

LEON E. NOWALSKY  
MONICA J. BURNE

**NOWALSKY & BRONSTON, L.L.P.**  
ATTORNEYS AT LAW

BENJAMIN W. BRONSTON

900 NORTH CAUSEWAY BOULEVARD  
SUITE 1275  
METAIRIE, LOUISIANA 70002  
TELEPHONE (504) 832-1984  
FACSIMILE (504) 831-0892

June 19, 1996

**VIA AIRBORNE EXPRESS**

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

960748-TI

RE Axces, Inc., d/b/a Axces of Delaware, Inc  
Application and Tariff

Dear Sir or Madam

Enclosed herewith for filing please find an original and twelve (12) copies of the application of the above-referenced corporation for Authority to Provide Interexchange Telecommunications Service Within the State of Florida, along with our check in the amount of \$250.00

RECEIVED  
JUN 20 10 58 AM '96  
ADMINISTRATION

Please return a date stamped copy of this letter to us in the enclosed self-addressed and stamped envelope

If you should have any questions regarding the enclosed documents, please do not hesitate to contact this office at the above listed address or telephone number

Sincerely,

Benjamin W. Bronston

BWB/cb  
Enclosures

Check enclosed with filing and forwarded to you for deposit. Enclose to R&R with permit of deposit.

Initials of person who forwarded check  
A.J.

DOCUMENT NUMBER DATE  
06653 JUN 20 1996  
FPSC-RECORDS/REPORTING

•• FLORIDA PUBLIC SERVICE COMMISSION ••

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

ORIGINAL  
FILE COPY

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) 413-6600

- 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

FORM PSC/CMU 31 (4/91)  
Required by Commission Rule Nos. 25-24.471,  
25-24.473 & 25-24.480(2)

DOCUMENT NUMBER-DATE

06653 JUN 20 88

FPSC-RECORDS/REPORTING

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

AXCES, INC.

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

AXCES OF DELAWARE, INC.

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

2500 Wilcrest Suite 300  
HOUSTON, TX 77042

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

N/A

6. Structure of organization:

- Individual
- Corporation
- Foreign Corporation
- Foreign Partnership
- General Partnership
- Limited Partnership
- Other, \_\_\_\_\_

7. 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 620.109 FS), if applicable.

- (b) Provide proof of compliance with the fictitious name statute (Chapter 865.09 FS), if applicable.

Fictitious name registration number: G 96N3900-22

- (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. If so, please explain.

(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.

8. If incorporated, please give:

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

Corporate charter number: F96000001827

- (b) Name and address of the company's Florida registered agent. CSC PRACTICE HALL  
110 NORTH MAGNOLIA ST  
TALLAHASSEE, FL 32301

- (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. If so, please explain.

N/A

(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

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

- (a) The application: Benjamin W. Bronston, Atty  
3900 N CAUSEWAY Blvd #1275  
METairie, LA 70002  
(504) 832-1984
- (b) Official Point of Contact for the ongoing operations of the company: Michael Avignon  
2500 Wilcrest, Suite 300  
HOUSTON, TX 77042  
(713) 781-1187
- (c) Tariff: Benjamin W. Bronston, Atty.  
3900 N CAUSEWAY Blvd, #1275  
METairie, LA 70002  
(504) 832-1984
- (d) Complaints/Inquiries from customers:  
TIMOTHY S. TILL  
2500 Wilcrest, Suite 300  
HOUSTON, TX 77042  
(713) 781-1187

10. List the states in which the applicant:

- (a) Has operated as an interexchange carrier.  
KANSAS, LOUISIANA & MISSOURI & VIRGINIA
- (b) Has applications pending to be certificated as an interexchange carrier.  
Indiana, Maryland, N Jersey, OHIO, WISCONSIN  
Illinois, NEW YORK, Georgia
- (c) Is certificated to operate as an interexchange carrier.  
KANSAS, LOUISIANA, MISSOURI & VIRGINIA
- (d) Has been denied authority to operate as an interexchange carrier and the circumstances involved.

N/A

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

N/A

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

N/A

11. 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
- Other:

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

/o Xyy

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

- Facilities.  Operators.
- Billing and Collection.  Sales.
- Maintenance.
- Other: \_\_\_\_\_

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 15 (To whom, what amount, type of franchise, etc.).

*N/A*

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.

*N/A*

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).

*Attached TARIFF "EXHIBIT B"*



**\*\* 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 one 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.

*Michael A. Gannon, CEO*

*Michael A. Gannon*  
Typed name and signature of owner  
or chief officer.

*June 19, 1996*  
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 (4/91)

\*\* 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):

- ( )            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.)

        *Arthur A. Jones*          
Typed name and signature of  
Owner or Chief officer

        Chief Executive Officer          
Title

        6/19/96          
Date

•• APPENDIX C ••

INTRASTATE NETWORK

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

1)

2)

3)

4)

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

1)

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)

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

*Michael Avignon*

*Michael Avignon*  
Typed name and signature of  
Owner or Chief officer.

CEO

Title

6/19/96  
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).

*Michael Avignoa*

*Michael Avignoa*

Typed name and signature of  
Owner/Chief Officer

*CEO*

Title

*6/19/96*

DATE



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

Extended Service Area	with	These Exchanges
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.
DAYTONA BEACH:		New Smyrna Beach.
TAMPA:	Central East North South West	None Plant City Zephyrhills Palmetto Clearwater
CLEARWATER:		St. Petersburg, Tampa-West and Tarpon Springs.
ST. PETERSBURG:		Clearwater.
LAKELAND:		Bartow, Mulberry, Plant City, Polk City and Winter Haven.



•• FLORIDA HAS MAJOR EXCHANGES CONTINUE ••

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.

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.

**\*\* 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 (4/91)

**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 200 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

Certificate of Authority



FLORIDA DEPARTMENT OF STATE  
Sandra B. Mortham  
Secretary of State

April 12, 1996

ATTN: DANIEL  
CSC NETWORKS

Qualification documents for AXCES, INC. doing business in Florida as AXCES OF DELAWARE, INC. were filed on April 11, 1996 and assigned document number F96000001827. 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.

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.

Lee Rivers  
Document Examiner  
Division of Corporations

Letter Number: 696A00016746

APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO  
TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS  
SUBMITTED TO REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE  
STATE OF FLORIDA:

1. Axces, Inc.  
(Name of corporation: must include the word "INCORPORATED", "COMPANY", "CORPORATION" or words or abbreviations of like import in language as will clearly indicate that it is a corporation instead of a natural person or partnership if not so contained in the name at present.)

2. Delaware 3. 76-0422394  
(State or country under the law of which it is incorporated) (FEI number, if applicable)

4. 1/3/94 5. perpetual  
(Date of incorporation) (Duration: Year corp. will cease to exist or "perpetual")

6. upon approval  
(Date first transacted business in Florida (Sec. sections 607.1501, 607.1502, and 617.156, F.S.))

7. 2500 Wilcrest, Suite 300  
Houston, TX 77042  
(Current mailing address)

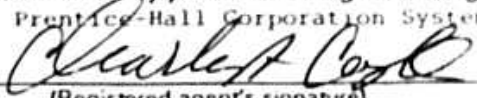
8. the sale of long distance telecommunications services.  
(Purposes) of corporation authorized in home state or country to be carried out in the state of Florida)

9. Name and street address of Florida registered agent:  
The Prentice-Hall Corporation  
Name: System, Inc.

Office Address: 1201 Hays Street, Suite 105  
Tallahassee, Florida, 32301  
(Zip Code)

10. Registered agent's acceptance:

*Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.*

The Prentice-Hall Corporation System, Inc.  
By:   
(Registered agent's signature)

11. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.



12 Names and addresses of officers and/or directors

A. DIRECTORS

Chairman: Michael Avignon

Address: 2500 Wilcrest, Suite 300

Houston, TX 77042

Vice Chairman: \_\_\_\_\_

Address: \_\_\_\_\_

Director: Timothy J. Till

Address: 2500 Wilcrest, Suite 300

Houston, TX 77042

Director: \_\_\_\_\_

Address: \_\_\_\_\_

B. OFFICERS

President: Timothy J. Till

Address: 2500 Wilcrest, Suite 300

Houston, TX 77042

CEO ~~Vice President~~ Michael Avignon

Address: 2500 Wilcrest, Suite 300

Houston, TX 77042

Secretary: Timothy J. Till

Address: 2500 Wilcrest, Suite 300

Houston, TX 77042

Treasurer: \_\_\_\_\_

Address: \_\_\_\_\_

NOTE: If necessary, you may attach an addendum to the application listing additional officers and/or directors.

13. Michael Avignon  
(Signature of Chairman, Vice Chairman, or any officer listed in number 12 of the application)

14. Michael Avignon, CEO  
(Typed or printed name and capacity of person signing application)

### RESOLUTION OF BOARD OF DIRECTORS

I, the undersigned Michael Avignon, CEO, do hereby certify  
 that this Resolution of the Board of Directors of Axces, Inc.,  
 a corporation duly organized and existing under the laws of the State of Delaware,  
 was duly adopted on 1/3, 19 94.

Resolved, that Axces, Inc., organized  
 and existing in the State of Delaware, hereby adopts the  
 name Axces of Delaware, Inc. for use in Florida.

Dated: 3/28/96

Michael Avignon  
 Signature of at least one Director

FILED  
 SECRETARY OF STATE  
 DIVISION OF CORPORATIONS  
 96 APR 11 PM 2:57

EXHIBIT B

Tariff

---

Title Sheet

AXCES, INC.  
d/b/a AXCES OF DELAWARE, INC.

TARIFF NO. 1

This tariff contains the descriptions, regulations and rates applicable to the furnishing of service and facilities for telecommunications services provided by Axces, Inc. d/b/a Axces of Delaware, Inc. ("Axces") with principal offices at 2500 Wilcrest, Suite 300, Houston, Texas 77042. This tariff is on file with the Florida Public Service Commission, and the copies may be inspected during normal business hours at the Company's principal place of business.

---

ISSUED June 21, 1996

EFFECTIVE

ISSUED BY: Michael Avignon, CEO  
Axces, Inc., d/b/a Axces of Delaware, Inc.  
2500 Wilcrest, 3rd Floor  
Houston, Texas 77042

---

CHECK SHEET

Sheets 1 through 45 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheets. Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date shown on the bottom of this page.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	23	Original
2	Original	24	Original
3	Original	25	Original
4	Original	26	Original
5	Original	27	Original
6	Original	28	Original
7	Original	29	Original
8	Original	30	Original
9	Original	31	Original
10	Original	32	Original
11	Original	33	Original
12	Original	34	Original
13	Original	35	Original
14	Original	36	Original
15	Original	37	Original
16	Original	38	Original
17	Original	39	Original
18	Original	40	Original
19	Original	41	Original
20	Original	42	Original
21	Original	43	Original
22	Original	44	Original
		45	Original

---

ISSUED June 21, 1996

EFFECTIVE

ISSUED BY Michael Avignon, CEO  
Axces, Inc., d/b/a Axces of Delaware, Inc  
2500 Wilcrest, 3rd Floor  
Houston, Texas 77042

---

TABLE OF CONTENTS

Title Sheet	01
Check Sheet	02
Table of Contents	03
Symbols	04
Tariff Format	05
Section 1 Technical Terms and Abbreviations	06
Section 2 Rules and Regulations	12
Section 3 Description of Service	22
Section 4 Rates and Charges	29
Index	44

---

ISSUED June 21, 1996

EFFECTIVE

ISSUED BY Michael Avignon, CEO  
Axces, Inc., d/b/a Axces of Delaware, Inc.  
2500 Wilcrest, 3rd Floor  
Houston, Texas 77042

---

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 21, 1996

EFFECTIVE

ISSUED BY Michael Avignon, CEO  
Axces, Inc., d/b/a Axces of Delaware, Inc.  
2500 Wilcrest, 3rd Floor  
Houston, Texas 77042

---

TARIFF FORMAT

- A Sheet Numbering - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between existing sheets with whole numbers, a decimal is added. For example, a new sheet added between Pages 34 and 35 would be 34.1
- B Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 34 cancels the 3rd revised Sheet 34. Because of deferrals, notice periods, etc., the most current sheet number on file with the Commission is not always the tariff sheet in effect. Consult Check Sheet for the sheet currently in effect.
- C Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

2  
2 1  
2 1 1  
2 1 1 A  
2 1 1 A 1  
2 1 1 A 1 (a)  
2 1 1 A 1 (a) I  
2 1 1 A 1 (a) I (i)  
2 1 1 A 1 (a) I (i) (1)

- D Check Sheets - When a 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 sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current sheet on file with the Commission.

---

ISSUED: June 21, 1996

EFFECTIVE

ISSUED BY: Michael Avignon, CEO  
Axces, Inc., d/b/a Axces of Delaware, Inc.  
2500 Wilcrest, 3rd Floor  
Houston, Texas 77042



---

## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

### 1.1 Definitions

Access Line - A dedicated transmission path which connects a customer location to the carrier's terminal location or switching center

Application for Service - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the carrier to provide the communication service as required

Authorization Code - A numerical code, one or more of which are assigned to a customer to enable Reseller to identify use of service on his account and to bill the customer accordingly for such service. Multiple authorization codes may be assigned to customer to identify individual users or groups of users on his account

Authorized User - A person, firm, corporation, or other entity authorized by the customer to receive or send communications.

Automatic Dialing Device - A device provided by the carrier which, when attached to customer's telephone equipment, dials the carrier's facilities, emits an authorization code, and forwards the number which the customer is calling to the carrier's facilities.

Bandwidth - The total frequency band allocated for a channel

Calling Card Call - A call billed to a card no. issued by a Local Exchange Company

Cancellation of Order - A customer-initiated request to discontinue processing a service order, in part or in whole, prior to its completion. Cancellation charges will be assessed for each circuit-end or dedicated access line cancelled from an order prior to completion by Carrier under the following circumstances: (1) if the LEC has confirmed in writing to Carrier that the circuit-end or dedicated access line will be installed; or (2) if Carrier has already submitted facilities orders to an interconnecting telephone company.

Carrier/Company - Axces, Inc. d/b/a Axces of Delaware, Inc. ("Axces"), unless otherwise specified or clearly indicated by the context

---

ISSUED June 21, 1996

EFFECTIVE

ISSUED BY Michael Avignon, CEO  
Axces, Inc., d/b/a Axces of Delaware, Inc.  
2500 Wilcrest, 3rd Floor  
Houston, Texas 77042

---

1 1 Definitions (continued)

Channel or Circuit - A dedicated communications path between two or more points having a bandwidth or Transmission Speed specified in the Tariff and selected by a Customer.

Completed Calls - Completed calls, as defined herein, are answered calls on the distance end. Appropriate one minute credits will be issued for incomplete calls billed when brought to the company's attention by the customer. These one minute credits do not apply to calls terminating in an answering device. Calls terminating in an answering device are determined by calls initiated by Carrier to the distance end party verifying whether the distant end called is an answering device.

Custom Account Coding - Allows the customer to create tables of unique project and/or account numbers for their private use.

Customer - The person, firm, corporation, or other entity which orders or uses service and is responsible for the payment of charges and compliance with tariff regulations.

Customer Provided Equipment - Terminal equipment, as defined herein, provided by a customer.

Day Rate Period - The hours of 8 a.m. up to, but not including, 5 p.m. Monday through Friday, except on Carrier recognized holidays.

Dedicated Port - A port on Reseller's switching facility which is dedicated, at extra charge, to customer's exclusive use, and which is connected to customer's premises by a private line furnished by customer or customer's serving local exchange company.

Dial Access Service - Pursuant to Dial Access Service carrier provides its customers access to the available network of cities via a local business telephone line provided by carrier or a Specialized Common Carrier from whom carrier has acquired service.

---

ISSUED June 21, 1996

EFFECTIVE

ISSUED BY: Michael Avignon, CEO  
Axces, Inc., d/b/a Axces of Delaware, Inc.  
2500 Wilcrest, 3rd Floor  
Houston, Texas 77042

---

1.1 Definitions (continued)

Directory Assistance - Directory Assistance Service consists of supplying or attempting to supply listed phone numbers to persons who call the Directory Assistance Bureau. Directory Assistance personnel cannot complete calls to requested telephone numbers.

Disconnection - The disconnection of a circuit, dedicated access line or port connection being used for existing service.

Evening Rate Period - The hours of 5 p.m. up to, but not including 11 p.m. Sunday through Friday.

Excessive Call Attempt - A customer attempt to make a call over the Carrier's network using an invalid authorization code during a measured 15 minute period within which 10 or more incomplete call attempts are made by the customer from the same customer line, and where those attempts do not complete because the customer has not used a valid authorization code.

Expedite Service - A service order initiated at the request of the customer that is processed in a time period shorter than Carrier's standard service interval.

Holidays - Carrier's recognized holidays are:

New Year's Day  
July 4th  
Labor Day  
Thanksgiving Day  
Christmas Day

Local Distribution Area (LDA) - Metropolitan locations served by Carrier which have been defined by the telephone company providing local service in its local exchange tariff as "local calling area."

Measured Use Service - The provision of long distance measured time communications telephone service to customers who access the carrier's services at its switching and call processing equipment by means of access facilities obtained from another carrier by the customer or otherwise provided at its own expense (the customer is responsible for arranging for the access line).

---

ISSUED: June 21, 1996

EFFECTIVE:

ISSUED BY: Michael Avignon, CEO  
Axces, Inc., d/b/a Axces of Delaware, Inc.  
2500 Wilcrest, 3rd Floor  
Houston, Texas 77042

---

1 1 Definitions (continued)

Night/Weekend Rate Period - The hours of 11 p.m. up to, but not including 8 a.m. every day; from 8 a.m. up to, but not including 11 p.m. on Saturday; and from 8 a.m. up to, but not including 5 p.m. on Sunday.

Normal Business Hours - Normal business hours are the times between 8:00 a.m. and 5:00 p.m., Monday through Friday excluding holidays.

Physical Change - The modification of an existing circuit, dedicated access line or port, at the request of the customer, requiring some physical change or retermination.

Point-of-Presence (POP) - A Carrier-designated location where a facility is maintained for the purpose of providing access to its service.

Premises - The space designated by a customer as its place or places of business for termination of service (whether for its own communications needs or for its resale customers). In the case of a non-profit sharing group, this term includes space at each sharer's place or places of business as well as space at the customer's place(s) of business.

Service Group - A group of dedicated lines from a customer's premises to Carrier's terminal location. Usage per service group determined by average usage per line in a service group times the average number of lines in a service group in a month.

Special Promotional Offerings - Special trial offerings, discounts or modifications of its regular service offering which the Company may, from time to time, offer to its Customers for a particular service. Such offerings may be limited to certain dates, times and/or locations.

Speed Number - A signaling arrangement by which a customer may elect to dial a pre-programmed four digit number in place of a designated ten digit number.

Subscriber - The person, firm, partnership, corporation or other entity who owns, leases or manages the pay telephone, PBX or other switch vehicle from which an End User places a call utilizing the services of the Company.

---

ISSUED June 21, 1996

EFFECTIVE

ISSUED BY Michael Avignon, CEO  
Axces, Inc., d/b/a Axces of Delaware, Inc  
2500 Wilcrest, 3rd Floor  
Houston, Texas 77042

---

1 1 Definitions (continued)

Subscriber Surcharge - A surcharge which is applied to the End User's bill when a call is placed from a Subscriber's location. The Surcharge is collected by Carrier on behalf of the Subscriber.

Terminal Equipment - Devices, apparatus and their associated wiring, such as teleprinters, telephone handsets, data sets, or microprocessors.

United States - The forty-eight contiguous United States and the District of Columbia.

Validated Account Codes - Account Codes that have restricted access.

---

ISSUED June 21, 1996

EFFECTIVE

ISSUED BY Michael Avignon, CEO  
Axces, Inc., d/b/a Axces of Delaware, Inc.  
2500 Wilcrest, 3rd Floor  
Houston, Texas 77042

---

1.2 Abbreviations

Axces - Axces, Inc d/b/a Axces of Delaware, Inc

LATA - Local Access Transport Area

LDA - Local Distribution Area

LEC - Local Exchange Carrier

MTS - Message Toll Service

NSF - Non-Sufficient Funds

OSP - Operator Service Provider

PBX - Private Branch Exchange

SAL - Special Access Line

V&H - Vertical and Horizontal

WATS - Wide Area Telephone Service

---

ISSUED June 21, 1996

EFFECTIVE

ISSUED BY

Michael Avignon, CEO  
Axces, Inc, d/b/a Axces of Delaware, Inc  
2500 Wilcrest, 3rd Floor  
Houston, Texas 77042

---

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Carrier

Carrier provides long distance message toll telephone service to customers for the direct transmission of voice, data, and other types of telecommunications. The service is provided to multiple users.

Communications originate when the customer accesses Carrier directly or through the facilities of the local service carrier via one or more access lines, equal access or on a dial-up basis. Carrier may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Carrier network. The customer shall be responsible for all charges due for such service arrangements.

The Company's services are provided on a monthly basis unless otherwise stated in this tariff, and are available 24 hours per day, seven days per week.

2.2 Limitations on Service

2.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.

2.2.2 Carrier reserves the right to provide services only to and from locations where the necessary facilities or equipment are available.

2.2.3 Carrier reserves the right to discontinue furnishing service upon written notice, when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of this tariff or in violation of the law.

2.2.4 Title to all equipment provided by Carrier under these regulations remains with Carrier. Carrier's prior written permission is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

---

ISSUED June 21, 1996

EFFECTIVE

ISSUED BY: Michael Avignon, CEO  
Axces, Inc., d/b/a Axces of Delaware, Inc  
2500 Wilcrest, 3rd Floor  
Houston, Texas 77042

---

2.3 Use of Service

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

2.3.1 Minimum Service Period

The minimum period for service is one month (30 days), unless otherwise noted in the service description.

2.4 General Limitation of Liability of Carrier

2.4.1 Carrier shall not be liable to any person, firm or entity in any respect whatsoever including, without limitation, for damages, either direct, indirect, consequential, special, incidental, actual, punitive, or for any other damages or for any lost profits of any kind or nature whatsoever, arising out of mistakes, accidents, errors, omissions, interruptions, delays or defects in transmissions, including those which may be caused by Regulatory or Judicial authorities, arising out of or relating to this tariff or the obligations of Carrier pursuant to this tariff, and not caused by the negligence of the customer, commencing upon activation of service and in no event exceeding an amount equivalent to the proportionate charge to the customer for the period of service during which mistakes, accidents, errors, omissions, interruptions, delays or defects in transmission occur. Carrier makes no warranty, whether express, implied or statutory, as to the description, quality, merchantability, completeness or fitness for any purpose of the service or local access, or as to any other matter, all of which warranties are hereby excluded and disclaimed.

Carrier shall have no liability of any kind to any person, firm or entity for any act or omission of itself or its agents or any other representatives excepting and only as follows:

---

ISSUED: June 21, 1996

EFFECTIVE

ISSUED BY: Michael Avignon, CEO  
Axces, Inc., d/b/a Axces of Delaware, Inc  
2500 Wilcrest, 3rd Floor  
Houston, Texas 77042



---

2.4 General Limitation of Liability of Carrier (continued)

Carrier, at its own expense, will indemnify the customer and hold it harmless in respect to any and all loss, damage, liability or expense asserted against the customer by a third party on account of any property damage or personal injury caused by any negligence or willful misconduct of Carrier or its agents or representatives arising out of performance by Carrier of any testing or other activities on the customer's premises pursuant to this tariff. Carrier's obligations under the immediately preceding sentence shall be subject to the customer's full performance of this tariff and subject further to the customer's duty to take reasonable precautions in the location, construction, maintenance and operation of all activities, facilities and equipment for the protection against hazard or injury and so as to not interfere with the services provided by Carrier.

2.4.2 Carrier shall be indemnified and held harmless by the customer against

- A. Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name, or service mark arising out of the material, data information, or other content transmitted over the carrier's facilities; and
- B. All other claims arising out of any act or omission by the customer in connection with any service provided by Carrier

2.4.3 Carrier shall not be liable for, and the customer indemnifies and holds Carrier harmless from, any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by the customer or by any party or persons, for a personal injury to, or death of, any person or persons, and for any loss, damage, defacement, or destruction of the premises of the customer or any other 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, condition, location, or use that is not the direct result of the carrier's negligence. No agents or employees or other carriers shall be deemed to be agents or employees of Carrier.

---

ISSUED June 21, 1996

EFFECTIVE

ISSUED BY Michael Avignon, CEO  
Axces, Inc., d/b/a Axces of Delaware, Inc.  
2500 Wilcrest, 3rd Floor  
Houston, Texas 77042

---

2.4 General Limitation of Liability of Carrier (continued)

2.4.4 With respect to the routing of calls by Carrier to public safety answering points or municipal Emergency Service providers, Carrier's liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of Carrier's action, or failure to act in routing the call, or (b) the sum of \$1,000.00 whichever is less

2.5 Interruption of Service

A credit allowance for interruptions of service which are not due to Carrier's testing or adjusting, to the negligence of the customer, or to the failure of the channels, equipment, and/or communications systems provided by the customer, are subject to the general liability provisions set forth in Section 2.4 of this tariff. It shall be the obligation of the customer to notify Carrier of any interruption in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by or within the customer's control and is not in wiring or equipment connected to Carrier's terminal.

2.6 Restoration of Service

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

2.7 Responsibility of the Customer

2.7.1 All customers assume general responsibilities in connection with the provisions and use of Carrier's service. When facilities, equipment, and/or communication systems provided by others are connected to Carrier's facilities, the customer assumes additional responsibilities. All customers are responsible for the following:

- A The customer is responsible for placing orders for service, paying all charges for service rendered by Carrier and complying with all of Carrier's regulations governing the service. The customer is also responsible for assuring that its users comply with regulations.

---

ISSUED: June 21, 1996

EFFECTIVE

ISSUED BY Michael Avignon, CEO  
Axces, Inc, d/b/a Axces of Delaware, Inc  
2500 Wilcrest, 3rd Floor  
Houston, Texas 77042

---

2.7 Responsibility of the Customer (Continued)

- B When placing an order for service, the customer must provide
  - 1 The name(s) and address(es) of the person(s) responsible for the payment of service charges.
  - 2 The name(s), telephone number(s), and address(es) of the customer contact person(s)
  
- C The customer must pay Carrier for the replacement or repair of Carrier's equipment when the damage results from:
  - 1 The negligence or willful act of the customer or user
  - 2 Improper use of service.
  - 3 Any use of equipment or service provided by others
  
- D After receipt of payment for the damages, Carrier will cooperate with the customer in prosecuting a claim against any third party causing damage

2.7.2 Availability of Service for Maintenance, Testing, and Adjustment

Upon reasonable notice, the equipment provided by Carrier shall be made available 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

2.7.3 Deposits

- A The company does not require a deposit from the customer
  
- B For customers whom the company feel an advance payment is necessary, Carrier 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 the next month

---

ISSUED June 21, 1996

EFFECTIVE

ISSUED BY Michael Avignon, CEO  
Axces, Inc., d/b/a Axces of Delaware, Inc  
2500 Wilcrest, 3rd Floor  
Houston, Texas 77042

---

2 7 4 Credit Allowance

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

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

---

ISSUED June 21, 1996

EFFECTIVE

ISSUED BY Michael Avignon, CEO  
Axces, Inc., d/b/a Axces of Delaware, Inc  
2500 Wilcrest, 3rd Floor  
Houston, Texas 77042

---

2.7.5 Cancellation by Customer

If a customer orders services requiring special equipment and/or facilities dedicated to customer's use and then cancels his order before the service begins or before a completion of the minimum period mutually agreed upon by customer and Carrier, a charge will be made to customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of customer by Carrier and not fully reimbursed by installation and monthly charges. If, based on such an order, any construction has either begun or been completed, but no such services provided, the non-recoverable cost of such construction shall be borne by customer.

2.7.6 Payment and Charges for Services

Charges for service are applied on a recurring and non-recurring basis. Service is provided and billed on a monthly basis. Service continues to be provided until disconnected by customer in writing.

A Payment of Charges

Payment will be due upon receipt of the statement and shall be considered past due or delinquent after fifteen days past the due date. Interest at the greater of 1.5% per month or the highest rate allowed by law will accrue on any unpaid amount commencing on the sixteenth day after rendition of the bill.

1. Customer is responsible for payment of all charges for service furnished to customer. The initial billing may consist of 1 month's estimated usage billed in advance. Thereafter, charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and non-recurring charges for services ordered will be billed monthly in advance.

---

ISSUED June 21, 1996

EFFECTIVE

ISSUED BY: Michael Avignon, CEO  
Axces, Inc., d/b/a Axces of Delaware, Inc  
2500 Wilcrest, 3rd Floor  
Houston, Texas 77042

---

2.7.6 Payment and Charges for Services

A Payment of Charges (continued)

- 2 Service may be denied or discontinued for non-payment of amounts due Carrier, past the due date. Restoration of service will be subject to all applicable installation charges. Disconnection may not occur before fifteen (15) days from invoice. Carrier will give five (5) days written notice before disconnection occurs. Restoration of service will be subject to all applicable installation charges.
- 3 All state and local taxes (i.e. gross receipts tax, sales tax, and municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.7.7 Application of Charges

The charges for service are those in effect for the period that service is furnished.

2.8 Responsibility of Carrier

2.8.1 Calculation of Credit Allowance

Pursuant to limitations set forth in Section 2.7.4, when service is interrupted the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than two hours.
- B. The customer shall be credited for each hour or major fraction thereof that an interruption continues beyond two hours.

---

ISSUED: June 21, 1996

EFFECTIVE:

ISSUED BY: Michael Avignon, CEO  
Axces, Inc., d/b/a Axces of Delaware, Inc.  
2500 Wilcrest, 3rd Floor  
Houston, Texas 77042

---

2.8.1 Calculation of Credit Allowance (Continued)

- C. When a minimum usage charge is applicable and the customer fails to meet a usage minimum credit, the outage shall be applied against that minimum equal to 1/360th of the monthly minimum charges associated with the portion of service disabled for each period of two hours or major fraction thereof that the interruption continues
- D. Customers have up to 60 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits

2.8.2 Cancellation of Credit

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

2.8.3 Disconnection of Service by Carrier

Carrier, upon 5 days written notice to the customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- A. Non-payment of any sum due to Carrier for service for more than 30 days beyond date of rendition of the bill for such service;
- B. A violation of any regulation governing the service under this tariff.
- C. A violation of any law, rule, or regulation of any government authority having jurisdiction over the service, or
- D. Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

---

ISSUED: June 21, 1996

EFFECTIVE:

ISSUED BY: Michael Avignon, CEO  
Axces, Inc., d/b/a Axces of Delaware, Inc.  
2500 Wilcrest, 3rd Floor  
Houston, Texas 77042

---

2.8.4 Fractional Charges

Charges for a fractional part of a month (following a full month) are calculated by counting the number of days remaining in the billing period after service is furnished or discontinued beginning with the day after service was furnished or discontinued. Divide the number of days by thirty days and multiply the resultant fraction by the monthly charge.

2.8.5 Uncompleted Call

There shall be no charge to the caller for any uncompleted calls

- 1) Carrier will not knowingly bill for uncompleted calls
- 2) Carrier will provide full credit for any call of one minute or less upon being informed by a customer that the call was not completed
- 3) An uncompleted call includes, but shall not be limited to
  - A. calls terminating to an intercept recording, line intercept operator, or a busy tone; or
  - B. calls that do not answer.
- 4) An uncompleted call does not include calls using busy line interrupt, line status verification or directory assistance services.

---

ISSUED June 21, 1996

EFFECTIVE

ISSUED BY: Michael Avignon, CEO  
Axces, Inc., d/b/a Axces of Delaware, Inc.  
2500 Wilcrest, 3rd Floor  
Houston, Texas 77042



---

SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 Timing of Calls

3.1.1 Customer time begins when the Company receives signalling to detect that the network connection between the calling party and the Carrier network has been established. For Operator Station and Person-to-Person calls chargeable time will not begin until the final connection is established between the calling party and the called party. No charge will apply to Person-to-Person calls for which the designated party or agreed alternate is unavailable. In all cases, chargeable time ends when either party disconnects.

There are no charges incurred if a call is not completed

The minimum length of a call for billing purposes is sixty (60) seconds, unless otherwise specified under the individual description of service contained in this tariff.

3.2 Start of Billing

For billing purposes, the start of service is the day following acceptance by the customer of Carrier's service or equipment. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day after receipt by Carrier of notification of cancellation.

3.3 Interconnection

Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Carrier. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment of Carrier and other participating carriers shall be provided at the customer's expense.

Customer is responsible for taking all necessary legal steps for interconnecting his customer-provided terminal equipment or communications systems with Carrier's. The customer shall secure all licenses, permits, right-of-ways, and other arrangements necessary for such interconnection.

---

ISSUED: June 21, 1996

EFFECTIVE

ISSUED BY Michael Avignon, CEO  
Axces, Inc., d/b/a Axces of Delaware, Inc.  
2500 Wilcrest, 3rd Floor  
Houston, Texas 77042

---

3.4 Terminal Equipment

Carrier's service may be used with or terminated in customer provided terminal equipment or customer provided communication systems, such as teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the customer, except as otherwise provided. The customer is responsible for all costs at his premises, including customer personnel, wiring, electrical power, and the like incurred in his use of carrier's service.

3.4.1 When terminal equipment is used, the equipment shall comply with the minimum protective criteria set forth within the telecommunications industry and shall not interfere with service furnished to other customers. Any necessary additional protective equipment shall be employed at the customer's expense.

3.4.2 The power of the signal which may be applied by the customer-provided equipment at the point of termination will be specified by the Carrier for each application, to be consistent with the signal power allowed on the telecommunications network.

To protect the telecommunications services from interference at frequencies which are above the band of service provided, the carrier will specify the acceptable signal power to be applied by the customer provided equipment or communications system at the point of termination to insure that the input to the facilities does not exceed acceptable limits.

3.4.3 The customer shall ensure that his terminal facilities are of the proper mode, band-width, power, data, speed and signal level for the intended use of the customer, and that the signals do not damage Carrier's equipment, injure personnel or degrade service to other customers.

3.4.4 If the customer fails to maintain and operate his terminal equipment properly, Carrier may require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety of service, Carrier may, upon written notice, terminate the customer's service.

---

ISSUED June 21, 1996

EFFECTIVE

ISSUED BY Michael Avignon, CEO  
Axces, Inc., d/b/a Axces of Delaware, Inc  
2500 Wilcrest, 3rd Floor  
Houston, Texas 77042

---

3.5 Calculation of Distance

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

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The company uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communication Research in their NPA-NXX V&H Coordinate Tape and AT&T Tariff.

$$\text{Formula: } V = \frac{\sqrt{(V1 - V2)^2 + (H1 - H2)^2}}{10}$$

3.6 Minimum Call Completion Rate

The customer can expect a call completion rate of 99% per 100 calls attempted during peak use periods for all Feature Group D (1+) services.

3.7 Special Services

For the purpose of this tariff, a Special Service is deemed to be any service requested by the customer for which there is no prescribed rate in this tariff. Special Services charges will be developed on an individual case basis and filed in this tariff.

3.7.1 Specific Regulations

Special Service charges will be based on the estimated cost of furnishing such services including cost of operating and maintaining such a service, the cost of equipment and materials used in providing such a service, the cost of installation including engineering, labor supervision, transportation, and the cost of any other specific item associated with the particular Special Service request.

- A. If Carrier obtains customer requested facilities not normally used to provide service, the cost incurred will be billed as a Special Service.

---

ISSUED: June 21, 1996

EFFECTIVE

ISSUED BY: Michael Avignon, CEO  
Axces, Inc., d/b/a Axces of Delaware, Inc.  
2500 Wilcrest, 3rd Floor  
Houston, Texas 77042

---

3.7 Special Services

3.7.1 Specific Regulations (Continued)

- B. If Carrier provides customer requested technical assistance not normally required, the costs involved will be billed as a Special Service.
- C. Where special signaling, conditioning, equipment, or other features are required to make customer-provided equipment compatible with Carrier service, the cost of providing these features will be billed as a Special Service.

3.8 Description of Carrier Service

Carrier will provide common shared access switched service, hereinafter referred to as Message Toll Service or MTS, outbound Wide Area Telephone Service (WATS), Inbound 800 Service, Directory Assistance and Operator Service. The customer's total monthly use of Carrier's service is charged at the applicable rates per minute set forth herein and are based on the airline mileage between the points, where applicable, as determined by Calculation of Distance formula set forth herein. Carrier will engineer its switching systems on the basis that ninety-nine percent (99%) of the customers accessing their system will be served during the busy hour.

3.8.1 Message Toll Service (MTS)

MTS service is a measured use, full time service and is offered on a monthly basis, utilizing inter-city communications facilities shared among multiple users. The individual customer's basic monthly charges for the use of such inter-city communications facilities are based upon the time of day, the total minutes the customer utilizes such facilities or the distance of each call. For each call under the MTS option, the minimum charge shall be the applicable charge for one minute of use with use in excess of one minute during a call charged at the applicable rate per minute with the fraction, if any, of the last minute of each call rounded up to the next highest whole minute, unless stated otherwise.

---

ISSUED: June 21, 1996

EFFECTIVE

ISSUED BY: Michael Avignon, CEO  
Axces, Inc., d/b/a Axces of Delaware, Inc  
2500 Wilcrest, 3rd Floor  
Houston, Texas 77042

---

3.8.2 Wats Service

Carrier WATS is a one-way outbound service requiring the customer to originate calls via a dedicated access facility between the customer's premises and Carrier's terminal location and allowing the completion of calls via Carrier's interexchange facilities and the facilities leased from other carriers. The dedicated access facility is provided by the Local Exchange Carrier. Carrier will act as agent for the customer in the ordering and installation of such facilities.

3.8.3 800 Services

800 Service is the furnishing of dial-type intrastate telecommunications originating on feature group facilities provided by the Local Exchange Carrier (LEC) and terminating on a Regular Business Line or a Special Access Line (SAL).

A. Availability of 800 Service

The furnishing of 800 Service under this tariff will require certain physical arrangements of the facilities of the local exchange carrier and is therefore subject to the availability of such facilities.

B. Use of the 800 Service

1. 800 service is provided for use by the customer and may be used by others when so authorized by the customer, provided that such usage is subject to the provisions of this tariff.
2. 800 service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of the service includes:
  - (a) The acceptance of an 800 service call in response to an uncompleted Message Telecommunications Service (MTS) call placed to send information and avoid the MTS charge.

---

ISSUED June 21, 1996

EFFECTIVE

ISSUED BY: Michael Avignon, CEO  
Axces, Inc., d/b/a Axces of Delaware, Inc  
2500 Wilcrest, 3rd Floor  
Houston, Texas 77042

---

3.8.3 800 Services

B. Use of the 800 Service

- (b) The obtaining or attempting to obtain, or assisting another to obtain or to attempt to obtain 800 service through any fraudulent means with intent of avoiding payment of the regular charges for such service

C. Provisioning Scope and Responsibility

800 service arrangements include account planning, testing, maintenance, billing service accuracy and customer inquiry responsibility. Local Exchange Carrier facilities are standard components of 800 service arrangements. 800 services include access lines provided and are billed as part of the service arrangements by the respective LEC. The company reserves the right to delay or defer service ordering and provisioning in locations where billing capability and facilities are not available to Carrier and/or no customer demand exists.

D. Design Layout Requirements for 800 Service

Since 800 service access line facilities are provided and billed by the LECs as part of the company's 800 service arrangements, any customer or other carrier request for access line design parameter should be directed to the LEC as the access line facilities provider.

E. Limitation of 800 Service

800 service is furnished upon the condition that the subscriber contracts for adequate facilities to permit the use of this service without injurious effects upon it or any service rendered by the company. The company may terminate or refuse to furnish 800 service to any applicant, without incurring any liability, if the use of the service would interfere with or impair any service rendered by the company.

---

ISSUED: June 21, 1996

EFFECTIVE:

ISSUED BY: Michael Avignon, CEO  
Axces, Inc., d/b/a Axces of Delaware, Inc.  
2500 Wilcrest, 3rd Floor  
Houston, Texas 77042

---

3.8.3 Reservation of Numbers for 800 Services

Carrier will accept a prospective 800 service customer's request for a particular 800 service telephone number (up to ten (10) in total), and will reserve such number(s) on a first come first serve basis. All requests for 800 service telephone number reservations must be made in writing, dated and signed by a responsible representative of the customer. Carrier does not guarantee the reservation of number(s) until that number is assigned. The 800 services telephone number(s) so requested, if found to be available, will be reserved for and furnished to the eligible customer, provided the customer subscribes to 800 service within 10 days of the reservation of said number and uses the service within an additional 90 day period. If the customer who has received a number does not subscribe to and use the service within the appropriate 10 and 90 day periods specified above, the company reserves the right to make the number available for use by another customer in accordance with the terms of the section.

3.8.4 Incoming 800 Service

Incoming 800 is a service that allows calls to be terminated on feature group facilities provided by the local exchange carrier network.

3.9 Travel Card Service

Travel Card Service is a special travel feature whereby a customer can access the network via an 800 number (provided by Carrier) from any touchtone phone anywhere in the continental United States.

3.10 Directory Assistance

Carrier will not charge a fee for directory assistance rather, carrier will pass through, at its cost, the cost for providing directory assistance.

---

ISSUED June 21, 1996

EFFECTIVE:

ISSUED BY: Michael Avignon, CEO  
Axces, Inc., d/b/a Axces of Delaware, Inc  
2500 Wilcrest, 3rd Floor  
Houston, Texas 77042

---

SECTION 4 - RATES AND CHARGES

4.1 Rate Periods

Day Rate Period - Hours of 8 a.m. up to, but not including, 5 p.m. Monday through Friday, except on Carrier recognized holidays.

Evening Rate Period - Hours of 5 p.m. up to, but not including, 11 p.m. Sunday through Friday.

Night and Weekend Rate Period - The hours of 11 p.m. up to, but not including 8 a.m. every day, from 8 a.m. up to, but not including 11 p.m. on Saturday, and from 8 a.m. up to, but not including 5 p.m. on Sunday.

Holiday Rate Period - The Evening Rate Period will apply to calls made on Carrier recognized Holidays, provided, that calls made on a Holiday during the Night/Weekend Rate Period shall be billed at the lower of the Evening Rate and the Night/Weekend Rate.

Off-Peak Rate Period - Services using this rate structure consist of the hours from 5:00 p.m. up to, but not including 8:00 a.m. seven days a week, regardless of weekends or holidays.

Peak Rate Period - Services using this rate structure consist of the hours from 8:00 a.m. up to, but not including 5:00 p.m. seven days a week, regardless of weekends or holidays.

4.2 Usage Charges and Billing Increments

A. Usage Charges

Unless flat rated, usage charges are determined by the time of day rate periods and minutes of use within each rate period. The rate period is determined by the time and day of call origination at the customer's location.

B. Billing Increments

Depending on the product customer chooses usage is billed in increments of sixty (60) seconds.

---

ISSUED: June 21, 1996

EFFECTIVE:

ISSUED BY: Michael Avignon, CEO  
Axces, Inc., d/b/a Axces of Delaware, Inc.  
2500 Wilcrest, 3rd Floor  
Houston, Texas 77042



---

4.3 MTS Service Plans

A Plan 912

1. Plan 912 is a month-to-month flat rated two-way calling multipoint service, accessible by customers on a dial-up basis
2. Rate: 1349 flat (Day, Evening, Night).
3. Billing: Plan 912 is billed in 60 second increments

B. Plan 913

1. Plan 913 is a month-to-month flat rated two-way calling multipoint service, accessible by customers on a dial-up basis
2. Rate: 1399 flat (Day, Evening, Night).
3. Billing: Plan 913 is billed in 60 second increments

C. Plan 914

1. Plan 914 is a month-to-month flat rated two-way calling multipoint service, accessible by customers on a dial-up basis
2. Rate: 1449 flat (Day, Evening, Night)
3. Billing: Plan 914 is billed in 60 second increments

D Plan 915

1. Plan 915 is a month-to-month flat rated two-way calling multipoint service, accessible by customers on a dial-up basis.
2. Rate: 1499 flat (Day, Evening, Night)
3. Billing: Plan 915 is billed in 60 second increments

---

ISSUED June 21, 1996

EFFECTIVE

ISSUED BY Michael Avignon, CEO  
Axces, Inc., d/b/a Axces of Delaware, Inc  
2500 Wilcrest, 3rd Floor  
Houston, Texas 77042

---

E Plan 916

- 1 Plan 916 is a month-to-month flat rated two-way calling multipoint service, accessible by customers on a dial-up basis
- 2 Rate: .1520 flat (Day, Evening, Night)
- 3 Billing: Plan 916 is billed in 60 second increments

F Plan 9165

- 1 Plan 9165 is a month-to-month flat rated two-way calling multipoint service, accessible by customers on a dial-up basis
- 2 Rate: .1549 flat (Day, Evening, Night)
- 3 Billing: Plan 9165 is billed in 60 second increments

G Plan 917

- 1 Plan 917 is a month-to-month flat rated two-way calling multipoint service, accessible by customers on a dial-up basis
- 2 Rate: .1550 flat (Day, Evening, Night)
- 3 Billing: Plan 917 is billed in 60 second increments

H Plan 918

- 1 Plan 918 is a month-to-month flat rated two-way calling multipoint service, accessible by customers on a dial-up basis
- 2 Rate: 1589 flat (Day, Evening, Night)
- 3 Billing: Plan 918 is billed in 60 second increments

---

ISSUED June 21, 1996

EFFECTIVE

ISSUED BY Michael Avignon, CEO  
Axces, Inc., d/b/a Axces of Delaware, Inc.  
2500 Wilcrest, 3rd Floor  
Houston, Texas 77042

---

I Plan 919

1. Plan 919 is a month-to-month flat rated two-way calling multipoint service, accessible by customers on a dial-up basis.
2. Rate: .1599 flat (Day, Evening, Night).
3. Billing: Plan 919 is billed in 60 second increments.

J Plan 920

1. Plan 920 is a month-to-month flat rated two-way calling multipoint service, accessible by customers on a dial-up basis.
2. Rate: .1649 flat (Day, Evening, Night).
3. Billing: Plan 920 is billed in 60 second increments.

K Plan 921

1. Plan 921 is a month-to-month flat rated two-way calling multipoint service, accessible by customers on a dial-up basis.
2. Rate: .1699 flat (Day, Evening, Night).
3. Billing: Plan 921 is billed in 60 second increments.

L Plan 922

1. Plan 922 is a month-to-month flat rated two-way calling multipoint service, accessible by customers on a dial-up basis.
2. Rate: .1749 flat (Day, Evening, Night).
3. Billing: Plan 922 is billed in 60 second increments.

---

ISSUED June 21, 1996

EFFECTIVE:

ISSUED BY: Michael Avignon, CEO  
Axces, Inc., d/b/a Axces of Delaware, Inc.  
2500 Wilcrest, 3rd Floor  
Houston, Texas 77042

---

M. Plan 923

1. Plan 923 is a month-to-month flat rated two-way calling multipoint service, accessible by customers on a dial-up basis
2. Rate: 1799 flat (Day, Evening, Night)
3. Billing: Plan 923 is billed in 60 second increments.

N. Plan 924

1. Plan 924 is a month-to-month flat rated two-way calling multipoint service, accessible by customers on a dial-up basis.
2. Rate: 1849 flat (Day, Evening, Night)
3. Billing: Plan 924 is billed in 60 second increments.

O. Plan 925

1. Plan 925 is a month-to-month flat rated two-way calling multipoint service, accessible by customers on a dial-up basis.
2. Rate: 1899 flat (Day, Evening, Night)
3. Billing: Plan 925 is billed in 60 second increments.

P. Plan 926A

1. Plan 926A is a month-to-month flat rated two-way calling multipoint service, accessible by customers on a dial-up basis
2. Rate: 1999 flat (Day, Evening, Night)
3. Billing: Plan 926A is billed in 60 second increments

---

ISSUED: June 21, 1996

EFFECTIVE

ISSUED BY: Michael Avignon, CEO  
Axces, Inc., d/b/a Axces of Delaware, Inc  
2500 Wilcrest, 3rd Floor  
Houston, Texas 77042

---

Q Plan 926B

1. Plan 926B is a month-to-month two-way calling multipoint service, accessible by customers on a dial-up basis.
2. Rate: .2889 (Day)  
.2389 (Evening)  
.2189 (Night)  
\$2.86 monthly fee
3. Billing: Plan 926B is billed in 60 second increments.

R Plan 927

1. Plan 927 is a month-to-month two-way calling multipoint service, accessible by customers on a dial-up basis.
2. Rate: .2999 (Day)  
.2489 (Evening)  
.2289 (Night)  
\$2.86 monthly fee
3. Billing: Plan 927 is billed in 60 second increments.

S Plan 928

1. Plan 928 is a month-to-month two-way calling multipoint service, accessible by customers on a dial-up basis.
2. Rate: .2500 (Day)  
.1990 (Evening)  
.1990 (Night)
3. Billing: Plan 928 is billed in 60 second increments.

---

ISSUED: June 21, 1996

EFFECTIVE:

ISSUED BY: Michael Avignon, CEO  
Axces, Inc., d/b/a Axces of Delaware, Inc.  
2500 Wilcrest, 3rd Floor  
Houston, Texas 77042

---

4.4 800 Service Plans

A Plan 801

1. Plan 801 is a month-to-month, incoming service that allows calls which originate on the feature group facilities provided by the local exchange carrier to be terminated on a regular business line or special access line.
2. Rate: 1499 flat (Day, Evening, Night).
3. Billing: Plan 801 is billed in 60 second increments

B Plan 802

1. Plan 802 is month-to-month, incoming service that allows calls which originate on the feature group facilities provided by the local exchange carrier to be terminated on a regular business line or special access line.
2. Rate: 1549 flat (Day, Evening, Night)
3. Billing: Plan 802 is billed in 60 second increments

C Plan 803

1. Plan 803 is month-to-month, incoming service that allows calls which originate on the feature group facilities provided by the local exchange carrier to be terminated on a regular business line or special access line
2. Rate: 1599 flat (Day, Evening, Night)
3. Billing: Plan 803 is billed in 60 second increments.

---

ISSUED June 21, 1996

EFFECTIVE:

ISSUED BY Michael Avignon, CEO  
Axces, Inc, d/b/a Axces of Delaware, Inc  
2500 Wilcrest, 3rd Floor  
Houston, Texas 77042

D Plan 804

1. Plan 804 is month-to-month, incoming service that allows calls which originate on the feature group facilities provided by the local exchange carrier to be terminated on a regular business line or special access line.
2. Rate: 1649 flat (Day, Evening, Night)
3. Billing: Plan 804 is billed in 60 second increments

E Plan 805

1. Plan 805 is month-to-month, incoming service that allows calls which originate on the feature group facilities provided by the local exchange carrier to be terminated on a regular business line or special access line.
2. Rate: 1699 flat (Day, Evening, Night)
3. Billing: Plan 805 is billed in 60 second increments.

F Plan 806

1. Plan 806 is month-to-month, incoming service that allows calls which originate on the feature group facilities provided by the local exchange carrier to be terminated on a regular business line or special access line.
2. Rate: 1749 flat (Day, Evening, Night)
3. Billing: Plan 806 is billed in 60 second increments

---

ISSUED June 21, 1996

EFFECTIVE

ISSUED BY: Michael Avignon, CEO  
Axces, Inc., d/b/a Axces of Delaware, Inc  
2500 Wilcrest, 3rd Floor  
Houston, Texas 77042

---

G Plan 807

1. Plan 807 is month-to-month, incoming service that allows calls which originate on the feature group facilities provided by the local exchange carrier to be terminated on a regular business line or special access line.
2. Rate: .1799 flat (Day, Evening, Night)
3. Billing: Plan 807 is billed in 60 second increments.

H Plan 808

1. Plan 808 is month-to-month, incoming service that allows calls which originate on the feature group facilities provided by the local exchange carrier to be terminated on a regular business line or special access line.
2. Rate: .1849 flat (Day, Evening, Night)
3. Billing: Plan 808 is billed in 60 second increments.

I Plan 809

1. Plan 809 is month-to-month, incoming service that allows calls which originate on the feature group facilities provided by the local exchange carrier to be terminated on a regular business line or special access line.
2. Rate: .1899 flat (Day, Evening, Night)
3. Billing: Plan 809 is billed in 60 second increments.

---

ISSUED June 21, 1996

EFFECTIVE

ISSUED BY Michael Avignon, CEO  
Axces, Inc., d/b/a Axces of Delaware, Inc.  
2500 Wilcrest, 3rd Floor  
Houston, Texas 77042



---

J Plan 810

1. Plan 810 is month-to-month, incoming service that allows calls which originate on the feature group facilities provided by the local exchange carrier to be terminated on a regular business line or special access line.
2. Rate: .1949 flat (Day, Evening, Night)
3. Billing: Plan 810 is billed in 60 second increments.

K Plan 811

1. Plan 811 is month-to-month, incoming service that allows calls which originate on the feature group facilities provided by the local exchange carrier to be terminated on a regular business line or special access line
2. Rate: .1999 flat (Day, Evening, Night)
3. Billing: Plan 811 is billed in 60 second increments.

L Plan 812

1. Plan 812 is month-to-month, incoming service that allows calls which originate on the feature group facilities provided by the local exchange carrier to be terminated on a regular business line or special access line.
2. Rate: .2099 flat (Day, Evening, Night)
3. Billing: Plan 812 is billed in 60 second increments.

---

ISSUED June 21, 1996

EFFECTIVE

ISSUED BY: Michael Avignon, CEO  
Axces, Inc, d/b/a Axces of Delaware, Inc.  
2500 Wilcrest, 3rd Floor  
Houston, Texas 77042

---

4.5 Travel Card Service Plans

A Plan 701

1. Plan 701 is a special travel feature whereby a Axces customer may access the network by means of an 800 number (provided by Axces) from any touchtone phone in the continental U. S.
2. Rate: .2490 flat (Day, Evening, Night).
3. Billing: Plan 701 is billed in 60 second increments.

B. Plan 702

1. Plan 702 is a special travel feature whereby a Axces customer may access the network by means of an 800 number (provided by Axces) from any touchtone phone in the continental U. S.
2. Rate: .2990 flat (Day, Evening, Night)
3. Billing: Plan 702 is billed in 60 second increments.

C. Plan 703

1. Plan 703 is a special travel feature whereby a Axces customer may access the network by means of an 800 number (provided by Axces) from any touchtone phone in the continental U. S.
2. Rate: .3049 flat (Day, Evening, Night)
3. Billing: Plan 703 is billed in 60 second increments.

---

ISSUED: June 21, 1996

EFFECTIVE:

ISSUED BY Michael Avignon, CEO  
Axces, Inc., d/b/a Axces of Delaware, Inc.  
2500 Wilcrest, 3rd Floor  
Houston, Texas 77042

---

D Plan 704

1. Plan 704 is a special travel feature whereby a Axces customer may access the network by means of an 800 number (provided by Axces) from any touchtone phone in the continental U. S.
2. Rate: .3099 flat (Day, Evening, Night).
3. Billing: Plan 704 is billed in 60 second increments.

E. Plan 705

1. Plan 705 is a special travel feature whereby a Axces customer may access the network by means of an 800 number (provided by Axces) from any touchtone phone in the continental U. S.
2. Rate: .3149 flat (Day, Evening, Night).
3. Billing: Plan 705 is billed in 60 second increments.

F. Plan 706

1. Plan 706 is a special travel feature whereby a Axces customer may access the network by means of an 800 number (provided by Axces) from any touchtone phone in the continental U. S.
2. Rate: .3199 flat (Day, Evening, Night).
3. Billing: Plan 706 is billed in 60 second increments

G Plan 707

1. Plan 707 is a special travel feature whereby a Axces customer may access the network by means of an 800 number (provided by Axces) from any touchtone phone in the continental U. S.
2. Rate: .3249 flat (Day, Evening, Night)
3. Billing: Plan 707 is billed in 60 second increments.

---

ISSUED: June 21, 1996

EFFECTIVE:

ISSUED BY Michael Avignon, CEO  
Axces, Inc., d/b/a Axces of Delaware, Inc  
2500 Wilcrest, 3rd Floor  
Houston, Texas 77042

---

H Plan 708

1. Plan 708 is a special travel feature whereby a Axces customer may access the network by means of an 800 number (provided by Axces) from any touchtone phone in the continental U. S.
2. Rate: 3250 flat (Day, Evening, Night)
3. Billing: Plan 708 is billed in 60 second increments

I Plan 709

1. Plan 709 is a special travel feature whereby a Axces customer may access the network by means of an 800 number (provided by Axces) from any touchtone phone in the continental U. S.
2. Rate: 3299 flat (Day, Evening, Night)
3. Billing: Plan 709 is billed in 60 second increments.

J Plan 710

1. Plan 710 is a special travel feature whereby a Axces customer may access the network by means of an 800 number (provided by Axces) from any touchtone phone in the continental U. S.
2. Rate: 3349 flat (Day, Evening, Night)
3. Billing: Plan 710 is billed in 60 second increments.

K Plan 711

1. Plan 711 is a special travel feature whereby a Axces customer may access the network by means of an 800 number (provided by Axces) from any touchtone phone in the continental U. S.
2. Rate: 3399 flat (Day, Evening, Night)
3. Billing: Plan 711 is billed in 60 second increments

---

ISSUED: June 21, 1996

EFFECTIVE

ISSUED BY Michael Avignon, CEO  
Axces, Inc., d/b/a Axces of Delaware, Inc.  
2500 Wilcrest, 3rd Floor  
Houston, Texas 77042

---

L Plan 712

- 1 Plan 712 is a special travel feature whereby a Axces customer may access the network by means of an 800 number (provided by Axces) from any touchtone phone in the continental U S
- 2 Rate: .3449 flat (Day, Evening, Night).
- 3 Billing: Plan 712 is billed in 60 second increments

4.6 Special Promotions

Prior approval of the Commission will be received for any special promotions offered by carrier. In no event will reduced rates offered under a special promotion extend for more than 90 days in any 12 month period.

4.7 Directory Assistance

The Company does not currently provide Directory Assistance services.

4.8 Rates Applicable for Hearing/Speech Impaired Persons

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 all 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 one-half the normal charges applying to the call.

---

ISSUED June 21, 1996

EFFECTIVE

ISSUED BY Michael Avignon, CEO  
Axces, Inc., d/b/a Axces of Delaware, Inc  
2500 Wilcrest, 3rd Floor  
Houston, Texas 77042

---

4 8 1 Telecommunications Relay Service

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

4 8 2 Directory Assistance

In the event that Company should seek approval from the Commission to provide directory assistance, there shall be no charge for up to fifty calls per billing cycle from lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of 50 within a billing cycle.

---

ISSUED June 21, 1996

EFFECTIVE

ISSUED BY

Michael Avignon, CEO  
Axces, Inc., d/b/a Axces of Delaware, Inc  
2500 Wilcrest, 3rd Floor  
Houston, Texas 77042

---

**INDEX**

Title Sheet	01
Check Sheet	02
Table of Contents	03
Symbols	04
Tariff Format	05
<u>Section 1 Technical Terms and Abbreviations</u>	06
1.1 Definitions	06
1.2 Abbreviations	11
<u>Section 2 Rules and Regulations</u>	12
2.1 Undertaking of Carrier	12
2.2 Limitations on Service	12
2.3 Use of Service	13
2.3.1 Minimum Service Period	13
2.4 General Limitation of Liability of Carrier	13
2.5 Interruption of Service	15
2.6 Restoration of Service	15
2.7 Responsibility of Customer	15
2.7.2 Availability of Service for Maintenance, Testing & Adjustment	16
2.7.3 Deposits	16
2.7.4 Credit Allowance	17
2.7.5 Cancellation by Customer	18
2.7.6 Payment and Charges for Services	18
2.7.7 Application of Charges	19
2.8 Responsibility of Carrier	19
2.8.1 Calculation of Credit Allowance	19
2.8.2 Cancellation of Credit	20
2.8.3 Disconnection of Service by Carrier	20
2.8.4 Fractional Charges	21
2.8.5 Uncompleted Call	21

---

ISSUED June 21, 1996

EFFECTIVE

ISSUED BY Michael Avignon, CEO  
Axces, Inc., d/b/a Axces of Delaware, Inc  
2500 Wilcrest, 3rd Floor  
Houston, Texas 77042

---

<u>Section 3 Description of Service and Rates</u>	21
3.1 Timing of Calls	21
3.2 Start of Billing	22
3.3 Interconnection	22
3.4 Terminal Equipment	23
3.5 Calculation of Distance	24
3.6 Minimum Call Completion Rate	24
3.7 Special Services	24
3.7.1 Specific Regulations	24
3.8 Description of Carrier Service	25
3.8.1 Message Toll Service (MTS)	25
3.8.2 Wats Service	26
3.8.3 800 Services	26
3.8.4 Incoming 800 Service	28
3.9 Travel Card Service	28
3.10 Directory Assistance	28
<u>Section 4 Rates and Charges</u>	29
4.1 Rate Periods	29
4.2 Usage Charges and Billing Increments	29
4.3 MTS Service Plans	30
4.4 800 Service Plans	35
4.5 Travel Card Service Plans	39
4.6 Special Promotions	42
4.7 Directory Assistance	42
4.8 Discounts for Hearing Impaired Customers	42
4.8.1 Telecommunications Relay Service	43
4.8.2 Directory Assistance	43
Index	44

---

ISSUED: June 21, 1996

EFFECTIVE

ISSUED BY Michael Avignon, CEO  
Axces, Inc., d/b/a Axces of Delaware, Inc.  
2500 Wilcrest, 3rd Floor  
Houston, Texas 77042



EXHIBIT C

Resumes

**Michael Avignon**

**Personal**

1500 Sandy Springs TH19  
Houston, TX 77042  
(713) 266-1769  
(713) 781-1187  
Social Security 587-05-3100

**Employment History**

AXCES, INC.  
Chairman, CEO  
1992-1995

Mendafender  
President  
1991-1992

Avani  
President  
1988-1991

Coin Leasing  
Chairman, CEO  
1982-1988

Satin Sweats  
President  
1980-1982

Consolidated Freightways  
Operations Manager  
1978-1980

Images  
Commercial Photographer  
1977-1978

**Timothy Joseph Till**

**Personal**

2739 Carolina Way  
Houston, TX 77005  
Hm (713) 977-2608  
Wk (713) 781-1187  
Social Security 568-72-2266

**Employment History**

AXCES, INC.  
President  
1992-1995

Isoetec  
Corporate Manager  
1986-1991

Southwestern Bell Telecom  
Project Manager  
1984-1986

Centel Business System  
Project Manager  
1978-1984

EXHIBIT D

Financial Statements

06/03/96 at 12:23PM

AXCES, INC. (CASH)  
BALANCE SHEET  
MAY 31, 1996

ASSETS  
-----

CURRENT ASSETS:

CHECKING-OPERATING-392250	\$	345,207.92	
SMITH BARNEY - EQUITIES		5,000.00	
ACC/REC - COASTAL/MONTHLY FEE		38,638.94	
		-----	
TOTAL CURRENT ASSETS	\$		388,846.86

PROPERTY AND EQUIPMENT:

Leasehold improvements	\$	4,531.32	
Equipment		2,166.10	
Furniture and fixtures		14,262.06	
Vehicles		60,408.87	
		-----	
TOTAL PROPERTY AND EQUIPMENT	\$		81,368.35

OTHER ASSETS:

OFFICER ADVANCE-A	\$	68,588.03	
OFFICER ADVANCE-T		100,054.31	
EMPLOYEE ADVANCE		3,901.57	
Utility deposits		175.00	
DEPOSIT-SWBT BAD DEBT		9,000.00	
DEPOSIT-RENT-NAGRON U.S.A.		2,161.00	
FCC & PUC TARIFFS		18,063.90	
		-----	
TOTAL OTHER ASSETS	\$		201,943.81

TOTAL ASSETS			\$	672,159.02
				-----

BALANCE SHEET  
MAY 31, 1996LIABILITIES AND EQUITY  
-----

## CURRENT LIABILITIES:

STATE SALES TAX	\$	76,311.04	
PAYROLL TAXES PAYABLE		3,132.85	
CURRENT PORTION LONG-TERM DEBT		31,008.87	
		-----	
TOTAL CURRENT LIABILITIES	\$		110,452.76

## EQUITY:

Common stock	\$	1,000.00	
Retained earnings	(	11,447.18)	
Initial cash balance offset		816.36	
NET INCOME (LOSS)		571,337.08	
		-----	
TOTAL EQUITY	\$		561,706.26
			-----
TOTAL LIABILITIES AND EQUITY	\$		672,159.02
			-----

AXCES, INC.  
STATEMENT OF INCOME AND EXPENSES  
FOR THE PERIOD(S)

	06/01/95 - 06/30/95		01/01/95 - 06/30/95	
	ACTUAL \$	Pct %	ACTUAL \$	Pct %
<b>SALES:</b>				
Sales	\$ 0.00	0.0%	\$ 124.53	0.0%
INCOME-COASTAL-ONE PLUS	186,433.34	99.1	1,000,484.29	97.0
INCOME-AMERICAN PAY-PAYPHONE	1,689.50	0.9	17,853.00	1.7
INCOME-SERVICE	0.00	0.0	12,217.12	1.2
INCOME - MISCELLANEOUS	0.00	0.0	330.00	0.0
<b>TOTAL SALES</b>	<b>188,122.84</b>	<b>100.0</b>	<b>1,031,008.94</b>	<b>100.0</b>
<b>COST OF SALES:</b>				
COGS-COASTAL-ONE PLUS	114,004.56	60.6	592,379.64	57.5
COGS - COASTAL SLAM FEES	6,206.22	3.3	62,166.50	6.0
COGS-APM-BAD DEBT	7,823.03	4.2	10,071.34	1.0
COGS-COASTAL BAD DEBTS	0.00	0.0	23,240.79	2.3
COGS-COASTAL-CUSTOMER REFUND	1,624.44	0.9	9,227.36	0.9
COGS-CHILD SEARCH DONATIONS	1,401.20	0.7	5,844.98	0.6
COGS-AMERICAN PAY-JV%	2,598.83	1.4	12,521.19	1.2
COGS-AGENTS ONE PLUS %	1,179.31	0.6	7,962.14	0.8
COGS-AGENTS PAYPHONE %	0.00	0.0	1,474.20	0.1
COGS-SERVICE	287.94	0.2	12,842.80	1.2
COGS-CHERRY BILLED-SLAM FEES	0.00	0.0	( 3,520.00)	( 0.3)
COLLECTION & BILLING FEES	4,333.00	2.3	4,333.00	0.4
<b>TOTAL COST OF SALES</b>	<b>139,458.53</b>	<b>74.1</b>	<b>738,543.94</b>	<b>71.6</b>
<b>GROSS PROFIT</b>	<b>48,664.31</b>	<b>25.9</b>	<b>292,465.00</b>	<b>28.4</b>
<b>SELLING EXPENSES:</b>				
CSR/DATA/FIELD- AGENCY CONT.	5,094.14	2.7	10,768.15	1.0
FIELD REPS-CONTRACT	10,317.01	5.5	59,104.78	5.7
DISPLAYS	0.00	0.0	12,743.14	1.2
LOA'S	1,189.48	0.6	4,841.99	0.5
PENS	1,004.69	0.5	1,291.69	0.1
STRING	454.04	0.2	526.78	0.1
MISC SALES EXPENSE	102.27	0.1	2,287.87	0.2
DALLAS OFFICE	658.10	0.3	8,351.35	0.8
Advertising	995.01	0.5	8,753.30	0.8
Brochures & catalogues	0.00	0.0	10.83	0.0
Travel	0.00	0.0	500.00	0.0
Misc expense - Sales	0.00	0.0	84.27	0.0
<b>TOTAL SELLING EXPENSES</b>	<b>19,814.74</b>	<b>10.5</b>	<b>109,264.15</b>	<b>10.6</b>
<b>GENERAL &amp; ADMINISTRATIVE:</b>				
SALARIES DATA PRO/CUSTOMER SER	15.00	0.0	876.07	0.1
AUTO EXPENSE-A	773.31	0.4	5,020.14	0.5
AUTO EXPENSE-T	417.33	0.2	2,229.33	0.2

AXCES, INC.  
STATEMENT OF INCOME AND EXPENSES  
FOR THE PERIOD(S)

	06/01/95 - 06/30/95		01/01/95 - 06/30/95	
	ACTUAL \$	Pct %	ACTUAL \$	Pct %
Bank service charges	0.00	0.0%	\$ 20.00	0.0%
Depreciation expense	49.00	0.0	49.00	0.0
Dues & subscriptions	283.65	0.2	1,184.08	0.1
Insurance - General	151.05	0.1	151.05	0.0
Insurance - Officers' life	58.20	0.0	349.20	0.0
Legal & accounting	0.00	0.0	710.00	0.1
Miscellaneous expense	0.00	0.0	67.66	0.0
MISC EXPENSE-A	2,726.69	1.4	15,237.35	1.5
MISC EXPENSE-T	1,880.54	1.0	8,531.74	0.8
Office expense	8,304.43	4.4	18,184.20	1.8
Outside services	0.00	0.0	752.79	0.1
Postage expense	702.00	0.4	1,485.79	0.1
Rent expense	717.92	0.4	4,486.90	0.4
Taxes - Payroll	229.52	0.1	429.01	0.0
Taxes - Other	0.00	0.0	308.33	0.0
Telephone	732.23	0.4	6,821.24	0.7
Travel & entertainment	860.60	0.5	2,034.32	0.2
<b>TOTAL GENERAL &amp; ADMINISTRATI</b>	<b>17,901.47</b>	<b>9.5</b>	<b>68,928.20</b>	<b>6.7</b>
<b>NET OPERATING INCOME (LOSS)</b>	<b>10,948.10</b>	<b>5.8</b>	<b>114,272.65</b>	<b>11.1</b>
<b>NET INCOME (LOSS) BEFORE TAX</b>	<b>10,948.10</b>	<b>5.8</b>	<b>114,272.65</b>	<b>11.1</b>
<b>NET INCOME (LOSS)</b>	<b>\$ 10,948.10</b>	<b>5.8%</b>	<b>\$ 114,272.65</b>	<b>11.1%</b>



EXHIBIT E  
Technical Ability

## TECHNICAL CAPABILITIES

The Applicant's underlying carriers, AT&T and Wiltel, will be responsible for the technical aspects of their services