

TITLE PAGE

FLORIDA TELECOMMUNICATIONS PRICE LIST

This price list contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for alternative local exchange telecommunications services provided by Midwestern Telecommunications, Inc., 4749 Lincoln Mall Drive, Suite 600, Matteson, IL 60443. This price list applies for services furnished within the State of Florida. This price list is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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CHECK SHEET

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

<u>SHEET</u>	<u>REVISION</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original

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4749 Lincoln Mall Dr.
Suite 600
Matteson, IL 60443

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this Price List for the purpose indicated below:

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

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PRICE LIST FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the upper-right corner of the sheet. 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 the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the third revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their Price List approval process, the most current sheet number on file with the Commission is not always the Price List page 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 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 Sheets** - When a Price List filing is made with the Commission, an updated check sheet accompanies the Price List filing. The check sheet lists the 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 sheet on file with the Commission.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Carrier – Midwestern Telecommunications, Inc., unless the context indicates otherwise.

Commission - Florida Public Service Commission, unless context indicates otherwise.

Company –Midwestern Telecommunications, Inc., unless the context indicates otherwise.

Customer – The person or entity which orders services from the Company, prepays the Company for use of its services, and is responsible for the payment of charges and for compliance with the Company’s Price List regulations.

Service or Services - The services covered by this Price List shall include only the State of Florida.

User – A Customer or any other person authorized or unauthorized by the Customer to use Services provided under this Price List at Customer’s residence or other location.

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SECTION 2 - RULES AND REGULATIONS2.1 UNDERTAKING OF CARRIER

Carrier is a common carrier providing intrastate communications services to customers for their direct transmission and reception of voice, data, and other types of telecommunications. This Price List sets forth the service offering, rates, terms and conditions applicable to the furnishing of local exchange telecommunications services to customers within the State of Florida. Service is available on a full-time basis, 24 hours a day, seven days a week, throughout the State of Florida.

2.2 APPLICATION FOR SERVICE

Customers desiring to obtain service from Company must complete the Company's standard service order form(s).

2.3 NOTICE

Notice shall be deemed properly given if delivered in person or when deposited with the U.S. Postal Service.

2.4 PAYMENT

The Customer is responsible for the payment of all charges for facilities and services furnished to the Customer or to authorized or joint users.

2.5 LIMITATIONS OF SERVICE

- 2.5.1 Carrier offers service to all those who desire to purchase service from Carrier consistent with all provisions of this Price List. Customers interested in Carrier's services shall file a service application with the Carrier which fully identifies the Customer and identifies the services required.
- 2.5.2 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Price List. Carrier reserves the right not to provide service to or from a location where the necessary facilities or equipment are not available.
- 2.5.3 Carrier reserves the right to discontinue furnishing service, upon a written notice, when necessitated by conditions beyond its control, or when Customer is using the service in violation of any provision in this Price List, the rules and regulations of the Commission, or in violation of the law.
- 2.5.4 Title to all facilities provided by Carrier under these regulations remains with Carrier. Prior written permission from Carrier is required before any assignment or transfer. All regulations and conditions contained in this Price List shall apply to all such permitted assignees or transferees, as well as all conditions for service.

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2.6 USE OF SERVICE

Service may not be used for any unlawful purposes or for any purpose for which any payment or other compensation is received by Customer, except when Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between Customer, authorized user, or joint user to share the cost of the service, as long as the arrangement generates no profit for any participant in the arrangement.

2.7 LIABILITY

2.7.1 The liability, if any, of the Company arising out of or in any way connected with any defect, error, omission, delay, interruption, suspension or other failure in connection with furnishing service or facilities shall, unless otherwise provided in the schedules, be in an amount not in excess of the charge for the service or facility involved for the period during which the defect, error, omission, delay interruption, suspension or other failure continues.

2.7.2 The Carrier shall not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the lines of the Company and its connecting companies in view of the possibility of errors and the impossibility of fairly fixing the cause.

2.8 INTERRUPTION OF SERVICE

2.8.1 Credit allowance for interruption of service which is not due to the negligence of Customer or to the failure of channels, equipment, and/or communications systems provided by Customer and other carriers are subject to the general liability provisions set forth in Section 2.7 herein. It shall be the obligation of Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not being caused by action or omission of Customer within its control, or is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's terminal.

2.9 RESPONSIBILITY OF CUSTOMER

2.9.1 Customers assume general responsibilities in connection with the provisions and use of Carrier's service. When facilities, equipment, and/or communications systems provided by others are connected to Carrier's facilities, Customer assumes additional responsibilities. Customers are responsible for the following:

- A. Customer is responsible for placing orders for service, paying all charges for service rendered by Carrier, and complying with all of Carrier's regulations governing the service. Customer is also responsible for assuring that its users comply with Commission regulations.
- B. Customer may not have any long distance charges (including calling card charges) billed to their home telephone number. Customer is responsible for the payment of any long distance or toll charges (e.g., 800, 900, or 976) billed to Customer's telephone number. A \$5.00 penalty will be assessed for each long distance call billing.

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- C. When placing an order for service, Customer must provide:
1. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
 2. the name(s), telephone number(s), and address(es) of Customer-contact person(s).
- D. Customer must pay Carrier for the replacement or repair of Carrier's equipment when the damage results from:
1. the negligence or willful act of Customer or user;
 2. improper use of service; or
 3. any use of equipment or service provided by others.

2.9.2 Availability of Service for Maintenance, Testing, and Adjustment

Upon reasonable notice, the facilities provided by Carrier shall be made available to Carrier for such tests and adjustments as may be necessary to maintain them in a satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.9.3 Credit Allowances

Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for, by Carrier.

- A. Credit allowances for failure of service or equipment starts when Customer notifies Carrier of the failure or then Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.
- B. Customer shall notify Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by customer provided facilities, any act, or omission of Customer or in wiring or equipment connected to the terminal.
- C. Only those portions of the service or equipment disabled will be credited. No credit allowances will be made for:
1. interruptions of service resulting from Carrier performing routine maintenance;
 2. interruptions of service for implementation of a customer order for a change in the service.
 3. interruptions caused by negligence of Customer or his authorized user; or
 4. interruptions of service because of the failure of service or equipment provided by Customer, authorized user, or other carriers.

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2.9.4 Cancellation by Customer

- A. Customer may cancel service any time after meeting the minimum service period of one month.
- B. If Customer orders service requiring special facilities dedicated to Customer's use and then cancels the order before the service begins, before completion of the minimum service period, or before completion of some other period mutually agreed upon by Customer and Carrier, a charge will be made to Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of Customer by Carrier and not fully reimbursed by installation and monthly charges. If, based on the order, any construction has either begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be borne by Customer. Such charge will be determined on a case-by-case basis.

2.9.5 Payment and Charges for Service

- A. Charges for service are applied on recurring and nonrecurring bases. Service is billed on a monthly basis. Service continues to be provided until canceled by Customer or by the Company in accordance with provisions of this Price List. Payments will be due upon receipt of the statement. Payments shall be considered delinquent if not paid within ten (10) days after a bill is rendered to Customer. Additionally, a non-recurring 1.5 percent per month penalty fee (unless a lower rate is prescribed by law in which event at the highest rate allowable by law) will accrue on any unpaid amount after the Customer's account becomes delinquent.
- B. The Customer is responsible for payment of all charges for service furnished to the Customer, including, but not limited to all calls originated and/or received at the Customer's number(s); billed to Customer's number(s) via third-party billing; incurred at the specific request of Customer; or placed using a calling card issued to Customer. The initial billing may include the account set-up charge where applicable. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance. In the event of nonpayment of charges, Customer must reimburse Carrier for all costs, including attorneys' fees, for the collection of any unpaid amounts.
- C. For existing Customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Customers may pay for service by credit card or an authorized payment agent.
- E. A charge of thirty-five Dollars (\$35.00) or the applicable statutory charge for reconnection of service (if any), whichever is greater, will apply whenever a subscriber requests to be reconnected to the services after the Company has terminated services to subscriber for any reason allowed by this Price List.

2.9.6 Application of Charges

The charges for service are those in effect for the period that service is furnished. If the charge for a service covered by a bill changes after the bill has been rendered, the bill will be adjusted to reflect the new charges.

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2.10 TAXES

Customer will be billed and is responsible for payment of applicable local, state, and federal taxes, including federal subscriber line charges, assessed in conjunction with service used.

2.11 RESPONSIBILITY OF CARRIER2.11.1 Calculation of Credit Allowance

Pursuant to limitations set forth in Section 2.8, when service is interrupted the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than two hours.
- B. Customer shall be credited for an interruption of two hours or more for as long as the interruption continues.
- C. When a minimum usage charge is applicable and Customer fails to meet the minimum usage charge because of a service interruption, a credit shall be applied against that minimum usage charge in the following manner. For each period of two hours that the interruption continues the credit shall equal 1/360th of the monthly minimum charge. Note: in this instance a fractional period of more than one hour shall be treated as a two hour period.
- D. If notice of a dispute as to charges is not received in writing by Carrier within 30 days after billing is received by the Customer, the invoice shall be considered correct and binding on the Customer, unless extraordinary circumstances are demonstrated.

2.11.2 Cancellation of Credit

Where Carrier cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to Customer or applied against the balance remaining on Customer's account.

2.11.3 Disconnection of Service by Carrier

Carrier may discontinue service or cancel service without incurring any liability for any of the following reasons:

- A. After ten days written notices, in the event of a violation of any regulation governing the service under this Price List;
- B. Without notice, in the event of a violation of any law, rule, or regulation of any government authority having jurisdiction over the service;
- C. Without notice in the event Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction; or
- D. In the event of fraudulent use of Carrier's network, Carrier will discontinue service and/or seek legal recourse to recover all costs involved in enforcement of this provision.

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2.11.4 Fractional Charges

Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period after service is furnished. Divide that number of days by 30 days (billing period). The result is then multiplied by the applicable monthly service charge to arrive at the appropriate fractional monthly service charge.

2.12 RESTORATION OF SERVICE

The use and restoration of service in emergencies shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.13 START OF BILLING

For billing purposes, the start of service is the day following acceptance by Customer of Carrier's service or equipment. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by Carrier of notification of cancellation as described in Section 2.9 of this Price List.

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SECTION 3 - SERVICE DESCRIPTIONS3.1 PREPAID BASIC LOCAL SERVICE

Basic local service is a service which is available for access by residential and business subscribers on a full time basis. It consists of dial tone, Call Waiting, and access for unlimited local calls and 911 calls. Service is available 24 hours a day, seven days a week at a flat rate. The Service also provides access to telecommunications relay services. The Service does not include long distance service or other toll services, including operator services. Carrier blocks 900, 976, and 700 or informational service numbers to all Customers.

3.1.1 One-time Activation Fee \$20.00

3.1.2 Recurring Charge \$39.95/month

3.1.3 Service Reconnection Fee

Charge for restoral of service after disconnection or for initiation of service subsequent to a customer location move.

Charge: \$20.00

3.1.4 Optional Feature Addition Charge

Per request charge for addition of an optional feature or features subsequent to initiation of basic service.

Charge per feature: \$15.00

3.1.5 Transfer Fee

Charge for initiation of service subsequent to a customer location move.

Charge: \$50.00

3.2 EMERGENCY SERVICES (911)

Allows Customers to reach appropriate emergency services including police, fire and medical services. Emergency 911 service has the ability to selectively route an emergency call to the primary 911 provider so that it reaches the correct emergency service located closest to the caller. In addition, Customer's address and telephone information will be provided to the primary 911 provider for display at the Public Service Answering Point (PSAP).

3.3 TELECOMMUNICATIONS RELAY SERVICE

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

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above discounts apply only to time-sensitive elements of a charge for a call. In case of a Price List which includes either a discount based on the number of minutes or the purchase of minutes in blocks, the discount should be calculated by discounting the minutes of relay use before the Price List is applied.

3.4 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 Basis (ICB), taking into account such factors as the nature of the facilities and services, the costs of construction 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 Arrangement rates or charges will be made available to similarly-situated Customers on comparable terms and conditions. Upon reasonable request, Carrier will make the terms of these contracts available to the Commission and its staff for review on a confidential and proprietary basis.

3.5 SPECIAL PROMOTIONAL OFFERINGS

Carrier may from time to time engage in Special Promotional Offerings or Trial Service Offerings limited to certain dates, times, or location designed to attract new customers or increase Customer usage. In all such cases, the rates charged will not exceed those specified herein. Carrier will notify the Commission of such Special Promotional Offerings or Trial Service Offerings by letter that states the specific Price List charges, describes the customers who would be eligible for the decrease, the conditions under which customers would be eligible for and receive a decrease, and the beginning and ending dates of the reduction.

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SECTION 4 – MISCELLANEOUS SERVICES AND RATES4.1 OPTIONAL SERVICES4.1.1 CALLER ID

Allows Customer to know the identity of the caller before Customer answers the telephone. The Caller ID box is not included in the rate for monthly service fee.

4.1.2 CALL WAITING

Allows Customer to be notified of an incoming call while Customer is having a conversation with another party.

4.1.3 CALL RETURN

The Subscriber may return the last call to Customer's telephone number by dialing a one or two-digit code.

4.1.4 CALL FORWARDING

Allows calls to automatically ring to another phone number.

4.1.5 THREE WAY CALLING

Allows Customers to add a third party to a conversation.

4.1.6 SPEED DIAL

The Subscriber may call pre-selected, pre-programmed telephone numbers by dialing a one or two-digit code.

4.1.7 DIRECTORY LISTINGS

4.1.7.A. Carrier shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in Customer's exchange area of the station number which is designated as Customer's main billing number.

4.1.7.B. Carrier reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of Customer is not impaired thereby. Where more than one line is required to properly list Customer, no additional charge is made.

In order for listings to appear in an upcoming directory, Customer must furnish the listing to Carrier in time to meet the directory publishing schedule.

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4.1.8 Directory listings are provided in connection with each Customer service as specified herein.

4.2 MISCELLANEOUS SERVICE RATES AND CHARGES

	<u>Monthly</u>	<u>One-Time Activation Fee</u>
Call Return	\$4.00	N/C
Call Forwarding	\$4.00	N/C
Call Waiting	N/C	N/C
Caller ID	\$5.00	N/C
Non-published Number	\$2.50	N/C
Three-way calling	\$4.00	N/C
Speed Dial	\$4.00	N/C
Directory listing	\$4.00	N/C
All Options	\$10.00	N/C

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