

Acacia

A Telecommunications Company

June 18, 1993

Mr. Tom Williams
Florida Public Service Commission
Division of Administration, Room G-50
101 East Gaines Street
Tallahassee, Florida 32399-0850

930605-TI

Re: Interexchange Intrastate Tariff Application

Dear Mr. Williams:

Enclosed are the original and twelve (12) copies of our Florida Intrastate Tariff. Additionally, you will find the original and twelve (12) copies of the application as required.

Thank you for your assistance in the preparation of this tariff filing.

Sincerely,


Bodie Davis

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.

At such future Date Acacia may need to reclassify as reseller.

**** FLORIDA PUBLIC SERVICE COMMISSION ***

DIVISION OF COMMUNICATIONS
BUREAU OF SERVICE EVALUATION
101 E. Gaines Street
Fletcher Building
Tallahassee, Florida 32399-0866

APPLICATION FORM
for
AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICE
WITHIN THE STATE OF FLORIDA

Instructions

- A. This form is used for an original application for a certificate and for approval of sale, assignment or transfer of an existing certificate. In case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee (See Appendix A).
- B. Respond to each item requested in the application and appendices. If an item is not applicable, please explain why.
- C. Use a separate sheet for each answer which will not fit the allotted space.
- D. If you have questions about completing the form, contact:

Florida Public Service Commission
Division of Communications
Bureau of Service Evaluation
101 East Gaines Street
Tallahassee, Florida 32399-0866
(904) 488-1280

- E. Once completed, submit the original and twelve (12) copies of this form along with a non-refundable application fee of \$250.00 to:

Florida Public Service Commission
Division of Administration, Room G-50
101 East Gaines Street
Tallahassee, Florida 32399-0850
(904) 488-4733

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

ACACIA TELEPHONE & COMMUNICATIONS COMPANY

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

ACACIA, ACACIA TELECOM

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

4200 WISCONSIN AVENUE BOX# 329 WASHINGTON D.C. 20016

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

AS OF THE DATE OF THIS APPLICATION ACACIA HAS NO FLORIDA BUSINESS ADDRESS.

7. Structure of organization;

Individual Corporation
 Foreign Corporation Foreign Partnership
 General Partnership Limited Partnership
 Other, BUSINESS TRUST

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

(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:
APPLICATION CURRENTLY PROCESSING FOR AUTHORITY WITH SECRETARY OF STATE.

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

Corporate charter number: _____

- (b) Name and address of the company's Florida registered agent.
- (c) Provide proof of compliance with the fictitious name statute (Chapter 865.09 FS), if applicable.

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.

(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.

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

- (a) The application;

BODIE DAVIS - President
7881-H Beechcraft Avenue, Gaithersburg, Maryland 20879
Telephone: 301-948-8410

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

BODIE DAVIS IS THE OFFICIAL POINT OF CONTACT
IN THE EVENT THAT MR. DAVIS CANNOT BE REACHED PLEASE CALL DR. BOWDEN
214-691-5991

(c) Tariff;

BODIE DAVIS

(d) Complaints/Inquiries from customers;

BODIE DAVIS

11. List the states in which the applicant:

(a) Has operated as an interexchange carrier.

TEXAS, LOUISIANA, VIRGINIA, DISTRICT OF COLUMBIA

(b) Has applications pending to be certificated as an interexchange carrier.

(c) Is certificated to operate as an interexchange carrier.

MICHIGAN, UTAH, TENNESSEE, MONTANA, COLORADO, OKLAHOMA AND ABOVE CITED STATES.

(d) Has been denied authority to operate as an interexchange carrier and the circumstances involved.

(e) Has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.

(f) Has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.

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

- () Facilities. () Operators.
() Billing and Collection. (X) Sales.
() Maintenance.
() Other: _____

13. Do you have a marketing program?

YES

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.).

Virtually all our services are offered on a direct marketing basis: however, on occasion Acacia may offer a commission not to exceed 10%.

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 - the invoice will always have a number whereby the subscriber may call to have questions answered.

- (b) Name and address of the firm who will bill for your service.

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.).

Debit Card

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).

-0-

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.

Bodie Davis

Bodie Davis

6/18/93

Typed name and signature of owner
or chief officer.

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) _____,
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.)

Bodie Davis Bodie Davis
Typed name and signature of
Owner or Chief officer

President
Title

6/18/93
Date

**** APPENDIX C ****

INTRASTATE NETWORK

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

1) N/A 2)

3) 4)

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

1) N/A 2)

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

2) N/A

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).

6. **CURRENT FLORIDA INTRASTATE SERVICES:** Applicant has () or has not () 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?**

Acacia currently affords MTS service to four residential subscribers. These subscribers are the only current Acacia subscribers. Acacia has turned away subscribers pending official authorization.

b) **If the services are not currently offered, when were they discontinued?**

Bodie Davis 

**Typed name and signature or
Owner or Chief officer.**

President _____

Title

6/18/93 _____

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).

Bodie Davis

Bodie Davis
**Typed name and signature of
Owner/Chief Officer**

President

Title
6/18/93

Acacia is reselling the services of an authorized Florida telecommunications provider. Acacia trusts that all areas offering equal access are available for Acacia subscription.

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 Acacia Telephone & Communications Company, with principal offices at 7881-H Beechcraft Avenue, Gaithersburg, MD 20879. This tariff applies for services furnished within the state of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued June 18, 1993

Effective _____

Manager, Regulatory Affairs
Acacia Telephone & Communications Company
4200 Wisconsin Ave Box 329
Washington D C 20016

Sheets 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
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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19	Original
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21	Original
22	Original
23	Original
24	Original
25	Original
26	Original
27	Original
28	Original
29	Original
30	Original

Issued: June 18, 1993

Effective: _____

Manager, Regulatory Affairs
Acacia Telephone & Communications Company
4200 Wisconsin Avenue Box 329
Washington D.C. 20016

SHEET

31
32
33
34
35
36
37
38
39
40
41

REVISION

Original
Original
Original
Original
Original
Original
Original
Original
Original
Original
Original

Issued June 18, 1993

Effective _____

Manager, Regulatory Affairs
Acacia Telephone & Communications Company
4200 Wisconsin Avenue Box 329
Washington D.C. 20016

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Manager, Regulatory Affairs
 Acacia Telephone & Communications Company
 4200 Wisconsin Avenue Box 329
 Washington D.C. 20016

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Issued June 18, 1993

Effective: _____

Manager, Regulatory Affairs
 Acacia Telephone & Communications Company
 4200 Wisconsin Avenue Box 329
 Washington D.C. 20016

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 Another Tariff 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

Issued: June 18, 1993

Effective: _____

Manager, Regulatory Affairs
Acacia Telephone & Communications Company
4200 Wisconsin Avenue Box 329
Washington D.C. 20016

- 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. For Example, a new sheet added between sheets 14 and 15 would appear 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right hand corner of every 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 supervision 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 to find out if a particular sheet is the most current on file with the FPSC.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

For the purpose of this Tariff, the following definitions will apply:

Acacia

Acacia Telephone & Communications Company

Access Coordination

Provides for the design, ordering, installation, coordination, pre-service testing, Service turn-up and maintenance on a Acacia or Subscriber provided Local Access Channel.

Administrative Change

A change in Subscriber billing address or contact name.

Alternate Access

Alternate Access is a form of Local Access except that the provider of the Service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such Service. The charges for Alternate Access may be subject to private agreement rather than published or special Tariff if permitted by applicable governmental rules.

Ancillary Charges

Charges for supplementary Services as set forth herein, which may consist of both nonrecurring and monthly recurring charges.

Application for Service

A standard Acacia order form which includes all pertinent billing, technical and other descriptive information which will enable Acacia to provide a communication Service as required.

ASR

ASR (Access Service Request) means an order placed with a Local Access Provider for Local Access.

Authorization Code

One or more codes (consisting of 5 or more digits), made available to Metered Use Service Subscribers to identify themselves as Subscribers entitled to access and use of Acacia Services.

Authorized User

A person, firm, corporation or other entity that either is authorized by the Subscriber to receive or send communications or is placed in a position by the Subscriber, either through acts or omissions, to send or receive communications.

Bandwidth

The total frequency band, in hertz, allocated for a channel

Bill Date

The date on which billing information is compiled and sent to the Subscriber.

Call

A completed connection between the Calling and Called Stations

Called Station

The telephone number called

Calling Station

The telephone number from which a Call originates

Cancellation of Order

A Subscriber initiated request to discontinue processing a Service order, either in part or in its entirety, prior to its completion. Cancellation charges will be assessed for each Circuit-end or Dedicated Access line canceled from an order prior to its completion by Acacia, under the following circumstances: (1) if the LEC has confirmed in writing to Acacia that the Circuit-end or Dedicated Access line will be installed; or (2) if Acacia has already submitted facilities orders to an interconnecting telephone company.

Channel or Circuit

A dedicated communications path between two or more points having a bandwidth or Transmission Speed specified in this Tariff and selected by a Subscriber

"C.I.C." number

Means "Carrier Identification Code" and Acacia's C.I.C. is 10-284

Collect Call

A billing arrangement whereby the Called Station accepts the charges for the Call placed over Acacia's Service. The person at the Called Station who accepts the Call is responsible for all the charges and is subject to the provisions of this Tariff. Collect Calls cannot be placed to a public or semi-public payphone.

Company

Acacia Telephone & Communications Company

Consumer

A person initiating any intrastate interLATA telephone Call at an Aggregator location using Operator Services

DDS Service

DDS means Digital Data Service which is an all digital dedicated Interexchange Service designed for full-duplex data transmission at a synchronous speed of 56 Kbps

Dedicated Access/Special Access

Dedicated Local Access between the Subscriber's Premises or serving wire center and Acacia's Point-of-Presence for origination or termination of Calls

Diversity

Subscriber-designated routing which indicates a Subscriber designated departure from a Acacia Primary route.

Due Date

The Due Date is the date on which payment for Services is due.

Emergency Service

Acacia provides consumers telephone access to public safety answering points in their localities through Company operators. When Acacia routes a Call to a public safety answering point or a governmental emergency service provider, this Service shall be known as Emergency Service.

Exemption Certificate

A written Subscriber designation which certifies that its dedicated facility should be exempted from the monthly Special Access Surcharge because the Service:

- (a) terminates on a device incapable of connecting Acacia's network with the local exchange network; or
- (b) is associated with a Switched Access Service that is subject to Carrier Common Line charges; or
- (c) constitutes a Private Line Facility used for Telex Service or radio or television transmissions; or
- (d) is an open-end termination in a local Exchange Carrier's switch of an FX line; or
- (e) is a termination that could not make use of a Local Exchange Carrier's common lines.

Expedite

A Service order initiated at the request of the Subscriber that is processed in a time period shorter than the Acacia standard Service interval.

FCC

Federal Communications Commission

Individual Case Basis (ICB)

Individual Case Basis (ICB) determinations involve situations where complex Subscriber-specific Acacia arrangements are required to satisfactorily serve the Subscriber. The nature of such Service requirements makes it difficult or impossible to establish general Tariff provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they will be offered pursuant

to such terms and conditions.

Installation

The connection of a Circuit, Dedicated Access line, or port for new, changed or an additional Service.

Interexchange Service

Interexchange Service means that portion of a communications channel between a Acacia-designated Point-of-Presence in one exchange and a Point-of-Presence in another exchange.

Interruption

Interruption shall mean a condition whereby the Private Line Service or a portion thereof is inoperative and ending at the time of restoration.

Kbps

Kilobits per second

LATA (Local Access Transport Area)

A geographical area established for the provision and administration of communications Service of a Local Exchange Carrier.

LEC Card

The billing arrangement which enables the Consumer to bill Calls to an authorized calling card issued by a Local Exchange Carrier.

Local Access

Local Access means the Service between a Subscriber Premises and a Acacia designated Point-of-Presence.

Local Access Provider

Local Access Provider means an entity providing local Access.

Local Exchange Carrier (LEC)

The local telephone utility that provides telephone exchange services.

Mbps

Megabits per second.

N/A

Not available

N/C

No charge

Nonrecurring Charges

Nonrecurring Charges are one-time charges.

Operator Handling Fee

A fee which applies to Calls which require the assistance of a Company operator. This charge may vary depending upon the class of the Call selected by the Consumer or the Customer.

Payment Method

The manner which the Customer designates as the means of billing charges for Calls using Acacia's Services.

Person-to-Person

A Service arrangement where the Consumer specifies to the Acacia operator a particular person, department, mobile station, extension, or office to be reached. If the original person, department, mobile station, extension, or office designated by the Caller is unavailable and the Caller requests or agrees to talk to any other party, the Call is still classed as a Person-to-Person Call.

Physical Change

The modification of an existing Circuit, Dedicated Access line or port, at the request of the Subscriber, requiring some Physical Change or re-termination.

Point-of-Presence (POP)

An Acacia-designated location where a facility is maintained for the purpose of providing access to its Service.

Primary Route

The route which, in the absence of Subscriber-designated routing or temporary re-routing, would be used by Acacia in the provision of Service.

Private Line

A dedicated transmission channel furnished to a subscriber without intermediate switching arrangements for full-time subscriber use.

Private Line Service

A dedicated full-time transmission Service utilizing dedicated access arrangements.

Rate Center

A specified geographical location used for determining mileage measurements.

Requested Service Date

The Requested Service Date is the date requested by the Subscriber for the commencement of Service and agreed to by Acacia.

Restore

To make Service operative following an interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the carrier(s) involved.

Route Diversity

Two channels which are furnished partially or entirely over two physically separate routes.

Service

Service means any or all Service(s) provided pursuant to this Tariff

Service Commitment Period

The term selected by the Subscriber and stated on the Services order during

Special Promotional Offerings

Special trial offerings, discounts, or modifications of its regular Service offerings which Acacia may, from time to time, offer to its Subscribers for a particular Service. Such offerings may be limited to certain dates, times, and locations.

Start of Service Date

The Requested Service Date or the date Service first is made available by Acacia whichever is later.

Station-to-Station

A Service arrangement, other than Person-to-Person, which requires the assistance of a Company operator to complete the Call to the designated telephone number.

Subscriber

The person, firm, corporation, governmental unit or other entity which orders Service -- either for its own use or as a resale carrier or as a non-profit manager of a sharing group -- and which is responsible for the payment of charges and for compliance with Acacia Tariff Regulations. A Subscriber is considered to be an account for billing purposes. If an entity orders Service in more than one city or requests the assignment of multiple account numbers, each such account is a separate Subscriber for billing purposes.

Tariff

This current Intrastate Services Tariff and effective revisions thereto filed by Acacia Telephone & Communications Company.

Third Party Billing

A billing arrangement by which a Call may be charged to an authorized station other than the Calling or Called Station. The entity agreeing to pay for the Call whether it is an existing Acacia Subscriber or not is responsible for all charges related to the Call.

Transmission Speed

Data transmission speed or rate, in bits per second (bps)

Twelve O'Clock

In designating time, 12:00 a.m. refers to 12:00 Midnight and 12 p.m. refers to 12:00 Noon.

Two-way Conversation

A Two-Way Conversation is a telephone conversation between or among two or more parties.

United States Holidays, recognized by Acacia for Rate Purposes

The following are Acacia Recognized National Holidays determined at the location of the originator of the Call.

Holidays: In addition to Valentine's Day, Acacia observes the following federally recognized holidays:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
July 4th, Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

The evening rate is used unless a lower rate would normally apply. When a Call begins in one rate period and ends in another, the rate in effect in each rate period applies to the portion of the Call occurring within that rate period. In the event that a minute is split between two rate periods, the rate in effect at the start of that minute applies

SECTION 2 - RULES AND REGULATIONS2.1 Undertaking of Acacia Telephone & Communications Company

Acacia Services and facilities are furnished for communications originating at specified points within the state of Florida under terms of this Tariff.

Acacia installs, operates, and maintains the communication Services provided hereinunder in accordance with the terms and conditions set forth under this Tariff. It may act as the Subscriber's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Subscriber, to allow connection of a Subscriber's location to the Acacia network. The Subscriber shall be responsible for all charges due for such service arrangement.

The Company's Services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

2.2 Description and Limitations of Services

2.2.1 Intrastate Telecommunications Service is the furnishing of Acacia communication Services contained herein between specified locations under the terms of this Tariff

2.2.2 Any member of the general public (including any natural person or legally organized entity such as a corporation, partnership, or governmental body) is entitled to obtain Service under this Tariff, provided that Acacia reserves the right to deny Service: (A) to any Subscriber that, in Acacia's reasonable opinion, presents an undue risk of nonpayment and refuses to comply with the deposit requirements set forth herein, (B) in circumstances in which Acacia has reason to believe that the use of such Service would violate the provisions of this Tariff or any applicable law or if any applicable law restricts or prohibits provision of this Service, or (C) if insufficient facilities are available to provide the Service (in such cases Acacia shall take reasonable efforts to accommodate the needs of all potential Subscribers by means of facility improvements or purchases of capacity, if such efforts will, in Acacia's opinion, provide Acacia with a reasonable return on its expenditures), but only for so long as such unavailability exists.

2.2.3 Acacia, when acting at the Subscriber's request and as its authorized agent, will make reasonable efforts to arrange for Service requirements such as special routing, Diversity, Alternate Access, or circuit conditioning.

2.2.4 Service is offered in equal access exchanges subject to the availability of facilities and the provisions of this Tariff. Acacia reserves the right to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.

- 2.2.5 Service may be discontinued upon written notice to the Subscriber if:
- 2.2.5.A the Subscriber is using the Service in violation of this Tariff, or
 - 2.2.5.B the Subscriber is using the Service in violation of the law or Commission regulation
- 2.2.6 Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purposes of computing charges in this Tariff, a month is considered to have 30 days.
- 2.2.7 Service will be provided until canceled, by the Subscriber on not less than thirty (30) days' written notice from the date of postmark on the letter giving notice of cancellation.
- 2.2.8 Nothing herein, or in any other provision of this Tariff, or in any marketing materials issued by Acacia shall give any person any ownership, interest, or proprietary right to any code or 800 number issued by Acacia to its Subscribers.
- 2.2.9 Acacia reserves the right to discontinue furnishing Services or billing options, upon written notice, when necessitated by conditions beyond its control. Conditions beyond Acacia's control include, but are not limited to, a Subscriber's having call volume or a calling pattern that results, or may result, in a network blockage or other Service degradation which adversely affects Service to the calling party, the Subscriber, or other Subscribers of Acacia.
- 2.2.10 Service may be discontinued by Acacia, without notice to the Subscriber, by blocking traffic to or from certain cities, or NXX exchanges, or by blocking Calls using certain Subscriber authorization codes such as Calling Card codes, when the Subscriber deems it necessary to take such action to prevent unlawful use of its Service. Acacia will restore Service as soon as it can be provided without undue risks. Subscribers of Acacia's Centurion Card Service will be provided a replacement code in the event their initial code is canceled. A maximum of 1 replacement code will be issued. At the request of private payphone owners, Acacia will arrange to have direct dial Calls blocked from the payphone to all domestic locations. Acacia may refuse to accept Centurion Card, LEC Card, Collect Calling, or third Number Calls which it determines to be invalid and/or may limit the use of these billing options to or from certain areas, cities or NXX exchanges in order to control fraud.
- 2.2.11 Except as otherwise provided in this Tariff or as specified in writing by the party entitled to receive Service, notices may be given orally or in writing to the persons whose names and business addresses appear on the executed Service order and the effective date of any notice shall be the date of delivery of such notice, not the date of mailing. By written notice, Acacia or Subscriber may change the party to receive notice and/or the address to which such notice is to be delivered. In the event no Subscriber or Acacia address is provided in the executed Service order, notice shall be given to the last known business address of Subscriber or Acacia, as appropriate.

2.3 Other Terms and Conditions

- 2.3.1 The name(s) of the Subscriber(s) desiring to use the Service must be stipulated in the application for Service.
- 2.3.2 The Subscriber agrees to operate Acacia provided equipment in accordance with instructions of Acacia or Acacia's agent. Failure to do so will void Acacia liability for interruption of Service and may make Subscriber responsible for damage to equipment pursuant to this Tariff.
- 2.3.3 Subscriber agrees to return to Acacia all Company-provided equipment delivered to Subscriber within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Subscriber, normal wear and tear only excepted. Subscriber shall reimburse Acacia, upon demand, for any costs incurred by Acacia due to Subscriber's failure to comply with this provision.
- 2.3.4 A Subscriber shall not use any service or trademark of Acacia or refer to Acacia in connection with any product, equipment, promotion, or publication of the Subscriber without prior written approval of Acacia.
- 2.3.5 In the event suit is brought or an attorney is retained by Acacia to enforce the terms of this Tariff, Acacia shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorney's fees, court costs, costs of the investigation and other related expenses incurred in connection therewith.
- 2.3.6 The provision of Service will not create a partnership or joint venture between Acacia and the Subscriber nor result in joint Service offerings to their respective Subscriber's.
- 2.3.7 The rate or volume discount level applicable to a Subscriber for a particular Service or Services shall be the rate or volume discount level in effect at the beginning of the monthly billing period applicable to the Subscriber for the particular Service or Services. When a Service is subject to a minimum monthly charge, account charge, port charge or other recurring charge or Non recurring charge for both intrastate and interstate Service, only one such charge shall apply per account and that charge shall be the interstate charge. In the event that Service was provided for less than a month, monthly recurring charges will be pro-rated.
- 2.3.8 Service requested by Subscriber and to be provided pursuant to this Tariff shall be requested on Acacia Service order forms in effect from time to time or Subscriber forms accepted in writing by an authorized headquarters representative of Acacia (Collectively referred to as "Service Orders"). When the Subscriber places a Service order for any of the Services contained herein, the Subscriber must provide Acacia with the Subscriber's name and address for billing purposes and a contact name if different from that of the

Subscriber. If a Subscriber places Service orders for multiple premises, the Subscriber must also provide Acacia with the contact name, telephone number, and address at each premises where Service will be installed. Each Service order shall reference this Tariff and, when accepted in writing by Acacia, the Service order will be deemed to set forth the final operative obligations between Acacia and the Subscriber regarding the Services described therein to the extent that it specifies the type of Service, quantity of Circuits, originating and terminating cities, originating telephone numbers, Requested Service Date, Service Commitment Period, if any, changes and other information necessary for Acacia to process the Service order. Any other items and conditions that are typed, printed or otherwise included in any Service order shall be deemed to be solely for the convenience of the parties unless noted as an Individual Case Basis (ICB) term or condition. No action by Acacia (including, without limitation, provision of Service to Subscriber pursuant to such Service order) shall be construed as binding or estopping Acacia with respect to such term or condition, unless the Service order containing said specific term or condition has been signed by an authorized headquarters representative of Acacia and Subscriber. Acacia shall have no obligation except those as set forth in this Tariff or contained in Service orders and all other representations or agreements, oral or written, shall be of no effect. In the event the Service orders and this Tariff are inconsistent, this Tariff shall prevail.

- 2.3.9 If an entity other than Acacia (e.g., another carrier or a supplier) imposes charges on Acacia in connection with a Service that entity's charges will be passed through to the Subscriber also.
- 2.3.10 The Service Commitment Period for any Service shall be established by the Service order relevant thereto and commence on the Start of Service Date. Upon expiration, each Service Commitment Period for such Service shall automatically be extended subject to written notice of termination by either Acacia or Subscriber as of a date not less than thirty (30) days after delivery of said notice to the other. The charges for Interexchange Service during any such extension shall not exceed the then current Acacia month-to-month charges applicable to such Service.

2.4 Liability

- 2.4.1 Except as provided otherwise in this Tariff, Acacia shall not be liable to Subscriber or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of Acacia. Such causes will include without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing Services to restore Service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations.

Issued: June 18, 1993

Effective: _____

Manager, Regulatory Affairs
Acacia Telephone & Communications Company
4200 Wisconsin Avenue Box 329
Washington D.C. 20016

- 2.4.2 With respect to the Services contained herein and except as otherwise provided herein, Acacia's liability shall not exceed an amount equal to the charge applicable to a one minute Call to the Called Station at the time the affected Call was made. If the initial minute rate is higher than the additional minute rate, the higher rate shall apply. For those Services with monthly recurring charges, Acacia's liability is limited to an amount equal to the proportionate monthly recurring charges for the period during which Service was affected.
- 2.4.3 Where Service is not available on the date committed to the Subscriber, or cannot otherwise be made available after Acacia's acceptance of the Subscriber's Service order, or is provided with a number or numbers other than the one(s) committed by Acacia to the Subscriber, and any such failure or failures is due solely to the negligence of Acacia, in such case Acacia's liability, if any, will be limited to the lesser of (a) the actual monetary damages incurred and proved by the Subscriber as the direct result of such failure or failures, or (b) the sum of \$100.00.
- 2.4.4 Acacia shall not be liable for the use or abuse of a Subscriber's switched, dedicated, calling card, 800 or other Service by any party including, but not limited to, the Subscriber's employees or members of the public. "Use or abuse" includes, but is not limited to, any Calls placed by means of PBX-reorigination or any other legal or illegal equipment, service or device. In the case of 800 services, this also applies to third parties who dial the Subscriber's 800 number by mistake. Acacia shall not be liable for any action, such as blocking or refusal to accept certain Calls, that it deems necessary to take in order to prevent unlawful use of its Services. Compensation for any injury the Subscriber may suffer due to the fault of parties other than Acacia must be sought from such other parties. The liability provided for above, shall, in each case, be in addition to any amounts that may otherwise be due the Subscriber under this Tariff as a credit allowance for the interruption of Service.
- 2.4.5 Acacia is not liable for any act or omission of any other company or companies (including any Company affiliate that is a participating or occurring carrier) furnishing a portion of the Service or facilities, equipment, or Services associated with such Service.
- 2.4.6 Acacia shall be indemnified and held harmless by the Subscriber from
- 2.4.6.A claims for libel, slander, or infringement of copyright arising out of the material, data, information, or otherwise arising out of the content transmitted via Acacia's Service(s),
 - 2.4.6.B patent infringement claims arising from combining or connecting Acacia Channels with equipment and systems of the Subscriber,
 - 2.4.6.C All other claims arising out of any act or omission of the Subscriber in connection with any Service provided by Acacia
 - 2.4.6.D defacement of, or damage to, the premises of a Subscriber resulting from the furnishing Installation, and/or removal of Channel facilities or the attachment

- of instruments, equipment and associated wiring on or from the Subscriber's Premises. No agents or employees of other participating carriers shall be deemed to be agents or employees of Acacia; and
- 2.4.6 E claims arising out of the use of Services or associated equipment in an unsafe manner (such as use in an explosive atmosphere) or the negligent or willful act of any person other than Acacia, its agents, or employees.
- 2.4.7 The Subscriber is responsible for taking all necessary legal steps for interconnecting the Subscriber provided terminal equipment with Acacia facilities. The Customer shall ensure that the signals emitted into Acacia's network will not damage Company equipment, injure personnel or degrade Service to other Subscriber's. The Subscriber is responsible for securing all licenses, permits, right-of-way, and other arrangements, necessary for such interconnection. In addition, the Subscriber shall comply with applicable LEC signal power limitations.
- 2.4.8 Acacia may rely on Local Exchange Carriers or other third parties for the performance of other Services such as Local Access. Upon Subscriber request and execution and delivery of appropriate authorizing documents, Acacia may act as agent for charges hereunder shall not be reduced by untimely Installation or non-operation of Subscriber provided facilities and equipment.
- 2.4.9 The Subscriber indemnifies and holds Acacia harmless for any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Subscriber or any other party or persons, for any personal injury to, or death of, any person or persons, and from any loss, damage or destruction of any property, whether owned by the Subscriber or others, caused or claims to have caused directly or indirectly by the Installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment where such Installation, operation failure to operate, maintenance, condition, location or use is not the direct result of Acacia's negligence or willful action.
- 2.4.10 The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, or the granting of an extension of time for performance by Acacia or the Subscriber shall not constitute the permanent waiver of any term or conditions herein. Each of the provisions shall remain at all time in full force and effect until modified in writing.
- 2.4.11 Acacia shall not be liable to the Subscriber or any other person, firm or entity in any respect whatsoever as a result of mistakes, accidents, errors, omissions, interruptions, delays, or defects in Service (collectively "Defects"): Defects caused by or contributed to, directly or indirectly, by act or omission of Subscriber or its customers, affiliates, agents, representatives, invitees, licenses, successors or assigns or which arise from or are caused by the use of facilities or equipment of Subscriber or related parties shall not result in the imposition of any liability whatsoever upon Acacia, and Subscriber shall pay to Acacia any reasonable costs, expenses, damages, fees or penalties incurred by

Acacia as a result thereof, including costs of Local Access Providers' labor and materials. In addition, all or a portion of the Service may be provided over facilities of third parties, and Acacia shall not be liable to Subscriber or any other person, firm or entity in any respect whatsoever arising out of Defects caused by such third parties. ACACIA SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR BUSINESS INTERRUPTION, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTS OR ANY OTHER CAUSE. ACACIA'S LIABILITY, IF ANY, WITH REGARD TO THE DELAYED INSTALLATION OF ACACIA'S FACILITIES OR COMMENCEMENT OF SERVICE SHALL NOT EXCEED \$1,000. THE WARRANTY AND THESE REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT OF AN INTERRUPTION ON SERVICE OR ANY DEFECT IN THE SERVICE WHATSOEVER, NEITHER ACACIA NOR ANY AFFILIATED OR UNAFFILIATED THIRD PARTY PROVIDER OR OPERATOR OF FACILITIES EMPLOYED IN THE PROVISION OF THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER.

2.4.12 For Private Line Services, if Acacia's failure of performance by reasons specified above shall be for thirty (30) days or less, Private Line Service shall not be subject to cancellation, but an appropriate percentage of charges for the directly affected Service shall be abated for such Interruption of Service subject to provisions of this Tariff. If Acacia's failure of performance is for more than thirty (30) days, then the directly affected Private Line Service may be canceled by either Acacia or Subscriber without liability other than Subscriber's liability for payment for said Service provided prior to cancellation.

2.4.13 With respect to the routing of Calls by Acacia to public safety answering points or municipal Emergency Service providers, Acacia's liability, if any will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Subscriber as the direct result of Acacia's action, or failure to act, in routing the Call, or (b) the sum of \$100.00.

2.4.14 In the event parties other than Subscriber (e.g., Subscriber's customer/subscriber) shall have use of the Service directly or indirectly through Subscriber, then Subscriber agrees to forever indemnify and hold Acacia and any affiliated or unaffiliated third-party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any Defects.

2.4.15 In the event that Acacia is required to perform a Circuit redesign due to inaccurate

information provide by the Subscriber; or, circumstances in which such costs and expenses are caused by the Subscriber or reasonably incurred by Acacia for the benefit of the Subscriber, the Subscriber is responsible for the payment of all such charges.

2.5 Cancellation of Service by a Subscriber

2.5.1 If a Subscriber cancels a Service order before the Service begins, before completion of a minimum period, or before completion of some other period mutually agreed upon by the Subscriber and Acacia, a charge will be levied upon the Subscriber for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Subscriber by Acacia and not fully reimbursed by Installation and monthly charges. If, based on a Service order by a Subscriber, any construction has either begun or been completed, but no Services provided, the nonrecoverable costs of such construction shall be borne by the Subscriber.

2.5.2 Except as otherwise provided under this Tariff, if a Service order for Installation is delayed for more than 30 days beyond the due date, and any such delay is not requested or caused by the Subscriber, the Subscriber may cancel the Service order without incurring cancellation charges.

2.5.3 Except as otherwise provided under this Tariff, if an order for installation is delayed for more than 30 days beyond the Service Due Date, and such delay is not requested or caused by the Subscriber, the Subscriber may cancel the Service without incurring cancellation charges.

2.5.4 Subscribers who subscribe to Private Line Service are subject to the following cancellation charges upon cancellation of Service. In addition, the Subscriber is also liable for any charges, expenses, fees, or penalties incurred by Acacia in behalf of Subscriber as Subscriber's agent.

2.5.4.A If the Service Commitment Period is one (1) year or less, then the monthly charges in effect at the time of cancellation for such canceled Service that otherwise would have become due for the unexpired balance of the Service Commitment Period.

2.5.4.B If the Service Commitment Period for the Service canceled is longer than one (1) year and cancellation becomes effective prior to completion of the first year of the Service Commitment Period, then the following applies. The cancellation charge shall be an amount equal to the balance of the monthly charges in effect at the time of cancellation for the unexpired portion of first year of the Service Commitment Period. In addition, Subscriber will pay twenty percent (20%) of the monthly charges for the remainder of the Service Commitment Period beyond the first year; and

2.5.4.C If the Service Commitment Period for the Service canceled is longer than one (1) year and cancellation becomes effective after completion of the first year of the Service Commitment Period, then the following applies. The cancellation

charge shall be an amount equal to twenty percent (20%) of the balance of the monthly charges in effect at the time of cancellation for such canceled Service for the unexpired portion of the Service Commitment Period.

2.5.4.D Acacia's damages in the event Service is subject to cancellation by a Subscriber are difficult or impossible to ascertain. These provisions are intended to establish liquidated damages in the event of a cancellation by a Subscriber.

2.5.5 The foregoing to the contrary notwithstanding, and upon thirty (30) days' prior written notice, either Subscriber or Acacia shall have the right, without cancellation charge or other liability, to cancel the affected portion of the Service, if Acacia is prohibited by governmental authority from furnishing said portion, or if any material rate or term contained herein and relevant to the affected Service is substantially changed by order of the highest court of competent jurisdiction to which the matter is appealed, the Federal Communications Commission, or other local, state or federal government authority.

2.6 Cancellation for Cause by Acacia

2.6.1 Upon nonpayment of any sum owing to Acacia, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, Acacia may, upon written notification to the Subscriber, without incurring any liability, immediately discontinue the furnishing of such Service. Subscriber shall be deemed to have canceled Service as of the date of such disconnection and shall be liable for any cancellation charges set forth in this Tariff.

2.6.2 Without incurring any liability, Acacia may discontinue the furnishing of Service(s) to a Subscriber immediately and without notice if Acacia deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or Services under the following circumstances:

2.6.2.A if the Subscriber refuses to furnish information to Acacia regarding the Subscriber's credit-worthiness, its past or current use of common carrier communications Services or its planned use of Service(s);

2.6.2.B if the Subscriber provides false information to Acacia regarding the Subscriber's identity, address, credit-worthiness, past or current use of Subscriber communications Services;

2.6.2.C if the Subscriber states that it will not comply with a request of Acacia for reasonable security for the payment for Service(s);

2.6.2.D if the Subscriber has been given written notice by Acacia of any past due amount (which remains unpaid in whole or in part) for any of Acacia's communications Services to which the Subscriber either subscribes or had subscribed or used;

2.6.2.E immediately upon written notice to the Subscriber of any sum thirty (30) days past due;

2.6.2.F immediately upon written notice to the Subscriber, after failure of the Subscriber to comply with a request by Acacia for reasonable security for the payment of Service;

- 2.6.2.G seven (7) days after sending the Subscriber written notice of noncompliance with the terms and conditions of this Tariff is not corrected with the (7) day period; or
- 2.6.2.H if the Subscriber refuses to pay for continued use of Acacia Services either via 10284 or another "C.I.C." access code once the Subscriber's account has been canceled
- 2.6.3 The discontinuance of Service(s) by Acacia pursuant to this Section does not relieve the Subscriber of any obligations to pay Acacia for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and Acacia shall at all times be entitled to all rights available to it under either law or equity.
- 2.7 Use of Service
- 2.7.1 The Services offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. There are no restrictions on sharing or resale of Services. However, the Subscriber remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of Acacia's knowledge of same. Acacia shall have no liability to any person or entity other than the Subscriber and only as set forth herein. The Subscriber shall not use nor permit others to use the Service in a manner that could interfere with the Services provided to others or that could harm the facilities of Acacia or others.
- 2.7.2 The Subscriber is responsible for the placement of Service orders for the Services described herein as well as complying with the provisions of this Tariff. When the Subscriber places a Service order for any of the Services contained herein, the Subscriber must provide Acacia with the Subscriber's name and address for billing purpose and a contact name if different from that of the Subscriber. If a Subscriber places Service orders for multiple premises, the Subscriber must also provide Acacia with the contact name, telephone number, and address at each premises where Service will be installed. Subscribers may be required to execute written Service orders as described in this Tariff.
- 2.7.3 Service furnished by Acacia may be arranged for joint use or authorized use. The joint user or authorized user shall be permitted to use such Service in the same manner as the Subscriber, but subject to the following:
- 2.7.3.A One joint user or authorized user must be designated as the Subscriber. The designated Subscriber does not necessarily have to have communications requirements of his own. The Subscriber must specifically name all joint users or authorized users in the application for Service. Service orders which involve the start, rearrangement or discontinuance of joint use or authorized use Service will be accepted by Acacia only from that Subscriber and will be subject to all regulations of this Tariff.

2.7.3.B All charges for any Services will be computed as if the Service were to be billed to one Subscriber. The joint user or authorized user which has been designated as the Subscriber will be billed for all components of the Service and will be responsible for all payments to Acacia. In the event that the designated Subscriber fails to pay Acacia, each joint user or authorized user shall be liable to Acacia for all charges incurred as a result of its use of Acacia's Service. Each joint or authorized user must submit to the designated Subscriber a letter accepting contingent liability for its portion of all charges billed by Acacia to the designated Subscriber. This letter must also specify that the joint or authorized user understands that Acacia will receive a copy of the guaranty from the designated Subscriber. The Subscriber shall be responsible for allocating charges to each joint user or authorized user.

2.7.4 In addition to the other provisions in this Tariff, Subscribers reselling Acacia Services shall be responsible for all interaction and interface with their own subscribers or customers. The provision of the Service will not create a partnership or joint venture between Acacia and Subscriber nor result in a joint communications Service offering to the Subscribers of either Acacia or the Subscriber.

2.7.5 Service furnished by Acacia shall not be used for any unlawful or fraudulent purposes such as:

- 2.7.5.A use of electronic devices, invalid numbers, and false credit devices to avoid payment for Services contained in this Tariff either in whole or in part; and
- 2.7.5.B to make Calls which might reasonably be expected to frighten, abuse, torment, or harass another. Nor shall Service be used for any purpose for which any payment or other compensation is received by the Subscriber except when the Subscriber is a communications common carrier, a resale common carrier, an enhanced or electronic Service provider who has subscribed to Acacia's Services. However, this provision does not preclude an agreement between the Subscriber, authorized user, or joint user to share the cost of the Service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.

If, within 90 days of activation, a Subscriber's 800 number is used by callers only for test Calls, Acacia, upon written notice, may make the 800 number unavailable for use.

2.7.6 A Subscriber of any 800 Services shall provide not less than ten (10) business days notice prior to implementation of special advertising or other new promotions likely to stimulate usage.

2.7.7 If a Subscriber of Acacia Services is found to be non-compliant in passing back appropriate answer supervision, Acacia reserves the right to suspend Service temporarily and/to deny requests for additional Service. Acacia shall give the Subscriber 10 days written notice via certified U.S. Mail of intent to suspend or deny Service due to such

non-compliance.

2.7.8 A Subscriber requesting any Service, shall supply the following information when requesting service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. A new traffic forecast shall be submitted quarterly after Service is initiated, upon request by Acacia.

2.7.9 The Subscriber will be billed directly by the LEC for the dedicated Access arrangements selected by the Subscriber for the provisioning of Dedicated service. In those instances where Acacia at the Subscriber's request may act as agent in the ordering of such arrangements, Acacia will bill the Subscriber Local Access charges in accordance with Tariff.

2.7.10 In the course of furnishing Service Acacia may pay commissions to the third party marketing entities of up to ten (10) percent of qualifying monthly usage revenues generated by Acacia Subscribers to whom the third party has marketed Acacia Service(s). The actual level of commission to be paid will be dependent on the nature and extent of activities engaged in by third party on Acacia's behalf, including, without limitation, initial sales efforts, order coordination and processing, Customer/Subscriber Service, Service problem determination and resolution, billing coordination, billing dispute resolution, and collection or guarantee of collection of the amounts billed to Acacia Subscribers acquired by the third party. The commission payments may be remitted by the third party, in whole or in part, and in its sole discretion, to Subscribers to whom it has marketed Acacia Service(s).

2.7.11 Use of Recording Devices

Acacia's Services are not adapted to the use of recording devices and Subscribers who use such devices to record two-way telephone conversations, or for other purposes, do so at their own risk. Neither Subscriber nor other entity may record a Two-Way Conversation except as permitted by applicable law.

2.8 Payment Arrangements

2.8.1 The Subscriber is responsible for payment of all charges for Services furnished to the Subscriber or its joint or authorized users. This includes payment for Calls or Services specifically requested by the Subscriber, Collect Calls or Third Party Calls accepted at a Subscriber's number, Centurion Card Service or LEC Card Calls or Calls originated at a Subscriber's number. This responsibility is not changed due to any use, misuse, or abuse of the Subscriber's Service or Subscriber provided equipment by third parties, the Subscriber's employees, or the public.

2.8.2 The Subscriber's bills are due upon receipt. Amounts not paid by the Due Date of the invoice will be considered past due. Subscribers will be assessed a late fee on past due

amounts in the amount of the lesser of one and one-half percent (1 1/2%) per month or the maximum lawful rate under applicable state law. If a Subscriber presents an undue risk of nonpayment at any time, Acacia may require that Subscriber to pay its bills within a specified number of days and to make such payments in cash or the equivalent of cash. In determining whether a Subscriber presents an undue risk of nonpayment, Acacia shall consider the following factors:

- 2.8.2.A the Subscriber's payment history (if any) with Acacia and its affiliates,
- 2.8.2.B Subscriber's ability to demonstrate adequate ability to pay for the Service,
- 2.8.2.C credit and related information provided by Subscriber, lawfully obtained from third parties or publicly available, and
- 2.8.2.D information relating to Subscriber's management, owners and affiliates (if any)

2.9 Deposits

The Company does not require a deposit from the Subscriber.

2.10 Advance Payments

For Subscriber's whom the Company feels an advance payment is necessary, Acacia Telephone & Communications Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for Service. This will be applied against the next month's charges and if necessary a new advance payment will be collected for each consecutive month of Service.

- 2.10.1 Subscribers who present such an undue risk may be required at any time to provide Acacia a security deposit, in cash or the equivalent of cash, up to an amount equal to the required deposit, at any time, whether before or after the commencement of Service, to provide such other assurances of, or security for, the payment of Acacia's charges for its Services as Acacia may deem necessary, including, advance payments for Service, third party guarantees of payment, pledges or other grants of security interests in the Subscriber's assets, and similar arrangements. The required deposit or other security may not exceed one month of recurring Service and/or any non-recurring charges and any new additional Services. In addition, Acacia shall be entitled to require such an applicant or Subscriber to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash.
- 2.10.2 Disputes with respect to charges must be presented to Acacia in writing within 15 days from the date the invoice is rendered or such invoice will be deemed to be correct and binding on the Subscriber.
- 2.10.3 If a LEC has established or establishes a Special Access surcharge Acacia will bill the surcharge beginning on the effective date of such surcharge for Special Access arrangements presently in Service. Acacia will cease billing the Special Access surcharge upon receipt of an Exemption Certificate or if the surcharge is removed by the LEC.

arrangements presently in Service. Acacia will cease billing the Special Access surcharge upon receipt of an Exemption Certificate or if the surcharge is removed by the LEC.

- 2.10.4 In the event Acacia incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed Acacia, the Subscriber will be liable to Acacia for the payment of all such fees and expenses reasonably incurred.
- 2.10.5 A Subscriber of any 800 or any other services, is responsible for payment for all Calls placed to or via the Subscriber's 800 or other Service number(s) including those placed by the Subscriber's employees, third parties or other members of the public.
- 2.10.6 If a Subscriber whose account has been closed has a credit balance remaining, Acacia will transfer the credit to another account of the Subscriber, if there is one, or will mail a check for the balance to the Subscriber. An account maintenance charge of \$5.00 per month will be charged to those accounts which do not respond within 30 days to Acacia's notification whether on the final invoice or by letter of the credit balance or if the post office returns the final invoice or letter as undeliverable. Acacia will continue to assess this charge until the Subscriber requests a refund or the balance is exhausted.
- 2.10.7 Promotional and other credits offered by Acacia in marketing its Services cannot be assigned. Such credits must be used by the person to whom they were offered or the person who earned them under the provisions of the offer.

2.11 Assignment

The obligations set forth in this Tariff shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, provided, however, that the Subscriber shall not assign or transfer its rights or obligations without the prior written consent of Acacia.

2.12 Tax Adjustments

- 2.12.1 All stated charges in this Tariff are computed by Acacia exclusive of any federal, state, or local use, excise, gross receipts, sales or privilege taxes, duties, fees, or similar liabilities (other than general income or property taxes) whether charged to or against Acacia or its Subscriber. Such taxes, fees, etc. shall be paid by the taxes, duties, and fees shall each be shown as a separate line item in the Subscriber's monthly invoice.
- 2.12.2 A surcharge is imposed on all charges for Services originating at addresses in states which levy a gross receipts tax on Acacia's operations. This surcharge is composed of a factor of the gross receipts tax and taxes imposed directly or indirectly upon Acacia as measured by the gross receipts payments or revenues of interstate access charge will be shown as a separate line item on the Subscriber's monthly invoice. Pending the conclusion of any litigation challenging jurisdiction's right to impose any tax, unless otherwise constrained by court order or direction, or it may elect to waive any surcharge. If it has collected a surcharge or tax and the challenged surcharge or tax is found to

2.13 Allowance for Interruptions

- 2.13.1 For Acacia (switched, dedicated 800 or other Service, a credit allowance will be made for that portion of a Call which is interrupted due to poor transmission (e.g., noisy Circuit), one-way transmission (one party is unable to hear the other), or involuntary disconnection caused by defects in Acacia's Service. A Subscriber may also be granted credit for reaching a wrong number. To receive a credit, the Subscriber must notify a Customer Service Representative and furnish information, including the Called Station, the Service subscribed to, the Defect experienced, and the approximate time the Call was placed.
- 2.13.2 Where a call has been disconnected, the Subscriber will be given a credit allowance equivalent to the charge for the initial minute of the Call made to reestablish communications with the other party. Where a Call has been interrupted by poor transmission or one-way transmission, the Subscriber will be given a credit allowance up to an amount equivalent to the charge for the last three minutes of the interrupted Call, or for the entire Call if it lasted less than three minutes. A Subscriber who has reached a wrong number will be given a credit allowance equivalent to the charge for the initial minute of the Call to the wrong number if it reports the situation promptly to a Customer Service Representative of Acacia.
- 2.13.3 From time to time, Acacia will grant credits against usage charges whenever Acacia determines that such a credit is warranted due to considerations involving the delivery of past Service to the Subscriber or account receiving the credit.
- 2.13.4 For all Services which involve Dedicated Access on either the originating or terminating end or both for which monthly recurring charges are applied and which may be interrupted for as much as several days, the Subscriber will be given a credit allowance for an interruption of two consecutive hours or more.
- 2.13.5 When Service is interrupted for a period of less than two hours, no credit allowance will be given.
- 2.13.6 When the Service's Dedicated Access line or lines associated with the Service are interrupted for a period of two to twenty-four hours, a credit allowance in an amount equal to one thirtieth of the monthly recurring charge or charges will be given.
- 2.13.7 When the Service's Dedicated Access line or lines associated with the Service are interrupted for a period of more than twenty-four hours, a credit allowance in an amount equal to one thirtieth of the monthly recurring charge or charges will be given for each twenty-four hour period or fraction thereof.
- 2.13.8 No credit allowances will be made for:

- 2.13.8.A Interruptions caused by the negligence of the Subscriber or others authorized by the Subscriber to use the Subscriber's Service.
- 2.13.8.B Interruptions due to the failure of power, equipment, systems, or Services not provided by Acacia.
- 2.13.8.C Interruptions during any period which Acacia or its agents are not afforded access to the premises where access lines associated with the Subscriber's Services are terminated.
- 2.13.8.D Interruptions during any period when the Subscriber or user has released the Service to Acacia for maintenance or rearrangement purposes, or for the implementation of a Subscriber Service order.
- 2.13.8.E Interruptions during periods when the Subscriber elects not to release the Service for testing or repair and continues to use it on an impaired basis.
- 2.13.8.F Interruptions not reported to Acacia.
- 2.13.8.G Non-completion of Calls due to network busy conditions.

2.14 Directory Assistance

Directory Assistance is available to Subscribers of Acacia's Dial 1 products, and Centurion Card Service. An non discounted charge will be applied to each Call for information as to any telephone number within the state. Up to two requests may be made on each Call to Directory Assistance. The Directory Assistance charge applies to each Call regardless of whether the Assistance Bureau is able to furnish the requested telephone number. The surcharge for Centurion Card Calls will not be applied to Directory Assistance Calls.

2.15 Method for Calculation of Airline Mileage

The airline mileage between two cities can be calculated using the Vertical (V) and Horizontal (H) coordinates of the serving wire centers associated with Acacia's POP locations. The method for calculating the airline mileage is obtained by reference to AT&T's Tariff F.C.C. No.10 according to the following formula:

2.16 Time of Day Rate Periods

Time of Day Rate Periods are determined by the time of day at the location of the Calling Station.

The rates shown in this Tariff apply as follows:

DAY:	From 8:00 AM to 5:00 PM Monday - Friday
EVENING:	From 5:00 AM to 11:00 PM Monday through Friday and Sunday
NIGHT/WEEKEND:	From 11:00 PM to 8:00 AM Everyday
	From 8:00 AM to 11:00 PM Saturday
	From 8:00 AM to 5:00 PM Sunday
PRIME	From 8:00 AM to 5:00 PM Monday - Friday
NON-PRIME	All other time slots

2.17 Special Subscriber Arrangements

In cases where a Subscriber requests a special or unique arrangement which may include engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special Services not afforded under this Tariff, Acacia, at its option, may provide the requested Services. Appropriate recurring charges and/or Non recurring Charges and other terms and conditions will be developed for the Subscriber for the provisioning of such arrangements.

2.18 Co-location of Subscriber Equipment

Acacia will consider requests from Subscribers or prospective Subscribers, on a first-come, first-served basis, to co-locate their equipment at Acacia Points-of-Presence, subject to:

- 2.18.1 Acacia's current and forecasted physical space requirements, taking into account available space, at Acacia Point-of-Presence,
- 2.18.1 any applicable lease or occupancy restrictions imposed on Acacia,
- 2.18.3 the technical and operational compatibility of the Subscriber's equipment with Acacia equipment and Services,
- 2.18.4 Acacia's security and revenue requirements, and
- 2.18.5 terms and conditions to which the Subscriber contractually will commit

2.19 Systems Security

Where Subscribers are permitted access to Acacia's computer systems and data (hereinafter Systems) for the purposes of managing and maintaining their telecommunications system, they will adhere to the following:

- 2.19.1 Subscriber's may access Acacia's systems only to the extent required by and incident to the administration and management of the

Subscriber's telecommunications system

- 2.19.2 Subscribers may not disclose or use information which may be learned as a consequence of access to Acacia's Systems except as may be directly required to insure the proper operation of the Subscriber's telecommunications system. Subscribers must take all reasonable precautions to prevent any other person or entity who does not have a need to know from acquiring such information.
- 2.19.3 Subscribers shall not in any manner or form disclose, provide, or otherwise make available, in whole or in part, these Systems, documentation, any related material or any other confidential material except to those who have a need to know incident to the operation of the Subscriber's telecommunications system. These Systems remain the property of Acacia and may not be copied, reproduced or otherwise disseminated without the prior written permission of Acacia.
- 2.19.4 Subscribers shall take all reasonable precautions to maintain the confidentiality of Acacia Systems. Such precaution shall include the use of Personal Identification Numbers (PINs) and passwords selected by and known only to the Subscriber's individual authorized users. Telephone numbers and dial-up access numbers assigned to the Subscriber by Acacia, PINs or any aspect of access and sign-on methodology used to access these Systems shall not be posted or shared with others under any circumstances. Subscribers shall follow normal logoff procedures prior to leaving a terminal unattended. Subscribers should report any known, or suspected attempt by others to unauthorized access of these Systems.
- 2.19.5 In the event that a security access device assigned to a Subscriber for dial-up access is lost, stolen, or misplaced, the Subscriber must notify Acacia immediately. Access into these Systems beyond that authorized may result in civil and/or criminal penalties.

2.20 Change in Service Arrangement

When a change in Service arrangement involves the continued use by the Subscriber of Channels furnished by Acacia, installation charges do not apply to the Channels continued in use. The Minimum Service period for the Channels continued in use is determined from the Start of Service Date.

2.21 Inspection

Acacia may, upon notice, make such tests and inspections as may be necessary to maintain facilities in satisfactory condition; no interruption allowance will be granted for the time during which such tests and adjustments are made.

Issued: June 18, 1993

Effective: _____

Manager, Regulatory Affairs
Acacia Telephone & Communications Company
4200 Wisconsin Avenue Box 329
Washington D.C. 20016

2.22 Testing and Adjustment

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

2.23 Interconnection with Other Carriers

2.23.1 Service furnished by Acacia may be connected with Services or facilities of another carrier. Such interconnection may be made at Acacia POP or entrance site, at a POP of another carrier, or at the Subscriber Premises, joint user, or authorized user. Service furnished by Acacia is not part of a joint undertaking with such other carriers.

2.23.2 Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Acacia and other participating carriers shall be provided at the Subscriber's expense. Upon the Subscriber's request and acting as its authorized agent, Acacia will attempt to make the necessary arrangements for such interconnection.

2.24 Customer Provided Equipment

Subscriber Premises Circuit terminating equipment such as Channel Service units (CSU's) and Multiplexing equipment and any other terminal equipment such as telephone sets or systems shall be provided by the Subscriber and furnished and maintained at the Subscriber's expense, except as expressly provided otherwise in writing.

2.25 Restoration of Service

The use and restoration of Service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations to the extent it is applicable, which specifies the priority system for such activities.

SECTION 3 - DESCRIPTION OF SERVICE3.1 Timing of Calls

The Subscriber's long distance usage charge is based on the actual usage of Acacia's network in either minute increments or 6-second increments. Usage begins when the called party picks up the receiver. When the called party picks up is determined by hardware supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is determined when the calling party hangs up.

3.2 Volume Discounts:

Volume discounts apply to those specific Acacia Services identified herein when the Subscribers total monthly billing exceeds \$300.00.

<u>Total Monthly Volume</u>	<u>Discount %</u>
\$0-300	0
\$301-450	3
\$451-600	5
\$601-750	7
\$751-1000	9
\$1001-2000	12
\$2001-3000	15

Example:

If a Subscriber's total monthly bill is \$450 dollars, the discount is 3% or \$13.50 and the Net amount due is \$436.50

3.3 Minimum Call Completion Rate

A Subscriber can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 90% during peak use periods for all FG D services ("1+" dialing)

3.4 Service Offerings3.4.1 Advantage WATS

Advantage WATS is a flat rate, time of day sensitive direct dial long distance Service. Duration of ADWATS Calls (usage) are expressed in minute increments. All Calls are rounded to the next highest minute. For instance, a Call lasting 3 minutes and 40 seconds is billed as a 4 minute Call. Time of day

and Holiday Discounts as described in this tariff apply to the per minute usage charges stated herein in section 4. Volume discounts as described in this section of the tariff may also apply.

3.4.1.A Minimum Monthly Usage Charge: Subscribers of Advantage WATS are subject to a minimum monthly usage charge of \$8.00 per account. The intrastate usage for all Services contained in this Tariff and subscribed to by the Subscriber as well as its interstate and international usage count toward the Minimum Monthly Usage Charge. If the total monthly billing is less than \$8.00, the Subscriber is billed \$8.00. If the total monthly billing per account is more than \$8.00, the actual amount of usage is billed

3.4.2 Centurion WATS

Centurion WATS is a flat rate, time of day sensitive, Custom Multiple Service Account which allows Commercial Subscribers to combine direct dial, 800 service, calling card, as well as other services for both Intrastate and Interstate facilities. Duration of Centurion WATS Calls (usage) are expressed in 6-second increments and subject to a minimum connect time of 30 seconds. All Calls are rounded to the next highest 6 seconds. A basic feature of this Service is CASP, the Centurion Advantage Support Package. The package includes Authorization Codes, Accounting Codes, and Centurion Card Service.

3.4.2.A Minimum Monthly Usage Charge: Subscribers of Centurion WATS are subject to a minimum monthly usage charge of \$50.00 per account. Intrastate usage for all Services contained in this Tariff and subscribed to by the Centurion WATS Subscriber as well as its interstate and international usage count toward the Minimum Monthly Usage Charge. If the total monthly billing is less than \$50.00, the Subscriber is billed \$50.00. If the total monthly billing per account is more than \$50.00, the actual amount of usage is billed.

3.4.3 Public Entity VPN (Virtual Private Network)

Public Entity VPN is a Custom Multiple Service Virtual Private Network which allows Network Subscribers to combine direct dial, 800 service, calling card, as well as other services for both Intrastate and Interstate facilities. Duration of Public Entity VPN Calls (usage) are expressed in 6-second increments and subject to a minimum connect time of 30 seconds. All Calls are rounded to the next highest 6 seconds. A basic feature of this Service is CASP, the Centurion Advantage Support Package. The package includes Authorization Codes, Account Codes, and Centurion Card Service.

3.4.3.A Network Sponsor/Municipality

Entities which qualify to receive the rate afforded to the sponsoring entity include government agencies, non-profit entities and their affiliates, qualified trusts, educational facilities and associations.

3.4.3.B Network Participants

All members of the VPN not qualified by the definition of Network Sponsor.

3.4.4 Acacia 800

Acacia 800 is a direct access, incoming only, usage sensitive WATS offering. Subscribers are subject to a Minimum Monthly Usage of fifteen dollars.

3.4.5 Centurion 800

3.4.5.A Centurion 800 is a Custom Network Service which permits long distance calling from Interstate and Intrastate locations to the Subscriber's primary designated telephone number.

3.4.5.B A Long Distance Number in the format 800-NXX-XXXX which, when dialed, routes the call to a telephone number designated by the subscriber (i.e., subscriber's primary designated telephone number or an alternate telephone number as described below).

3.4.5.C Permits subscribers, while away from the primary designated telephone number to dial their Centurion service number to reach the facilities and change the call termination number to another number designated by the Subscriber.

3.4.5.D Calls may not be designated to international locations.

3.4.5.E Minimum Monthly Usage Charge: Subscribers of Centurion 800 are subject to a minimum monthly usage charge of \$25.00 per account. Intrastate usage for all Services contained in this Tariff and subscribed to by the Centurion WATS Subscriber as well as its interstate and international usage count toward the Minimum Monthly Usage Charge. If the total monthly billing is less than \$25.00, the Subscriber is billed \$25.00. If the total monthly billing per account is more than \$25.00, the actual amount of usage is billed.

3.4.6 Centurion Calling Card

The Centurion Calling Card Service permits Subscribers to make Intrastate or Interstate calls from any Continental U.S. location, and is offered on an Individual, Corporate or Group Account basis. Subscribers call an 800 access number and authorization code to gain access to Acacia's network.

3.4.7 Centurion Debit Card

The Centurion Debit Card Service permits Subscribers to make Intrastate or Interstate calls from any Continental U.S. location, and is offered on an Individual, Corporate or Group Account basis. Subscribers call an 800 access number and authorization code to gain access to Acacia's network.

3.4.8 Operator Services

Operator Service - assisted calls are timed according to section 3.1. Billing is in one minute increments and no Subscriber will be billed for an uncompleted call. This service includes the completion of collect, station to station, person to person, and credit card calls by Acacia operators and is separated into the following categories.

3.4.8 A Operator services to end users presubscribed to the Company.

All operator services to end users who have presubscribed to Acacia's services or who have a contractual or working relationship with the Company are charged the rates for operator assistance as outlined in section 4.8.1.

3.4.8 B Operator services to privately owned payphones.

Operator assistance to privately owned payphones certified by the Florida Public Service Commission will be charged according to the rates and conditions in Section 4.8.2.

3.4.9 Dedicated Service

Dedicated Service requires Customer Premise Equipment compatible with Acacia's equipment facilities. Service is provided via T-1 circuits and suitable for entities with call volume of no less than \$3000.00 monthly

SECTION 4 - RATES4.1 Advantage WATS

Per Minute Usage Charges:

<u>DAY</u>	<u>EVENING</u>	<u>NIGHT</u>
\$0.24	\$0.20	\$0.18

Installation Charge: None

4.2 Centurion WATS

Per Minute Usage Charges:

<u>PRIME</u>	<u>NON PRIME</u>
\$0.225	\$0.20

Installation Charge: None

4.3 Public Entity VPN

4.3.1 Network Sponsor - Per Minute Usage Charges:

<u>PRIME</u>	<u>NON PRIME</u>
\$0.175	\$0.175

4.3.2 Network Participant - Per Minute Usage Charges:

<u>PRIME</u>	<u>NON PRIME</u>
\$0.21	\$0.19

Installation Charge: None

4.4 Acacia 800

<u>PRIME</u>	<u>NON PRIME</u>
\$0.27	\$0.20

Installation Charge: None

4.5 Centurion 800

<u>PRIME</u>	<u>NON PRIME</u>
\$0.25	\$0.20

Redirect Charge: \$0.25

NOTE: Redirect Charge applies when Subscriber reroutes the termination of Centurion 800 Number.

Installation Charge: \$25.00

4.6 Centurion Calling Card

Access Charge Per Call: \$0.40

<u>PRIME</u>	<u>NON PRIME</u>
\$0.25	\$0.20

4.7 Centurion Debit Card

<u>PRIME</u>	<u>NONPRIME</u>
\$0.33	\$0.33

4.8 Operator Services

4.8.1 Charges for operator service from Subscriber's telephone

Station to Station	\$1.00
Person to Person	\$2.50

4.8.2 Charges for operator service from Subscriber's payphone

Station to Station	\$1.00
Person to Person	\$2.50

4.9 Exemptions and Special Rates

4.9.1 Discounts for Hearing Impaired Subscribers

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for

certain intrastate toll calls placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and the night/weekend rate during the evening rate period. Discounts do not apply to surcharges or er call add on charges for operator service when the call is placed by a method that would normally incur the surcharge.

4.92 Operator Assistance for Handicapped Persons

Operator station surcharges will be waived for operator assistance provided to a caller who identified him or herself as being handicapped and unable to dial the call because of a handicap.

4.9.3 Directory Assistance for Handicapped Persons

There is no charge for Directory Assistance for calls from handicapped persons. Such persons must contact the Company for credit on their directory assistance calls.

4.9 Special Promotional Offering

Acacia 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 subscribers or to increase subscriber awareness of a particular Tariff offering. These promotions will be approved by the FPSC with specific starting and ending dates and under no circumstances run for longer than 90 days in any 12 month period.

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

ACACIA TELEPHONE & COMMUNICATIONS COMPANY

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

ACACIA, ACACIA TELECOM

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

4200 WISCONSIN AVENUE BOX# 329 WASHINGTON D.C. 20016

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

AS OF THE DATE OF THIS APPLICATION ACACIA HAS NO FLORIDA BUSINESS ADDRESS.

7. Structure of organization;

() Individual () Corporation
() Foreign Corporation () Foreign Partnership
() General Partnership () Limited Partnership
(X) Other, BUSINESS TRUST

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

(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

ACACIA

4200 WISCONSIN AVE.
P.O. BOX 329
WASHINGTON, DC 20016
(202) 789-2929

SIGNET BANK VIRGINIA
RICHMOND, VA

1518

*TWO HUNDRED FIFTY DOLLARS AND NO CENTS

DATE
06/11/93

AMOUNT
*****250.00*

FLORIDA PUBLIC SERVICE COMMISSION
101 East Gaines Street
Tallahassee, Florida 32399-0866

TWO SIGNATURES REQUIRED IF OVER \$5,000.

PAY
TO THE
ORDER
OF

