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A PARTNERSHIP INCLUDING A PROFESSIONAL CORPORATION

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- JAMES F. MORIARTY
- MATTHEW D. EMMER
- JILL KLEPPE McCLELLAND
- STEVEN N. TEPLITZ
- PETER T. NOONE\*
- ERIN R. BERMINGHAM
- REGINA R. FAMIGLIETTI
- MARK G. JOHNSTON\*\*
- TERRI B. NATOLI\*\*\*
- RHETT D. WORKMAN\*\*\*\*
- CRAIG A. GILLEY
- MARK F. VILARDO
- PETER J. BARRETT

- \* NEW YORK AND NEW JERSEY BARS ONLY
- \*\* NEW YORK BAR ONLY
- \*\*\* VIRGINIA BAR ONLY
- \*\*\*\*PENNSYLVANIA BAR ONLY

**VIA OVERNIGHT MAIL**

Florida Public Service Commission  
 Division of Administration  
 2540 Shumard Oak Blvd.  
 Gunter Building  
 Tallahassee, FL 32399-0850

1400 SIXTEENTH STREET, N. W.  
WASHINGTON, D. C. 20036

(202) 939-7900  
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DEPOSIT TREAS. REC. DATE  
 D269 FEB 23 '96

February 20, 1996

J 21 PM 5:06  
 RECD  
 DIVISION

960223-TI

**Re: Application of Digital Network Operator Services, Inc. for Certificate of Public Convenience and Necessity**

Dear Chief Clerk:

Transmitted herewith for filing on behalf of Digital Network Operator Services, Inc. ("DNSI") are an original and six (6) copies of its application for authority to provide interexchange telecommunications service within the State of Florida. As this application was prepared and signed prior to obtaining the Commission's new Form PSC/CMU (11/95), DNSI's application is being submitted on the 11/91 version of Form PSC/CMU. The additional information regarding financial, managerial and technical capability required by Item 18.A, B and C on the new version of the form has been provided in Attachment A to the application. A proposed tariff has been included in Attachment B. As DNSI is eager to commence its Florida intrastate operations as expeditiously as possible, prompt processing of this application and tariff is hereby requested.

So that we may have proof of this filing, please date-stamp the extra copy of this letter and return it in the self-addressed, stamped envelope provided.

DOCUMENT NUMBER-DATE

02191 FEB 22 1996

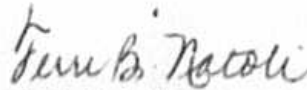
FPC-RECORDS/REPORTING

Florida Public Service Commission  
February 20, 1996  
Page 2

A check in the amount of two hundred fifty dollars (\$250.00) in payment of the requisite filing fee is enclosed.


If there are any questions, kindly communicate directly with the undersigned counsel at (202) 939-7900.

Sincerely,



Terri B. Natoli  
Mitchell F. Brecher  
Counsel for  
*Digital Network Operator Services, Inc.*

TBN/aml/34663



APPLICATION FORM  
FOR AUTHORITY TO  
PROVIDE  
INTEREXCHANGE  
TELECOMMUNICATION  
SERVICE WITHIN THE  
STATE OF FLORIDA

**\*\* 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

1. This is an application for (check one):

- Original Authority** (New company).
- Approval of Transfer** (To another certificated company).
- Approval of Assignment of existing certificate** (To a noncertificated company).
- Approval for transfer of control** (To another certificated company).

2. Select what type of business your company will be conducting (check all that apply):

- Facilities based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
- Operator Service Provider** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- Reseller** - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
- Switchless rebiller** - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
- Multi-Location Discount Aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers. Then offers the resold service by enrolling unaffiliated customers.

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

Digital Network Services, Inc. ("DNSI")

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

Digital Network Operator Services, Inc.

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

Digital Network Services, Inc.

400 E Centre Park, Suite 100

DeSoto, TX 75115-8802

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

CT Corporation System

1200 S. Pine Island Rd.

Plantation, Florida 33324

7. Structure of organization;

- |                                              |                                                 |
|----------------------------------------------|-------------------------------------------------|
| <input type="checkbox"/> Individual          | <input checked="" type="checkbox"/> Corporation |
| <input type="checkbox"/> Foreign Corporation | <input type="checkbox"/> Foreign Partnership    |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership    |
| <input type="checkbox"/> Other, _____        |                                                 |

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

N/A

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

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

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

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

9. If incorporated, please give:

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

See attached Exhibit A

Corporate charter number:

- (b) Name and address of the company's Florida registered agent.  
CT Coporation System  
1200 S. Pine Island Rd. Plantation, FL. 33324
- (c) Provide proof of compliance with the fictitious name statute (Chapter 865.09 FS), if applicable.

Fictitious name registration number: F96000000690

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

(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. N/A

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

- (a) The application; Terri B. Natoli  
Mitchell F. Brecher  
Fleischman and Walsh, L.L.P., Suite 600  
Washington, DC 20036 (202) 939-7900
- (b) Official Point of Contact for the ongoing operations of the company;  
Eric D. Brown, President  
Digital Network Services, Inc.  
400 E. Centre Park, Suite 100  
DeSoto, TX 75115-8802

- (c) Tariff;  
Eric D. Brown, President  
Digital Network Services, Inc.  
400 E. Centre Park, Suite 100, DeSoto, TX 75115-8802
- (d) Complaints/Inquiries from customers;  
Same as above

11. List the states in which the applicant:

- (a) Has operated as an interexchange carrier. (INTRASTATE) \*  
\* Applicant operates as an interstate interexchange carrier in all 48 states.  
Kansas, Arkansas, Texas, Missouri, Oklahoma, New Jersey, Michigan, Utah
- (b) Has applications pending to be certificated as an interexchange carrier.  
Illinois, Georgia, New York, Oklahoma
- (c) Is certificated to operate as an interexchange carrier.  
Kansas, Arkansas, Missouri, Texas, New Jersey
- (d) Has been denied authority to operate as an interexchange carrier and the circumstances involved.  
None
- (e) Has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.  
None
- (f) Has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.  
None

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

- ( ) Facilities. (X) Operators.
- ( ) Billing and Collection. ( ) 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 14 (To whom, what amount, type of franchise, etc.).

Commissions will be paid to marketing agents

16. Who will receive the bills for your service (Check all that apply)?

- Residential customers.  Business customers.
- PATS providers.  PATS station end-users.
- Hotels & motels.  Hotel & motel guests.
- Universities.  Univ. dormitory residents.
- Other: (specify) \_\_\_\_\_.

17. Please provide the following (if applicable):

- (a) Will the name of your company appear on the bill for your services, and if not who will the billed party contact to ask questions about the bill (provide name and phone number) and how is this information provided?

Yes

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

OAN Services, Inc.  
775 Haskell Avenue  
Van Nys, California 91406

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).

See attached tariff

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

MTS with distance sensitive per minute rates  
 Method of access is FGA  
 Method of access is FGB  
 Method of access is FGD  
 Method of access is 800

MTS with route specific rates per minute  
 Method of access is FGA  
 Method of access is FGB  
 Method of access is FGD  
 Method of access is 800

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

Method of access is FGA  
 Method of access is FGB  
 Method of access is FGD  
 Method of access is 800

MTS for pay telephone service providers

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

800 Service (Toll free)

WATS type service (Bulk or volume discount)  
 Method of access is via dedicated facilities  
 Method of access is via switched facilities

Private Line services (Channel Services)  
(For ex. 1.544 mbs., DS-3, etc.)

Travel Service  
 Method of access is 950  
 Method of access is 800

900 service

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

**Services included are:**

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

20. What does the end user dial for each of the interexchange carrier services that were checked in services included (above).
1. 1 + area code + number to be reached
  2. 1 + 800 + access number + authorization code + area code and number to be reached
  3. 0 + area code + number to be reached
  4. "0"

21.  Other:

- 0- transfer service  
Translation service

**ATTACHMENTS:**

- A - CERTIFICATE TRANSFER STATEMENT  
B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS  
C - INTRASTATE NETWORK  
APPLICANT ACKNOWLEDGEMENT STATEMENT  
D - FLORIDA TELEPHONE EXCHANGES and EAS ROUTES  
E - GLOSSARY

**\*\* APPENDIX A \*\***

**CERTIFICATE TRANSFER STATEMENT**

N/A

I, (TYPE NAME) \_\_\_\_\_,  
(TITLE) \_\_\_\_\_, of (NAME OF COMPANY)  
\_\_\_\_\_, and current  
holder of certificate number \_\_\_\_\_, have reviewed  
this application and join in the petitioner's request for a  
transfer of the above-mention certificate.

**UTILITY OFFICAL:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone No.

**\*\* 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.)

**UTILITY OFFICIAL:**

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Date

Eric D. Brown  
\_\_\_\_\_

President  
\_\_\_\_\_

Title

  
\_\_\_\_\_  
Telephone No.

**\*\* APPENDIX C \*\***

**INTRASTATE NETWORK**

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

1) Owned 2)  
400 E. Centre Park  
Suite 100  
DeSoto, TX 75115-8802

3) 4)

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

1) Owned -HARRIS 20/20 2)  
LX  
400 E. Centre Park  
Suite 100  
DeSoto, TX 75115-8802

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) <u>POP-to-POP</u>	<u>TYPE</u>	<u>OWNERSHIP</u>
2) Microwave, Fiber or Satellite	Leased	Authorized Facilities- Based or Resale Carriers

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).

All Exchanges

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). Since DNSI will acquire its transmission facilities from other facilities-based IXC's such as AT&T, Wiltel, Sprint and MCI, which are certificated by the Florida PSC and required to comply with EAEA requirements contained in 25-24.47(4)(a), DNSI's service will be in compliance also.

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

a) What services have been provided and when did these services begin?

N/A

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

N/A

UTILITY OFFICIAL:

  
\_\_\_\_\_  
Signature

10/27/95  
\_\_\_\_\_  
Date

Eric D. Brown  
\_\_\_\_\_

President  
\_\_\_\_\_

Title

1-800-367-4070  
\_\_\_\_\_  
Telephone No.

**\*\* 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. **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 AAV service.
6. **ACCURACY OF APPLICATION:** By my signature below, I the undersigned owner or officer of the named utility in the application, attest to the accuracy of the information contained in this application and associated attachments. I have read the foregoing and declare that to the best of my knowledge and belief, the information is a true and correct statement. Further, I am aware that pursuant to Chapter 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree.

**UTILITY OFFICIAL:**

  
Signature

10/27/95  
Date

Eric D. Brown

President

Title

1-800-367-4070  
Telephone No.



\*\* 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).

\*\* FLORIDA EAS FOR MAJOR EXCHANGES \*\*

<u>Extended Service Area</u>	<u>with</u>	<u>These Exchanges</u>
PENSACOLA:		Cantonment, Gulf Breeze Pace, Milton Holley-Navarre.
PANAMA CITY:		Lynn Haven, Panama City Beach, Youngstown-Fountain and Tyndall AFB.
TALLAHASSEE:		Crawfordville, Havana, Monticello, Panacea, Sopchoppy and St. Marks.
JACKSONVILLE:		Baldwin, Ft. George, Jacksonville Beach, Callahan, Maxville, Middleburg Orange Park, Ponte Vedra and Julington.
GAINESVILLE:		Alachua, Archer, Brooker, Hawthorne, High Springs, Melrose, Micanopy, Newberry and Waldo.
OCALA:		Belleview, Citra, Dunnellon, Forest Lady Lake (B21), McIntosh, Oklawaha, Orange Springs, Salt Springs and Silver Springs Shores.

\*\* FLORIDA EAS MAJOR EXCHANGES CONTINUE \*\*

DAYTONA BEACH:	New Smyrna Beach.
TAMPA:	CentralNone EastPlant City NorthZephyrhills SouthPalmetto WestClearwater
CLEARWATER:	St. Petersburg, Tampa-West and Tarpon Springs.
ST. PETERSBURG:	Clearwater.
LAKELAND:	Bartow, Mulberry, Plant City, Polk City and Winter Haven.
ORLANDO:	Apopka, East Orange, Lake Buena Vista, Oviedo, Windermere, Winter Garden, Winter Park, Montverde, Reedy Creek, and Oviedo-Winter Springs.
WINTER PARK:	Apopka, East Orange, Lake Buena Vista, Orlando, Oviedo, Sanford, Windermere, Winter Garden, Oviedo-Winter Springs Reedy Creek, Geneva and Montverde.
TITUSVILLE:	Cocoa and Cocoa Beach.
COCOA:	Cocoa Beach, Eau Gallie, Melbourne and Titusville.
MELBOURNE:	Cocoa, Cocoa Beach, Eau Gallie and Sebastian.
SARASOTA:	Bradenton, Myakka and Venice.
FT. MYERS:	Cape Coral, Ft. Myers Beach, North Cape Coral, North Ft. Myers, Pine Island, Lehigh Acres and Sanibel-Captiva Islands.

\*\* FLORIDA EAS MAJOR EXCHANGES CONTINUE \*\*

NAPLES:	Marco Island and North Naples.
WEST PALM BEACH:	Boynton Beach and Jupiter.
POMPANO BEACH:	Boca Raton, Coral Springs, Deerfield Beach and Ft. Lauderdale.
FT. LAUDERDALE:	Coral Springs, Deerfield Beach, Hollywood and Pompano Beach.
HOLLYWOOD:	Ft. Lauderdale and North Dade.
NORTH DADE:	Hollywood, Miami and Perrine.
MIAMI:	Homestead, North Dade and Perrine

FLORIDA TELEPHONE EXCHANGES

PERSON COMPLETING FORM	SIGNATURE			DATE		
Alachua.....	Cherry Lake.....	Ft. Meade.....	Jacksonville.....	Melbourne.....	Panama City.....	Spring Lake.....
Alford.....	Chiefland.....	Ft. Myers.....	Jacksonville Bch..	Melrose.....	Panama City Beach..	Starke.....
Alligator Point...	ChIPLEY.....	Ft. Myers Beach...	Jasper.....	Miami.....	Paxton.....	Stuart.....
Altha.....	Citra.....	Ft. Pierce.....	Jay.....	Micanopy.....	Pensacola.....	Sugarloaf Key.....
Apalachicola.....	Clearwater.....	Ft. Walton Beach...	Jennings.....	Middleburg.....	Perrine.....	Sunny Hills.....
Apopka.....	Clermont.....	Ft. White.....	Jensen Beach.....	Milton.....	Perry.....	Tallahassee.....
Arcadia.....	Clewiston.....	Freeport.....	Julington.....	Molina.....	Pierson.....	Tampa.....
Archer.....	Cocoa.....	Frostproof.....	Jupiter.....	Monticello.....	Pine Island.....	Tarpon Springs....
Astor.....	Cocoa Beach.....	Gainesville.....	Keaton Beach.....	Montverde.....	Plant City.....	Tavares.....
Park.....	Coral Springs.....	Genova.....	Kenansville.....	Moore Haven.....	Polk City.....	The Beaches.....
.....	Cottontale.....	Glendale.....	Key Largo.....	Mount Dora.....	Pomona Park.....	Titusville.....
Baldwin.....	Crawfordville....	Graceville.....	Key West.....	Mulberry.....	Pompano Beach.....	Tranton.....
Bartow.....	Crescent City.....	Grand Ridge.....	Keystone Heights..	Manson.....	Ponce De Leon.....	Trilacoochee.....
Belle Glade.....	Crestview.....	Green Cove Spa....	Kingsley Lake.....	Myakka.....	Ponte Vedra Beach..	Tyndall AFB.....
Belleview.....	Cross City.....	Greensboro.....	Kissimmee.....	Naples.....	Port Charlotte....	Umatilla.....
Beverly Hills....	Crystal River....	Greenville.....	La Belle.....	New Port Richey...	Port St Joe.....	Valparaiso.....
Big Pine.....	Dade City.....	Greenwood.....	Lady Lake.....	New Smyrna Beach..	Port St Lucie.....	Venice.....
Blountstown.....	Daytona Beach....	Gretns.....	Lake Buena Vista..	Newberry.....	Punta Gorda.....	Vernon.....
Boca Grande.....	Debery.....	Groveland.....	Lake Butler.....	North Cape Coral..	Quincy.....	Vero Beach.....
Boca Raton.....	Deerfield Beach..	Gulf Breeze.....	Lake City.....	North Dade.....	Raiford.....	Waldo.....
Bonifay.....	Defuniak Springs..	Haines City.....	Lake Placid.....	North Fort Myers..	Reedy Creek.....	Walnut Hill.....
Bonita Springs....	Deland.....	Hastings.....	Lake Wales.....	North Key Largo...	Reynolds Hill.....	Wauchoula.....
Bowling Green....	DeLeon Springs...	Havana.....	Lakeland.....	North Naples.....	St. Augustine.....	Weekiwachee Spa...
Boynton Beach....	Delray Beach.....	Heathorne.....	Laurel Hill.....	North Port.....	St. Cloud.....	Welaka.....
Bradenton.....	Destin.....	High Springs.....	Lawtey.....	Oak Hill.....	St. Marks.....	Wellborn.....
Branford.....	Douling Park.....	Hilliard.....	Lee.....	Ocala.....	St. Petersburg....	West Kissimmee....
Bristol.....	Dunnellon.....	Hobe Sound.....	Leesburg.....	Okeechobee.....	Salt Springs.....	West Palm Beach...
.....	East Orange.....	Holley Navarre...	Lehigh Acres.....	Oklawaha.....	San Antonio.....	Westville.....
Brooker.....	Eastpoint.....	Hollywood.....	Live Oak.....	Old Town.....	Sanderson.....	Wewahitchka.....
Brooksville.....	Eau Gallie.....	Homestead.....	Lynn Haven.....	Orange City.....	Sanford.....	White Springs.....
Bunnell.....	Englewood.....	Homoseasa Springs..	Luraville.....	Orange Park.....	Sanibel-Captive...	Wildwood.....
Bushnell.....	Eustis.....	Hosford.....	MacClenney.....	Orange Springs....	Santa Rosa Beach..	Williston.....
Callahan.....	Everglades.....	Howey.....	Madison.....	Orlando.....	Sarasota.....	Windermere.....
Cantonment.....	Fernandina Beach..	Hudson.....	Malone.....	Oviedo.....	Seagrave Beach....	Winter Garden....
Cape Coral.....	Flagler Beach....	Immokalee.....	Marathon.....	Pace.....	Sebastian.....	Winter Haven.....
Cape Haze.....	Florahome.....	Indian Lake.....	Marco Island.....	Pahokee.....	Sebring.....	Winter Park.....
Carrabelle.....	Flie Boys Ranch...	Indiantown.....	Marianne.....	Palatka.....	Shalimar.....	Yankeetown.....
Cedar Keys.....	Forest.....	Interlachen.....	Maxville.....	Palm Coast.....	Silver Spa,Shores..	Youngstown-Fount..
Century.....	Ft. George.....	Inverness.....	Mayo.....	Palmetto.....	Sneeds.....	Yulee.....
Chattahoochee....	Ft. Lauderdale....	Islamorada.....	McIntosh.....	Panacea.....	Sopchoppy.....	Zephyrhills.....
						Zolfo Springs....

**\*\* APPENDIX E \*\***

**\*\* GLOSSARY \*\***

**ACCESS CODE:** The term denotes a uniform four or seven digit code assigned to an individual IXC. The five digit code has the form 10XXX and the seven digit code has the form 950-10XX.

**BYPASS:** Transmission facilities that go direct from the local exchange end user to an IXC point of presence, thus bypassing the local exchange company.

**CARRIERS CARRIER:** An IXC that provides telecommunications service, mainly bulk transmission service, to other IXC only.

**CENTRAL OFFICE:** A local operating unit by means of which connections are established between subscribers' lines and trunk or toll lines to other central offices within the same exchange or other exchanges. Each three (3) digit central office code (NXX) used shall be considered a separate central office unit.

**CENTRAL OFFICE CODE:** The term denotes the first three digits (NXX) of the seven (7) digit telephone number assigned to a customer's telephone exchange service.

**COMMISSION:** The Florida Public Service Commission.

**COMPANY, TELEPHONE COMPANY, UTILITY:** These terms may be used interchangeably herein and shall mean any person, firm, partnership or corporation engaged in the business of furnishing communication service to the public under the jurisdiction of the Commission.

**DEDICATED FACILITY:** The term denotes a transmission circuit which is permanently for the exclusive use of a customer or a pair of customers.

**END USER:** The term denotes any individual, partnership, association, corporation, governmental agency or any other entity which (A) obtains a common line, uses a pay telephone or obtains interstate service arrangements in the operating territory of the company or (B) subscribes to interstate services provided by an IXC or uses the services of the IXC when the IXC provides interstate service for its own use.

**EQUAL ACCESS EXCHANGE AREAS:** EAEA means a geographic area, configured based on 1987 planned toll center/access tandem areas, in which local exchange companies are responsible for providing equal access to both carriers and customers of carriers in the most economically efficient manner.

**EXCHANGE:** The entire telephone plant and facilities used in providing telephone service to subscribers located in an exchange area. An exchange may include more than one central office unit.

**EXCHANGE (SERVICE) AREA:** The territory, including the base rate suburban and rural areas served by an exchange, within which local telephone service is furnished at the exchange rates applicable within that area.

**EXTENDED AREA SERVICE:** A type of telephone service furnished under tariff provision whereby subscribers of a given exchange or area may complete calls to, and receive messages from, one or more other contiguous exchanges without toll charges, or complete calls to one or more other exchanges without toll message charges.

**FACILITIES BASED:** An IXC that has its own transmission and/or switching equipment or other elements of equipment and does not rely on others to provide this service.

**FOREIGN EXCHANGE SERVICES:** A classification of exchange service furnished under tariff provisions whereby a subscriber may be provided telephone service from an exchange other than the one from which he would normally be served.

**FEATURE GROUPS:** General categories of unbundled tariffs to stipulate related services.

**Feature Group A:** Line side connections presently serving specialized common carriers.

**Feature Group B:** Trunk side connections without equal digit or code dialing.

**Feature Group C:** Trunk side connections presently serving AT&T-C.

**Feature Group D:** Equal trunk access with subscription.

**INTEREXCHANGE COMPANY:** means any telephone company, as defined in Section 364.02(4), F.S. (excluding Payphone Providers), which provides telecommunication service between exchange areas as those areas are described in the approved tariffs of individual local exchange companies.

**INTER-OFFICE CALL:** A telephone call originating in one central office unit or entity but terminating in another central office unit or entity both of which are in the same designated exchange area.

**INTRA-OFFICE CALL:** A telephone call originating and terminating within the same central office unit or entity.  
FORM PSC/CMU 31 (11/91)

**INTRASTATE COMMUNICATIONS:** The term denotes any communications in Florida subject to oversight by the Florida Public Service Commission as provided by the laws of the State.

**INTRA-STATE TOLL MESSAGE:** Those toll messages which originate and terminate within the same state.

**LOCAL ACCESS AND TRANSPORT AREA:** LATA means the geographic area established for the administration of communications service. It encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

**LOCAL EXCHANGE COMPANY (LEC):** Means any telephone company, as defined in Section 364.02(4), F.S., which, in addition to any other telephonic communication service, provides telecommunication service within exchange areas as those areas are described in the approved tariffs of the telephone company.

**OPTIONAL CALLING PLAN:** An optional service furnished under tariff provisions which recognizes a need of some subscribers for extended area calling without imposing the cost on the entire body of subscribers.

**900 SERVICE:** A service similar to 800 service, except this service is charged back to the customer based on first minute plus additional minute usage.

**PIN NUMBER:** A group of numbers used by a company to identify their customers.

**PAY TELEPHONE SERVICE COMPANY:** Means any telephone company, other than a Local Exchange Company, which provides pay telephone service as defined in Section 364.335(4), F.S.

**POINT OF PRESENCE (POP):** Bell-coined term which designates the actual (physical) location of an IXC's facility. Replaces some applications of the term "demarcation point."

**PRIMARY SERVICE:** Individual line service or party line service.

**RESELLER:** An IXC that does not have certain facilities but purchases telecommunications service from an IXC and then resells that service to others.

**STATION:** A telephone instrument consisting of a transmitter, receiver, and associated apparatus so connected as to permit sending and/or receiving telephone messages.

**SUBSCRIBER, CUSTOMER:** These terms may be used interchangeably herein and shall mean any person, firm, partnership, corporation, municipality, cooperative organization, or governmental agency supplied with communication service by a telephone company.

**SUBSCRIBER LINE:** The circuit or channel used to connect the subscriber station with the central office equipment.

**SWITCHING CENTER:** Location at which telephone traffic, either local or toll, is switched or connected from one circuit or line to another. A local switching center may be comprised of several central office units.

**TRUNK:** A communication channel between central office units or entities, or private branch exchanges.



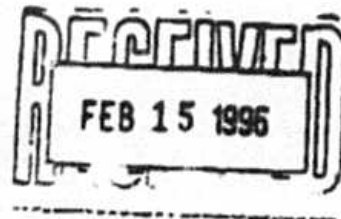
**EXHIBIT A**



**FLORIDA DEPARTMENT OF STATE**  
**Sandra B. Mortham**  
Secretary of State

February 12, 1996

**ROBERT E. HAYMOND**  
**DIGITAL NETWORK SERVICES, INC.**  
400 CENTRE PARK, SUITE 100  
DESOTO, TX 75115-8802



Qualification documents for DIGITAL NETWORK SERVICES, INC. doing business in Florida as DIGITAL NETWORK OPERATOR SERVICES, INC. were filed on February 12, 1996, and assigned document number F96000000690. Please refer to this number whenever corresponding with this office.

Your corporation is now qualified and authorized to transact business in Florida as of the file date.

The certification you requested is enclosed.

A corporation annual report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please telephone (904) 487-6091, the Foreign Qualification/Tax Lien Section.

**Hart Collins**  
Senior Corporate Section Administrator  
Division of Corporations

Letter Number: 996A00006076

**ATTACHMENT A**

**FINANCIAL, MANAGERIAL and TECHNICAL QUALIFICATIONS**

18A. Financial Capability

Attached hereto as Exhibit I is a copy of DNSI's Balance Sheet and Income Statement for Year-End 1994. (DNSI, as a corporate entity, was created in 1993, therefore, a retained earnings statement for a three year period is not available.) DNSI does not have audited financial statements. As a result, the financial statements provided herein have been signed as required by Mr. Eric Brown, DNSI's chief executive officer, who also serves as its chief financial officer. Through this signature, Mr. Brown affirms that these financial statements are true and correct.

DNSI is in the process of preparing its year-end 1995 financial statements and will provide these to the Commission as soon as available if requested.

Exhibit 1 to Attachment A

# Digital Network Services, Inc.

Eric D. Brown, President = Premier Operator Services = Nationwide Long Distance Services = Teleconferencing  
DNSI Building, Suite 100, 400 East Centre Park Blvd., DeSoto, TX 75115-8802  
Office: 214 224-3000 or 1 800 DNSI-070 = FAX: 214 224-4222 or 1 800 962-4561

## STATEMENT OF INCOME AND EXPENSES FOR CALENDAR YEAR 1994

### INCOME

Basic	1,499,373
Other Services	11,783

Total Income 1,511,156

### EXPENSES

#### Operating Expenses:

Circuit Charges	344,961	
Operator Services	173,580	518,541

IXC Compensation 485,153

#### Gen/Admin Expenses

Salaries/Wages	94,183	
Office	9,238	
Dues/Subscriptions	6,041	
Communications	18,140	
Utilities	2,401	
Auto/Travel	8,468	
Professional Services	154,002	
Leases	20,239	
Taxes	5,063	
Insurance	20,685	
Contributions	11,063	
Miscellaneous	2,733	352,256

Total Expenses 1,355,950

NET PROFIT/LOSS 155,206

Eric D. Brown  
PRES / CFO

# Digital Network Services, Inc.

Eric D. Brown, President = Premier Operator Services = Nationwide Long Distance Services = Teleconferencing  
DNSI Building, Suite 100, 400 East Centre Park Blvd., DeSoto, TX 75115-8802  
Office: 214 224-3000 or 1 800 DNSI-070 = FAX: 214 224-4222 or 1 800 962-4561  
Internet: dnsi@airmail.net

## BALANCE SHEET

AS OF DECEMBER 31, 1994

### ASSETS

CASH IN BANK	343,768
ACCOUNTS RECEIVABLE	13,361
SHORT TERM LOANS RECEIVABLE	57,081
FIXED ASSETS	19,747
	<hr/>
TOTAL ASSETS	433,957
	=====

### LIABILITIES & NET EQUITY

CURRENT LIABILITIES	
ACCOUNTS PAYABLE	38,777
ACCRUED EXPENSES	238,974
	<hr/>
TOTAL CURRENT LIABILITIES	277,751
	<hr/>
SHAREHOLDER EQUITY	
COMMON STOCK	1,000
	<hr/>
RETAINED EARNINGS	155,206
	<hr/>
SHAREHOLDERS' NET EQUITY	156,206
	<hr/>
TOTAL LIABILITIES AND & NET EQUITY	433,957
	=====

*Eric D. Brown*  
President/CFO

18B and C. Managerial and Technical Capability

DNSI has an experienced and effective management team with several years of experience in the telecommunications industry. It maintains a highly qualified staff of customer service representatives, accessible by an 800 number, to answer any questions about its service.

Exhibit 2 contains the resumes of DNSI's officers and key staff reflecting both their managerial and technical expertise.



Exhibit 2 to Attachment A

## RESUME - SYNOPSIS

Eric D. Brown  
DNSI Building, Suite 100  
400 E. Centre Park Blvd.  
DeSoto, TX 75115-8802  
(214) 224-3000

### Experience Highlights for Eric D. Brown:

Sept. 1993 until  
Present

President, Digital Network Services, Inc., a Nevada Corporation  
Founded DNSI, a full service Interexchange Carrier serving all 48 states with and residence and business long distance services.

May, 1993 until  
Present

Council Member, Place #4, City of Glenn Heights, Texas  
This is an elected office as a Council Member, serving residents of the City of Glenn Heights, Texas.

June, 1980 until  
Present

Eric D. Brown, d/b/a Digital Network Services; In January, 1990, when this company was incorporated as DNS, Inc., a Texas Corporation. Provided Network Engineering Consulting Services to long distance telephone companies nationally, and programming services to Mitel and Harris PBX Customers. Specialized in lowering network costs for companies and reconciliation of carrier bills of customers.

Sept., 1979 until  
June, 1980

General Manager, Communications Division, HRS, Inc., Phoenix, AZ  
Started an interconnect telephone division for a construction company.

August, 1977 until  
Sept., 1979

Founded "Eric D. Brown and Associates", a consulting firm for large companies in California. Provided network consulting services and PBX Least-Cost-Routing services using Foreign Exchange Lines.

Sept., 1975 until  
August, 1977

MCI Telecommunications, Phoenix, AZ. Opened the Phoenix and Tucson markets for MCI as Sales Manager of the Execunet product line as well as private line services, coast to coast. Provided customer services for all MCI customers in Arizona.

June, 1970 until  
September, 1975 President, The Telephone Company of California, Costa Mesa, CA  
Founded and Operated one of the first Interconnect companies in  
California, serving businesses with private telephone systems.

September, 1964 until  
June, 1970 President, Telemonitor, Incorporated, Costa Mesa, CA  
Invented and patented a device for telephone switchboards that  
monitored and amplified conference calls. At the end of each call  
this device signaled the operator that the call had completed. This  
device eliminated the need for operators to "monitor" calls to see if  
they were still talking.

August, 1962 until  
September, 1964 Final Test Inspector, Litton Systems, Inc., Woodland Hills, CA  
Provided final acceptance test inspection of Inertial Navigation  
Systems prior to shipment to the Navy and the Air Force.

June, 1961 until  
August, 1962 Frameman and Central Office Repairman, Pacific Telephone and  
Telegraph Company, a division of AT&T.

## RESUME

*Marvin Ray McCroy*

1003 Essex Drive  
Cedar Hill, TX 75104  
214-293-8446

## EDUCATION

High School

Jackson High  
Jackson Tenn  
Graduated June 1960

College

Memphis State  
El Centro Dallas Tx  
Marketing Major

Special

Dale Carnegie Sales Training  
Zig Ziglar  
Internet Marketing Institute

## WORK HISTORY

1962-1977

W.O. Bankston Olds-Linc-Merc  
Asst' Service & Parts Director  
Manager of 100 unit rental department  
Managed tire company doing 150K per annum

1977-1991

Fred Oakley Chrysler Ply  
Service & Parts Director

1991-1993

Freedom Enterprises  
Owner  
A marketing company grossing 450K per annum

1993-Present

D. N. S. I.  
VP Of Marketing & Sales

Resume/Synopsis

Oliver W. Howard, Jr.

Present: Vice President Management Information Systems:

**Responsible for maintenance of Southwestern Bell and GTE Circuits for Intra and Inter State calls. Management of traffic interface between the operator service center and billing and collection services. Maintain and upgrade all management information and collection services as necessary.**

**1990-1993: DNS, Inc. Operations and Financial Officer responsible for all organizational and financial planning.**

**1989-1990: U.S. Operators, Inc. Treasurer, Chief Financial Officer. Long distance operator service provider companies located in Dallas, Texas. Responsibility included acquisition and consolidation of physical plant and facilities.**

**1985-1988: President, Detomis, Inc. - A computer systems integration company developing integrated telephone operator interfaces for the telecommunications industry. Also developed a national data communications network for national air freight carrier and voice communications for automated fax transmission.**

**1979-1985: Officer and Senior Partner - Smith Howard and Gray, P.C. - Professional responsibilities included administration of tax department of account firm employing 22 professionals and 8 clerical staff. Co-ordinated tax compliance functions for all types of federal and state tax return filings.**

**1971-1979: Vice President-Trust Department - First National Bank in Dallas. Provided special services to corporate trust customers affecting ESOP, TRASOP and profit sharing accounts.**

**ROBERT E. HAYMOND**  
P.O. Box 380811  
Duncanville, Texas 75138  
(214) 291-2152

**EDUCATION:** B.S. MICHIGAN TECHNOLOGICAL UNIVERSITY  
Major: **Economics**; Minor: **Industrial Engineering and Marketing**

UNIVERSITY OF WASHINGTON  
**Advanced Management Program**

STANFORD UNIVERSITY  
**International Finance & Transportation Management**

**SUMMARY:** Over 25 years successful experience encompassing organizational and facility planning and operation; Capital equipment justification and overhead cost structure development; Labor-management negotiation and arbitration; Implementation of marketing strategies, sales planning, new product development and introduction.

**PROFESSIONAL  
EXPERIENCE:**

1994 to present **Vice President- Finance, DIGITAL NETWORK SERVICES, INC.**  
Financial Officer for all legal aspects of the organization including incorporation, foreign incorporation and tariff preparation for Public Utility Commissions and FCC approvals and certifications.

1992 - July 1994 **Administrative Director, EYECARE ASSOCIATES OF TEXAS, P.A.**  
Responsible for all financial and contractual aspects of administration including physician recruitment, 401-K trusteeship, consortium contracting and independent contracting with managed care organizations.

1990 - 1992 **Vice President, Marketing, BARRACUDA TECHNOLOGIES**  
Reorganized North and South American marketing and sales effort to recapture market share and improve profitability. Major elements of this assignment encompassed the establishment of effective customer relations, inside sales and import and export groups. Regional distribution systems were redefined to eliminate redundancy and over-lap. Effective volume incentive pricing structures were established which increased plant productivity and significantly improved delivery commitments. Improved interaction between other Scandinavian, Australian and European divisions, substantially improved lead times reducing shipping and inventory costs by an average of 38%. U.S. market share improve 15% and sales increased 16% in 1991. Year end sales in 1992 improved an additional 18%.

1988 - 1990

**Vice President Operations, BARRACUDA TECHNOLOGIES**

New plant start-up requiring F.A.A. certification and MIL-I-45208 approvals. Successful O.E.M. parts manufacturer for Boeing, American Airlines and General Dynamics. Simultaneously began facilitation and start-up of the only rigid P.V.C. foam plant in the Western Hemisphere.

1981 - 1988

**Director of Operations, ARES, INC.**

Planned and received approval for production readiness of a major weapons system for the U.S. Marine Corps - Rapid Deployment Force. This program plan encompassed initial system qualification criteria through life cycle costing for peacetime or conflict situations. NATO and F.M.S. weapon system negotiations/contracting. **Program Manager** for Middle classified S.D.I. programs - DOD and DOE clearances. Received qualification, through U.S. Airforce sponsorship, a MIL-Q-9858-A approval for the manufacture of DOD production hardware.

1978-1981

**Plant Manager, INTERNATIONAL CAR (Division of PACCAR)**

Planned, organized and implemented a profit improvement program which turned a \$1.6 million loss into a \$1.2 million profit within two years. Labor costs were reduced 20% with production schedules increased to 125% resulting in a net profit of 18%.

1976 - 1978

**Plant Manager, WAGNER MINING (Division of PACCAR)**

Directed 500 employees in various manufacturing tasks including manufacturing, production engineering, industrial engineering, purchasing and production control. Efforts included facility expansion to double mining vehicle output in a 24 month period. Sale revenues increased from \$35 million to \$70 million during this period.

1969 - 1976

**General Plant Superintendent, PACIFIC CAR AND FOUNDRY  
(Division of PACCAR)**

Directed 1900 hourly and salaried personnel. Responsible for schedule, quality, cost control, labor planning and estimating. Margin contribution exceeded 62% and overhead costs were maintained at a  $\pm$  .5% variance on budgets of 4 million per month.

1963 - 1969

**Jr. Executive Training Program, CHEVROLET ENGINE (Division of  
GENERAL MOTORS)**

Intensive training encompassing UAW - labor negotiations, methods and time study analysis, plant layout, production supervision and mechanical engineering.

**PROFESSIONAL  
ORGANIZATIONS:**

- ◆ Society for Manufacturing Engineering
- ◆ Society for Advancement of Materials and Process Engineering

Margaret S. Brown  
400 E. Center Park Blvd, #100  
DeSoto, TX 75115-8802

**WORK EXPERIENCE:**

1970 thru 1972	State of Arizona/Unemployment/Tribunal Section position: Clerk/Steno I
1977 thru 1980	HRS, Inc. (Construction) position: Administrative Assistant
1990 thru 1992	DNS, Inc. position: Administrative Assistant
1993 thru 1994	Digital Network Services, Inc. position: Administrative Assistant

**EDUCATION:**

1970	High School Graduate/Agua Fria/Avondale, AZ
1989 thru 1991	College Student/Paradise Valley, AZ
1991 thru 1992	College Student/Mtn. View, TX

**CABILITIES:**

- 1) Experienced in coordinating many projects and followup between various departments and officers of a company.
- 2) Experienced in managing the needs of a company.



**ATTACHMENT B**

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff describes generally the regulations and rates applicable to the provision of operator services and interexchange service between points within the State of Florida. Service is provided by Digital Network Operator Services, Inc. (DNSI) with principle offices at 400 Centre Park Boulevard, Suite 100, DeSoto, Texas 75115-8802. 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.

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ISSUED: February 20, 1996

EFFECTIVE: \_\_\_\_\_

ISSUED BY:

Eric Brown  
President & CEO  
Digital Network Operator Services, Inc.  
400 E. Centre Park Boulevard, Suite 100  
DeSoto, Texas 75115-8802

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Check Sheet

Sheets 1 through 34 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>Page No.</u>	<u>Revision</u>
Title Sheet	Original
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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ISSUED: February 20, 1996

EFFECTIVE: \_\_\_\_\_

ISSUED BY:

Eric Brown  
President & CEO  
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400 E. Centre Park Boulevard, Suite 100  
DeSoto, Texas 75115-8802

<u>Page No.</u>	<u>Revision</u>
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original
26	Original
27	Original
28	Original
29	Original
30	Original
31	Original
32	Original
33	Original
34	Original

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ISSUED: February 20, 1996

EFFECTIVE: \_\_\_\_\_

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President & CEO  
Digital Network Operator Services, Inc.  
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DeSoto, Texas 75115-8802

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TABLE OF CONTENTS

	<u>Page No.</u>
Title Sheet . . . . .	1
Check Sheet . . . . .	2
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Symbols . . . . .	5
Tariff Format . . . . .	6
Section 1: Technical Terms and Abbreviations . . . . .	8
Section 2: Rules and Regulations . . . . .	14
Section 3: Description of Service . . . . .	25
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ISSUED: February 20, 1996

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Eric Brown  
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DeSoto, Texas 75115-8802

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

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ISSUED: February 20, 1996

EFFECTIVE: \_\_\_\_\_

ISSUED BY:

Eric Brown  
President & CEO  
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DeSoto, Texas 75115-8802

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission 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 Commission, 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

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ISSUED: February 20, 1996

EFFECTIVE: \_\_\_\_\_

ISSUED BY:

Eric Brown  
President & CEO  
Digital Network Operator Services, Inc.  
400 E. Centre Park Boulevard, Suite 100  
DeSoto, Texas 75115-8802

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 the some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

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ISSUED: February 20, 1996

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ISSUED BY:

Eric Brown  
President & CEO  
Digital Network Operator Services, Inc.  
400 E. Centre Park Boulevard, Suite 100  
DeSoto, Texas 75115-8802



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1.0 TECHNICAL TERMS and ABBREVIATIONS

**Access Charges:**

Rates charged by Local Exchange Companies to carriers for the use of switched access facilities.

**Access Code:**

A sequence of numbers that, when dialed, connects the consumer to the provider of operator services associated with that sequence.

**Access Line:**

An arrangement which connects the customer's location to the LEC's central office.

**Administrative Charge:**

The modification of an existing circuit, dedicated access line or port, at the request of the customer that involves changes to authorization codes, speed numbers, route guide consolidation of billing or any other administrative change.

**Attempted Delivery:**

Denotes a procedure whereby DNSI will attempt to connect an authorized user to the called party.

**Authorization Code:**

A numerical code, one or more of which may be assigned to a customer to enable the Carrier to identify the origin of the service user so that it may rate and bill the call.

**Authorized User:**

A person, firm, corporation or other entity authorized by DNSI or a customer to receive or send communications. Authorized users are responsible for payment of the charges incurred in the use of the Carrier's service or for designation of an end user to make such payment.

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400 E. Centre Park Boulevard, Suite 100  
DeSoto, Texas 75115-8802

**Automated Station to Station:**

A call made without operator assistance.

**Automatic Numbering Identification (ANI):**

The calling telephone number identification which is forwarded from the customer's premises to DNSI's network as a call is placed.

**Billing Record Change:**

A change in customer billing address.

**Called Station:**

The terminating point of a call (i.e., the called number).

**Calling Card:**

A card issued by a local telephone company or long distance company which enables consumers to bill long distance telephone calls to an account for local telephone service.

**Calling Station:**

The originating point of a call (i.e., the calling number).

**Casual Caller Rate:**

Rates applicable to calls which are originated on either a 0+ or 0- basis. Casual calls may be charged to calling cards, commercial credit cards, or billed to a telephone number account other than the originating instrument, or to the called telephone number (a collect call).

**Collect Call:**

A billing arrangement whereby the called station accepts billing for the call placed over DNSI's network.

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ISSUED: February 20, 1996

EFFECTIVE: \_\_\_\_\_

ISSUED BY:

Eric Brown  
President & CEO  
Digital Network Operator Services, Inc.  
400 E. Centre Park Boulevard, Suite 100  
DeSoto, Texas 75115-8802

**Company or Carrier:**

Digital Network Operator Services, Inc. ("DNSI").

**Consumer:**

A person initiating any interstate telephone call using operator services. Also called an "end user."

**Commercial Credit Card Call:**

A billing arrangement by which a call may be charged to an authorized credit card number, such as Mastercard, Visa or American Express.

**Customer Dialed Calling Card Call:**

A calling card call in which the Authorized User inputs the destination number and valid billing information.

**Customer Rate:**

Rates applicable to calls placed by DNSI customer who initiate the calls either by dialing 1+ or an access code followed by the called telephone number. Customer calls are billed to the customer's DNSI account.

**Direct Entry:**

An arrangement whereby a consumer places a call billed to a calling card without the assistance of a live operator.

**End User:**

An individual or entity designated by the consumer or authorized user to be responsible for the payment of calls placed using DNSI's services.

**Holidays:**

DNSI's recognized holidays are New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

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ISSUED: February 20, 1996

EFFECTIVE: \_\_\_\_\_

ISSUED BY:

Eric Brown  
President & CEO  
Digital Network Operator Services, Inc.  
400 E. Centre Park Boulevard, Suite 100  
DeSoto, Texas 75115-8802

**Incomplete Call:**

Any call where voice transmission between the calling and the called station is not established (i.e., busy, no answer, etc.).

**Institutional Phones:**

Telephones, other than payphones, located in public institutions, such as universities, prisons, or public offices, or in hotels or motels, or in other premises where the customer to DNSI's services may not be able to control access to the phones.

**LATA:**

(Local Access and Transport Area) A geographic area established as required by the Modification of Final Judgment entered in United States v. Western Electric Co., Inc., 552 F. Supp. 131 (D.D.C. 1982), within which a local exchange company provides communication services.

**Measured Usage Charge:**

A charge assessed on a per minute basis.

**Off-Peak Rate Period:**

All times other than the Peak Rate Period, as described below.

**Operator Assisted Call:**

A call which requires the assistance of an operator, either live, or automated, for completion. For example, a collect call, a person-to-person call, a calling card call or a third number-billed call.

**Operator Dialed Call:**

A call in which the operator dials the called number or any portion of the call for the consumer.

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**Operator Service Charge:**

A non-measured (fixed) fee which is added to a measured charge in calculating the total tariff charges due for a completed operator assisted call processed by DNSI. This charge may vary depending upon the manner by which a call is placed.

**Operator Station:**

A service arrangement which requires the assistance of the Carrier's operator to complete the long distance call by dialing the destination number and/or inputting the billing number in order to complete the call.

**0- Transfer:**

An operator-assisted call originated by the calling party dialing the digit "0" and receiving assistance from a Local Exchange Carrier Operator who then transfers the call to the Company's or a concurring carrier's operator center for completion, pursuant to the LEC's 0-transfer procedures.

**Pay Telephone:**

A telephone instrument equipped with devices that permit the instrument to access the Company's services and that is authorized to provide such services and conforms with state and federal regulations governing such equipment.

**Peak Rate Period:**

8:00 a.m. up to, but not including 5:00 p.m. local time, Monday through Friday, except for the Company's recognized holidays.

**Person-to-Person Call:**

A service arrangement whereby the person originating the call specifies to the DNSI operator a particular person, department, mobile station, extension, or office to be reached.

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**Premises:**

The space designated by a customer at its place or places of business for use of DNSI service, whether for its own communications needs or for the use of its authorized users; patrons, guests, employees, and other transient users. In the case of a sharing group, this term includes space at each sharer's place or places of business, as well as space at the customers place of business.

**Primary Interexchange Carrier (PIC):**

The interexchange carrier authorized by the customer and the local telephone company to carry operator-assisted calls and long distance calls from a customer's telephones.

**Special Promotional Offering:**

Special discounts of its regular service offerings which the Carrier may, from time to time, offer to its customers for a particular service. Such offerings may be limited to certain dates, times and locations.

**Third Party Billing:**

A payment arrangement which allows the end user to assign billing to a telephone number which is different from the calling or called telephone number.

**Underlying Carrier:**

A provider of interexchange telecommunications services from whom DNSI acquires services which it resells to customers.

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## 2.0 RULES AND REGULATIONS

### 2.1. Undertaking of the Company

This tariff describes the rates, terms and conditions of intrastate operator services and interexchange services the Company makes available to the public and to its customers. Such services are generally provided from customer locations such as hotels, hospitals, institutions, and publicly and privately owned pay telephones. The Company also accepts transfers of Intrastate calls from local telephone companies.

DNSI's services can be accessed through network access arrangements in each geographical area served. These services enable consumers to bill calls to accounts other than that which is associated with the calling station. Several billing options are available to consumers including collect, third-party billing, and calling-card methods.

The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four (24) hours per day, seven (7) days per week.

### 2.2 Limitations

2.2.1 Services provided under this Tariff may be used only for the transmission of communications by customers in a manner consistent with the terms of this Tariff and Rules of the Florida Public Service Commission.

2.2.2 Services provided under this Tariff shall not be used for unlawful purposes.

2.2.3 Service is offered subject to the availability of facilities and the provisions of this Tariff.

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- 2.2.4 DNSI reserves the right to discontinue furnishing service when necessitated by conditions beyond its control or when the customer using the service is determined to be in violation of the provisions of this Tariff or in violation of the law.
- 2.2.5 Service may be discontinued by DNSI, upon five business days notice by blocking traffic to certain countries, cities or NXX exchanges or individual telephone stations, or by denying certain billing methods when DNSI deems it necessary to take such action to prevent unlawful use of its service. DNSI will restore service as soon as it can be provided without undue risk.
- 2.2.6 DNSI reserves the right to refuse or otherwise limit service upon five business days notice to consumers due to insufficient billing information, refusal of an end user to accept responsibility for payment, invalid telephone numbers, credit card, or calling card numbers, or other circumstances which may preclude DNSI from receiving payment for services rendered.

2.3. Connection Fees

The company may charge a connection fee to provide its services. Such fees will be set forth in Section 4.

2.4 Liabilities of the Company

- 2.4.1 DNSI's liability for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the transmission occurring in the course of furnishing service, channels or other facilities, and not caused by the negligence of the customers, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects in the transmission occur. For the purposes of computing such

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amount, a month is considered to have thirty (30) days.

- 2.4.2 In no event will carrier be responsible for consequential damages or lost profits a customer or end user suffers as a result of interrupted or unsatisfactory service.
- 2.4.3 Carrier is not liable for any act or omission of any other company or companies furnishing a portion of the service. No agents or employees of other carriers or companies shall be deemed to be agents or employees of carrier.
- 2.4.4 The customer or end user shall indemnify and hold Carrier harmless against:
  - 2.4.4.A Claims for libel, slander or infringement of copyright arising out of the material, data, information or other content transmitted over carrier's channels or facilities;
  - 2.4.4.B Patent infringement claims arising from combining or connecting carrier-furnished channels with apparatus and systems of the customer; and
  - 2.4.4.C All other claims arising out of any act or omission of the customer or end user in connection with any service provided by carrier.
- 2.4.5 Carrier is not liable for any act or omission of any other company or companies, including, but not limited to any LEC or underlying carrier furnishing a portion of the service.
- 2.4.6 Carrier does not guarantee or make any warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable

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for such equipment. The customer shall indemnify and hold carrier harmless from any and all losses, claims, demands, suits or other actions, or any liabilities whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or persons, for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment so used.

- 2.4.7 Carrier is not liable for any defacement of, or damage to, the premises of a customer resulting from the furnishing of services or the attachment of instruments, apparatus and associated wiring furnished by carrier on such customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of carrier negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of carrier without written authorization.

2.5 Obligations of the Customer

- 2.5.1 The customer is responsible for taking all necessary legal steps for interconnecting the customer-provided terminal equipment or communications systems with Carrier facilities or services. The customer shall secure all licenses, permits, rights-of-way and other arrangements necessary for such interconnection.
- 2.5.2 The customer shall ensure that the equipment and/or system is properly interfaced with Carrier facilities or services; that the signals emitted into the Carrier network are of the proper mode, bandwidth, power and signal level for the intended use of the customer and in compliance with the criteria set forth in this Tariff; and that the signals do not damage equipment, injure personnel

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or degrade service to other customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Carrier will permit such equipment to be connected with its channels without the use of protective interface devices.

- 2.5.3 If the customer fails to maintain the equipment and/or system properly, with resulting imminent harm to Carrier equipment, personnel or the quality of service to other customers, Carrier may, upon five business days written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety, Carrier may, upon written notice, terminate the customer's service.
- 2.5.4 The customer shall reimburse the Carrier for damages to the Carrier's facilities caused by any negligence or willful act or acts on the part of the customer and/or any authorized user. After receipt of payment for the damages, carrier will cooperate with the customer in prosecuting a claim against any third party causing damage.
- 2.5.5 In addition to the requirements set forth above, customers subscribing to DNSI's services are responsible for compliance with all applicable state and federal laws and regulations. Failure to comply with such legal obligations could result in the withholding of compensation for operator assisted calls, cancellation of service, or both.

2.6 Conditions Governing Operator Services from Aggregator Locations

- 2.6.1 Customers to the Carrier's operator services are required, by contract and the terms of this Tariff, to post the Carrier's written consumer information on all telephones or at all locations served. Public pay stations serviced by the Carrier

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are labeled by the local telephone company. Any violation of this provision may result in disconnection of service. To comply, the customer must:

2.6.1.1 Post on or near the telephone, in plain view of consumers:

- (A) The name, address, and toll-free number of DNSI;
- (B) A written disclosure that the rates for all operator-assisted calls are available on request, and that consumers have a right to obtain access to the interstate common carrier of their choice and may contact their preferred interstate common carriers for information on accessing that carrier's service using the telephone; and
- (C) The name and address of the enforcement division of the Common Carrier Bureau of the Federal Communications Commission, to which the consumer may direct complaints regarding operator services.
- (D) The name and address of the Florida Public Service Commission to which the consumer may direct complaints regarding operators services.
- (E) That all charges for operator services will be billed to an end-user at time of check-out.

2.6.1.2 Ensure that each of its telephones presubscribed to DNSI allows the consumer to use 800, 10XXX and 950 access to the provider of operator services desired by the consumer. Failure of the customer to comply with this provision shall be grounds for suspension of commission of surcharge payments as to any of the

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customer's telephones with respect to which such failure occurs and continues, or termination of service, at the sole discretion of DNSI.

2.6.1.3 Ensure that no charge to the consumer for using an 800, 950 or 10XXX access code number, or any other access code number, is greater than the amount the customer charges for calls placed using the presubscribed provider of operator services.

6.2 In regard to the posting requirements set forth in 2.6.1.1 above, customer shall display materials that DNSI prepares and/or provides on or near customer's telephones; provided, however, customer may utilize identification materials that customer prepares if DNSI approves, in writing, the form and content of the material. Such materials may be in the form of placards or other forms of printed documentation or devices which can be placed on or near all telephones. Customer shall bear the responsibility for maintaining these materials. If an entity other than DNSI may bill the caller, customer shall post the name, address, customer service number and means of obtaining rate information for that entity. Failure of customer to post or maintain the DNSI-provided materials may be grounds for suspension of commission and surcharge payments as to any of the customer's telephones with respect to which such failure occurs and continues, or termination of this Agreement, at the sole discretion of DNSI.

## 2.7 Use of Service

2.7.1 Service furnished by DNSI shall not be used for any unlawful purpose.

2.7.2 Service furnished by DNSI may be arranged for use of hotel or motel guests, pay phone users, patrons of businesses and retail establishments, or other transient users.

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**2.8 Termination or Denial of Service by Carrier**

2.8.1 The Carrier may, upon five business days notice to the customer, without liability of any nature, temporarily deny, terminate, or suspend service to any customer:

2.8.1.1 In the event such customer or his agent willfully damages Carrier's equipment, interferes with use of Carrier's service by other customers of the Carrier, places capacity demands upon Carrier's facilities or service; or violates any statute or provision of law, or any rule or regulation of any state or federal regulatory agency relating to communications, or otherwise fails to comply with the provisions of this Tariff or applicable law; or

2.8.1.2 In the event a customer becomes insolvent, is the subject of any formal legal proceeding commenced in a court involving a voluntary or involuntary petition or proceeding in bankruptcy, seeks protection or relief from creditors in a formal legal proceeding after a filing for such relief, or executes an assignment for the benefit of creditors; or

2.8.1.3 In the event that Carrier determines that any service is being used fraudulently, whether by a customer or any other person.

2.8.2 Carrier reserves the right to discontinue the use of any authorization code provided and substitute another code for such customer. Nothing herein, or in any other provision of this Tariff, or in any marketing materials issued by the Carrier shall give any person any ownership interest or proprietary right in any given authorization code; provided; however, that a customer that continues to subscribe to Carrier's services will be provided a replacement code in the event such customer's initial code is canceled.

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**2.9 Inspection, Testing and Adjustment**

2.9.1 Carrier may, upon reasonable notice, make such tests and inspections as may be necessary to investigate the installation, operation or maintenance of the customer's or the Carrier's equipment or connecting facilities. The Carrier may interrupt service at any time, without penalty or liability to itself, where necessary to prevent improper use of service, equipment, facilities or connections. Interruption of service may be subject to a credit allowance as outlined in Section 2.9 below.

2.9.2 Upon reasonable notice, the facilities and equipment provided by the Carrier shall be made available to Carrier for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to Carrier.

**2.10 Interruption of Service**

2.10.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the customer or to the failure of channels or equipment provided by the customer, are subject to the general limitations provisions set forth in Section 2.2 herein. It shall be the obligation of the customer or end user to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the customer or end user shall ascertain that the trouble is not being caused by any action or omission by the customer within his or her control, or is not in wiring or equipment, if any, furnished by the customer and connected to the Company's facilities.

2.10.2 For purposes of credit computation, every month shall be considered to have 720 hours.

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- 2.10.3 No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.10.4 The customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula:

$$\text{Credit} = \frac{A}{720} \times B$$

- "A" - outage time in hours  
"B" - total monthly charge for affected facility

- 2.10.5 If the Company does not receive written notice of a dispute as to charges within 30 days of the date a bill is issued, such charges shall be deemed to be correct and binding on the customer or end-user.

2.11 Restoration of Service

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

2.12 Deposits

The Company reserves the right to require deposits or advance payments from customers in accordance with the rules of the Florida Public Service Commission.

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2.13 Taxes

All state and local taxes (*i.e.*, gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.14 Consumer Inquiries

DNSI provides twenty-four (24) hour toll-free assistance to consumers.

2.15 Exclusion Requirements for Specific Services

Carrier offers no exclusion for specific services.

2.16 Employee Concessions

Carrier offers no specific employee concessions.

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3.0. DESCRIPTION OF SERVICES OFFERED

3.1 Billing Increments and Rounding

DNSI bills for an initial one minute increment with additional minute increments thereafter rounded up to the nearest minute unless otherwise specified in Section 4.

3.2 Timing of All Calls For Purpose of Computing Charges

3.2.1 Timing begins at the "starting event" and ends at the "terminating event", unless otherwise specified. Time between the starting event and the terminating event is the call duration.

3.2.2 The starting event occurs upon receipt of answer supervision with DNSI.

3.2.3 The terminating event occurs when the Carrier's terminal receives a signal from the local exchange telephone company that either the calling party or the called party has hung up.

3.2.4 There shall be no charge for unanswered or uncompleted calls. Upon receiving reasonable and adequate notice of billing from an authorized user or end user for any such call, the Carrier may issue a credit to the user in an amount equal to the charge for the call. Calls which are in progress longer than one (1) minute will be presumed to have been answered unless demonstrated otherwise.

3.3 Uncompleted Calls

The company does not bill customers for calls which are not completed (busy numbers, no answer, etc.) unless otherwise indicated.

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**3.4 Credits and Refunds**

All requests for call credits due to bad connection, disconnection, wrong number dialed, etc. shall be made through the Company's business office, at 400 E. Centre Park Boulevard, Suite 100, DeSoto, Texas, 75115.

**3.5 Determination of Rate Mileage and Calculation of Distance**

Usage charges for all mileage sensitive services are based on the airline distance between rate centers associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved.

The spacing between adjacent vertical grid lines and between horizontal grid lines represents a distance of one coordinate unit. This unit is the square root of 0.1, expressed in statute miles. The Company uses the rate centers and associated vertical and horizontal coordinates that are standard in the industry. The airline distance is calculated as follows:

- (A) Determine the difference between the originating and terminating vertical coordinates; repeat for the horizontal coordinates;
- (B) Square the difference as obtained in (A) above;
- (C) Add the squares of the difference as determined in (B) above;
- (D) Divide the sum of the squares by ten (10);
- (E) Take the square root of the number derived in (D) above and round to the next full digit - this is the airline mileage between rate centers;

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- (F) The formula for calculating the airline mileage between rate centers is:

FORMULA:

$$\frac{\sqrt{(V1 - V2^2) + (H1-H2^2)}}{10}$$

3.6 Service Offerings

3.6.1 Operator Services

- 3.6.1.1 DNSI provides operator assisted services for intrastate calls from aggregator locations. DNSI's services are offered to consumers on a full time basis, twenty-four (24) hours per day, seven (7) days per week. Such services enable guests, patrons, patients employees and other transient users to place long distance calls from a customer's premises to locations within Florida. DNSI has no minimum service period.
- 3.6.1.2 An operator intercepts all calls. This operator will obtain and validate the consumers preferred payment method prior to the connection of the call. The Consumer may bill the call to the called party (collect), a third party, or through such calling cards as DNSI may approve for use from time-to-time. Rates and charges for calls DNSI processes are set forth in Section 4 following.
- 3.6.1.3 Terminal equipment accessing Carrier's services will route operator assisted calls over designated Carrier switches that Carrier's operator centers serve. The processor will route to an

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operator position all calls requiring operator intervention, such as collect, third party bill, person-to-person and calling card calls. Carrier operators and automated interfaces will answer each call by identifying the service as that of DNSI or the name of the concurring carrier that DNSI serves, and by identifying the service that will bill the consumer for the call. All consumers receive at least two (2) verbal notices of the name of the carrier that is processing their call, and that will be billing their call, either DNSI or one of the carriers concurring in this tariff. DNSI will provide individual branding for each concurring carrier. All calls that DNSI completes for concurring carriers will be billed in the name of the concurring carrier, and not by DNSI. In the event that an all trunk busy overflow condition exists, the consumer will receive at least two (2) verbal notices of the name of the carrier that is processing and billing their call. Consumers will have the opportunity to terminate the call without incurring any charges prior to the connection of the call.

- 3.6.1.4 The operator will collect billing information and perform validation and call acceptance functions. If the call is authorized, the operator will release the call for completion and call timing will be performed in the processing switch. Automated interface calling card and credit card calls, *i.e.*, where the authorized user dials all of the digits required to route and bill the call, are validated through an automated interface and if authorized, will be completed without operator intervention.
- 3.6.1.5 DNSI offers its services subject to the availability of the necessary facilities and/or equipment, and availability of billing, collection, and validation arrangements. DNSI reserves the right

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to refuse to provide service to or from any location where such conditions are not available or acceptable.

3.6.2 Interexchange Services:

The Company offers intrastate long distance service on a measured use basis between points within the state of Florida. There is no minimum service period.

7.0 Minimum Call Completion Rate

A customer can expect a call completion rate of not less than 99% for all FGD services.

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4.0 RATES AND CHARGES

This section sets forth the rates and charges applicable to the Company's provision of operator-assisted interexchange services. The rates are applicable to calls between points within the state of Florida. All rates and charges are expressed in U.S. dollars. Timing on completed calls begins when the called party answers the call.

4.1 Usage Rates4.1.1 Casual Caller Usage Rate

Period	Peak		Off Peak	
	Initial Period per Minute (3 minute min.)	Add'l Minute	Initial Minute	Add'l Minute
ALL	\$.479	\$.479	\$.479	\$.479

4.1.2 Subscriber Usage Rate

Period	Peak		Off Peak	
	Initial Period per Minute (3 minute min.)	Add'l Minute	Initial Minute	Add'l Minute
ALL	.19	.19	.18	.18

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4.1.3 Rates Applicable to Operator-Assisted Calls Placed from Aggregator Locations

Miles	Day		Evening		Night/Weekend	
	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute
0-10	\$.1900	\$.0900	\$.1425	\$.0675	\$.0950	\$.0450
11-22	.2600	.1600	.1950	.1200	.1350	.0800
23-55	.2700	.2180	.2025	.1635	.1550	.1140
56-124	.2700	.2200	.2025	.1650	.1585	.1185
125-292	.2700	.2260	.2025	.1700	.1610	.1235
293-430	.2700	.2300	.2025	.1725	.1625	.1235
431-624	.2700	.2350	.2025	.1725	.1660	.1285

4.2 Operator-Assistance Charges

The following per-call charges apply in addition to the per minute usage rates when applicable. These charges apply in all rate periods.

Operator-Station Call:	\$2.75
Customer-Dialed Calling Card:	\$2.00
Customer-Dialed Credit Card:	\$2.00
Person-to-Person:	\$3.50

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In addition to the above Operator Assistance Charge, the following applies to all calls that are transferred from a LEC Operator:

0- Transfer: \$3.50

4.3. Additional Charges

4.3.1 Information Rates -- Operator Assisted

The Company shall assess a charge of \$3.35 per Directory Assistance Inquiry when a DNSI operator assists the caller (including calls from the SWBT/GTE 0-transfer Operator). In addition, inquiries to the DNSI operator center where the caller requests area code information will be assessed a charge of \$1.00, unless the caller uses the DNSI network to complete the call.

4.3.2 Translation Services

A DNSI operator will provide English/Spanish translation services to any customer upon request. There shall be assessed a per-request charge of \$1.00 for this service. In addition, there shall be assessed a per minute charge of \$1.20 for this service.

4.4. Emergency Services

Emergency services supplied by the Carrier to end users shall be at no charge to the end user.

4.5 Late Payment and Returned Check Charges

The Company may assess interest charges of one and one-half percent (1 1/2%) per month on all unpaid balances more than thirty days old. In addition, the Company will

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assess a charge not to exceed five percent (5%) of the customer's bill or twenty dollars (\$20.00) for each returned check.

#### 4.6 Special Promotions

The company may from time to time offer special promotions to its customers waving certain charges. 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.

#### 4.7 Exemptions and Special Rates

##### 4.7.1 Discounts for Hearing Impaired Customers

Intrastate toll message rates for TDD users, which is communicated using a telecommunications device for the deaf (TCC) by property certified business establishments or individuals equipped with TDDs for communications with hearing or speech impaired persons, shall be evening and night calls. These discounts shall be offered by all interexchange carriers and LECs.

##### 4.7.2 Operator Assistance and Directory Assistance for Handicapped Persons

Pursuant to Florida Public Service Commission Rules and regulations, DNSI will not charge for the first 50 directory assistance calls initiated per billing cycle by handicapped persons. Operator surcharges for handicapped persons will be waived for operator assistance provided to a caller who identifies himself as being handicapped and unable to dial the call because of a handicap.

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ISSUED: February 20, 1996

EFFECTIVE: \_\_\_\_\_

ISSUED BY:

Eric Brown  
President & CEO  
Digital Network Operator Services, Inc.  
400 E. Centre Park Boulevard, Suite 100  
DeSoto, Texas 75115-8802

4.7.3 Operation of Telecommunications Relay Service

Intrastate toll calls received from the relay service, each local exchange and interexchange telecommunications company billing a relay call will be discounted by 50 percent of the applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call will be discounted 60 percent off the applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

32017

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ISSUED: February 20, 1996

EFFECTIVE: \_\_\_\_\_

ISSUED BY:

Eric Brown  
President & CEO  
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400 E. Centre Park Boulevard, Suite 100  
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**FLEISCHMAN AND WALSH, L. L. P.**

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VIA OVERNIGHT MAIL

Florida Public Service Commission  
Division of Administration  
2540 Shumard Oak Blvd.  
Gunter Building  
Tallahassee, FL 32399-0850

Re: **Application of Digital Network Operator Services, Inc. for Certificate of Public Convenience and Necessity**

Dear Chief Clerk:

Transmitted herewith for filing on behalf of Digital Network Operator Services, Inc.

**FLEISCHMAN AND WALSH, L.L.P.**  
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WASHINGTON, DC 20074-6758

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NUMBER

FW 008589

PAY: \*Two hundred fifty and 00/100

DATE

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AMOUNT

\*\*\*\*\*250.00

TO THE  
ORDER  
OF Florida Public Service Comm

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February 20, 1996

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