



44-605
970213-TI

February 17, 1997

Mr. Walter D'Haeseleer
Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Blvd.
Tallahassee, FL 32399

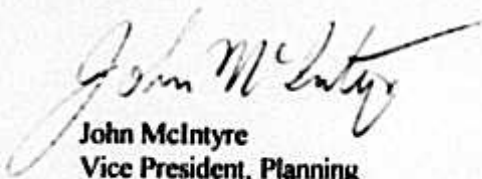
Dear Mr. D'Haeseleer:

Enclosed are the original and twelve (12) copies of Apollo Communications Services, LLC's Application Form for Authority To Provide Interexchange Telecommunications Service Within The State of Florida. Please date-stamp and return the extra copy of the transmittal letter provided as proof of filing. An envelope with the return address and the appropriate postage is attached for this purpose. Also enclosed is a check for \$250 made payable to the Florida Public Service Commission to cover the filing fee.

Any questions regarding the Application or tariff should be referred to Bobbi Ferguson, Visiology, Inc., 16061 Carmel Bay Drive, Northport, AL 35475. Bobbi is our regulatory consultant and can be reached at (205) 330-1703.

Your assistance in this matter is greatly appreciated.

Sincerely,



John McIntyre
Vice President, Planning

Enclosures

FILE COPY

**** FLORIDA PUBLIC SERVICE COMMISSION ****

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

970213-TL

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 the 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 any questions about completing the form, contact:

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

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

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

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

DOCUMENT MADE STATE
01864 FEB 1995
PSC-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. The legal name of the applicant:

Apollo Communications Services, LLC

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

Apollo Communications Services, LLC

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

**2550 W. Golf Road, Suite 900
Rolling Meadows, IL 60008**

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

NONE

6. Structure of organization:

- Individual Corporation
- Foreign Corporation Foreign Partnership
- General Partnership Limited Partnership
- Other, Limited Liability Company

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

See Attachment 1.

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

N/A

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

Fictitious name registration number: N/A

- (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.

None.

- (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.

None.

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: M95000000085

- (b) Name and address of the company's Florida registered agent.

NRAI Services, Inc.
526 E. Park Avenue
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.

None.

- (c) (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.

None.

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

- (a) The application;
**Bobbi Ferguson, Visiology, Inc. 16061 Carmel Bay Drive,
Northport, AL. 35475 (205) 330-1703; (205) 330-1705 FAX**
- (b) Official point of Contact for the ongoing operations of the company;
See (a) above.
- (c) Tariff;
See (a) above.
- (d) Complaints/ Inquiries from customers;
See (a) above.

10. List the states in which the applicant:

- (a) Has operated as an interexchange carrier. **None. The Applicant is a reseller and does not own, control, operate, or manage any transmission facilities with the technological capability to provide telecommunications service within the state.**
- (b) Has applications pending to be certificated as an interexchange carrier. **The Applicant has applications pending to be certificated to resell intrastate interexchange telecommunications services in the all the states in which it is not currently certified or otherwise authorized to operate except Alaska.**
- (c) Is certificated to operate as an interexchange carrier. **ACS is in good standing and is certified or otherwise authorized to operate in Alabama, Arizona, California, Colorado, Connecticut, Delaware, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kentucky, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, New Jersey, New York, Nevada, North Carolina, North Dakota, Ohio, Oregon, Pennsylvania, Tennessee, Texas, Utah, Virginia, Washington, West Virginia, and Wyoming.**
- (d) Has been denied authority to operate as an interexchange carrier and the circumstances involved. **None.**

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

None

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

None

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 access
 Method of access is via switched access

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 Services

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:

The applicant will offer inbound and outbound long distance services. A detailed service description is provided in Section 3 and 4 of the proposed tariff attached hereto as Attachment II.

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

To place an outbound long distance call, the end user dials 1+ the called number. 800 calls are completed by dialing 1+800+ the called number. To reach Directory Assistance outside of the end user's area code, the end user dials 1 + area code + 555-1212. Calling card calls are completed by dialing 1+ the universal 800 number, the called number, and the calling card code. To reach the long distance operator of the underlying carrier, the end user dials 00- or 0+ the called number.

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

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

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

See Attachment G.

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, why?

Yes

(b) Provide the name and address of the firm who will bill for your service. **ACS will bill its customers directly.**

18. Please submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 (example enclosed).

See Attachment H.

**** 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 Commissions' 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.

John McIntyre

Typed name and signature of owner
or chief officer

February 17, 1997

Date

ATTACHMENTS:

- A - CERTIFICATE TRANSFER STATEMENT (Not Applicable)
- B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C - INTRASTATE NETWORK
- D - FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES
(Not Applicable)
- E - GLOSSARY (Not Applicable)

**** APPENDIX A ****

CERTIFICATE TRANSFER STATEMENT

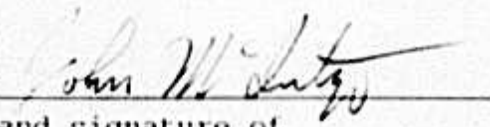
NOT APPLICABLE

****APPENDIX B****

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

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

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

John McIntyre 
Typed name and signature of
Owner or Chief officer

Vice President, Planning
Title

February 17, 1997
Date

**** APPENDIX C ****

INTRASTATE NETWORK

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

1) N/A 2)

3) 4)

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

1) N/A 2)

3) 4)

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

1) POP-to-POP TYPE OWNERSHIP

2) N/A

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

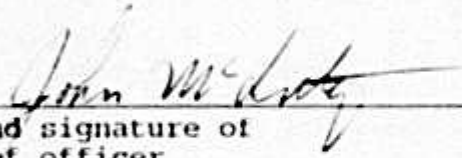
Service may be provided from any exchange in the State of Florida.

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

Our understanding of Commission Rule 25-24.471 (4) (a) is that the intra-EAEA restriction has been lifted for 950, 10XXX, 800, and 1+ calls placed via dedicated access, and that the LEC will not forward to ACS any intra-EAEA calls placed over switched access lines.

6. **CURRENT FLORIDA INTRASTATE SERVICES:** Applicant has () or has not () previously provided intrastate telecommunications in Florida. If the answer is no, 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?

John McIntyre 
Typed name and signature of
Owner or Chief officer

Vice President, Planning
Title

February 7, 1997
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).

John McIntyre

Typed Name and signature of
Owner/Chief Officer

Vice President, Planning

Title

February 17, 1997

Date

All outbound services that utilize switched access to reach the long distance network are available in equal access areas. All inbound services and all outbound services using dedicated access to reach the long distance network are available statewide.

ATTACHMENT F

DIRECTORS, OFFICERS, AND STOCKHOLDERS

Officers of Apollo Communication Services, LLC		
Name	Title	Address
Paul J. Blackney	President & CEO	Apollo Travel Services 2550 West Golf Road Suite 900 Rolling Meadows, IL 60008
Thomas Holloran	V.P., & General Manager	
John McIntyre	V.P., Planning	
Carol Kelly	V.P., & CFO	
Audrey Rubin	V.P., General Counsel and Secretary	
David W. Berkow	Treasurer	

Members of Apollo Communication Services, LLC		
Name	Address	Percentage Interest Voting Control
Apollo Travel Services Partnership (a Delaware general partnership)*	Apollo Travel Services 2550 West Golf Road, Suite 900 Rolling Meadows, IL. 60008	99.00%
Covia Corp (Delaware Corporation)	1200 E. Algonquin Road Elk Grove Township, IL. 60007	0.77%
USAM Corporation (Delaware Corporation)	2345 Crystal Drive Arlington, VA 22227	0.22%
Resnet Holdings, Inc. (Delaware Corporation)	Air Canada Center End of Cote-Vertu West Gate 5 (ZIP 045) S. Laurent, Quebec H4Y 1C2	0.01%

*Apollo Travel Services Partnership is 77% owned by Covia Corp (its Managing General Partner), a wholly owned subsidiary of United Air Lines, Inc.

ATTACHMENT G

EXPLANATION OF SALES COMMISSIONS

At the present time, ACS's sales representatives are not paid sales commissions.

ATTACHMENT H

PROPOSED TARIFF

APOLLO COMMUNICATIONS SERVICES, LLC

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of long distance telecommunications services provided by Apollo Communications Services, LLC with principal offices at 2550 West Golf Road, Rolling Meadows, Illinois 60008. This tariff applies to services furnished within the State of New Hampshire. 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 14, 1997

John McIntyre, Vice President Planning
2550 West Golf Road
Rolling Meadows, IL 60008

Effective:

CHECK SHEET

Each sheet of this Tariff is effective as of the date shown at the bottom of the sheet. Original and revised sheets as named below comprise all changes from the original Tariff.

<u>SHEET</u>	<u>REVISION</u>
1	Original Sheet
2	Original Sheet
3	Original Sheet
4	Original Sheet
5	Original Sheet
6	Original Sheet
7	Original Sheet
8	Original Sheet
9	Original Sheet
10	Original Sheet
11	Original Sheet
12	Original Sheet
13	Original Sheet
14	Original Sheet
15	Original Sheet

* New or revised pages.

Issued: February 14, 1997

John McIntyre, Vice President Planning
2550 West Golf Road
Rolling Meadows, IL 60008

Effective:

CHECK SHEET (Con't)

<u>SHEET</u>	<u>REVISION</u>
16	Original Sheet
17	Original Sheet
18	Original Sheet
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27	Original Sheet
28	Original Sheet
29	Original Sheet
30	Original Sheet

* New or revised pages.

Issued: February 14, 1997

Effective:

John McIntyre, Vice President Planning
2550 West Golf Road
Rolling Meadows, IL 60008

CHECK SHEET (Con't)

<u>SHEET</u>	<u>REVISION</u>
31	Original Sheet
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42	Original Sheet
43	Original Sheet
44	Original Sheet
45	Original Sheet

* New or revised pages.

Issued: February 14, 1997

John McIntyre, Vice President Planning
2550 West Golf Road
Rolling Meadows, IL 60008

Effective:

CHECK SHEET (Con't)

<u>SHEET</u>	<u>REVISION</u>
46	Original Sheet
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62	Original Sheet
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65	Original Sheet

* New or revised pages.

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Effective:

John McIntyre, Vice President Planning
2550 West Golf Road
Rolling Meadows, IL 60008

CHECK SHEET (Con't)

<u>SHEET</u>	<u>REVISION</u>
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78	Original Sheet
79	Original Sheet
80	Original Sheet

* New or revised pages.

Issued: February 14, 1997

Effective:

John McIntyre, Vice President Planning
2550 West Golf Road
Rolling Meadows, IL 60008

CHECK SHEET (Con't)

<u>SHEET</u>	<u>REVISION</u>
81	Original Sheet
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92	Original Sheet
93	Original Sheet
94	Original Sheet
95	Original Sheet

* New or revised pages.

Issued: February 14, 1997

Effective:

John McIntyre, Vice President Planning
2550 West Golf Road
Rolling Meadows, IL 60008

MASTER TABLE OF CONTENTS

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John McIntyre, Vice President Planning
2550 West Golf Road
Rolling Meadows, IL 60008

**CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS**

None

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: February 14, 1997

John McIntyre, Vice President Planning
2550 West Golf Road
Rolling Meadows, IL 60008

Effective:

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 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 sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised sheet 14 cancels the 3rd revised sheet 14.
- C. **Paragraph Numbering Sequence** - There are six levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1
 - 2.1.1
 - 2.1.1 (A)
 - 2.1.1 (A).1
 - 2.1.1 (A).1.a.i
- 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.

Issued: February 14, 1997

John McIntyre, Vice President Planning
2550 West Golf Road
Rolling Meadows, IL 60008

Effective:

SECTION 1 - TECHNICAL TERMS AND DEFINITIONS

For the purposes of this Tariff, the following technical terms and abbreviations will apply.

Access Line: An Access Line is a transmission line from either the LEC's or the DUC's Point-of-Presence (POP) to the Customer's premises used to transmit voice and data calls.

ACS: ACS refers to Apollo Communications Services, LLC.

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

Ancillary Charges: Ancillary Charges are charges for supplemental Services or optional features as set forth herein which may consist of both nonrecurring and monthly recurring charges.

Applicant: Applicant is any entity or individual who applies for Service under this Tariff.

Application for Service: The Application for Service is the standard Company order form which includes all pertinent billing, technical and other descriptive information which will enable the Company to provide Service as required.

ASR: ASR stands for Access Service Request and is an order placed with a Local Access Provider for Local Access.

AT&T: AT&T refers to AT&T Communications, Inc.

Issued: February 14, 1997

Effective:

John McIntyre, Vice President Planning
2550 West Golf Road
Rolling Meadows, IL 60008

SECTION 1 - TECHNICAL TERMS AND DEFINITIONS

Authorization Code: An Authorization Code is a code in numbers or letters employed to gain access to a Company Service.

Authorized User: An Authorized User is a person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

Bandwidth: Bandwidth denotes in Hertz the approximate size of the Channel or termination and represents the difference between the highest and lowest frequencies of a band.

Bit: Bit is an acronym for Binary Digit. Bit denotes the smallest unit of information in a binary system of notation and is the basic unit in data communications.

Business Customer: A Business Customer is a Customer whose use of the Service is for a business, professional, institutional, or occupational purpose. Any Business Customer employee who subscribes to the Service for his or her home telephone will also be classified as a Business Customer.

BTC: BTC stands for Basic Termination Charge.

Call: A Call is a completed connection between the Calling Station and Called Station.

Called Station: The Called Station is the station (e.g. telephone number) called, or the terminating point of a call.

Calling Station: The Calling Station is the station (e.g. telephone number) from which a Call originates.

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2550 West Golf Road
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Effective:

SECTION 1 - TECHNICAL TERMS AND DEFINITIONS

CAP: CAP is an acronym for Competitive Access Provider, which is any provider of Local Access service other than the Local Exchange Carrier.

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

Company: Company refers to Apollo Communications Services, LLC.

Commission: Commission refers to the Florida Public Service Commission or any succeeding agency.

Customer: A Customer is the person, firm, corporation, governmental unit or other entity which orders Service -- either for its own use, as a resale carrier, or as a non-profit manager of a sharing group --and which is responsible for the payment of charges and for compliance with this tariff. If an entity orders Service in more than one city or requests the assignment of multiple account numbers, each such account is a separate Customer for billing purposes. The term Customer also includes an entity that (1) remains presubscribed to Company Service after its account(s) are removed from Company's billing system, and subsequently continues to use Company's Service, (2) accepts responsibility for the charges associated with an Operator Services Call, or (3) otherwise uses Service for which no other Customer is obligated to compensate the Company.

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2550 West Golf Road
Rolling Meadows, IL 60008

Effective:

SECTION 1 - TECHNICAL TERMS AND DEFINITIONS

Customer Premises/Customer's Premises: Customer Premise(s)/Customer's Premise(s) Locations are designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its resale customers.

DDS: DDS stands for Digital Data Service which is an all digital dedicated interexchange Service designed for full-duplex data transmission at a synchronous speed of 56 Kbps or 64 Kbps.

Dedicated Access: Dedicated Access is dedicated Local Access between the Customer's Premises or serving wire center and the Point-of-Presence of the DUC selected by the Company for origination and/or termination of Calls. This is also referred to as "special access."

Diversity: Diversity is Customer-designated routing which indicates a Customer designated departure from a DUC's primary route.

DS: DS stands for Data Service.

DUC: DUC stands for "Designated Underlying Carrier". The Company resells the services of DUC A and DUC M.

Exemption Certificate: An Exemption Certification is a written notification wherein the Customer certifies that its dedicated facility should be exempted from the monthly special access surcharge because, for example, the facility is associated with a Switched Access Service that is subject to carrier common line charges.

Issued: February 14, 1997

John McIntyre, Vice President Planning
2550 West Golf Road
Rolling Meadows, IL 60008

Effective:

SECTION 1 - TECHNICAL TERMS AND DEFINITIONS

Employees: The term "Employees" refers to the active and retired employees of the Company and all subsidiaries, affiliates, and any other groups designated by the Company.

F.C.C: F.C.C. stands for Federal Communication Commission.

Hertz: Hertz is a unit of frequency equal to one cycle per second.

Installation: Installation means the connection of a Circuit, Dedicated Access line, or port, for new, changed or additional Service.

IOC: IOC stands for "Interoffice Connection."

Isochronous: Isochronous refers to data transmission where timing is derived from the signal carrying the data.

IXC: IXC stands for "Interexchange Carrier".

Kbps: Kbps stands for "KiloBits Per Second" which is a thousand bits per second.

LEC: LEC stands for "Local Exchange Carrier".

Local Access: Local Access is the Service between a Customer's Premises and the designated Point-of-Presence of the DUC selected by the Company.

Local Access Provider: Local Access Provider is the entity providing Local Access.

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SECTION 1 - TECHNICAL TERMS AND DEFINITIONS

MATR: MATR stands for Minimum Average Time Requirement.

Mbps: Mbps stands for "MegaBits Per Second" which is a million Bits per second.

Modification of Final Judgment: Modification of Final Judgment refers to the judicial opinion set forth at United States vs. American Telephone & Telegraph Company, 552 F. Supp. 131 (D.D.C. 1982).

Multiplexing: Multiplexing, or "muxing," is the sequential combining of lower Bit rate Private Line Service onto a higher Bit rate Private Line Service for more efficient facility capacity usage or vice versa.

Nonrecurring Charges: Nonrecurring Charges are one-time charges.

NXX: NXX represents the first three digits of a Customer's telephone number. N is a number between 2 and 9. X is a number between 0 and 9.

NPA Centroid: NPA Centroid is the rating center which is used to calculate mileage for inbound 800 calls and calling card calls.

PIC: PIC stands for "Primary Interexchange Carrier".

PBX: PBX stands for "Private Branch Exchange".

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SECTION 1 - TECHNICAL TERMS AND DEFINITIONS

POP: POP is an acronym for Point-of-Presence. A POP may be (a) the central office of the DUC; (b) a location where the LEC or CAP hands off the traffic of the Company's Customers to the DUC or the Company; or (c) the location where the Customer's facility interconnects with the DUC or the Company.

Private Line: A Private Line is a dedicated transmission channel furnished to a Customer without intermediate switching arrangements for full-time Customer use.

Private Line Service: Private Line Service is the furnishing of a Private Line utilizing Dedicated Access arrangements.

P.U.C.: P.U.C. stands for Public Utility Commission.

Rate Center: A Rate Center is a specified geographical location used for determining mileage measurements.

Residential Customer: A Residential Customer is a Customer who subscribes to a Service for a non-business, non-trade, or non professional purpose.

Restore: Restore means to make Service operative following an interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the DUC(s) involved.

Route Diversity: Route Diversity is providing two channels which are furnished partially or entirely over two physically separate routes.

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SECTION 1 - TECHNICAL TERMS AND DEFINITIONS

Service: Service consists of any telecommunications Service provided by the Company pursuant to this Tariff.

SID: SID Stands for Scheduled Issue Date.

State: State refers to the State of Florida.

Switched Access: If the Customer's location has a transmission line that is switched through the LEC or CAP to reach the long distance network, the access is switched.

Switched Service(s): Switched Service(s) are any Services that are not a Private Line Service as described in Section 3 of this Tariff.

Transmission Speed: For the purposes of this tariff, data Transmission Speed denotes the line speed in Bits per seconds (bps).

Underlying Carrier: "Underlying Carrier" refers to any interexchange carrier that provides long distance Service resold by the Company pursuant to this Tariff.

V&H: V&H stands for "vertical and horizontal".

VF: VF stands for "voice frequency" which is a voice-grade Service designed for Private Line Service. Normal transmission is in the 300 Hertz to 3000 Hertz frequency band.

VNS: VNS stands for "Virtual Network Service".

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

This Tariff contains the description, regulations, and rates applicable to the intrastate interLATA and intraLATA telecommunications Services contained herein offered by Apollo Communications Services, LLC within the state of Texas. Service is offered subject to the availability of facilities and the terms and conditions of this Tariff. This Tariff is on file with the Commission and copies may be inspected during normal business hours at the Company's principal place of business which is located at 2550 West Golf Road, Rolling Meadows, IL 60008.

2.2 Limitations On Service

2.2.1 Service is offered subject to the availability of facilities and/or equipment from the DUC, the Company's ability to provision the order at the time the Applicant or Customer orders Service, and the provisions of this Tariff. The Company reserves the right, without incurring liability, to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.

2.2.2 The Company reserves the right to discontinue offering Service without liability, or to limit the use of Service when necessitated by conditions beyond the Company's control, or when the Customer is using Service in violation of the law or of the provisions of this Tariff.

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service (Con't)

2.2.3 Prior written permission from the Company and approval pursuant to Paragraph 2.14 are required before Customers may assign or transfer any Service. All regulations and conditions contained in this Tariff and all other applicable Service conditions will apply to all such permitted assignees or transferees.

2.2.4 Service is furnished subject to the condition that there will be no abuse or fraudulent use of the Service. Abuse or fraudulent use of Service includes, but is not limited to:

- Use of Service to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the applicable charge; or
- Obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain Service by rearranging, tampering with, or making connection with any Service components of the Company or of the DUC, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the charge for such Service; or
- Use of Service of the Company to send a message or messages, anonymous or otherwise, in a manner reasonably expected to frighten, abuse, torment, or harass another; or
- Use of Service in such a manner as to interfere unreasonably with the use of Service by one or more other Customers.

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (Con't)

- 2.2.5 The Customer may not use Service provided under this Tariff for any unlawful purpose.
- 2.2.6 Any business Applicant or Business Customer is entitled to obtain Service under this Tariff, provided that the Company reserves the right to deny Service to any Customer that, in the Company's reasonable opinion, presents an undue risk of nonpayment.
- 2.2.7 The Company, when acting at the Customer's request and as its authorized agent, will make reasonable efforts to arrange for Service requirements such as special routing, Route Diversity, Alternate Access, or Circuit conditioning.
- 2.2.8 Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purposes of computing charges in this Tariff, a month is considered to have 30 days.

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (Con't)

- 2.2.9 Service will be provided until canceled, by the Customer on not less than thirty (30) days' written notice from the date of postmark on the letter giving notice of cancellation.
- 2.2.10 Customer shall not use the Company name or any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion or promotional material, or publication, contracts, or bills, etc. of the Customer without the express prior written approval of the Company.
- 2.2.11 In case of refusal to establish service, the Company shall notify the applicant in writing of the reason for such refusal.

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability

2.3.1 The Company's liability will be limited to that expressly assumed in Paragraph 2.3.1 through 2.3.14 of this Tariff.

2.3.2 Providing the Company gives five (5) days written notice before Service disconnection, the Company reserves the right to discontinue Service to Customers without incurring liability:

- For non-payment of any sum owed the Company;
- For insufficient or fraudulent billing information, invalid or unauthorized telephone numbers, credit card numbers, or pre-arranged account code numbers;

The Customer will be deemed to have canceled Service as of the date of such disconnection and will be liable for any cancellation charges set forth in this Tariff. If the Customer uses 10XXX or other carrier access codes once the Customer's account has been canceled by the Company, the Customer is a Customer of the DUC not the Company.

To control non-payment and fraud, Service may be discontinued by the Company without incurring liability by blocking all traffic or by blocking traffic to or from certain NPA-NXXs, certain countries, cities, or individual telephone stations for any Service offered under this Tariff. Service will be Restored as soon as it can be provided without undue risk and only after accounts have been brought current.

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (Con't)

2.3.3 The Company may refuse or discontinue Service without notice to Customers without incurring liability:

- (A) For any violation by a Customer related to the request for such Service of either the provisions of this Tariff or any laws, rules, regulations, or policies; or
- (B) If Customer doesn't comply with and/or violates the Commission's regulations or the Company's rules and regulations on file with the Commission; or
- (C) By reason of any order or decision of a court or other governmental authority which prohibits the Company from furnishing such Service; or
- (D) If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, or Services; or
- (E) If Customer is using the Service for any other purposes than that described in this Tariff; or
- (F) If Customer has suspected unauthorized or fraudulent use of Service; or
- (G) In the event of emergency or threatened or actual disruption of Service to other Customers; or

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (Con't)

2.3.3 (Con't)

- (H) If the Customer provides false information to the Company regarding the Customer's identity, after failure of the Customer to comply with a request by the Company for reasonable security for the payment of Service; or
- (I) If the Customer's use or misuse of the long distance network is for any unlawful or criminal purpose; or
- (J) If Customer refuses to allow Company reasonable access to the Customer's facilities to provision Service(s); or
- (K) If the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communication Services, or its planned use of Service(s); or
- (L) For Customer's breach of the contract for Service between the Company and the Customer.

In the event that the Company or the DUC learn of possible fraudulent use of any of the Company's calling card Services, the Company will make an effort to contact the Customer, but Service may be terminated or blocked without notice and without liability to the Company.

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (Con't)

2.3.4 The Company is not liable for:

- (A) Any act or omission of any other company or companies furnishing a portion of the Service(s) or facilities, equipment or Services associated with such Service(s).
- (B) Any defacement of, or damage to, the equipment or premises of a Customer resulting from the provision of Services when such defacement or damage is not the result of the Company's negligence.
- (C) Damages caused by the negligence or willful misconduct of the Customer.
- (D) Any failure to provide or maintain Services under this Tariff due to circumstances beyond the Company's reasonable control.
- (E) Any other direct, indirect, consequential, special, actual, or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, Services provided hereunder, absent a determination of willful misconduct by the Company through judicial or administrative proceedings.

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2.3 Limitation of Liability (Con't)

2.3.4 The Company is not liable for: (Con't)

- (F) Any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes include but are not limited to acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, unlawful acts of individuals including acts of the Company's agents, contractors, and employees if committed beyond the scope of their employment, or preemption of existing Services to Restore Service in compliance with Part 64, Subpart D, Appendix A, of the F.C.C's Rules and Regulations.

- (G) Any special or consequential damages or any lost profits of any kind or nature arising out of the furnishing of or interruption in Services contained in this Tariff.

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2.3 Limitation of Liability (Con't)

2.3.4 The Company is not liable for: (Con't)

- (H) The use or abuse of any Service described herein by any party including, but not limited to, the Customer's employees or members of the public. "Use or abuse" includes, but is not limited to, any Calls placed by means of PBX-reorigination or any other legal or illegal equipment, Service or device. In the case of 800 Service, this also applies to third parties who dial the Customer's 800 number by mistake.
- (I) Any action, such as blocking or refusal to accept certain Calls, that it deems necessary to take in order to prevent unlawful use of its Services. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties. The liability provided for above, will, in each case, be in addition to any amounts that may otherwise be due the Customer under this Tariff as a credit allowance for the interruption of Service.
- (J) Abuse or fraudulent use of the Service.

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2.3 Limitation of Liability (Con't)

- 2.3.5 With respect to the Switched Services contained herein and except as otherwise provided herein, the liabilities of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of furnishing service hereunder and not caused by the negligence or intentional acts of the Customer shall in no event exceed an amount equivalent to the initial period charge to the Customer according to this Tariff for the call during which such mistake, omission, interruption, delay, error or defect in the course of furnishing service hereunder occurs, except in cases of willful misconduct by the Company.
- 2.3.6 The Company may rely on LECs or other third parties for the performance of Services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as agent for Customer in obtaining such other Services. Customer's liability for charges hereunder will not be reduced by untimely Installation or non-operation of Customer provided facilities and equipment.
- 2.3.7 No contractors, agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be contractors, agents or employees of the Company without written authorization.

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2.3 Limitation of Liability (Con't)

2.3.8 The Company will 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 via Company Services(s); and
- (B) Violation by Customer of any other literary, intellectual, artistic, dramatic, or musical right; and
- (C) Violations by Customer of the right to privacy; and
- (D) Claims of patent infringement arising from combining or connecting Channels with equipment and systems of the Customer; and
- (E) Claims related to lost or stolen calling cards, except as described in Paragraph 2.6; and
- (F) Any other claims whatsoever relating to or arising from message content or the transmission thereof; and
- (G) All other claims arising out of any act or omission of the Customer in connection with Services provided by the Company; and

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2.3 Limitation of Liability (Con't)

2.3.8 The Company will be indemnified and held harmless by the Customer against:
(Con't)

- (H) All loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the Installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment where such Installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of the Company's negligence or willful action; and
- (I) Defacement of, or damage to, the premises of a Customer resulting from the furnishing, Installation, and/or removal of Channel facilities or the attachment of instruments, equipment and associated wiring on or from the Customer's Premises.
- (J) Claims arising out of the use of Services or associated equipment in an unsafe manner (such as use in an explosive atmosphere) or the negligent or willful act of any person other than the Company.

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2.3 Liabilities of The Company (Con't)

- 2.3.9 Where the Company's 800 Service(s) is not made available on the date committed to the Customer, or cannot otherwise be made available after the Company's acceptance of the Customer's Service order, or the Customer is provided with a number or numbers other than the one(s) committed by the Company to the Customer, and any such failure or failures is due solely to the negligence of the Company, in such case the Company'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 such failure or failures, or (b) the sum of \$1,000.00.
- 2.3.10 Interruptions, delays, errors, or defects caused by or contributed to, directly or indirectly, by act or omission of Customer or its customers, affiliates, agents, contractors, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties shall not result in the imposition of any liability whatsoever upon the Company, and Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including costs of Local Access Providers' labor and materials. In addition, all or a portion of the Service may be provided over facilities of third parties, and the Company shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of Defects caused by such third parties. The Company's liability, if any, with regard to the delayed installation of facilities or commencement of service shall not exceed \$1,000.

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2.3 Liabilities of The Company (Con't)

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

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

2.3.13 The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all time in full force and effect until modified in writing.

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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (Con't)

- 2.3.14 With respect to Services provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and of fitness for a particular purpose.
- 2.3.15 Notice will be given after discontinuing Service. The Customer will be deemed to have canceled Service as of the date of such disconnection and will be liable for any cancellation charges set forth in this Tariff. If the Customer uses 10XXX or other carrier access codes once the Customer's account has been canceled by the Company, the Customer is a Customer of the DUC not the Company.
- 2.3.16 The Company will make no refund of overpayment by a Customer unless the claim for such overpayment, together with appropriate evidence is submitted within two years of the date of the alleged overpayment. In the event of a billing error resulting in an overbilling or overcharge to its Customers, the Company may refund the amount overbilled or overcharged by means of a pro-rated credit to the account of all affected Customers on a date certain.

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SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service

2.4.1 The Services offered herein may be used for any lawful purpose, including business, governmental, or other use. There are no restrictions on sharing or resale of Services. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities.

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2.4 Use of Service (Con't)

2.4.2 Service furnished by the Company may be arranged for joint use or authorized use. The joint user or Authorized User will be permitted to use such Service in the same manner as the Customer, but subject to the following:

- (A) One joint user or Authorized User must be designated as the Customer. The designated Customer does not necessarily have to have communications requirements of its own. The Customer must specifically name all joint users or Authorized Users in the Application for Service. Service orders which involve the start, rearrangement or discontinuance of joint use or authorized use Service will be accepted by the Company only from that Customer and will be subject to all regulations of this Tariff.

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

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SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (Con't)

2.4.3 If the service is to be resold or rebilled, the Customer must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission. In addition to the other provisions in this Tariff, Customers reselling Company Services will be responsible for all interaction and interface with their own subscribers or customers. The provision of the Service will not create a partnership or joint venture between the Company and the Customer nor result in a joint communications Service offering to the Customers of either the Company or the Customer.

2.4.4 Service furnished by the Company will not be used for:

- (A) Any unlawful or fraudulent purposes; or
- (B) Any purpose for which any payment or other compensation is received by the Customer except when the Customer is a communications common carrier, a resale common carrier, an enhanced or electronic Service provider who has subscribed to the Company's Services. However, this provision does not preclude an agreement between the Customer, Authorized User, or joint user to share the cost of the Service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.

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SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (Con't)

- 2.4.5 A Customer of the Company's 800 Services will provide not less than ten (10) business days notice prior to implementation of special advertising or other new promotions likely to stimulate usage.
- 2.4.6 If a Customer of the Company's 800 Services is found to be non-compliant in passing back appropriate answer supervision, the Company reserves the right to suspend Service temporarily and/or deny requests for additional Service. The Company will give the Customer ten (10) days written notice via certified U.S. Mail of intent to suspend or deny Service due to such non-compliance.
- 2.4.7 The Company reserves the right to require a Customer requesting 800 Service to supply the following information when requesting Service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. A new traffic forecast will be submitted quarterly after Service is initiated.
- 2.4.8 From time-to-time, the Company will grant credit against usage or monthly recurring or nonrecurring charges in an amount not to exceed \$1,000 per Customer or per account per monthly billing period whenever the Company determines in its sole discretion that such a credit is warranted due to considerations involving the delivery of past Service to the Customer or account receiving the credit.

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SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (Con't)

- 2.4.9 The Customer may be billed directly by the LEC or CAP or any other authorized access provider for the Dedicated Access arrangements selected by the Customer for the provisioning of certain Switched Services or Private Line Services. At the Customer's request, the Company may act as agent in the ordering of such arrangements. In instances where the Company orders such arrangements as an agent for the Customer, if the LEC bills the Company rather than the Customer, the Company will bill Local Access charges to the Customer on a pass through basis.
- 2.4.10 If an entity other than the Company (e.g. another carrier or supplier) imposes charges on the Company in connection with a Service and those charges are not specifically listed in this Tariff, the Company will pass through those charges to the Customer.
- 2.4.11 The Customer will be deemed to have canceled Service as of the date of such disconnection and will be liable for any cancellation charges set forth in this Tariff. If the Customer uses 10XXX or other carrier access codes once the Customer's account has been canceled by the Company, the Customer is a Customer of the DUC not the Company.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer

- 2.5.1 The Customer will be responsible for the payment of all charges for Services provided to Customer under this Tariff and for the payment of all excise, sales, use or other similar taxes that may be levied by a governing body or bodies in conjunction applicable to the Service furnished under this Tariff unless specified otherwise herein.
- 2.5.2 The Customer is responsible for payment of all charges for Services provided by the Company and originating at Customer's number; accepted at Customer's number; billed to Customer's calling card or Authorization Code; or rendered at Customer's specific request, regardless of whether the Customer's facilities were fraudulently used.
- 2.5.3 The Company will not be required to consider any Customer claim for damages or statutory penalties, or adjustments, refunds, credits or cancellation of charges, unless the Customer has notified the Company in writing of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand. In the event that the Customer is not satisfied with the Company's resolution of any dispute, the Customer may make application to the Commission for review and disposition of the matter.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (Con't)

- 2.5.4 The Customer will indemnify and hold the Company harmless from any and all liability that is not expressly assumed by the Company in Paragraph 2.3 and that arises in connection with the provision of Services to the Customer. Customer will protect and defend the Company from any suits or claims alleging such liability, and will pay all expenses (including attorneys' fees), and satisfy all judgments which may be incurred by or rendered against the Company in connection therewith.
- 2.5.5 The discontinuance of Service(s) by the Company pursuant to Paragraphs 2.3.2 and 2.3.3 does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.
- 2.5.6 The Customer is responsible for taking all necessary legal steps for interconnecting the Customer provided terminal equipment with the long distance network. The Customer shall ensure that the signals emitted into the network of the DUC do not damage equipment, injure personnel, or degrade Service to other Customers. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall comply with applicable LEC signal power limitations.

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2.5 Obligations of the Customer (Con't)

2.5.7 If as a result of inaccurate information provided by the Customer, Circuits need to be moved, replaced, or redesigned, the Customer is responsible for the payment of all such charges. In the event the Company incurs costs and expenses caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.

2.5.8 For a Customer subscribing to the Company's Private Line Service or Switched Service utilizing Dedicated Access to be exempted from the monthly special access surcharge, the Customer must provide the Company an executed Exemption Certificate. The Customer may only be exempted from the monthly special access surcharge if the Customer's facility:

- terminates on a device incapable of connecting the network of the DUC selected by the Company with the local exchange network; or
- is associated with a Switched Access Service that is subject to carrier common line charges; or
- constitutes a Private Line facility used for telex service or radio or television transmissions.

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2.5 Obligations of the Customer (Con't)

2.5.9 The Customer is responsible for payment for all long distance calls originated at the Customer's number(s), terminated on the Customer's 800 number, billed to the Customer's calling card or authorization code, accepted at the Customer's number, or incurred at the specific request of the Customer. The Customer is responsible for paying all charges for service the Company provides to or from the Customer's number(s), regardless of whether the Customer's facilities were used fraudulently.

2.5.10 The Customer shall be liable for:

- (A) Reimbursing the Company for all loss as a result of theft, fire, flood or other catastrophes of Company or DUC provided equipment or facilities on the Customer's Premises.
- (B) Reimbursing the Company for damages to facilities or equipment caused by the negligence or wilful acts of the Customer's officers, employees, agents, or contractors.

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2.6 Lost Or Stolen Calling Cards Or Authorization Codes

The Customer is responsible for all charges for Services provided to the Customer, including charges for all calls placed by use of Customer's assigned authorization or calling card code. Upon knowledge of facts which would alert a reasonable person to the possibility of unauthorized use of Customer's authorization or calling card code, the Customer will alert and give notice to the Company of such facts. The Customer will be excused from liability only with respect to unauthorized calls placed after receipt of such notice by the Company.

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2.7 Obtaining Service

2.7.1 Application for Services

To obtain Services, the Applicant must submit to the Company a signed Application For Service and a Letter of Agency. The Applicant must also establish credit satisfactory to the Company as provided in Paragraph 2.7.2.

2.7.2 Establishment of Credit

(A) Applicant

The Company reserves the right to examine the credit record and check the references of all applicants. The Company may examine the credit profile/record of any applicant prior to accepting the order. These will not in themselves obligate the Company to provide Services or to continue to provide Services, if a later check of applicant's credit record is, in the opinion of the Company, contrary to the best interests of the Company.

(B) Customer

If the conditions of Services or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time.

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2.7 Obtaining Service (Con't)

2.7.3 Deposits

The Company will not collect deposits.

2.7.4 Advance Payments

The Company will not collect advance payments.

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2.8 Rendering and Payment of Bills

2.8.1 General

Bills are prepared by the Company. Bills are sent to the Customer's billing address as shown on its account. Payment in full is due upon receipt but no later than the due date on the invoice. Checks should be made payable as named on the bill, and sent to the address as listed on the bill. Failure to remit payment by the due date may result in a late charge as indicated in Paragraph 2.8.3.

2.8.2 Billing Period

The Company uses cycle billing. The billing period is one month. Charges may be assessed for unbilled traffic for up to two years in arrears.

2.8.3 Late Charge

If a Customer's bill is not paid within thirty (30) days from the invoice date, the Company may impose a late charge of 1.5% per month on the delinquent amount.

2.8.4 Return Check Charge

A fee of \$15 or 5% of the amount of the check, whichever is greater, will be charged for each returned check.

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2.9 Customer Service

2.9.1 General

Customer Service may be contacted in writing at 2550 West Golf Road, Rolling Meadows, IL 60008. Customers may also contact Customer Service by dialing a toll free number. The Company offers its Customers several toll free 800 numbers depending on the Customer's need. Service representatives are available to assist with Customers inquiries from 8:00 AM to 4:30 PM, Monday through Friday, excluding holidays. If a Customer calls Customer Service after hours, the call goes to a voice mail system. If the call is not an emergency, the answering machine takes a message for a return call the next business day. If the call is a Service emergency, the Customer is referred to an 800 number which is answered twenty four hours per day, 365 days per year. Both toll free numbers are listed on the Customer's bill.

2.9.2 Billing Inquiries

Billing inquiries may be referred to the Company's Customer Service organization as indicated in Paragraph 2.9.1 above. If the Customer is not satisfied with the Company's resolution of a billing inquiry, the Customer may make application to the Commission for review and disposition of the matter.

2.9.3 Service Difficulties

Service difficulties may be referred to the Company's Customer Service organization, as indicated in Paragraph 2.9.1 above.

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SECTION 2 - RULES AND REGULATIONS

2.10 Cancellation of Services By Customer

2.10.1 Switched Services

A Customer may cancel Services by giving thirty (30) days' written notice to the Company. Such notice should be addressed to the Company's Customer Service organization at the address specified in Paragraph 2.9.1.

(A) Customer With Switched Access

Cancellation of the Customer's Services will be effective when the LEC changes the PIC code, or when the DUC or CAP cancels the Services, as authorized by the Customer.

(B) Customer With Dedicated Access

Cancellation of the Customer's Services will be effective when the DUC cancels the Services offered by the Company, or when the Customer's Dedicated Access facilities are moved to another IXC, as authorized by the Customer.

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SECTION 2 - RULES AND REGULATIONS

2.10 Cancellation of Services By Customer (Con't)

2.10.2 Private Line Services

(A) Cancellation of an Order

When an order for Private Line Services is placed, a due date will be established. That due date will be confirmed with the Customer.

.1 Customer Cancels Service Order Prior to SID

For each Private Line Service ordered, the DUC will establish the Scheduled Issue Date (SID) which is the date on which the service order is entered into the DUC's service order distribution system. The Company will provide the SID to the Customer. If the Customer cancels a service order prior to the SID, no cancellation charge applies.

.2 Customer Cancels Service Order On SID

If the Customer cancels a service order on the SID, no cancellation charge applies.

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SECTION 2 - RULES AND REGULATIONS

2.10 Cancellation of Services By Customer (Con't)

2.10.2 Private Line Services (Con't)

(A) Cancellation of an Order (Con't)

.3 Customer Cancels Service Order After SID Date

If the Customer cancels a service order, after the SID Date, a cancellation charge will apply. The cancellation charge is calculated as follows:

The number of days which have elapsed since the SID is divided by the number of days between the SID and the due date. The result is multiplied by the Installation charge for the service element.

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2.10 Cancellation of Services By Customer (Con't)

2.10.2 Private Line Services (Con't)

(B) Delay of an Order

In the event that a due date is delayed as set forth below, the due date for the order will be changed to reflect the number of days of delay.

.1 Delay of Due Date by the Customer

The Customer may delay the due date when: (1) the request for the delay is received by the DUC prior to the order's due date and Paragraph 2.10.2 (B).2 does not apply, and (2) the total delay measured from the order's initial due date does not exceed thirty (30) cumulative calendar days.

However, after the Customer has delayed an order for the maximum 30-day period, the Customer may: (1) accept billing for the Service elements ordered, or (2) cancel the order and pay the applicable cancellation charge.

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SECTION 2 - RULES AND REGULATIONS

2.10 Cancellation of Services By Customer (Con't)

2.10.2 Private Line Services (Con't)

(B) Delay of an Order (Con't)

.2 Delay of Due Date by the DUC

The DUC will make every reasonable effort to assure that Service elements are furnished on the due date. However, if an order is delayed by the DUC beyond the due date for more than thirty (30) cumulative calendar days and such delay is not requested or caused by the Customer, the Customer may cancel the order with cancellation charges applying.

(C) Cancellation of Term Plan

If the Customer cancels a term plan agreement prior to the expiration date of the term plan, the BTC applies. The BTC is equal to 100% of the IOC charges that would have been paid to the Company if the term plan had not been canceled plus 100% of what the Customer would have paid for access component charges for one month after the date of cancellation.

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SECTION 2 - RULES AND REGULATIONS

2.11 Cancellation of Services By Company

2.11.1 General

Paragraphs 2.3.2 and 2.3.3 cover conditions under which the Company may refuse or discontinue Service without incurring liability. When the Company discontinues a Customer's Service, the notice will be separate and apart from the regular monthly bill for Service. The termination 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 termination. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all right available to it under either law or equity.

2.11.2 Non-Payment

If payment is not received within sixty (60) days from the invoice date, a termination notice is sent to the Customer in a separate mailing.

2.11.3 Notice of Service Termination

The Customer will be notified in writing five (5) days prior to Service termination. Notices may be given orally or in writing.

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2.12 Restoration of Services

The use and restoration of Services in emergencies will be in accordance with the priority system specified in Part 64, Subpart D of the rules and regulations of the Federal Communications Commission.

2.13 Taxes

In addition to the charges specifically pertaining to the Services, certain federal, state, and local surcharges, taxes, gross receipts, and fees will be applied to these Services. These taxes, surcharges, and fees are calculated based upon the amount billed to the end user for Services. All state and local taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on the Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff.

A Customer claiming tax exempt status must provide the Company with copies of all tax Exemption Certificates and documents required by the Company at the time Service is ordered in order to be granted tax exempt status. Failure to provide the required documentation at the time Service is ordered will result in all taxes as noted herein being levied by the Company on the Customer's Service and the Customer will be responsible for the payment of all such charges. At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after Service is ordered. However, the Customer will be billed for all applicable taxes and responsible for the payment of same until such time as the Company has ceased billing the applicable taxes. The Company is not liable for refunding the amount of the taxes paid by the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of Service.

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SECTION 2 - RULES AND REGULATIONS

2.14 Transfer or Assignment

Services provided by the Company may not be transferred or assigned to a new Customer unless the new Customer's credit is approved by the Company.

2.15 Connections

When Customer equipment is connected to Company Services, it must comply with Part 68 of the F.C.C.'s Rules and Regulation, 47 C.F.R. Part 68 (commonly know as the F.C.C.'s Registration Program). When any equipment or system is connected, the minimum protection criteria must be met. The minimum protection criteria is set forth in the Company's F.C.C. Tariff No. 1.

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2.16 Timing of Calls

Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. Chargeable time for all calls ends when one of the parties disconnects from the call. There are no billing charges applied for incomplete calls.

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2.17 Rate Period

Different rates may be applicable to a call at a different time of the day and on certain days of the week, as specified in the appropriate rate schedule for that call. The rate periods shown below apply. All times shown are local time at the Calling Station in case of an outbound call, and at the Called Station in case of an inbound call.

Rate Period	Times Applicable		Days Applicable
	From	To, But Not Including	
Day	8:00 AM	5:00 PM	Mon - Fri
Evening	5:00 PM	11:00 PM	Sun - Fri
Night	11:00 PM	8:00 AM	All days
	8:00 AM	11:00 PM	Saturday
	8:00 AM	5:00 PM	Sunday

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2.18 Mileage Measurements

2.18.1 Switched Services

(A) General

Each rate center or POP has a unique set of assigned V&H coordinates which are used by the DUC for calculating mileage. Calculation of mileage is in accordance with the V&H coordinate system.

(B) Inbound And Calling Card Services

The Company uses the V&H coordinates associated with the Rate Center of the NPA Centroid.

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2.18 Mileage Measurements (Con't)

2.18.1 Switched Services (Con't)

(C) Other Mileage Sensitive Services

The distance is measured using the V&H coordinates associated with either the rate centers of the originating and terminating stations or the V&H coordinates associated with the originating and terminating POP of the Underlying Carrier. The type of access determines which V&H coordinates are used.

If a call is originated or terminated via Switched Access, the distance is measured using the V&H coordinates associated with the rate centers of the originating or terminating station. If the call is originated or terminated via Dedicated Access, the distance is measured using the V&H coordinates associated with the originating or terminating POP of the Underlying Carrier.

The rate for a call between Access Lines associated with stations that use the same central office is the rate for zero miles.

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2.19 Determination of Airline Mileage

For the purpose of determining airline mileage, vertical and horizontal grid lines have been established across the country. The spacing between adjacent vertical grid lines and between horizontal grid lines represents a distance of one coordinate unit. The unit is the square root of 0.1, expressed in airline miles. A vertical (V) and a horizontal (H) coordinate is computed for each rate center from its latitude and longitude location by use of appropriate map-projection equations. A pair of V&H coordinates locates a rate center, for determining airline mileage, at a particular intersection of an established vertical grid line with an established horizontal grid line. The distance between any two rate centers is the airline mileage computed as explained as follows.

2.19.1 Switched Services

(A) Calls Mileaged By DUC A

The methodology used for the determination of airline mileage is the same as specified in AT&T Communications F.C.C. No. 10 and subsequent changes or successor.

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SECTION 2 - RULES AND REGULATIONS**2.19 Determination of Airline Mileage (Con't)****2.19.1 Switched Services (Con't)****(B) Calls Mileaged By DUC M**

Calculation of distance is in accordance with the V&H coordinate system. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal (V&H) coordinates associated with the rate centers involved.

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

2.19.2 Private Line Services**(A) Calls Mileaged By DUC A**

The rate mileage for the IOC on a two point Private Line Service is the airline distance measured between two central offices of the DUC, points of connection or a combination thereof. The rate mileage for the IOC on a Private Line Service with three or more DUC central offices is the sum of the individual airline mileage measured between each pair of DUC central offices which produces the lowest total mileage charge when all of the DUC central offices are connected together. Exception to this method of measurement may apply in those cases when (1) connections are made at points of connection, or (2) the Customer specifies the sequence in which the IOCs are connected.

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2.19 Determination of Airline Mileage (Con't)

2.19.2 Private Line Services

(B) Calls Mileaged By DUC M

The IOC charge is based on airline mileage via the V&H coordinate formula, see Paragraph 2.19.1 (B), between the two DUC M serving terminals. For multipoint Circuits, connect the DUC M terminals so that the IOC mileage is minimized (unless the Customer requests a specific configuration).

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2.20 Holidays

Holiday rates do not apply.

2.21 Determining Rate In Effect - Switched Services

2.21.1 General

For outbound Services that are time-of-day sensitive, the time-of-day at the central office or POP associated with the Calling Station determines the rate in effect. For inbound Services that are time-of-day sensitive, the time-of-day at the central office or POP associated with the Called Station determines the rate in effect.

2.21.2 Call Originates Via Switched Access

When a unit of time is split between two rate periods, each rate period applies to the portion of the call that occurred during that rate period.

2.21.3 Call Originates Via Dedicated Access

When a unit of time is split between two rate periods, the rate is based on the rate period in which it began.

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2.22 Application of Charges - Switched Services

2.22.1 General

Calls are billed in various increments depending on the Service subscribed to by the Customer. Each Service has its own specific minimum connect time. For all Services, fractions of an increment are rounded up to the next highest increment.

2.22.2 Directory Assistance Service

The Directory Assistance charge applies whether or not the directory assistance bureau furnished the requested telephone number(s) (e.g., where the requested telephone number is unlisted, non-published or no record can be found).

2.22.3 All Usage Sensitive Services

Usage charges apply to all completed calls. The usage charges for each completed call during a billing month will be computed. If the charge includes a fraction of a cent of \$.005 or more, the fraction is rounded up to the next higher whole cent. Otherwise, the charge is rounded down to the next lower whole cent.

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2.23 Interruption of Service

2.23.1 General

It will be the obligation of the Customer to notify the Company of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer will ascertain that the interruption is not being caused by any action or omission by the Customer, and is not caused by any wiring or equipment furnished by the Customer.

2.23.2 Switched Services

Credit allowances for the interruption of usage-sensitive Services will be limited to the applicable initial period charge for the call interrupted, subject to the limitation of liability provision set forth in Paragraph 2.3.5 preceding.

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2.23 Interruption of Service (Con't)

2.23.3 Private Line Services

(A) General

Credit allowances for interruption of Private Line Services are set forth in Section 2, Paragraph 2.3.12.

(B) Credit for Network Component Charge

The credit allowance will be calculated by applying the outage credit units specified for each Private Line Service to the IOC charge. After the first 30 minute period, fractions of 30-minute interruption periods will be treated as full 30-minute interruptions. The credit allowance applied to the IOC charge will be the portion of the monthly IOC charge that corresponds to the proportion of interrupted outage credit units to the total number of outage credit units available to the Customer at the time of the interruption multiplied by the proportion of the duration of the interruption, in full 30-minute periods, to 1,440 (the total number of 30-minute periods in a month).

For purposes of the calculation of the credit allowance, the number of outage credit units applicable to each DS is set forth in the Company's F.C.C. Tariff No. 1.

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SECTION 2 - RULES AND REGULATIONS

2.23 Interruption of Service (Con't)

2.23.3 Private Line Services

(C) Credit for Access Component Charge

The credit allowance will be calculated by applying the outage credit units specified for each Private Line Service to the access component charge. After the first 30 minute period, fractions of 30-minute interruption periods will be treated as full 30-minute interruptions. The credit allowance applied to the access component charge will be the portion of the monthly access component charge that corresponds to the proportion of interrupted outage credit units to the total number of outage credit units available to the Customer at the time of the interruption multiplied by the proportion of the duration of the interruption, in full 30-minute periods, to 1,440 (the total number of 30-minute periods in a month).

For purposes of the calculation of the credit allowance, the number of outage credit units applicable to each Private Line Service is set forth in the Company's F.C.C. Tariff No. 1.

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SECTION 2 - RULES AND REGULATIONS

2.24 Systems Security

Access to the Company's computer systems and data (hereinafter Systems) for the purposes of managing and maintaining the Customer's telecommunications system may be granted to Customers only to the extent required by and incident to the administration and management of the Customer's telecommunications system. These Systems remain the property of the Company and may not be copied, reproduced or otherwise disseminated without the prior written permission of the Company. The Customer must comply with the following.

- Customers shall not in any manner or form disclose, provide, or otherwise make available, in whole or in part, these Systems, documentation, any related material or any other confidential material except to those who have a need to know incident to the operation of the Customer's telecommunications system.
- Customers should report immediately any known or suspected attempt by others to unauthorized access of these Systems to the Company.
- In the event that a security access device assigned to a Customer for dial-up access is lost, stolen, or misplaced, the Customer must notify the Company immediately.

Failure to comply with these limitations which result in access into these Systems beyond that authorized may result in civil and/or criminal penalties.

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SECTION 2 - RULES AND REGULATIONS

2.20 Minimum Call Completion Rate

A Customer can expect a call completion rate (number of calls completed/number of calls attempted) of not less than 98% during peak use periods.

2.21 Mileage Measurements

Mileage measurements are not applicable to the rates for the services set forth in this Tariff which are non-distance sensitive.

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SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.1 Private Line Services

Private Line Service is offered in the form of communication facilities dedicated to the use of a specific Customer. The various types of Private Line Service offered are listed below. Technical specifications for Private Line Services are the same as those specifications in the Company's F.C.C. Tariff No. 1.

3.1.1 ACSESS 9.6 DS

With digital interface, the Service may be utilized for the synchronous transmission of full duplex digital data at 2.4, 4.8, 9.6 or 56 Kbps. The Service provides end-to-end digital Service. In providing this Service, the source of synchronization for the end-to-end Circuit is Customer provided equipment. Therefore, synchronization for the end-to-end Circuit is the responsibility of Customer. See Tariff Sheet 83.

3.1.3 ACSESS 1.5 DS

ACSESS 1.5 DS is a high capacity point-to-point Private Line Service designed for the simultaneous full-duplex transmission of digital signals at a speed of 1.544 Mbps. See Tariff Sheet 85.

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SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES

3.1 Private Line Services (Con't)

3.1.4 ACCESS 45 DS

ACCESS 45 DS is a high speed digital transmission Service supporting voice, data, and video application in a point-to-point fashion. The Service offers 44,736 Mbps. of Bandwidth and provides the equivalent of 672 Voice Grade Circuits or 28 ACCESS 1.5 DS facilities. ACCESS 45 DS requires T-3 Local Access facilities. See Tariff Sheet 86.

3.2 Customer Provided Equipment

Customer Premises Circuit terminating equipment and Multiplexing equipment and any other terminal equipment such as telephone sets or systems shall be provided by the Customer and furnished and maintained at Customer's expense in accordance with the rules and regulations herein.

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SECTION 4 - DESCRIPTION OF SWITCHED SERVICES

4.1 Outbound Services

4.1.1 General

All outbound Services are interstate offerings, but the Customer has the option to use the Services to place intrastate calls. The applicable rules and regulations for all outbound services are provided pursuant to the terms of the Company's Tariff F.C.C. Tariff No. 1. Customers subscribe to ACS outbound switched services by presubscribing to ACS as their primary long distance carrier, by using ACS in nonequal access areas, or by dialing a company authorized/approved carrier access code prior to the call.

4.1.2 Availability

Outbound Services are available to Business Customers. All Switched Access Services are available only in equal access serving areas. All Dedicated Access Services are available from any point in the state.

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SECTION 4 - DESCRIPTION OF SWITCHED SERVICES

4.1 Outbound Services (Con't)

4.1.3 Switched Access Services

All Calls are billed in six (6) second increments subject to a minimum connect time of thirty (30) seconds, and all Calls are rounded up to the next highest six (6) second increment. For example, a twelve (12) second Call would be billed as thirty (30) seconds while a forty (40) second Call would be billed as forty-two (42) seconds. See Tariff Sheet 87.

(A) ACSESS Outbound Switched

ACSESS Outbound Switched is a 1+ Switched Access outbound long distance Service provisioned via DUC M.

(B) ACSESS Outbound Switched I

ACSESS Outbound Switched I is a 1+ Switched Access outbound long distance Service provisioned via DUC A.

(C) ACSESS Outbound Switched II

ACSESS Outbound Switched II is a 1+ Switched Access outbound long distance Service. The Company determines how the Service is provisioned and the DUC is chosen at the Company's discretion. No commitment is made to the Customer regarding the choice of the DUC.

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SECTION 4 - DESCRIPTION OF SWITCHED SERVICES

4.1 Outbound Services (Con't)

4.1.4 Dedicated Access Services

All Calls are billed in six (6) second increments subject to a minimum connect time of eighteen (18) seconds, and all Calls are rounded up to the next highest six (6) second increment. For example, a twelve (12) second Call would be billed as eighteen (18) seconds while a twenty (20) second Call would be billed as twenty-four (24) seconds. See Tariff Sheet 88.

(A) ACSSESS Outbound Dedicated

ACSSESS Outbound Dedicated is a 1+ Dedicated Access long distance Service for Customers that utilize T-1.5 access to reach the POP of DUC M.

(B) ACSSESS Outbound Dedicated I

ACSSESS Outbound Dedicated I is a 1+ Dedicated Access long distance Service for Customers that utilize T-1.5 access to reach the POP of DUC A.

(C) ACSSESS Outbound Dedicated II

ACSSESS Outbound Dedicated II is a 1+ Dedicated Access outbound long distance Service. The Company determines how the Service is provisioned and the DUC is chosen at the Company's discretion. It is the Customer's responsibility to obtain access to the POP of the DUC chosen by the Company.

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SECTION 4 - DESCRIPTION OF SWITCHED SERVICES

4.2 Inbound Services

4.2.1 General

The Company's inbound Services permit calls to be completed to the Customer's location without charge to the calling party. Access to the Service is gained by dialing a ten-digit telephone number, (800) NXX-XXXX, which terminates at the Customer's requested location. All inbound Services are interstate offerings, but the Customer has the option to use the Service to receive intrastate calls. The applicable rules and regulations for all inbound services are provided pursuant to the terms of the Company's Tariff F.C.C. Tariff No. 1.

4.2.2 Availability

Inbound Services are only available to Business Customers.

4.2.3 Switched Access Services

All Calls are billed in six (6) second increments subject to a minimum connect time of thirty (30) seconds, and all Calls are rounded up to the next highest six (6) second increment. For example, a twelve (12) second Call would be billed as thirty (30) seconds while a forty (40) second Call would be billed as forty-two (42) seconds. See Tariff Sheet 89.

(A) ACCESS 800 Switched

ACCESS 800 Switched is an inbound long distance Service for Customers using Switched Access to reach the long distance network of DUC M.

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SECTION 4 - DESCRIPTION OF SWITCHED SERVICES

4.2 Inbound Services (Con't)

4.2.3 Switched Access Services (Con't)

(B) ACSESS 800 Switched I

ACSESS 800 Switched I is an inbound long distance Service for Customers using Switched Access to reach the long distance network of DUC A.

(C) ACSESS 800 Switched II

ACSESS 800 Switched II is an inbound long distance Service. The Company determines how the Service is provisioned and the DUC is chosen at the Company's discretion. No commitment is made to the Customer regarding the choice of the DUC.

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SECTION 4 - DESCRIPTION OF SWITCHED SERVICES

4.2 Inbound Services (Con't)

4.2.4 Dedicated Access Services

All Calls are billed in six (6) second increments subject to a minimum connect time of thirty (30) seconds, and all Calls are rounded up to the next highest six (6) second increment. For example, a twelve (12) second Call would be billed as thirty (30) seconds while a forty (40) second Call would be billed as forty-two (42) seconds. See Tariff Sheet 90.

(A) ACSess 800 Dedicated

ACSess 800 Dedicated is a Dedicated Access inbound long distance Service for Customers that utilize T-1.5 access to reach the POP of DUC M.

(B) ACSess 800 Dedicated I

ACSess 800 Dedicated I is a Dedicated Access inbound long distance Service for Customers that utilize T-1.5 access to reach the POP of DUC A.

(C) ACSess 800 Dedicated II

ACSess 800 Dedicated II is a Dedicated Access inbound long distance Service. The Company determines how the Service is provisioned and the DUC is chosen at the Company's discretion. It is the Customer's responsibility to obtain access to the POP of the DUC chosen by the Company.

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SECTION 4 - DESCRIPTION OF SWITCHED SERVICES

4.3 Directory Assistance

4.3.1 General

Directory Assistance involves the supplying of assistance to a calling party in determining or attempting to determine the telephone number of a party located in the state. See Tariff Sheet 93.

4.3.2 Availability of Services

Directory assistance is available if the Customer subscribes to any outbound Service that utilizes Switched Access to reach the POP of the DUC. If a Customer with Switched Access calls directory assistance for a telephone number outside the area code, the call is routed to the directory assistance bureau of the DUC. A Customer with Dedicated Access must program the PBX to route directory assistance calls over Switched Access lines.

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SECTION 4 - DESCRIPTION OF SWITCHED SERVICES

4.4 Calling Card Service

4.4.1 General

Calling card Service allows the Customer or end user to bill a call to its primary Service location when the caller is away from the established Service location. Customers access the network from anywhere in the State by dialing a universal "800" number plus a calling card code and the called telephone number. Calls are billed in one (1) minute increments subject to a minimum connect time of one (1) minute, and all Calls are rounded up to the next highest minute increment. For example, a twelve (12) second Call would be billed as one (1) minute while a ninety (90) second Call would be billed as two (2) minutes. See Tariff Sheets 91-93.

4.4.2 Availability

Calling card Services are available to Business Customers.

4.4.3 ACSess Travel Card

ACSess Travel Card Service is provisioned via DUC M.

4.4.4 ACSess I Travel Card

ACSess Travel Card Service is provisioned via DUC A.

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SECTION 4 - DESCRIPTION OF SWITCHED SERVICES

4.4 Calling Card Services (Cont)

4.4.5 ACCESS II Travel Card

The Company determines how ACCESS Travel Card Service is provisioned and the DUC is chosen at the Company's discretion. No commitment is made to the Customer regarding the choice of the DUC.

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SECTION 4 - DESCRIPTION OF SWITCHED SERVICES

4.5 Discounts for Hearing Impaired Customers

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll charges placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to a 5% discount on dialed calls using services which have no Time of Day pricing element. Those dialed calls using a service which has a Time of Day pricing element will receive a credit on a subsequent bill equal to applying the evening rate during business day hours and the night/weekend rate during the evening rate period.

A telephone toll message placed via the relay service will receive a discount of 50 percent of the time-sensitive element of the call. If either party is both hearing and visually impaired, the discount will be 60 percent of the time-sensitive element of the call.

4.6 Billing Increments

Length of initial and additional periods for each Service may be found in the rate tables included in Section 4 of this Tariff.

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SECTION 4 - DESCRIPTION OF SWITCHED SERVICES

4.7 Rounding

The methodology used to round the price of a call is covered in Paragraph 2.22.

4.8 Minimum Call Completion rate

A Customer can expect a call completion rate (number of calls completed/number of calls attempted) of not less than 98% during peak use periods

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SECTION 5 - PRIVATE LINE RATES AND CHARGES

5.1 IOC Charges

The IOC Charges are for the network components between DUC A central offices. The IOC Charges are composed of a fixed monthly recurring charge, a monthly long haul per mile charge, and installation charges. Other applicable recurring and non recurring charges such as multiplexing, circuit conditioning, access coordination, special access surcharge, Route Diversity, installation, cancellation penalties and overtime charges may be found in the Company's F.C.C. Tariff No. 1.

5.1.1 ACSess 9.6 DS With Digital Interface

MONTHLY RECURRING CHARGES		
MILES	FIXED CHARGE	CHARGE PER MILE OR FRACTION THEREOF
1-50	\$270.00	\$ 0.35
51-100	\$270.00	\$ 0.35
100 +	\$290.00	\$ 0.35

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SECTION 5 - PRIVATE LINE RATES AND CHARGES

5.1 IOC Charges (Con't)

5.1.2 ACSESS 56 DS With Digital Interface

MONTHLY RECURRING CHARGES

MILES	FIXED CHARGE	CHARGE PER MILE OR FRACTION THEREOF
1-50	\$270.00	\$ 0.35
51-100	\$270.00	\$ 0.35
100 +	\$290.00	\$ 0.35

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SECTION 5 - PRIVATE LINE RATES AND CHARGES

5.1 IOC Charges (Con't)

5.1.3 ACSess 1.5 DS

MONTHLY RECURRING CHARGES

MILES	FIXED CHARGE	CHARGE PER MILE OR FRACTION THEREOF
0 - 50	\$1,000.00	\$8.00
51 - 100	\$1,000.00	\$8.00
101 - +	\$1,000.00	\$8.00

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SECTION 5 - PRIVATE LINE RATES AND CHARGES**5.1 IOC Charges (Con't)****5.1.4 ACSESS 45 DS****MONTHLY RECURRING CHARGES**

MILES	FIXED CHARGE	CHARGE PER MILE OR FRACTION THEREOF
0 - 50	\$12,500.00	\$35.00
51 - 100	\$12,500.00	\$35.00
101 - +	\$12,500.00	\$35.00

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SECTION 6 - SWITCHED SERVICES RATES AND CHARGES

6.1 Outbound Services

6.1.1 Switched Access Services

(A) ACSess Outbound Switched

Rate Mileage	Initial Period Rate Per Minute			Additional Period Rate Per Minute		
	Day	Evening	Night	Day	Evening	Night
All	\$.2120	\$.1830	\$.1830	\$.2120	\$.1830	\$.1830

(B) ACSess Outbound Switched I

Rate Mileage	Initial Period Rate Per Minute			Additional Period Rate Per Minute		
	Day	Evening	Night	Day	Evening	Night
All	\$.2120	\$.1830	\$.1830	\$.2120	\$.1830	\$.1830

(C) ACSess Outbound Switched II

Rate Mileage	Initial Period Rate Per Minute			Additional Period Rate Per Minute		
	Day	Evening	Night	Day	Evening	Night
All	\$.2120	\$.1830	\$.1830	\$.2120	\$.1830	\$.1830

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SECTION 6 - SWITCHED SERVICES RATES AND CHARGES

6.1 Outbound Services (Con't)

6.1.2 Dedicated Access Services

(A) ACSess Outbound Dedicated

Rate Mileage	Initial Period Rate Per Minute			Additional Period Rate Per Minute		
	Day	Evening	Night	Day	Evening	Night
All	\$.1420	\$.1260	\$.1063	\$.1420	\$.1260	\$.1063

(B) ACSess Outbound Dedicated I

Rate Mileage	Initial Period Rate Per Minute			Additional Period Rate Per Minute		
	Day	Evening	Night	Day	Evening	Night
All	\$.1420	\$.1260	\$.1063	\$.1420	\$.1260	\$.1063

(C) ACSess Outbound Dedicated II

Rate Mileage	Initial Period Rate Per Minute			Additional Period Rate Per Minute		
	Day	Evening	Night	Day	Evening	Night
All	\$.1420	\$.1260	\$.1063	\$.1420	\$.1260	\$.1063

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SECTION 6 - SWITCHED SERVICES RATES AND CHARGES

6.2 Inbound Services

6.2.1 Switched Access Services

(A) ACSESS 800 Switched

Rate Mileage	Initial Period Rate Per Minute			Additional Period Rate Per Minute		
	Day	Evening	Night	Day	Evening	Night
All	\$.2548	\$.2470	\$.2470	\$.2548	\$.2470	\$.2470

(B) ACSESS 800 Switched I

Rate Mileage	Initial Period Rate Per Minute			Additional Period Rate Per Minute		
	Day	Evening	Night	Day	Evening	Night
All	\$.2548	\$.2470	\$.2470	\$.2548	\$.2470	\$.2470

(C) ACSESS 800 Switched II

Rate Mileage	Initial Period Rate Per Minute			Additional Period Rate Per Minute		
	Day	Evening	Night	Day	Evening	Night
All	\$.2548	\$.2470	\$.2470	\$.2548	\$.2470	\$.2470

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SECTION 6 - SWITCHED SERVICES RATES AND CHARGES

6.2 Inbound Services (Con't)

6.2.2 Dedicated Access Services (Con't)

(A) ACSESS 800 Dedicated

Rate Mileage	Initial Period Rate Per Minute			Additional Period Rate Per Minute		
	Day	Evening	Night	Day	Evening	Night
All	\$.1525	\$.1286	\$.0935	\$.1525	\$.1286	\$.0935

(B) ACSESS 800 Dedicated I

Rate Mileage	Initial Period Rate Per Minute			Additional Period Rate Per Minute		
	Day	Evening	Night	Day	Evening	Night
All	\$.1525	\$.1286	\$.0935	\$.1525	\$.1286	\$.0935

(C) ACSESS 800 Dedicated II

Rate Mileage	Initial Period Rate Per Minute			Additional Period Rate Per Minute		
	Day	Evening	Night	Day	Evening	Night
All	\$.1525	\$.1286	\$.0935	\$.1525	\$.1286	\$.0935

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SECTION 6 - SWITCHED SERVICES RATES AND CHARGES**6.3 Calling Card Services****6.3.1 ACSESS Calling Card****(A) Usage Charge**

Rate Mileage	Initial Period Rate Per Minute			Additional Period Rate Per Minute		
	Day	Evening	Night	Day	Evening	Night
All	\$.2920	\$.2310	\$.2310	\$.2920	\$.2310	\$.2310

(B) Service Fee Per Call

In addition to the usage rates set forth above, calling card calls are also subject to a service fee of \$0.50 per call.

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SECTION 6 - SWITCHED SERVICES RATES AND CHARGES

6.3 Calling Card Services (Con't)

6.3.2 ACSESS Calling Card I

(A) Usage Charge

Rate Mileage	Initial Period Rate Per Minute			Additional Period Rate Per Minute		
	Day	Evening	Night	Day	Evening	Night
All	\$.2920	\$.2310	\$.2310	\$.2920	\$.2310	\$.2310

(B) Service Fee Per Call

In addition to the usage rates set forth above, calling card calls are also subject to a service fee of \$0.50 per call.

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SECTION 6 - SWITCHED SERVICES RATES AND CHARGES

6.3 Calling Card Services (Con't)

6.3.3 ACSess Calling Card II

(A) Usage Charge

Rate Mileage	Initial Period Rate Per Minute			Additional Period Rate Per Minute		
	Day	Evening	Night	Day	Evening	Night
All	\$.2920	\$.2310	\$.2310	\$.2920	\$.2310	\$.2310

(B) Service Fee Per Call

In addition to the usage rates set forth above, calling card calls are also subject to a service fee of \$0.50 per call.

6.4 Directory Assistance Service

Charge per Call: \$0.60

6.5 Directory Assistance for Handicapped Person

There is no charge for directory assistance for calls from handicapped persons. Such persons must contact the Company for credit on their directory assistance calls. If the directory assistance operator completes a long distance call, there is a \$1.00 directory assistance call completion surcharge in addition to the charge for the call.

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SECTION 7 - PROMOTIONAL OFFERINGS

7.1 General

The Company may from time to time engage in national and/or intrastate Special Promotional Offerings or trial Service offerings designed to attract new Customers, retain existing Customers, win back former Customers, stimulate Customer usage, test potential new services and/or increase existing Customer awareness of the Company's services. These offerings may be limited to certain dates, times of day and/or locations determined by the Company. The terms of national promotional offerings are set forth in the applicable interstate Tariffs governing such programs. To the extent these programs may extend to intrastate services, the terms of these national offerings are incorporated by reference herein.

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ATTACHMENT I

MANAGERIAL CAPABILITY

Paul J. Blackney is President and Chief Executive Officer of Apollo Communication Services, LLC and of its parent, Apollo Travel Services ("ATS"). ATS markets and sells the travel industry's most advanced computer reservation system in the U.S., Mexico, and the Caribbean. Blackney began his career with United Airlines over 25 years ago where he served in various management positions including one year as Director Product Development and three years as Director of Marketing Automation Planning. While at United Airlines, he played a key role in developing the industry's first automated, magnetically-encoded ticket and boarding pass system, which later became an industry standard. His automation expertise led to various management posts at Covia Partnership (the predecessor of ATS), including Vice President of Business Development where Blackney was responsible for activities with Galileo, Gemini, and United Airlines. A native of Port Huron, Michigan, Blackney is a 1969 graduate of the University of Michigan.

Thomas J. Holloran is Vice President and General Manager of Apollo Communication services, LLC. Holloran joined United Airlines in 1979 and held position of Operations Research Analyst, System Analyst, and Technical Support Manager prior to moving to Covia in 1988. With Covia, Holloran held positions of Manager of Computer Performance and Director of Tactical Planning. During his tenure at Apollo Travel Services prior to being appointed to his current position, Holloran served as Director of Network Planning and Development, and Director of Network Operations. A native of Pueblo, Colorado, Holloran is a graduate of the Colorado School of Mines with a B.S. degree in Engineering Mathematics and an M.S. degree in Operations Research Mathematics.

John McIntyre is Vice President of Planning of Apollo Communication Services, LLC. He serves concurrently as Vice President of International Business Development for Apollo Travel Services. In the latter capacity, he is responsible for providing business direction and management for Apollo de Mexico and Galileo Japan, K.K. Prior to assuming his current positions, he served for three years as Vice President of Business Venture Sales and Marketing for Covia. Since 1987 he has held several senior management positions with the CRS company including Covia Reserve, CLAS International and Premier Meetings and provided account management for United Airlines and Covia's CRS business in Southeast Asia. Prior to joining Covia, he spent twenty-five years with United Airlines, where he served in numerous management positions in customer services, reservations, product development and marketing. He is a native of Cleveland, Ohio and attended Kent State University.

Carol Kelly is Vice President and Chief Financial Officer of Apollo Communication Services, LLC. Prior to assuming this position, she served as Director of Technical Planning for Covia. Kelly began her professional career in 1974 when she joined United Airlines. Before her appointment in 1986 as Director of Technical Support for United, she held various management positions in applications development, technical support, and operations. A native of Farmington,

Michigan, Kelly attained a B.S. degree in computer science engineering from Michigan State University. She holds a Masters degree in business administration from the University of Chicago.

Audrey Holzer Rubin is Vice President, General Counsel, and Secretary of Apollo Communication Services, LLC. She previously served as Senior Counsel at Covia, which she joined in 1989. Before her start with Covia, she served as a partner in the Chicago law firm of Gottlieb & Schwartz, and prior to that, as an associate at the law firm of Burditt & Calkins in Chicago. Active in numerous civic and professional organizations, Rubin is a native of Chicago. She is a cum laude graduate of Yale University, and received her law degree from Northwestern University.

David W. Berkow is Treasurer of Apollo Communication Services, LLC and holds the same title with ATS. Berkow previously served as assistant Treasurer at Covia which he joined in 1987. Prior to that he held various management positions with CNA Insurance and Bell and Howell company. Berkow, a native of Northbrook, Illinois, is a graduate of Bradley University and has an Masters degree from DePaul University in Chicago.

ATTACHMENT J

TECHNICAL CAPABILITY

Apollo Communications Services, LLC is a switchless reseller. All switching and transport is provided by the Florida certified underlying carrier.

ATTACHMENT K

FINANCIAL CAPABILITY

In lieu of a balance sheet and income statement for ACS, a new entrant into the telecommunications marketplace, Exhibit C consists of the most recent Annual Report of UAL, Inc., the parent of United Airlines, which indirectly holds a controlling interest in ACS.