |
| Call Transfer | Call Waiting |
| Caller Block | Caller ID |
| Caller ID Blocking | Do Not Disturb |
| Fined Me / Follow Me | Hunting |
| Message Waiting Audible Indicator | Repeat Dialing |
| Three Way Calling | Toll Blocking |

B. Installation Fees

Installation Fee 2 Year Term \$250.00

C. Monthly Service Fee (includes up to 24 voice channels)

| Pricing Tier | Zone 1 | | Zone 2 | |
|--------------|---------|-------------|---------|-------------|
| | Monthly | 2 Year Term | Monthly | 2 Year Term |
| 1.5 Mbps | N/A | \$240 | N/A | \$445 |
| 3.0 Mbps | N/A | \$525 | N/A | \$730 |
| 4.5 Mbps | N/A | \$725 | N/A | \$930 |

1. Each Additional Service Line - The rates below apply in addition to the Tiered Pricing provided above in Section 3.15.2.C. Additional Service Lines cannot be ordered on a stand-alone basis but must be ordered in conjunction with the services provided above.

| Pricing Tier | Zone 1 | Zone 2 |
|--------------|-------------|-------------|
| | 2 Year Term | 2 Year Term |
| 1.5 Mbps | \$10 | \$20 |
| 3.0 Mbps | \$10 | \$20 |
| 4.5 Mbps | \$10 | \$20 |

(N)

SECTION 3.0 - BASIC SERVICE DESCRIPTION AND RATES, (CONT'D.)

3.16 Local SIP Trunking Service

(N)

Local SIP Trunking Service combines local and long distance telephone service. This service also provides the user with local and IntraLATA calling packages, optional calling features and various non-regulated services. Customer must have SIP enabled equipment to utilize this Local SIP Trunking Service option.

Local calls are billed in one (1) minute increments, long distance calls are billed an initial eighteen (18) seconds and six (6) seconds thereafter. All services require a minimum of a Two (2) Year Term Agreement. Cancellation of Term Agreement prior to the end of the term will result in early cancellation penalties being applied.

3.16.1 Terms and Conditions

- A. Integrated T-1 service is provided by dedicated T-1 circuits and includes up to 24 voice channels.
- B. Voice traffic takes priority over data traffic in mixed usage situations.
- C. All calls originated on these circuits must be completed and billed to the customer by the Company.
- D. Installation Fee includes installing the circuit and the connecting/testing of the the Company's supplied hardware. Company provided equipment must be returned at the end of the term agreement. Additional penalties will be assessed for non-returned or damaged equipment.

3.16.2 Rates

A. Complimentary Features – no charge

| | |
|-----------------------------------|--------------------------|
| Advanced Call Forwarding | Anonymous Call Rejection |
| Call Forwarding | Call Return |
| Call Transfer | Call Waiting |
| Caller Block | Caller ID |
| Caller ID Blocking | Do Not Disturb |
| Fined Me / Follow Me | Hunting |
| Message Waiting Audible Indicator | Repeat Dialing |
| Three Way Calling | Toll Blocking |

(N)

SECTION 3.0 - BASIC SERVICE DESCRIPTION AND RATES, (CONT'D.)

3.16 Local SIP Trunking Service, (Cont'd.)

3.16.2 Rates, (Cont'd.)

B. Installation Fees

Installation Fee 2 Year Term \$250.00

C. Monthly Service Fee (includes up to 24 voice channels)

| Pricing Tier | Zone 1 | | Zone 2 | |
|--------------|---------|-------------|---------|-------------|
| | Monthly | 2 Year Term | Monthly | 2 Year Term |
| 1.5 Mbps | N/A | \$199 | N/A | \$199 |
| 3.0 Mbps | N/A | \$379 | N/A | \$379 |
| 4.5 Mbps | N/A | \$549 | N/A | \$549 |
| 6.0 Mbps | N/A | \$689 | N/A | \$689 |
| 7.5 Mbps | N/A | \$969 | N/A | \$969 |
| 9.0 Mbps | N/A | \$1,110 | N/A | \$1,110 |
| 10.5 Mbps | N/A | \$1,229 | N/A | \$1,229 |
| 12.0 Mbps | N/A | \$1,399 | N/A | \$1,399 |

(N)

(N)

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SECTION 3.0 - BASIC SERVICE DESCRIPTION AND RATES, (CONT'D.)

3.16 Local SIP Trunking Service, (Cont'd.)

3.16.2 Rates, (Cont'd.)

C. Monthly Service Fee (includes up to 24 voice channels), (Cont'd.)

1. Each Additional Service Line - The rates below apply in addition to the Tiered Pricing provided above in Section 3.16.2.C. Additional Service Lines cannot be ordered on a stand-alone basis but must be ordered in conjunction with the services provided above.

| Pricing Tier | Zone 1 | Zone 2 |
|--------------|-------------|-------------|
| | 2 Year Term | 2 Year Term |
| All | \$10 | \$20 |

D. DID Service Options

| Blocks | Base Zone | | Additional Rate Ctr. | |
|---------|-----------|---------|----------------------|---------|
| | NRC | Monthly | NRC | Monthly |
| 20 DIDs | \$50 | \$25 | \$50 | \$25 |
| 50 DIDs | \$125 | \$50 | \$125 | \$50 |
| 10 DIDs | \$250 | \$100 | \$250 | \$100 |

(N)

(N)