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May 21, 1993

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C/... MAY 21 1993

Florida Public Service Commission
Division of Communications, Room G-50
101 East Gaines Street
Tallahassee, Florida 32399-0850

Dear Sir/Madam:

Enclosed are an original and twelve (12) copies of an application for original authority to perform as an interexchange carrier within the state of FLORIDA.

The purpose of this filing is to provide the completed application as requested in FORM PSC/CMU 31 (11/91) as forwarded to me by Tom Williams of the Division of Communications. The necessary attachments to that application are also enclosed as are the \$250.00 application fee and the tariff in the specified format. Please contact me at your earliest convenience if you have questions or if any supplemental material is required.

Sincerely,

Marie G. Meneo

Marie G. Meneo
Vice President

enc.
PBL:lac

RECEIVED & FILED

Luc
PSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE
05685 MAY 25 8
PSC-BUREAU OF RECORDS

1. This is an application for (check one):
- Original Authority** (New company).
 - Approval of Transfer** (To another certificated company).
 - Approval of Assignment of existing certificate** (To a noncertificated company).
 - Approval for transfer of control** (To another certificated company).
2. Select what type of business your company will be conducting (check all that apply):
- Facilities based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
 - Operator Service Provider** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
 - Reseller** - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
 - Switchless rebiller** - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
 - Multi-Location Discount Aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers. Then offers the resold service by enrolling unaffiliated customers.

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

EQuality, Inc.

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

None

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

14 Signal Hill Road
Wallingford, Ct 06492

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

None at this time

7. Structure of organization;

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

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

DNA

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

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

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

(2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

9. If incorporated, please give:

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

Corporate charter number: F93000000275

- (b) Name and address of the company's Florida registered agent. The Prentice Hall Corporations Systems, Inc.
110 North Magnolia Street
Tallahassee, FL 32301
- (c) Provide proof of compliance with the fictitious name statute (Chapter 865.09 FS), if applicable.

DNA

Fictitious name registration number: _____

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

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

NO

(2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

NO

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

Marie Meneo
V.P. Administration
(a) The application; EQuality, Inc.
as above in #5

(203)265-4995

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

As above in 10(a)

(c) Tariff; SAME

(d) Complaints/Inquiries from customers; Jeff Stone
Manager Customer Service
(203)265-4995

11. List the states in which the applicant:

- (a) Has operated as an interexchange carrier.
New York, Michigan, New Jersey
- (b) Has applications pending to be certificated as an interexchange carrier.
Texas, Pennsylvania, Ohio
- (c) Is certificated to operate as an interexchange carrier.
New York, New Jersey
- (d) Has been denied authority to operate as an interexchange carrier and the circumstances involved.
NONE
- (e) Has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.
NONE
- (f) Has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.
NONE

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

- () Facilities. () Operators.
() Billing and Collection. () Sales.
() Maintenance.
() Other: NONE

13. Do you have a marketing program?

Direct Mail
Telemarketing
Franchising

14. Will your marketing program:
- Pay commissions?
 - Offer sales franchises?
 - Offer multi-level sales incentives?
 - Offer other sales incentives?
15. Explain any of the offers checked in question 13 (To whom, what amount, type of franchise, etc.).
 Telemarketing and Direct Mail: any small equal access Florida business
 Franchise: A sales franchise in one or more locations of Florida
16. Who will receive the bills for your service (Check all that apply)?
- Residential customers.
 - Business customers.
 - PATS providers.
 - PATS station end-users.
 - Hotels & motels.
 - Hotel & motel guests.
 - Universities.
 - Univ. dormitory residents.
 - Other: (specify) _____
17. Please provide the following (if applicable):
- (a) Will the name of your company appear on the bill for your services, and if not who will the billed party contact to ask questions about the bill (provide name and phone number) and how is this information provided?
- YES
- (b) Name and address of the firm who will bill for your service.
- Profitec, Inc.
 P.O. Box 4519
 Yalesville Station
 Wallingford, CT 06492
18. Please submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 (example enclosed).

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

MTS with distance sensitive per minute rates

Method of access is FGA

Method of access is FGB

Method of access is FGD

Method of access is 800

MTS with route specific rates per minute

Method of access is FGA

Method of access is FGB

Method of access is FGD

Method of access is 800

MTS with statewide flat rates per minute (i.e. not distance sensitive)

Method of access is FGA

Method of access is FGB

Method of access is FGD

Method of access is 800

MTS for pay telephone service providers

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

800 Service (Toll free)

WATS type service (Bulk or volume discount)

Method of access is via dedicated facilities

Method of access is via switched facilities

Private Line services (Channel Services)

(For ex. 1.544 mbs., DS-3, etc.)

Travel Service

Method of access is 950

Method of access is 800

900 service

- Operator Services**
 Available to presubscribed customers
 Available to non presubscribed customers (for example to patrons of hotels, students in universities, patients in hospitals.
 Available to inmates

Services included are:

- Station assistance
 Person to Person assistance
 Directory assistance
 Operator verify and interrupt
 Conference Calling

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

(LEC Dialtone)
1-(NPA-)NNX-XXXX

21. Other:

**** APPLICANT ACKNOWLEDGEMENT STATEMENT ****

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** A non-refundable application fee of \$250.00 must be submitted with the application.
5. **LEC BYPASS RESTRICTIONS:** I acknowledge the Commission's policy that interexchange carriers shall not construct facilities to bypass the LECs without first demonstrating to the Commission that the LEC cannot offer the needed facilities at a competitive price and in a timely manner.
6. **RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange telephone service.
7. **ACCURACY OF APPLICATION:** By my signature below, I attest to the accuracy of the information contained in this application and associated attachments.

Richard Minervino, Sr.
Richard Minervino, Sr.
Typed name and signature of owner
or chief officer.

5/20/93
Date

ATTACHMENTS:

- A - CERTIFICATE TRANSFER STATEMENT
 - B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
 - C - INTRASTATE NETWORK
 - D - FLORIDA TELEPHONE EXCHANGES
AND EAS ROUTES
 - E - GLOSSARY
- FORM PSC/CMU 31 (11/91)

**** APPENDIX A ****

CERTIFICATE TRANSFER STATEMENT

I, (TYPED NAME) DNA(New Authority Solicited) _____,
current holder of certificate number _____, have
reviewed this application and join in the petitioner's request.

Signature of owner or chief
officer of the certificate
holder

Title

Date

**** APPENDIX B ****

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

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

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

Richard Minervino Sr.
Richard Minervino, Sr.

Typed name and signature of
Owner or Chief officer

President
Title

5/20/93
Date

**** APPENDIX C ****

INTRASTATE NETWORK

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

1) 2)

DNA

3) 4)

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

1) 2)

DNA

3) 4)

3. **TRANSMISSION FACILITIES:** Pop-to-Pop facilities by type of facilities (microwave, fiber, copper, satellite, etc.) and indicate if owned or leased.

1) POP-to-POP TYPE OWNERSHIP

DNA

2)

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

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

The Applicant will not offer service intra-EAEA.

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

- a) What services have been provided and when did these services begin?
- b) If the services are not currently offered, when were they discontinued?


Richard Minervino, Sr.
Typed name and signature or
Owner or Chief officer.

President

Title

5/20/93
Date

** APPENDIX D **

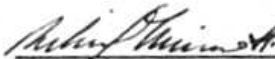
FLORIDA TELEPHONE EXCHANGES

AND

EAS ROUTES

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

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

 Richard Minervino, Sr.
Typed name and signature of
Owner/Chief Officer

President

Title

EQuality, Inc. will provide interchange resale services to all qualified customers throughout the state of Florida, wherever an equal access C.O. serving office vehicle exists. No initial marketing efforts have started and the timeframe for commencement of operations is still uncertain (pending PSC regulatory authority, etc.).

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by EQuality, INC., with principal offices at 14 Signal Hill Drive, Wallingford, CT 06492. This tariff applies for services furnished within the state of Florida. This tariff is on file with the Florida Utility Regulatory Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: March 31, 1993

Effective: _____

By: Marie Meneo, V.P.

EQuality, INC.
14 Signal Hill Road
Wallingford, CT 06492

CHECK SHEET

Sheets 1 through 18 inclusive of this tariff 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 tariff and are currently in effect as of the date on the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>
1	Original
1.1	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
17	Original
18	Original

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EQuality, INC.
14 Signal Hill Road
Wallingford, CT 06492

TABLE OF CONTENTS

Title Page	1
Check Sheet	1.1
Table of Contents	2
Symbols	3
Tariff Format	4
Section 1 - Technical Terms and Abbreviations	5
Section 2 - Rules and Regulations	7
Section 3 - Description of Service	15
Section 4 - Rates	17

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14 Signal Hill Road
Wallingford, CT 06492

SYMBOLS

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

- D- Delete and Discontinue
- I- Change Resulting In An
Increase to A Customer's Bill
- M- Moved From Another Tariff Location
- N- New
- R- Change Resulting In A
Reduction to A Customer's Bill
- T- Change In Text of Regulation
But No Change In Rate or Charge

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14 Signal Hill Road
Wallingford, CT 06492

TARIFF 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 tariff. 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 page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff 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:
- 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 tariff filing is made with the FPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages 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 page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with FPSC.

Issued: March 31, 1993

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EQuality, INC.
14 Signal Hill Road
Wallingford, CT 06492

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the customer's location to a primary carrier's network switching center.

Account Code - An unforced and unverified numerical code which the Customer's User may utilize as an option at additional Company charge to identify the Customer's client for billing purposes and/or to cost allocate calling charges.

Carrier - EQuality, Inc.

Company - EQuality, Inc.

Customer - The person, firm, corporation or other entity which orders and receives EQuality, INC.'s service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

Day - From 8:00 AM up to but not including 5:00 PM local time Monday through Friday.

Equal Access - The offering of the Customer's local telephone company which enables connection of the Subscriber's switched central office lines to the Primary Carrier network utilized by EQuality, INC.

Evening - From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

FLEXIBILLSM - EQuality, Inc.'s standard service offering to inter-exchange, switched, Equal Access customers.

FPSC - Florida Public Service Commission

Holidays - EQuality, Inc.'s recognized holidays are New Year's Day (January 1), President's Day (Feb.), Easter Sunday, Memorial Day, Independence Day (July 4), Labor Day (the first Monday in Sept.), Thanksgiving Day (the fourth Thursday in November) and Christmas (December 25). The holiday rate applicable is the night/weekend rate, applies for the entire day, and supersedes other rates.

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By: Marie Meneo, V.P.

EQuality, INC.
14 Signal Hill Road
Wallingford, CT 06492

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Continued)

LEC - Local exchange carrier, the fundamental (regulated) local (central office) telephone service provider to the Customer.

Night/Weekend - From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

Postalized - A pricing mechanism offering a flat rate (mileage non-sensitive) per minute.

Primary Carrier - The FCC-authorized and Florida FPSC-approved carrier over whose facilities EQuality, Inc.'s network calls are actually (physically) carried and/or their applicable agents, representatives, resellers, or other intermediaries.

Subscriber - The customer of EQuality, INC. The customer subscribes to the services of EQuality, INC. by completing an application for the Company's services and by being accepted as a customer of the Company.

User - The calling party utilizing the services of Carrier.

WATS - Wide Area Transmission Service, the generic term for discounted long distance business services.

Issued: March 31, 1993

Effective: _____

By: Marie Meneo, V.P.

EQuality, INC.
14 Signal Hill Road
Wallingford, CT 06492

SECTION 2 - RULES AND REGULATIONS**2.1 Application of Tariff**

2.1.1 This tariff contains the regulations and rates applicable to intrastate Equal Access interexchange services provided by Carrier for telecommunications between points within the State of Florida. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.

A. Carrier may, from time to time, offer various enhanced services and information services within the State of Florida. Unless required by the FPSC, such services will not be provided pursuant to contract and will not be governed by this tariff.

B. Carrier will not offer operator assistance services at this time. The Customer may procure those and other services (e.g. credit cards, incoming call programs, etc.) from the LEC and/or from other carriers or providers.

2.1.2. The rates and regulations contained in this tariff apply only to the interexchange services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier. All said lines, facilities, and services are separate and are exclusively the responsibility of the provider and the Customer.

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 to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

Issued: March 31, 1993

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EQuality, INC.
14 Signal Hill Road
Wallingford, CT 06492

SECTION 2 - RULES AND REGULATIONS (Continued)

- 2.2.3. The Customer's or other user's 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 or other access method is prohibited.
- 2.2.4. Carrier's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5. Carrier's service may be denied for nonpayment of charges or for other violations of this tariff.

2.3 Responsibility of the Carrier

- 2.3.1. The Carrier is responsible for processing the prospective Subscriber's application for service and, if the Carrier accepts that application, for working within its manageable limits to engage the Subscriber as a provisioned Customer of the Company. The Customer is responsible for any and all fraudulent usage and associated invoiced charges.

Carrier reserves the right to validate the creditworthiness of prospective Subscribers through bank and trade references and credit card payment history procedures.

- 2.3.2. The Carrier is responsible for the processing of call information supplied by the Primary Carrier and for the rendering of monthly invoices to the Customer and for payment of usage of the Primary Carrier's facilities.
- 2.3.3. The Carrier is responsible for providing responses to applicable questions posed by the Customer (Customer Service).
- 2.3.4. The Carrier is responsible to adhere to sound business practices and to the rules and regulations of this tariff, of the Florida FPSC, and of the Federal Communications Commission.

Issued: March 31, 1993

Effective: _____

By: Marie Meneo, V.P.

EQuality, INC.
14 Signal Hill Road
Wallingford, CT 06492

SECTION 2. RULES AND REGULATIONS (Continued)**2.4 Responsibilities of the Subscriber**

- 2.4.1 The Subscriber is responsible for placing any necessary orders with the Company as it may order them from the LEC, for complying with tariff regulations, and for assuring that users comply with tariff regulations. The Subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided to end users. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's numbers which are collect, third party, calling card, credit card calls, or any other charges billed to the Customer's account by any other entity (charges are passed through by the Carrier).
- 2.4.2. The Subscriber is responsible for charges incurred for special construction and/or special facilities which the Subscriber requests and which are ordered by Carrier on the Subscriber's behalf.
- 2.4.3. The Subscriber shall assume complete responsibility for the ordering and maintenance of LEC Equal Access central office lines and connections and shall hold Carrier harmless from any claims regarding same.
- 2.4.4. The Subscriber is responsible for payment of the charges set forth in this tariff and for payment on receipt of all usage charges billed by the Company as such usage has been identified by the LEC and/or the Primary Carrier, even if that usage as reported by the Company is disputed by the Customer for any purpose or reason whatsoever. See also Section 2.8, Contested Charges. The Customer is responsible for any and all fraudulent usage and associated invoiced charges.
- 2.4.5. The Subscriber is responsible for compliance with the applicable regulations set forth in this tariff.
- 2.4.6. The Subscriber is responsible for, and is required to enforce responsibility by its Users, for proper use, lawful use, and adherence to the acceptable use standards as may be in effect and/or henceforth promulgated by any prevailing regulatory or governmental entity.

Issued: March 31, 1993**Effective: _____****By: Marie Meneo, V.P.****EQuality, INC.
14 Signal Hill Road
Wallingford, CT 06492**

SECTION 2 - RULES AND REGULATIONS (Continued)

2.4.7. In the event of a breakdown, interruption, or delay of the Carrier's services, the Customer is responsible for the expedited inception of the appropriate alternative call dialing activities necessary to obtain dialtone from another carrier(s), typically by User input of a "10XXX" interexchange carrier bypass code.

2.5 Liability of Carrier

2.5.1. Carrier shall not be liable for any Customer loss or damage sustained by reason of any failure in or breakdown of facilities associated with the Primary Carrier or LEC or for any interruption or delay of services, whatever shall be the cause of such failure, breakdown, or interruption and whether negligent or otherwise and however long it shall last unless the complete causes of said failure, breakdown, interruption or delay are exclusively attributable to the gross negligence of the Carrier. In no event shall Carrier's liability for any service exceed the incurred and paid usage charges applicable under this tariff to such service, and therein only to said service up to the moment when said failure, breakdown, interruption, or delay was first reported to EQuality, Inc. until traffic can be routed over another carrier. See Section 2.4.7.

2.5.2. Carrier shall be indemnified and saved harmless by any Subscriber, User or by any other entity against claims for libel, slander or the infringement of copyright arising from the material transmitted over its services and against all other claims arising out of any act or omission of a Subscriber or of any other entity in connection with the service provided by Carrier.

2.5.3. Carrier is not liable for any act or omission of any entity furnishing facilities or services connected with or provided in conjunction with the services of Carrier.

2.5.4. Carrier shall not be liable for any consequential or incidental damages or lost profits or opportunity revenues or for any personal injury, or death of any persons, and for any loss or damage sustained by reason of acts, mistakes, omissions, errors or defects in providing its services, whatever shall be the cause and whether negligent or otherwise.

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Effective: _____

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EQuality, INC.
14 Signal Hill Road
Wallingford, CT 06492

SECTION 2. RULES AND REGULATIONS (Continued)

- 2.5.5. Carrier shall not be liable for and shall be indemnified and held harmless by any subscriber, user or other entity from any and all loss, claims demands, suits, or other action or any liability whatever, whether suffered, made, instituted, or asserted by any subscriber, user or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any subscriber, user or any other entity or any other property whether owned or controlled by the subscriber, user or others, caused or claimed to have been caused, directly or indirectly, by any act or omission of the subscriber, user or others or by any installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of facilities or equipment provided by Carrier which is not the direct result of Carrier's exclusive negligence. No agents or employees of any other entity shall be deemed to be the agents or employees of Carrier.
- 2.5.6. Carrier shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to, acts of God, fires, floods, electrical or mechanical outages, or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof.
- 2.5.7. Carrier is a separate corporation from the Primary Carrier and other companies which may be involved in the provision of services to a Customer. Carrier is responsible and liable only to the terms set forth above and only for the acts of its own employees.

2.6 Cancellation or Interruption of Services

- 2.6.1. The Customer may cancel service after the minimum 30 day service period upon written notice to the Company and after payment of all charges for all services billed to the Subscriber.

Issued: March 31, 1993**Effective: _____****By: Marie Meneo, V.P.****EQuality, INC.
14 Signal Hill Road
Wallingford, CT 06492**

2.6 Cancellation or Interruption of Services (Continued)

2.6.2 Without incurring liability, Carrier may discontinue services to a Subscriber or may withhold the provision of ordered or contracted services:

- A. For nonpayment of any sum due Carrier for more than thirty days after issuance of the bill for the total amount due.
- B. For violation of any of the provisions of this tariff.
- C. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Carrier from furnishing its services.
- D. Carrier may also discontinue service without notice for any of the following reasons:
 - 1. If a Subscriber or User causes or permits any signals or voltages to be transmitted over Carrier's network in such manner as to cause a hazard or to interfere with Carrier's service to others.
 - 2. If a Subscriber or User uses Carrier's services in a manner to violate the law.
- E. For any other reason upon 30 days prior written notice to the Subscriber.
- F. In all other circumstances, Carrier will provide the Subscriber with written notice stating the reason for discontinuance, and will allow the Subscriber not less than 10 days from the date of Customer receipt of notice to remove the cause for discontinuance. In cases of non-payment of charges due, the Subscriber will be allowed at least five days, excluding Saturdays, Sundays and holidays, to make full payment of all invoiced charges.

2.6.3. Without incurring liability, Carrier may interrupt briefly the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Subscriber and Carrier's facilities and may continue such interruption until any items of non-compliance or improper operation so identified are rectified.

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By: Marie Meneo, V.P.

EQuality, INC.
14 Signal Hill Road
Wallingford, CT 06492

SECTION 2. RULES AND REGULATIONS (Continued)

2.6.4. Service may be discontinued by Carrier, without notice to the Subscriber, by blocking traffic to certain countries, cities, or exchanges, or by blocking calls using certain customer authorization codes, when Carrier deems it necessary to take such action to prevent unlawful use of its service. Carrier will restore service as soon as it can be provided without undue risk.

2.7 Billing Arrangements

2.7.1. Unless otherwise arranged in writing by both the Customer and Carrier, the Subscriber shall be obligated to pay all charges as invoiced upon receipt of bill. The Subscriber agrees to pay all charges before the date on the next invoice. See also Section 2.8, Contested Charges.

2.7.2. All current charges not paid and received by the Carrier by the date of the production of the next monthly invoice (consistently the same day of the month) shall be considered overdue and shall be assessed a 1.5% per month (or part thereof) finance charge. In addition to a returned check charge (for any check which does not clear, the monthly finance charge will be applied to Customer payables which are tardy for this reason. Payments made by the Customer to the Carrier will be credited against the oldest charges outstanding.

2.8 Contested Charges

Any charges not disputed by the Subscriber in writing by Certified Mail within twenty (20) days following the date on the invoice shall be considered acceptable (uncontestable) by the Subscriber. All bills are presumed accurate, and the responsibility (see Section 2.4.4.) for payment of any usage reported by the Primary Carrier as attributed to the Customer shall be absolutely binding on the Subscriber. The Carrier will initiate an investigation of the disputed usage and/or charges. If an objection (contested charges) is received by the Carrier within twenty days after the date on the invoice, and in the case of a billing dispute which cannot be settled with mutual satisfaction between the Subscriber and the Carrier, the Subscriber can take the following course of action within 30 days of the billing date:

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SECTION 2. RULES AND REGULATIONS Continued)

2.8.1. First, the Subscriber may request, and the Carrier will provide, an in-depth written review of the disputed amount or usage.

2.8.2. Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of the Carrier, the Subscriber may file an appropriate complaint with the Florida Public Service Commission.

2.9 Billing Entity Conditions

When billing functions on behalf of Carrier or for any other services rendered to the Subscriber are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

2.10 Deposits and Advance Payments

Carrier does not require a deposit or advance payment from the Subscriber.

2.11 Taxes

All federal, state and local sales, use, and similar or other taxes are billed as separate line items and are not included in the quoted rates below.

2.12 Service Charges

The Carrier reserves the right to revise its services as technical, regulatory and/or market forces so require.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Service Offerings

The Carrier provides outbound, switched, Equal-Access, interexchange, domestic (interstate) and international voice long distance resale telecommunications services to small-to-medium sized businesses. The applicable rates for these services are set forth in Section 4 of this tariff. See Section 1 for descriptions of EQuality, INC's service offering(s).

3.2 Timing of Calls

The Customer's long distance usage charge is based on the actual usage of EQuality, Inc.'s network. Usage begins when the called party picks up the receiver. When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the Primary Carrier's switch or the software utilizing audio tone detection. All call activity billed by EQuality, Inc. in Florida is hardware answer-supervised and thus constitutes in each case a completed call.

3.3 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. EQuality, Inc. uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communications Research in their NPA-NXX V&H Coordinates Tape and Bell's NECA No. 4.

Issued: March 31, 1993

Effective: _____

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SECTION 3 DESCRIPTION OF SERVICE (Continued)3.3 Calculation of Distance (Continued)

FORMULA:

$$\left(\frac{(V1 - V2)^2 + (H1 - H2)^2}{10} \right)^{1/2}$$

EXAMPLE: Distance between Miami and New York City -

	<u>V</u>	<u>H</u>
Miami	8,351	529
New York	4,997	1,406
Difference	3,354	-879

Square and add: 11,249,316 + 772,641 = 12,021,96

Divide by 10 and round: 12,021,96 / 10 = 1,202,195.70
= 1,202,196Take square root and round: 1,202,196 = 1,096.4
= 1,097 miles

The distance is then compared to the applicable mileage structures (bands) for each of the EQuality, Inc.'s services below.

3.4 Directory Assistance

Through capabilities of the network of the Primary Carrier, The Company does offer directory assistance services to its Customer within the allowed areas of termination of its services.

Issued: March 31, 1993

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SECTION 4 - RATES

This section sets forth the rates and charges applicable to Carrier's Service offering(s).

The total charge for each completed call consists of two charge elements (except as otherwise provided herein): fixed charge for the first 18 seconds and an additional charge for each 6 seconds or part thereof. The per call charge is calculated as a function of the duration of the initial period (minimum 18 seconds, or 0.3 minute) plus the remaining number (if any) of subsequent periods (6 seconds, or 0.1 minute) multiplied by the appropriate rate per minute (distance and time of day), and the arithmetic result rounded up to the next cent.

No EQuality volume discount applies for intrastate calls.

4.1 USAGE CHARGESFLEXIBILL SM**EQuality Long Distance**State: FLORIDA

Intrastate

<u>DAY</u> <u>Mileage</u>	<u>First 18 Seconds</u>	<u>(\$)</u> <u>Each</u> <u>Add'l</u> <u>second</u>
0-55	.0519	.0173
56-292	.0519	.0173
293-430	.0519	.0173
EVENING		
<u>Mileage</u>		
0-55	.0465	.0155
56-292	.0465	.0155
293-430	.0465	.0155
NIGHT		
<u>Mileage</u>		
0-55	.0465	.0155
56-292	.0465	.0155
293-430	.0465	.0155

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4.2 Directory Assistance

Directory assistance calls are charged at \$.65 per inquiry.

4.3 Account Code Option

EQuality, Inc, will charge a fee of \$10.00 per month for the account code feature.

4.4 Other EQuality, Inc. Charges

4.4.1 No EQuality, Inc. installation fee or deposit is applicable.

4.4.2 Monthly recurring charge - \$2.50

4.4.3 Returned Check Charge - \$15.00

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14 Signal Hill Road
Wallingford, CT 06492

EQ LONG DISTANCE Quality

P.O. Box 4280 ■ Yalesville, Conn. 06492 ■ 203-285-4995

May 21, 1993

DEPOSIT TREAS. REC. DATE
C709 MAY 26 '93

Florida Public Service Commission
Division of Communications, Room G-50
101 East Gaines Street
Tallahassee, Florida 32399-0850

Dear Sir/Madam:

Enclosed are an original and twelve (12) copies of an application for original authority to perform as an interexchange carrier within the state of FLORIDA.

The purpose of this filing is to provide the completed application as requested in FORM PSC/CMU 31 (11/91) as forwarded to me by Tom Williams of the Division of Communications. The necessary attachments to that application are also enclosed as are the \$250.00 application fee and the tariff in the specified format. Please contact me at your earliest convenience if you have questions or if any supplemental material is required.

Sincerely,

Marie G. Meneo
Marie G. Meneo
Vice President

DOCUMENT NUMBER-DATE
05685 MAY 25 88
PSC-REG-305/REPORTING

EQUALITY, INC.



BANK OF BOSTON
CONNECTICUT

1013

51-80/111 417

2-11 19 93

PAY Two Hundred Fifty Dollars and 00/100 DOLLARS \$ 250.00

TO THE ORDER OF
Florida Public Svc Commission
Div. of Administration, Room G-50
101 East Gaines Street
Tallahassee, FL 32399-0850

Arthur J. Quinn