

# METROLINK

96 JUL 15 AM 11:0

FLORIDA  
PUBLIC SERVICE COMM.  
DIV. OF ADMINISTRATION  
OUT IF CHECKED \_\_\_\_\_

July 11, 1996

960830-TI

Florida Public Service Commission  
Division of Administration  
2560 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

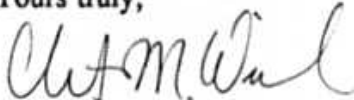
RE: **DOCKET NO. ~~960246-TI~~**  
**CPCN NO. 4452**  
**NAME CHANGE: GlobalOne, Inc. to MetroLink Communications, Inc.**

Dear Commission:

GlobalOne, Inc. recently received authority from the Public Service Commission to provide telecommunications services in the state of Florida through the Docket referenced above. GlobalOne was required to change its name and has obtained an amended certificate of authority from the Florida Secretary of State stating that GlobalOne is now known as MetroLink Communications, Inc., a copy of which is enclosed. MetroLink respectfully requests the authority granted by the Commission to GlobalOne reflect this name change and list MetroLink Communications, Inc. as the company with such authority to provide telecommunications services in Florida. Please note that there have been no changes to any information filed with the Commission other than the change in name. I enclose a copy of the company's tariff which changes the company's name.

Thank you for your attention to this filing, please contact me with any comments or concerns regarding this matter.

Yours truly,



Christina Weiksnar

enclosures

DOCUMENT NUMBER-DATE

07377 JUL 15 96

# PROFIT CORPORATION

## APPLICATION BY FOREIGN PROFIT CORPORATION TO FILE AMENDMENT TO APPLICATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA (Pursuant to s. 607.1504, F.S.)

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
96 JUN 21 AM 9:28

### SECTION I

(1-3 must be completed)

1. GlobalOne, Inc.  
Name of corporation as it appears on the records of the Department of State.
2. Illinois incorporated under laws of
3. December 18, 1995  
Date authorized to do business in Florida

### SECTION II

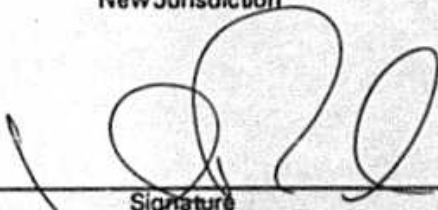
(4-7 complete only the applicable changes)

4. If the amendment changes the name of the corporation, when was the change effected under the laws of its jurisdiction of incorporation? May 15, 1996
5. MetroLink Communications, Inc.  
Name of corporation after the amendment, adding suffix "corporation", "company" or "incorporated," or appropriate abbreviation, if not contained in new name of the corporation.
6. If the amendment changes the period of duration, indicate new period of duration.

\_\_\_\_\_  
New Duration

7. If the amendment changes the jurisdiction of incorporation, indicate new jurisdiction.

\_\_\_\_\_  
New Jurisdiction

  
\_\_\_\_\_  
Signature

John Paulsen  
\_\_\_\_\_  
Typed or printed name

May 30, 1996  
\_\_\_\_\_  
Date

President  
\_\_\_\_\_  
Title

METROLINK COMMUNICATIONS, INC.

FL P.S.C. TARIFF NO. 1  
ORIGINAL SHEET 1

RECEIVED  
FLORIDA PUBLIC SERVICE COMMISSION  
MAIL ROOM  
FEB 15 8 59 AM '96

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by MetroLink Communications, Inc., with its principal office at 70 West Madison, Suite 5500 Chicago, Illinois 60602. This tariff applies for services furnished within the State of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: February 21, 1996

Effective:

METROLINK COMMUNICATIONS, INC.

John Paulsen, President  
70 West Madison, Suite 5500  
Chicago, Illinois 60602  
(312) 551-3444

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CHECK SHEET

Sheets 1 through 39 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes for the original tariff and are currently in effect as of the date on the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	ORIGINAL	33	ORIGINAL
2	ORIGINAL	34	ORIGINAL
3	ORIGINAL	35	ORIGINAL
4	ORIGINAL	36	ORIGINAL
5	ORIGINAL	37	ORIGINAL
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32	ORIGINAL		

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John Paulsen, President  
70 West Madison, Suite 5500  
Chicago, Illinois 60602  
(312) 551-3444

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(312) 551-3444

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John Paulsen, President  
70 West Madison, Suite 5500  
Chicago, Illinois 60602  
(312) 551-3444

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John Paulsen, President  
70 West Madison, Suite 5500  
Chicago, Illinois 60602  
(312) 551-3444



SYMBOLS

When changes are made to any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the following symbols:

- (D) - Delete or discontinue
- (I) - Change resulting in an increase to a customer's bill
- (M) - Moved from another tariff location
- (N) - New
- (R) - Change resulting in a reduction to a customer's bill
- (T) - Change in text or regulation but no change in rate or charge

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John Paulsen, President  
70 West Madison, Suite 5500  
Chicago, Illinois 60602  
(312) 551-3444

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**TARIFF FORMAT**

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Florida Public Service Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of the various suspension periods, deferrals and other procedures the Florida Public Service Commission follows in its tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding:

- 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.2.(a).I.(i).1.

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

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METROLINK COMMUNICATIONS, INC.  
John Paulsen, President  
70 West Madison, Suite 5500  
Chicago, Illinois 60602  
(312) 551-3444

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**SECTION 1 - TERMS AND ABBREVIATIONS**

- 1.1 **ACCOUNTING CODE:** A multi-digit code which enables a customer to allocate long distance charges to its internal accounts.
- 1.2 **AUTHORIZATION CODE:** A multi-digit code which enables a customer to access MetroLink's network and enables MetroLink to identify the customer's use for proper billing.
- 1.3 **BUSINESS SERVICE:** Telecommunications service provided to a customer for use primarily or substantially for a business, professional, institutional, or other occupational nature.
- 1.4 **COMMISSION:** Florida Public Service Commission.
- 1.5 **COMPANY:** MetroLink Communications, Inc.
- 1.6 **CUSTOMER:** A firm, organization, company, corporation or other entity which contracts for service under this Tariff and which is responsible for the payment of charges as well as compliance with Company's regulations pursuant to this Tariff. The term Customer is synonymous with the term Subscriber.
- 1.7 **DAY:** The time from 8:00 A.M. to, but not including, 5:00 P.M. local time at the originating city, Monday through Friday, excluding Company-specified holidays.
- 1.8 **DELINQUENT OR DELINQUENCY:** An account for which payment has not been paid in full on or before the last day for timely payment.
- 1.9 **END USER:** The individual placing a telephone call.
- 1.10 **EVENING:** The time from 5:00 P.M. to, but not including, 11:00 P.M. local time at the originating city, Sunday through Friday and on Company-specified holidays except when a lower rate would normally apply.
- 1.11 **EXCHANGE AREA:** A geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified areas where individual telephone exchange companies hold themselves out to provide communications services.
- 1.12 **HOLIDAYS:** The Company-specified holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. On holidays, evening rates apply through the day on which the holiday is observed unless a lower rate would normally apply.

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John Paulsen, President  
70 West Madison, Suite 5500  
Chicago, Illinois 60602  
(312) 551-3444

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- 1.13 **LOCAL ACCESS TRANSPORT AREA ("LATA"):** A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange company, and as permitted, a telecommunications company provides communications services.
- 1.14 **LOCAL EXCHANGE CARRIER/LOCAL EXCHANGE:** A company providing telecommunications service within a local exchange or LATA.
- 1.15 **MAIN BILLING NUMBER:** Telephone number assigned to a Customer to which Customer charges are billed.
- 1.16 **NIGHT/WEEKEND:** The time from 11:00 P.M. to, but not including, 8:00 A.M. local time in the originating city, all day on Saturday, and all day Sunday except from 5:00 P.M. to, but not including 11:00 P.M.
- 1.17 **NON-BUSINESS HOURS:** The time period after 5:00 P.M. and before 8:00 A.M., Monday through Friday, all day Saturday, Sunday and on holidays.
- 1.18 **NON-CUSTOMER DIALED/OPERATOR HANDLED CALL:** A service arrangement whereby an end user accesses an operator and requests the operator dial the destination number.
- 1.19 **OFF-PEAK:** The time from 5:00 P.M. to, but not including 8:00 A.M. Monday through Friday; all day Saturday and Sunday.
- 1.20 **OPERATOR SERVICES (OS):** Call intervention by either automated interface or live operators for the purpose of call completion or billing arrangements.
- 1.21 **OPERATOR STATION CALL:** A call utilizing operator completion assistance where the calling party dials 0 plus the destination number, 00 plus the destination number, or 00 and waits for an operator.
- 1.22 **PEAK:** The time from 8:00 A.M. to, but not including, 5:00 P.M. Monday through Friday.
- 1.23 **PERSON-TO PERSON CALL:** A service whereby the person originating the call specifies to the Company operator a specific person, mobile station, department, extension, or office to be reached.
- 1.24 **RESIDENTIAL SERVICE:** Telecommunications services used primarily as non-business service.
- 1.25 **SERVICE:** Any and all service(s) provided pursuant to this Tariff.
- 1.26 **SPECIAL ACCESS LINE (SAL):** A Dedicated Analog DAL or Digital T-1 Access Lines directly

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John Paulsen, President  
70 West Madison, Suite 5500  
Chicago, Illinois 60632  
(312) 551-3444

connecting Customers telephone equipment to the Long Distance Provider without using the Local Exchange Carrier's switching equipment.

- 1.27 **TERMINAL:** Any location where the carrier provides services described herein.
- 1.28 **TERMINAL EQUIPMENT:** Devices, apparatus, and their associated wiring such as teleprinters, telephone hand sets, or data sets.
- 1.29 **THIRD NUMBER BILLING:** Calls billed to the Customer's Main Billing Number which originate from a location other than the Main Billing Number.

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John Paulsen, President  
70 West Madison, Suite 5500  
Chicago, Illinois 60602  
(312) 551-3444

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**SECTION 2 - RULES AND REGULATIONS****2.1 Description of Service**

MetroLink Communications, Inc. provides interexchange carrier 24-hour interLATA and intraLATA intrastate telecommunications services between points in Florida. The services furnished herein are for the transmission and reception of voice, data and other types of communications. MetroLink offers its services to Customers subscribing to the services through the Primary Interexchange Carrier selection process, allocation, causal use, or direct connection. Service provided pursuant to this tariff may be utilized only for the transmission of communications by customers consistent with the terms of this tariff and the rules and regulations of the state of Florida.

**2.2 Application of Tariff**

This tariff contains the regulations and rates applicable to the provision of intrastate toll telecommunications services between points within the State of Florida.

**2.3 Application for Service**

2.3.1 Application for service may be made verbally or in writing. These applications become contracts upon the establishment of service. The Company may also require a signed authorization from the Customer for additions or changes to existing service. An application for service cancelled by the customer or by the Company prior to the establishment of service applied for is subject to the provisions of section 2.10.

2.3.2 Any change in rates or regulations prescribed by the Commission automatically modifies the terms and regulations of contracts to the extent of such change.

2.3.3 An agreement for resale service shall contain a provision indicating the understanding of the parties that the agreement shall not become effective until authorization by the Florida Public Service Commission is first obtained by the customer.

2.3.4 Each agreement for service shall contain a provision indicating the understanding of the parties that the agreement is at all times subject to such changes or modifications by the Florida Public Service Commission as said Commission may, from time to time, direct in the exercise of its jurisdiction.

**2.4 Limitations of Services**

2.4.1 Service is offered subject to the availability of the necessary facilities and equipment and is subject

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John Paulsen, President  
70 West Madison, Suite 5500  
Chicago, Illinois 60602  
(312) 551-3444

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to the provisions of this tariff. The Company reserves the right not to provide service to or from a location where the necessary facilities are not available.

- 2.4.2 MetroLink reserves the right to discontinue service to any Customer upon written notice, in compliance with the Commission's rules for disconnection, when necessitated by conditions beyond its control, for the nonpayment of services, or for any abuse of this tariff or of the law.

2.5 Locations of Service

MetroLink services are furnished for communications originating and terminating within the state where facilities are available.

2.6 Use of Service

2.6.1 Services furnished by the Company may not be used for any unlawful purpose, including business, governmental, residential or other use.

2.6.2 No restrictions apply on sharing or resale of services. The customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same.

2.6.3 Use of the services herein in a manner that could interfere with the services provided to other customers, harm the facilities or the Company or others is prohibited.

2.6.4 In the event that the Company determines, based upon its sole judgement, that there is fraudulent use of either the services furnished by the Company or the Company's network, the Company will without liability to the customer discontinue service and/or seek legal recourse to recover from the customer all costs involved in enforcement of this provision.

2.6.4.A Service may be discontinued by the Company, without notice to the customer, by blocking traffic to or from certain cities, or NXX exchanges, or by blocking calls using certain customer authorization codes such as calling card codes, when the Company deems, in its sole judgement, it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk.

2.6.4.B Without incurring any liability, the Company may discontinue the furnishing of service(s) to a customer immediately and without notice if the Company deems, in its sole judgement, that such action is necessary to prevent or protect against fraud or to otherwise protect its personnel, agents, facilities or services.

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John Paulsen, President  
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2.6.5 The Company may, but is not required to, advise the customer of abnormal calling patterns or other possible unauthorized use of facilities or calling cards assigned to the Customer. Additionally, the Company may, but is not required to, block calls on authorization codes which the Company believes to be unauthorized or fraudulent. In the event the customer advises the Company that the traffic is normal and there is no material unauthorized usage and/or no abnormal calling patterns, the customer will be liable for all charges associated with such abnormal calling patterns or other possible unauthorized use.

2.6.6 If a customer utilizes a dedicated access line between the customer's premises and the Company's serving office for the origination or termination of calls, the customer is responsible for payment of all charges for usage over that access line, including any usage which may be fraudulent or unauthorized.

2.6.7 The use and restoration of service shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's rules.

2.6.8 With the use of the Company authorization codes, the customer agrees to pay to the Company all charges incurred as a result of any delegation of authority whether authorized or unauthorized resulting in the use of its Company authorization code.

## 2.7 Establishment and Re-establishment of Credit

### 2.7.1 Establishment of Credit

Each applicant for service will be required to establish credit, which will be established as follows:

- Applicant's credit is otherwise established to the satisfaction of the Company, after completion of the credit application or by other means.
- Applicant makes the deposit prescribed in section 2.11.

### 2.7.2 Re-establishment of Credit

2.7.2.A Any customer whose service has been temporarily or permanently discontinued for non-payment of bills will be required to pay any unpaid balance due to the Company and may be required to pay a reconnection charge, if applicable, and to re-establish credit by making the deposit prescribed in section 2.11 before services is again provided.

2.7.2.B If service is terminated by the Company or customer, the customer will be responsible for payment of all charges accruing on the customer's account up to the last day of the notification periods described in section 2.12. In the event the Company is unable to disconnect the

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John Paulsen, President  
70 West Madison, Suite 5500  
Chicago, Illinois 60602  
(312) 551-3444



customer's access lines by the requested cancellation date, the customer will be responsible for any usage over the line, but will not be responsible for any minimum usage requirement or monthly recurring charges.

2.8 Credit Allowance/Interruption of Services

- 2.8.1 No credit will be allowed for relinquishing facilities in order to perform routine maintenance.
- 2.8.2 Credit for failure of service or equipment will be allowed only when such failure is caused by or occurs in facilities or equipment provided by the Company. As used in this tariff, all equipment, facilities and/or services for which the Company renders a bill for payment are considered provided by the Company whether or not the equipment, facilities and/or services are owned and operated by the Company.
- 2.8.3 No credit will be allowed for failures of service or equipment due to Customer user-provided facilities or any act or omission of the Customer or its authorized user(s).
- 2.8.4 Credit allowance time for failure of service or equipment starts when the Customer notifies the Company of the failure or when the Company has actual knowledge of the failure, and ceases when the service has been restored and an attempt has been made to notify the Customer.
- 2.8.5 The Customer shall notify the Company of failures of service or equipment and make reasonable attempts to ascertain whether the failure is caused by Customer-provided equipment. Only those portions of the service or equipment operation materially interfered with will be credited.
- 2.8.6 No credit shall be given for an interruption of service less than 2 hours.
- 2.8.7 The Customer shall be credited for an interruption of 2 hours or more at the rate of 1/360th of the monthly charge for the facilities affected for each period of 2 hours or major fraction thereof that the interruption continues. (A billing period has 30 days and service is provided 24 hours a day, 7 days a week. Every month will have 720 hours.)
- 2.8.8 Where a minimum usage charge is applicable and the Customer fails to meet a usage minimum, credit for 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 2 hours or major fraction thereof that the interruption continues.

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METROLINK COMMUNICATIONS, INC.  
John Paulsen, President  
70 West Madison, Suite 5500  
Chicago, Illinois 60662  
(312) 551-3444

2.9 Liability of the Company

Except as provided in this Section, the Company's sole liability for any claim, loss, expense or damages of any kind, whether direct, indirect, special or consequential, arising from or in any way attributable to acts or omissions of the Company relating to the installation, provision, termination, maintenance, repair, restoration, or billing of any service, feature or option available under this tariff shall be limited to exceed an amount equal to the monthly recurring charge to the customer for one (1) month, if any, or as otherwise set forth in the outage credit provision of this tariff provided, however, that:

2.9.1 The Company's liability for its willful misconduct is not limited by this tariff;

2.9.2 The Company is not liable for any failure of facilities or performance of services due to causes beyond its control including, but not limited to, civil disorder, fire, flood, storm or other natural or man-made disasters or elements, labor problems or regulations issued by or action taken by any government agency having jurisdiction over the Company or its services or equipment.

2.9.3 The Company shall have no liability to any person or entity other than its customer.

2.9.4 The Company shall not be liable for, and shall be fully indemnified and held harmless by the customer against the following:

.A Any claim, loss, expense or damage (including but not limited to, reasonable attorney's fees and expenses) for engaging in a criminal enterprise, defamation, libel, slander, invasion of privacy, infringement of copyright or patent, arising from or in connection with the material, data, information, or other content transmitted over the services or facilities furnished by the Company.

.B Any claim, loss, expense or damage (including, but not limited to, reasonable attorneys' fees and expenses) for any act or omission of the customer or its agents and contractors, or due to the failure or Customer-provided equipment, facilities, systems or services.

.C Any claim, loss, expense or damage (including, but not limited to, reasonable attorneys' fees and expenses) for personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not caused by negligence of the Company.

.D Any use by the customer of the Company's products or services which use has been restricted or limited by action of a government agency having jurisdiction over the customer, the Company or its products or services.

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John Paulsen, President  
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Chicago, Illinois 60602  
(312) 551-3444

2.9.5 All or a portion of the service may be provided over facilities of third parties, and the Company shall not be liable to the customer or any other person, firm or entity in any respect whatsoever arising out of defects caused by such third parties.

2.9.6 In the event that the Company causes the misrouting of calls, the Company's sole liability shall be to provide a credit equal to the charges for the affected calls.

2.9.7 The Company shall not be liable for the use, misuse or abuse of a customer's 800 Service by third parties, including, without limitation, the customer's employees or members of the public who dial the customer's 800 number by mistake. Compensation for any injury the customer may suffer due to the fault of others must be sought from such other parties.

2.9.8 The Company reserves the right to immediately suspend or cancel without advance written notice and without any liability whatsoever, the provision of 800 Service to any 800 Service Customer if the Company determines in its sole discretion that the Customer is using the 800 Service to make or permit any telephone facility under such Customer's control to be used for any facility under such Customer's control to be used for any purpose or activity, including but not limited to any obscene, indecent or harassing purpose or activity, prohibited by Section 223 of the Communications Act of 1934, as amended, and 800 calls placed with the intent of gaining access to a Customer's outbound calling services without authorization from the Customer.

## 2.10 Liability of Customer

2.10.1 The Customer shall be responsible for damages to the Company's facilities caused by the act or the omission of the Customer, its authorized users, officers, directors, employees, agents, contractors, licensees or invitees.

2.10.2 The Customer shall provide access to the Customer's or authorized user's premises by the Company personnel for inspection, repair and/or removal of any facilities or equipment of the company on an unrestricted basis, 24 hours a day, 7 days a week.

2.10.3 The Customer will guarantee the performance by its authorized users of all provisions of this tariff and contractual obligations between the customer and the Company. The Customer will be liable for the acts or omissions of its authorized users relative to the compliance with the provision of this tariff.

2.10.4 The Customer may not assign or transfer to a third party, whether by operation of law or otherwise, the right to use the services provided under this tariff, provided however, that where there is no interruption of use or relocation of the services, such assignment or transfer may be made to the following:

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.A Another Customer of the Company, provided that the assignee or transferee assumes all accrued and unpaid obligations of the transferring Customer including but not limited to all indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services if any; or

.B A court-appointed receiver, trustee or other person acting pursuant to the laws of bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided that the assignee or transferee assumes all accrued and unpaid obligations of the transferring Customer including but not limited to all indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services if any.

If the Customer wishes to assign or transfer the right to use services provided under this tariff, written consent of the Company is required prior to such assignment or transfer which consent may be granted or withheld in the sole discretion of the Company. All regulations and conditions contained in this tariff shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly and severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

2.10.5 The Customer of the Company's 1+, 0+ and/or 800 service is responsible for payment of all calls placed:

- .A via the Customer's local telephone service number(s);
- .B via dedicated access lines to the Company facilities and/or network;
- .C via the Customer's 800 service number(s) either intentionally or mistakenly placed;
- .D which originated at the Customer's number(s);
- .E which were accepted at the Customer's number(s) (e.g. collect calls); and
- .F which were billed to the Customer's number via third number billing.

This responsibility is not changed by virtue of any use, misuse, or abuse of the Customer's service, Customer provided systems, equipment, facilities, services interconnected to the Customer's local telephone service, 0+, dedicated lines or 800 service; which use, misuse, or abuse may be occasioned by third parties, including, without limitation, the Customer's employees and members of the public.

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70 West Madison, Suite 5500  
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2.10.6 The Customer must obtain an adequate number of access lines for 800 service to handle its expected demand in order to prevent interference or impairment of the service or any other service provided by the Company. The Company will have the right to determine such adequacy giving due consideration to (1) the total call volume; (2) average call duration; (3) time-of-day characteristics; and (4) peak calling period.

The Company, without incurring any liability, may disconnect or refuse to furnish 800 service to any Customer that fails to obtain an adequate number of lines. In the case of disconnections, the Customer will be notified in writing in advance of the termination of service.

2.10.7 Any mistakes, accidents, omissions, interruptions, delays, errors or defects in transmission or service which are caused or contributed to, directly or indirectly, by an act or omission of the Customer, by others, through the use of Customer-provided facilities or equipment, or through the use of facilities or equipment furnished by any other person using the Customer's facilities shall not result in the imposition of any liability upon the Company. The Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including the costs of any local exchange company labor and materials. The Company shall be indemnified, defended and held harmless by the Customer against any and all claims, demands, causes of action and liability relating to services provided pursuant to this agreement, including payment of the Company's reasonable attorney's fees.

2.11 Advance Payments, Deposits, Guarantors

2.11.1 Advance Payments

At the time an application for service is made, an applicant may be required to pay an amount equal to at least one month's service charges and/or the service connection charges which may be applicable. The amount of the first month's services is credited to the Customer's account on the first bill rendered.

2.11.2 Deposits

The Company does not require a deposit from the customer.

2.11.3 Guarantors

In lieu of a deposit, MetroLink may accept written guarantee. The Company will release the guarantor upon the customer's prompt and timely payment of all charges for twelve consecutive billing periods. Payment of a charge is satisfactory if it is received prior to the date the charge becomes delinquent and it is not returned for insufficient funds or closed account. The Company may withhold a guarantee pending

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70 West Madison, Suite 5500  
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the resolution of a dispute with respect to charges secured by such guarantee.

2.12 Discontinuance and Restoration of Service

2.12.1 For any of the following reasons, the Company may discontinue service upon at least three days notice or cancel an application for all services without incurring any liability. Separate accounts for the same Customer are also subject to this provision.

2.12.1.A In the event that a Customer's bill remains unpaid after more than 30 days following rendition of the bill.

2.12.1.B In the event of a violation of any regulation governing the service under this tariff, when necessitated by conditions beyond the Company's control, a violation of any law, rule, or regulation of any government authority having jurisdiction over the service.

2.12.1.C Where the Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

2.12.2 The Company, by written notice to the Customer, may, without incurring any liability, cancel or suspend the provision of service or equipment for non-payment of any sum due to the Company from the customer, whether pursuant to service offered under this tariff or otherwise, or as a result of actions of a government agency which forces discontinuance of the provision of service or equipment, or for violation or threatened violation of any of the terms or conditions of this tariff by the Customer or authorized user, or if the Customer becomes insolvent or bankrupt, or makes a general assignment for the benefit of creditors or as otherwise permitted by the tariff. Cancellation will be effective on the date specified on the notice.

2.12.3 Service may be cancelled by the Customer only on not less than 30 days written notice to the Company. In the event the Company is unable to disconnect the Customer's access line by the requested cancellation date, the Customer will be responsible for any usage over the line.

2.12.4 The discontinuance of service by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the Company for charges due and owed for services furnished up to the time of discontinuance.

2.12.5 The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.

2.12.6 Except as otherwise provided in this tariff or as specified in writing by the parties entitled to

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receive service, notices may be given verbally or in writing to the person whose name and business address appear on the executed service order.

2.12.7 The customer shall pay a cancellation charge for services that require special facilities dedicated to its use when the customer cancels the order before service begins or prior to the expiration of the service term or if service is cancelled for nonpayment or failure to make a requested deposit. The charge will be equal to the non-recoverable portion of expenditures or liabilities incurred expressly for the Customer and the sum of the monthly recurring or minimum usage amount remaining through the end of the term. The Customer is liable for any charges assessed by the interconnecting telephone company providing the dedicated local access line.

2.12.8 Emergency circumstances - MetroLink will postpone a disconnection for a period of time not to exceed 21 days if the telephone service is necessary to obtain emergency medical assistance for a person who is a member of the household where the telephone service is provided and where such person is under care of a physician. Any person who alleges such an emergency shall provide MetroLink with reasonable evidence of such necessity upon request.

2.13 Interconnection

2.13.1 When service or equipment of the Company are interconnected with and/or terminated in any service and/or equipment of another communications common carrier, the Customer shall comply with any applicable tariff regulations of and/or contractual obligation it has to the other communications common carrier.

2.13.2 The Company shall be appointed agent of the Customer to arrange interconnection from the Company's point of presence to the Customer's facilities unless otherwise specified. The Customer shall be responsible for payment of local access line charges for such interconnections secured on its behalf. The rates charged for local access service are subject to change by the local telephone company or other third parties utilized by the Company in arranging local access service. The Customer acknowledges that the Company may rely on the telephone companies for installation and testing of local access lines. The Company is not liable for untimely installation, facilities not operating or equipment that is not provided by the Company.

2.13.3 Interconnection of the Company's services or equipment with the services of other communications common carriers is permitted as well as Customer provided communications facilities so long as the facilities and services provided by others do not interfere with the proper functioning of the facilities and services provided by the Company.

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John Paulsen, President  
70 West Madison, Suite 5500  
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(312) 551-1444

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**2.14 Equipment**

2.14.1 The Customer shall assume all responsibility for obtaining all necessary permits, authorization or consents for interconnecting Customer-provided equipment or facilities with the Company's services or facilities as well as ensuring that the Customer-provided equipment or facilities are properly interfaced with the company's services or equipment.

2.14.2 Access to and release of Company provided facilities located on the Customer's premises for testing and repair will be required for failures of equipment or service and/or routing maintenance. The Company will notify the Customer in advance of such necessary access or release and will attempt to schedule the access or release at a mutually convenient time. For charges contemplated in the tariff, such testing and repair and/or routine maintenance will be performed during regular business hours. When, at the specific request of the Customer, such routine maintenance, testing and/or repair is performed outside of regular business hours, additional special service charges may apply.

2.14.3 The Customer shall operate its equipment and facilities in such a manner that its use of the Company's facilities shall not interfere with any other Customer's use of the Company's services or equipment.

2.14.4 The Customer shall provide adequate space, electrical power, wiring, HVAC and electrical outlets necessary for the proper operation of the Company's equipment on the Customer's and/or authorized user's premises.

2.14.5 The Customer shall be responsible for all loss regardless of cause (other than directly resulting from an act or omission of the Company) to the Company's equipment on the Customer's or its authorized user's premises.

2.14.6 The Customer is responsible for ensuring that, except for Customer authorized and qualified personnel, no one attempts to adjust, modify, move or otherwise interfere in any way with the continuous operation of the Company's equipment located at the Customer's or authorized user premises.

2.14.7 The Customer shall comply with the minimum protective criteria generally accepted in the telephone industry and other appropriate criteria as may be prescribed by the Company to protect the integrity of service and for safety reasons.

2.14.8 The Customer shall be responsible for the installation, operation or maintenance of any Customer-provided equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the

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Company shall not be responsible for the following:

- .A the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission;
- .B the reception of signals by Customer-provided equipment; or
- .C network control signalling where such signalling is performed by Customer-provided network control signalling equipment.

2.15 Terminal Equipment

2.15.1 The Company's facilities and service may be used with or terminated in Customer-provide terminal equipment or Customer-provided communications systems. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided in this tariff. The Customer is responsible for all costs at the Customer's premises, including Customer personnel, wiring, electrical power, and the like, incurred in the use of the Company's service.

2.15.2 When such terminal equipment is used, the equipment shall comply with the minimum protective criteria set forth below and shall not interfere with service furnished to other Customers. Additional protective equipment, if needed, shall be employed at the Customer's expense.

2.15.3 When service using voice grade facilities is terminated in Customer-provided terminal equipment, channel derivation devices, or communications systems, the Customer shall comply with the following minimum protective criteria:

2.15.3.A When the facilities furnished under this tariff are used in common with local telephone company services, it is necessary in order to prevent excessive noise and cross talk, that the power of the signal applied to the local lines be limited. A single valued limit for all application cannot be specified. Therefore, the power of the signal in the band over 300 hertz 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.

2.15.3.B To protect the telecommunications services from interference at frequencies which are above the band of service provided, the Company will specify the acceptable signal power in the following bands to be applied by the Customer provided equipment or communications system at the point of termination to insure that the input to the local facilities does not exceed the limits indicated.

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- .1 The power in the band from 3,995 hertz to 4,000 hertz shall be at least 18 dB below the power of the signal as specified above.
  - .2 The power in the band from 4,000 hertz to 10,000 hertz shall not exceed 24 dB below one milliwatt.
  - .3 The power in the band from 10,000 to 25,000 hertz shall not exceed 24 dB below one milliwatt.
  - .4 The power in the band from 25,000 hertz to 40,000 hertz shall not exceed 36 dB below one milliwatt.
  - .5 The power in the band above 40,000 hertz shall not exceed 50 dB below one milliwatt.

2.15.3.C Where there is connection via Customer-provided terminal equipment or communications systems to a direct dial service, to prevent the interruption or disconnection of calls or interference with network control signaling, it is necessary that the signal applied by the Customer-provided equipment to the interface at no time has energy solely in the 2450 to 2740 hertz band. If signal power is in the 2450 to 2750 hertz band, it must not exceed the power present at the same time in the 800 to 2450 hertz band.

2.15.3.D Where such Customer-provided equipment or communications system applies, signals having components in the frequency spectrum below 300 hertz, excluding ringing signals, the currents and voltages (including all harmonics and spurious signals) at the interface shall not exceed the limits indicated in (a) through (d) the following:

- .1 The maximum rms (root-mean-square) value, including dc and ac components of the current per conductor shall not exceed 0.35 ampere.
- .2 The magnitude of the peak of the conductor or ground voltage shall not exceed 70 volts.
- .3 The conductor voltage shall be such that the conductor-to-ground voltage limit in (2) preceding is not exceeded. If the signal source is not grounded, the voltage limit in (2) preceding applies to the conductor-to-conductor voltage.
- .4 The total weighted rms voltage within the band from 50 hertz shall not exceed 100 volts. The total weighted rms voltage is the square root of the sum of the products times

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the square of the rms voltage of the individual frequency components. The weighting factors indicated are:

<u>For Frequencies Between</u>	<u>Weighting Factor</u>
50 hertz and 100 hertz	$f=2/10^f$
100 hertz and 300 hertz	$f=3.3/10^{.4f}$

Where  $f$  is the numerical value of the frequency, in hertz, of the frequency component being weighted.

2.15.4 If the Customer fails to maintain and operate his terminal equipment properly, resulting in the occurrence or possibility of harm to the Company's equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require repair, maintenance or the use of protective equipment at the Customer's expense. If such repair, maintenance or use of protective equipment fails to produce satisfactory results, the Company may, upon written notice, terminate the Customer's service immediately.

2.15.4.A The Customer shall comply with the minimum protective criteria generally accepted in the telephone industry and other appropriate criteria as may be prescribed by the Company. 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 the Company's equipment, injure personnel or degrade service to other Customers.

## 2.16 Unauthorized Usage

2.16.1 Any person or entity that accesses the Company's facilities without first :

- .A Obtaining authorization by way of a presubscription agreement;
- .B having been issued an authorization code by the Company; or
- .C dialing the Company's Feature Group D access code or utilizing a phone that is presubscribed to MetroLink;
- .D utilizing a Company authorized Special Access Line;

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is subject to:

- .A a \$3,000 per line set-up fee;
- .B a \$2,750 per day, per line surcharge in addition to otherwise applicable rates;
- .C a \$200 per hour labor charge;
- .D \$.20 per attempt to obtain an authorization code fraudulently;
- .E \$85.00 per authorization code obtained fraudulently;
- .F \$.55 per minute for all completed calls made through the use of a fraudulently obtained authorization code;
- .G any applicable Local Exchange charges for investigation, including, but not limited to, trap and trace equipment and fees and Dialed Number Recorder equipment and fees; and
- .H payment of attorney fees and court costs actually incurred by the Company for the collection of the line set-up fee, per day/per line surcharge, applicable rates and per hour labor charge itemized above.

2.16.2 Any person or entity dialing automated calling card calls (dialing 0+ NPA + NXX-XXXX and entering a calling card number after the tone) that accesses MetroLink's network and completes less than 5% of those calls is subject to the charges outlined in this section. For purposes of this section, calls that are not answered, reach a busy signal or are otherwise unbillable will not be considered as completed calls.

2.17 Contact Information

2.17.1 Customer complaints, bill inquiry, new service or disconnect requests:

MetroLink Communications, Inc.  
Customer Service Department  
70 West Madison, Suite 5500  
Chicago, Illinois 60602  
Toll Free 1-800-910-3799

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70 West Madison, Suite 5500  
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2.17.2 Commission contact:

Christina Weiksnar  
MetroLink Communications, Inc.  
70 West Madison, Suite 5500  
Chicago, Illinois 60602  
(312) 551-3444

2.18 Disputed Bills

2.18.1 In the case of a dispute between the customer and the Company regarding a bill for service furnished, which cannot be resolved with mutual satisfaction, the customer can make the following arrangement:

2.18.2 That in lieu of paying the disputed amount, customer may deposit this with the Florida Public Service Commission's Consumer Affairs Branch which can be contacted by writing to the following location:

Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0864

2.18.3 The undisputed portion of the bill and subsequent bills must be paid in accordance with Section 3 of this tariff to avoid discontinuance of service.

2.19 Description of Services

2.19.1 1+ Switched and Dedicated Service: This service arrangement allows a customer to originate calls in areas with Equal Access capabilities served by the Company by presubscribing to the service. This service is also available to customers in areas without Equal Access capabilities through use of non-travel authorization code and company-provided switched access facilities. This service arrangement further allows customers to originate calls via dedicated access facilities between the customer's premises and MetroLink's point of presence and allowing the completion of calls via facilities leased from other carriers. The dedicated access facility is provided by the LEC. MetroLink will act as an agent for the customer in ordering and installation of such facilities. Customer access to this service is obtained by dialing 1+NPA+NX-XXXX.

2.19.3 800 Service: MetroLink offers inbound services wherein the called number is responsible for the payment of the calls and the caller may call the subscriber of the 800 number toll free.

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- 2.19.4 **Calling Card Service:** MetroLink offers calling card services accessed by dialing 1 800 plus a seven digit number plus a personal identification number plus the call destination number. Calls are billed to the Customer's account. Features include voice and fax mail options, restricted or unrestricted calling privileges.
- 2.19.5 **Operator service:** Operator Services are be offered to switched access subscribers served from equal access offices, and to users accessing the company's services through customer provided stations. Charges for Operator Services may be billed to a customer's commercial credit card account or Company calling card account, or to the calling station, called station or a designated third party station. Charges may not be billed to public payphones or customer-provided stations, or to stations outside the United States. Operator Service rates will apply to the following types of calls:
- 2.19.5.A **Customer Dialed Calling Card Station:** Calls completed without the assistance of a company operator when the charges are billed to the calling card account entered by the calling party.
- 2.19.5.B **Operator Station:** Calls completed with the assistance of a company operator on a station-to-station basis. Charges may be billed to the customer's commercial credit card, customer's calling card, to the calling station, called station or a designated third party station.
- 2.19.5.C **Person-to-Person:** Calls completed with the assistance of a company operator to a particular person, station department or PBX extension specified by the calling party. Charges may be billed to the customer's commercial credit card or calling card account, or to the calling station, called station or a designated third party station.
- 2.19.5.D **Charges for Operator Services** will be the usage rates appearing in the Rates section of this tariff plus a per call surcharge dependent upon the type of operator service provided. Company will not offer Operator Services to payphone users. The Operator shall identify itself audibly and distinctly to the end user at the beginning of each telephone call, again before connecting the call, before the billed party incurs any charge for the call. All 0- intraLATA calls are routed to the Local Exchange Carrier.

2.20 Undertaking of Company

MetroLink Communications, Inc. services and facilities are furnished for communications originating at specified points within the State of Florida under the terms of this Tariff. The Company offers and provides telecommunications service in accordance with the terms and conditions set forth under this tariff.

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It 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 MetroLink network. The customer shall be responsible for all charges due for such service arrangement. The Company's services are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

2.21 Employee Concessions

Any employee of the Company in good standing for three months or longer may receive any of the Company's services 10% below the tariffed rate as a concession.

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70 West Madison, Suite 5500  
Chicago, Illinois 60602  
(312) 551-3444

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**SECTION 3 - BILLING INFORMATION****3.1 Rendering and Payment of Bills**

3.1.1 Service is provided and billed on a monthly basis. Service continues to be provided until 30 days after the company's receipt of a written request from the Customer for the disconnection of service, unless other restrictions apply. In addition to the charges for the Company's services, the Customer shall pay any applicable federal, state or local use, excise, sales or privileges taxes resulting from the services furnished by the Company. Such taxes shall not be counted toward the attainment of any volume or revenue commitment and will not be discounted. Calls are billed by an independent billing companies, DCA for business accounts, USBI for residential accounts.

3.1.2 The Customer is responsible for payment of all charges for service furnished by the Company. This includes payment for calls or services (a) originated at the Customer's numbers(s) whether authorized or not; (b) accepted at the Customer's number(s) (e.g. 800 Service and collect calls); (c) billed to the Customer's number via third number billing, a calling card, a company-assigned authorization code, travel card number, or other special billing number; and/or (d) incurred at the specific request of the Customer.

3.1.3 A Customer of 800 service is responsible for payment for all calls placed to or via the Customer's 800 Service number(s). This responsibility is not changed by virtue of any use, misuse, or abuse of the Customer's service or Customer provided systems, equipment, facilities or services interconnected to the Customer's 800 Service, which use, misuse or abuse may be occasioned by third parties, including, without limitation, the Customer's employees and members of the public who dial the Customer's 800 number by mistake.

3.1.4 If notice of a dispute with respect to charge is not received in writing within 30 days after an invoice is rendered, such invoice shall be deemed to be correct and binding upon the Customer. Accounts not paid within 30 days from the due date stated on the bill will be considered delinquent. Delinquent payments may result in the imposition of a late fee at the rate of 1.5% of the unpaid balance per month or the maximum allowable rate under applicable state law. The Company does not charge to restore a customer's service.

3.1.5 A bill shall not include any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill, except charges for collect calls, credit card calls, third party calls, and "Error File" calls (those which cannot be billed, due to the unavailability of complete billing information to the company) which shall have a five-month backbilling period. In cases of toll fraud, a backbilling period of one year will apply.

3.1.6 MetroLink will make retroactive billing adjustments for a period not to exceed one year.

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(312) 551-3444



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3.1.7 The Company may require applicants or Customers to provide information pertaining to their financial ability to pay for service.

3.1.7.A Applicants or Customers whose credit worthiness is not acceptable to the Company or is not a matter of general knowledge, may be denied service or may be required to make, at any time, a deposit in an amount equaling up to three months, actual or estimated, charges for the services provided. The Company may increase the amount of any deposit previously required if, in the Company's sole discretion, it is reasonably necessary under the circumstances.

3.1.7.B In the case of a cash deposit, interest will be paid for the period during which the deposit is held by the Company. If the Company, in its sole discretion, determines that the Customer is not capable of satisfying its payment obligations, services may be cancelled by the Company upon written notice.

3.1.7.C At the Company's option, such deposit may be refunded or credited to the customer at, or anytime prior to, termination of service. The Customer may elect to apply the deposit to future invoices or receive a payment of the deposit amount. However, if any balance is outstanding on the Customer's account at the time of cancellation, the Company reserves the right to apply the Customer's deposit and accumulated interest against the Customer's unpaid balance.

3.1.8 In the event the Company incurs fees or expenses, including attorney's fees, court costs, costs of investigation and related expenses in collecting, or attempting to collect, any charges owed to the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

3.1.9 In the event that a check or draft tendered by a Customer is returned, a fee of \$25 will apply. The fee will be assessed when a check or instrument issued by a Customer is returned without payment for any reason whatsoever, unless the return is a bank error, in which case documentary evidence is required to waive the fee.

3.1.10 All stated charges in this tariff are computed by the Company exclusive of any federal, state, or local use, excise, gross receipts, sales or privilege taxes, duties, fees, or similar liabilities (other than general income or property taxes) whether charged to or against the Company or its Customer. Such taxes, fees, etc. shall be paid by the Customer in addition to the charges stated in this tariff. All such taxes, duties and fees shall each be shown as a separate line item on the Customer's monthly invoice and are not included in the quoted rates.

3.1.11 Dedicated access circuits may be provided and billed by the Local Exchange Company (LEC). Dedicated access channels may be purchased from carriers other than the LEC only in accordance with

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John Paulsen, President  
70 West Madison, Suite 5500  
Chicago, Illinois 60602  
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Commission rules or if the special access channel in jurisdictionally interstate. Charges for the dedicated access channel are determined by the access provider.

3.1.12 Calls are billed in sixty second increments with a minimum billed call time of sixty seconds, unless otherwise indicated. For Operator Assisted calls, billing will begin sixty seconds after a number is dialed.

3.1.13 Minimum Call Completion Rate A customer can expect a call completion rate of not less than 95 % during peak use periods for all FGD services.

3.2 Determination and Rendering of Charges

3.2.1 For the purpose of billing, service will be deemed to be started on the day service and its associated equipment, if any, is installed. Where billing is based upon Customer usage, Customers will be billed for all usage commencing on the date usage begins.

3.2.2 Subject to the Company's right to cancel or suspend services as otherwise provided in this tariff, the minimum service period for services is 30 days. Termination by Customer is effective 30 days after receipt by the Company of a written notice of cancellation. Termination by the Company is effective 30 days after delivery of written notice or as otherwise set forth in this tariff or other agreement of the Customer and the Company.

3.2.3 In situations where a special service is requested, the minimum service period and charges will be determined on a case-by-case basis.

3.2.4 All monthly recurring charges are billed one month in advance. Initial and final month's billing, when the service period is less than a month, will be prorated at 1/30th of the month's recurring charge for each day the service was rendered or equipment was provided.

3.2.5 Usage charges are billed monthly for the preceding billing period. For periods less than the monthly billing period, minimum usage charges are prorated at 1/30th of the monthly minimum amount for each day the service was rendered.

3.2.6 The duration of a call is rated in intervals of the billing increments described for each service provided in this tariff. If the final interval of a call is less than the applicable billing increment, it will be rounded up to a full increment for purposes of billing.

3.2.7 Computed charges or credits for each call are rounded to the nearest cent.

3.2.8 Rate periods apply, unless noted otherwise, as indicated below and are based on the time in which

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a call is established. In cases where a call begins in one rate period and continues into another, the rate in effect in each period will apply to the portion of the call occurring within the applicable rate period.

- \* Day rates apply from 8 a.m. to, but not including, 5 p.m. Monday through Friday.
- \* Evening rates apply from 5 p.m. to, but not including, 11 p.m. Sunday through Friday.
- \* Night rates apply from 11 p.m. to, but not including, 8 a.m. seven days a week.
- \* Weekend rates apply from 8 a.m. to, but not including, 11 p.m., Saturday and from 8 a.m. to, but not including, 5 p.m. on Sunday.
- \* On holidays, evening rates apply throughout the day on which the holiday is observed unless a lower rate would normally apply.
- \* Peak rates apply from 8 a.m. to, but not including, 5 p.m. Monday through Friday.
- \* Off-peak rates apply from 5 p.m. to, but not including 8 a.m. Monday through Friday; all day Saturday and Sunday.

3.2.9 The applicable usage rates for the billing of a distance sensitive call will depend on the distance in airline mileage between the originating and terminating points of the call. For the purpose of determining the airline mileage of a call, the Company will utilize the vertical ("V") and horizontal ("H") coordinates of the rate centers of the originating and terminating points of the call. For purposes of billing, the Company references "V" and "H" coordinates provided by Bell Communications research.

For calls originated by dialing a local exchange number or a 950-type number using an authorization code, the originating point will be the rate center in which the shared access facilities are located. For calls originated via equal access connections or dedicated access lines, the originating point will be the rate center in which the Customer is located. The terminating point will be determined by the rate center of the called number.

The airline mileage of a call is calculated as follows:

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

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**3.3 Timing of Calls**

Billable time for service is the duration of time between the called station answering and the called or calling station disconnecting, provided duration may be rounded in accordance with specific descriptions in this tariff. There are no billing charges applied for incomplete calls.

**3.4 Informational Card: AOS**

An informational card bearing the information stated below will be posted at every location in which facilities are pre-subscribed to the company's operator services:

1. MetroLink Operator Services
2. Rates:

<u>Mileage</u>	<u>Day</u>		<u>Evening</u>		<u>Night/Week-End</u>	
	<u>1st</u>	<u>+60</u>	<u>1st</u>	<u>+60</u>	<u>1st</u>	<u>+60</u>
0-10	0.1800	0.1800	0.1300	0.1300	0.1100	0.1100
11-22	0.2000	0.2000	0.1500	0.1500	0.1200	0.1200
23-55	0.2300	0.2300	0.1700	0.1700	0.1300	0.1300
56-124	0.2500	0.2500	0.1700	0.1700	0.1400	0.1400
125-292	0.2600	0.2600	0.1800	0.1800	0.1400	0.1400
293-430	0.2600	0.2600	0.1900	0.1900	0.1500	0.1500
430+	0.2600	0.2600	0.1900	0.1900	0.1500	0.1500

Calls will be billed in sixty (60) second increments with a minimum billed call time of sixty (60) seconds.

Charges in addition to usage charges.

Operator Assisted Collect	1.00
Operator Assisted Third Party	1.00
Operator Assisted Person to Person	2.50
Operator Assisted Calling/Credit Card	1.00
Operator Dialed Number	0.75
Busy Line Verification	2.00
Emergency Interruption	2.00

Directory Assistance: \$0.60 per directory assistance call.

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3. Charges will appear on the user's local telephone bill as separate line items, billing inquiries may be directed to the toll free number listed on the user's statement.
4. IntraLATA calls may be made by dialing the seven digit destination number.
5. IntraLATA rates may be obtained toll free by dialing 0.
6. InterLATA calls may be made by dialing the either 0 or 1 + area code + seven digit destination number.
7. InterLATA rates may be obtained toll free by dialing 00.
8. User will not be billed a hotel surcharge for local or long distance calls.
9. MetroLink Operator Services shall be identify audibly and distinctly to the user at the beginning of each telephone call, before connecting the call, and before the billed party incurs any charge for the call.
10. All 0- and 0+ intraLATA calls are routed to the local exchange company.

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SECTION 4 - INTRASTATE RATES

Rates shown are the rates applicable to intrastate long distance calling between all points within the State of Florida.

4.1 1+ Service: Switched Access

<u>Volume</u>	<u>Rate</u>	
	<u>Peak</u>	<u>Off-Peak</u>
\$0-50,000	0.1708	0.1496
50,001-250,000	0.1507	0.1320
250,001+	0.1423	0.1247

Business accounts are billed in six (6) second increments with a minimum call time of thirty (30) seconds. Residential accounts are billed in sixty (60) second increments with a minimum call time of sixty (60) seconds.

4.2 1+ Service: Dedicated Access

<u>Volume</u>	<u>Rate</u>	
	<u>Peak</u>	<u>Off-Peak</u>
\$0-50,000	0.1147	0.0919
50,001-250,000	0.1012	0.0811
250,001+	0.0956	0.0766

Monthly recurring charges: \$250.00

Non-recurring Installation Charge: Per customer's contract.

Calls are billed in six (6) second increments with a minimum call time of thirty (30) seconds.

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4.3 800 Service

<u>Volume</u>	<u>Rate</u>	
	<u>Peak</u>	<u>Off-Peak</u>
\$0-50,000	0.1841	0.1629
50,001-250,000	0.1625	0.1438
250,001 +	0.1534	0.1358

Business accounts are billed in six (6) second increments with a minimum call time of thirty (30) seconds.

4.4 Calling Card Service

<u>Volume</u>	<u>Rate</u>	
	<u>Peak</u>	<u>Off-Peak</u>
\$0-50,000	0.2627	0.2419
50,001-250,000	0.2206	0.2011
250,001 +	0.1856	0.1666

Calls charged to the calling card will be billed in six (6) second increments with a thirty (30) second minimum call time. Customer will be billed up to a \$0.50 surcharge per call.

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4.5 Operator Services4.5.1 Usage Charges

<u>Mileage</u>	<u>Day</u>		<u>Evening</u>		<u>Night/Week-End</u>	
	<u>1st</u>	<u>+60</u>	<u>1st</u>	<u>+60</u>	<u>1st</u>	<u>+60</u>
0-10	0.1800	0.1800	0.1300	0.1300	0.1100	0.1100
11-22	0.2000	0.2000	0.1500	0.1500	0.1200	0.1200
23-55	0.2300	0.2300	0.1700	0.1700	0.1300	0.1300
56-124	0.2500	0.2500	0.1700	0.1700	0.1400	0.1400
125-292	0.2600	0.2600	0.1800	0.1800	0.1400	0.1400
293-430	0.2600	0.2600	0.1900	0.1900	0.1500	0.1500
430+	0.2600	0.2600	0.1900	0.1900	0.1500	0.1500

Calls will be billed in sixty (60) second increments with a minimum billed call time of sixty (60) seconds.

4.5.2 Additional Charges: customer is billed the following surcharge in addition to its usage charge.

Operator Assisted Collect	1.00
Operator Assisted Third Party	1.00
Operator Assisted Person to Person	2.50
Operator Assisted Calling/Credit Card	1.00
Operator Dialed Number	0.75
Busy Line Verification	2.00
Emergency Interruption	2.00

4.5.3 Directory Assistance

The Customer is billed \$0.60 per directory assistance call.

4.6 Special Rates for the Handicapped4.6.1 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.

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4.6.2 Hearing and Speech Impaired Persons

Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

4.6.3 Telecommunications Relay Service

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

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Chicago, Illinois 60602  
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