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ATTORNEYS AT LAW

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DEPOSIT TREAS. REC. DATE

D465 FEB 20 '97

February 18, 1997

VIA UPS OVERNIGHT

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

970215-TI

Re: U.S. One Communications Services Corp.'s Application of Authority to Provide Interexchange Telecommunications Service Within the State of Florida (the "Application")

Dear Sir/Madam:

Enclosed is the original and thirteen (13) copies of the Application. Please file the Application in your usual fashion and return one file-stamped copy to us in the enclosed envelope.

Also enclosed is our client's check in the amount of \$250.00 to cover the cost of filing the Application.

Thank you for your assistance in this matter. If you have any questions regarding this matter, please do not hesitate to contact the undersigned.

Sincerely,


Charles A. Hudak

CAH/bw
Enc.

cc: U.S. One Communications Services Corp.
(with enclosure)
Walt Sapronov, Esq.

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward a copy of check to RAR with proof of deposit.

Initials of person who forwarded check:
H.G.

DOCUMENT NO.
01887-97
2/20/97

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

1. This is an application for (check one):
- Original Authority** (New company).
 - Approval of Transfer** (To another certificated company).
 - Approval of Assignment of existing certificate** (To a noncertificated company).
 - Approval for transfer of control** (To another certificated company).
2. Select what type of business your company will be conducting (check all that apply):
- Facilities based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
 - Operator Service Provider** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
 - Reseller** - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
 - Switchless rebiller** - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
 - Multi-Location Discount Aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers. Then offers the resold service by enrolling unaffiliated customers.
3. Name of corporation partnership, cooperative, joint venture or sole proprietorship:
- U.S. One Communications Services Corp.**
4. Name under which the applicant will do business (fictitious name, etc.):
- U.S. One Communications Services Corp.**

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

U.S. One Communications Services Corp.
Suite 700
5400 LBJ Freeway
Dallas, Texas 75240

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

U.S. One Communications Services Corp. ("U.S. One")
conducts business from its headquarters in Dallas, Texas,
and from McLean, Virginia. U.S. One's registered agent
in Florida is:

U.S. One Communications Services Corp.
c/o Corporation Service Company
1201 Hays Street
Tallahassee, Florida 32301

7. Structure of organization;

() Individual () Corporation
(X) Foreign Corporation () Foreign Partnership
() General Partnership () Limited Partnership
() Other, _____

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

Not Applicable.

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

Not Applicable.

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

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

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

Not Applicable.

9. If incorporated, please give:

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

Corporate Charter Number: F96000002883

U.S. One's certificate of authority issued by the Florida Department of State is attached hereto at Exhibit "A".

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

U.S. One Communications Services Corp.
c/o Corporation Service Company
1201 Hays Street
Tallahassee, Florida 32301

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

Fictitious name registration number: Not Applicable.

- (d) Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

- (1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.
- (2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

None of U.S. One's officers, directors, or ten (10) largest stockholders has been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime. Further, no such proceedings are pending against any of U.S. One's officers, directors, or ten (10) largest stockholders.

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

- (a) The application;

Walt Saprnov, Esq.
Charles A. Hudak, Esq.
Gerry, Friend & Saprnov
Three Ravinia Drive, Suite 1450
Atlanta, Georgia 30346-2131
Tel: (770) 399-9500

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

J. Scott Nicholls
Sr. Manager, Government and External Affairs
U.S. One Communications Services Corp.
Suite 350
1320 Old Chain Bridge Road
McLean, Virginia 22101
Tel: (703) 848-3452
FAX: (703) 556-3964

- (c) Tariff;

J. Scott Nicholls
Sr. Manager, Government and External Affairs
U.S. One Communications Services Corp.
Suite 350
1320 Old Chain Bridge Road
McLean, Virginia 22101
Tel: (703) 848-3452
FAX: (703) 556-3964

- (d) Complaints/Inquiries from customers;

J. Scott Nicholls
Sr. Manager, Government and External Affairs
U.S. One Communications Services Corp.
Suite 350
1320 Old Chain Bridge Road
McLean, Virginia 22101
Tel: (703) 848-3452
FAX: (703) 556-3964

11. List the states in which the applicant:

- (a) Has operated as an interexchange carrier.

U.S. One has not yet operated as an interexchange carrier in any state.

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

U.S. One has filed applications to resell interexchange telecommunications services in the states of California, Colorado, Minnesota, Washington, Pennsylvania, New Jersey and in the District of Columbia.

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

U.S. One is certificated to operate as an interexchange carrier in the states of Illinois, Massachusetts and New York.

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

U.S. One has not been denied certification to operate as an interexchange carrier in any state.

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

U.S. One has not been assessed regulatory penalties for violating any state or federal telecommunications statutes.

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

U.S. One has not been involved in any civil court proceeding with an interexchange carrier, local exchange carrier or other telecommunications entity in any state or federal jurisdiction.

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

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

13. Do you have a marketing program?

U.S. One intends to utilize its existing marketing and sales personnel to promote its services within the State of Florida.

14. Will your marketing program:

- Pay commissions?
 Offer sales franchises?
 Offer multi-level sales incentives?
 Offer other sales incentives?

15. Explain any of the offers checked in question 14 (To whom, what amount, type of franchise, etc.)

Not Applicable.

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

- | | |
|---|--|
| <input checked="" type="checkbox"/> Residential customers.* | <input checked="" type="checkbox"/> Business customers.* |
| <input type="checkbox"/> PATS providers. | <input type="checkbox"/> PATS station end-users. |
| <input type="checkbox"/> Hotels and motels. | <input type="checkbox"/> Hotel and motel guests. |
| <input type="checkbox"/> Universities. | <input type="checkbox"/> Univ. dormitory residents. |
| <input checked="" type="checkbox"/> Other: (specify) Certificated local exchange and interexchange telecommunications service providers. | |

* Initially, U.S. One intends to provide its services only to certificated interexchange carriers. In the future, U.S. One intends to provide its services to business and residential customers.

17. Please provide the following (if applicable):

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

U.S. One's name, address and toll-free customer assistance telephone number will appear on each customer's bill for U.S. One's services.

In addition, a customer may make inquiries regarding its bill by contacting U.S. One's Customer Service Department at a toll-free number which will be listed on each customer's statement, or by writing to U.S. One's Customer Service Department. U.S. One has ordered its toll-free telephone number for customer assistance and is awaiting its assignment. Once assigned, this customer service telephone number will be available to customers 24 hours a day, 7 days a week.

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

Not Applicable.

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

Attached at Exhibit "B" is U.S. One's proposed tariff.

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

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

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

MTS with statewide flat rates per minute (i.e. not distance sensitive)
 Method of access is FGA
 Method of access is FGB
 Method of access is FGD
 Method of access is 800

MTS for pay telephone service providers

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

800 Service (Toll free)

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

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

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

900 Service

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

___ Services included are:

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

U.S. One has not finalized its service offerings at this time. Initially, U.S. One will offer services to certificated Florida interexchange carriers and not directly to any end users (i.e., residential or business customers). Interexchange carrier customers using U.S. One's facilities and services will presubscribe their end users' telephone numbers to U.S. One's carrier identification code (i.e., 5008). Such interexchange carriers' customers will access U.S. One's services by dialing "1+", "10XXXX", "950", "800" or other access codes. In the future, U.S. One intends to offer its services directly to end users, and to file service offerings in its tariff which will further describe the access method, rates, terms and conditions of such end user services.

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

U.S. One has not finalized its service offerings at this time. Initially, U.S. One will offer services to certificated Florida interexchange carriers and not directly to any end users (i.e., residential or business customers). Interexchange carrier customers using U.S. One's facilities and services will presubscribe their end users' telephone numbers to U.S. One's carrier identification code (i.e., 5008). Such interexchange carriers' customers will access U.S. One's services by dialing "1+", "10XXXX", "950", "800" or other access codes. In the future, U.S. One intends to offer its services directly to end users, and to file service offerings in its tariff which will further describe the access method, rates, terms and conditions of such end user services.

21. ___ Other:

APPLICANT ACKNOWLEDGEMENT STATEMENT

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50.00 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** A non-refundable application fee of \$250.00 must be submitted with the application.
5. **LEC BYPASS RESTRICTIONS:** I acknowledge the Commission's policy that interexchange carriers shall not construct facilities to bypass the LECs without first demonstrating to the Commission that the LEC cannot offer the needed facilities at a competitive price and in a timely manner.
6. **RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is the Company's 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.

U.S. ONE COMMUNICATIONS SERVICES CORP.

By: _____

R L Morris
Roy Morris, Esq.
VP, Government Affairs and
Revenue Development

Date: _____

2/10/97

APPENDIX A

CERTIFICATE TRANSFER STATEMENT

I, _____,
current holder of certificate number _____, have
reviewed this application and join in the petitioner's request.

Not Applicable.

Signature of owner or chief officer
of the certificate holder

Title

Date

APPENDIX B

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

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

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

Roy Morris
Roy Morris, Esq.
VP, Government Affairs and
Revenue Development
U.S. ONE COMMUNICATIONS SERVICES CORP.

2/10/97
Date

APPENDIX C

INTRASTATE NETWORK

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

Applicant's POP is located at 4200 Cypress Street, Suite 630, Tampa, Florida. Applicant currently is leasing transmission facilities at such POP.

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

Applicant's switch is located at 4200 Cypress Street, Suite 630, Tampa, Florida. Applicant owns a Lucent 5ESS switch at such location.

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

POP-to-POP

Type

Ownership

U.S. One does not presently lease or own any POP-to-POP facilities in the State of Florida. U.S. One will likely lease DS-3 transmission capacity in the future to interconnect with U.S. One POPs located outside the State of Florida.

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

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

U.S. One represents that the relevant local exchange company will be the sole carrier for 0+ local, 0- local and 0-intraLATA toll calls dialed by a customer. U.S. One represents that it will not change or augment a customer's dialing pattern for such calls. U.S. One further represents that it will only provide intraLATA toll services to customers with whom it has a prior and ongoing relationship or who dial the appropriate access code.

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

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

At this time, U.S. One has not provided long distance, interexchange telecommunications services within the State of Florida. However, U.S. One is certificated to provide alternative local exchange services.

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

Not Applicable.

Roy Morris, Esq.
VP, Government Affairs and
Revenue Development
U.S. ONE COMMUNICATIONS SERVICES CORP.

2/14/97
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).

U.S. One intends to offer interexchange service from all telephone company exchanges located within the State of Florida.

R. J. Morris
Roy Morris, Esq.
VP, Government Affairs and
Revenue Development
U.S. ONE COMMUNICATIONS SERVICES CORP.

2/10/97
Date

EXHIBIT "A"

CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS IN FLORIDA



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

June 10, 1996

CSC NETWORKS

Qualification documents for US ONE COMMUNICATIONS SERVICES CORP. were filed on June 10, 1996 and assigned document number F96000002883. Please refer to this number whenever corresponding with this office.

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

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

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

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

Freta Lott
Corporate Specialist Supervisor
Division of Corporations

Letter Number: 196A00028792

Account number: 072100000032

Account charged: 70.00

APPLICATION FOREIGN CORPORATION OR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

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

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

2. Delaware (State or country under the law of which it is incorporated) 3. N/A (FEI number, if applicable)

4. March 25, 1996 (Date of Incorporation) 5. Perpetual (Duration: Year corp. will cease to exist or "perpetual")

6. Has not commenced business in Florida at this time. (Date first transacted business in Florida. (SEE SECTIONS 607.1501, 607.1502, AND 817.155))

7. 206 West Pearl Street, Suite 1610, Jackson, MS 39201-2922 (Current mailing address)

8. To provide a variety of interstate, and where authorized, intrastate telecommunications services. In doing so, US ONE will employ its own facilities and will also resell the services of other carriers. (Purpose(s) of corporation authorized in home state or country to be carried out in the state of Florida)

9. Name and street address of Florida registered agent: (P.O. Box or Mail Drop Box NOT acceptable)

Name: Corporation Service Company

Office Address: 1201 Hays Street

Tallahassee, Florida, 32301 (Zip Code)

10. Registered agent's acceptance:

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

Sheila R. Hawkins, Reg. Secy. (Registered agent's signature)

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

FILED 96 JUN 10 PM 11:31 SECRETARY OF STATE TALLAHASSEE FLORIDA

12. Names and addresses of officers and/or directors: (Street address ONLY- P. O. Box NOT acceptable)

A. DIRECTORS (Street address only- P. O. Box NOT acceptable)

Chairman: James H. Sturges Director: Bob Benbow
Address: 544 Pawnee Way Address: 53 Norman Way
Madison, MS 39110 Tiburn, CA 94920

Director: ~~Vice Chairman~~: Barent Wagar Director: Robert M. Van Degna
Address: 9907 Blackmore Vale Way Address: 355 Kent Drive
Great Falls, VA 22066 E. Greenwich, RI 02818

Director: Max Thornhill Director: Gerald Garnett
Address: 504 S. Jackson Street Address: 263 Forest Lake Drive
Brookhaven, MS 39601 Madison, MS 39110

Director: David Singleton Director: Charles Irby
Address: 412 S. Jackson Street Address: 2215 N. Cheryl Drive
Brookhaven, MS 39601 Jackson, MS 39211

B. OFFICERS (Street address only- P. O. Box NOT acceptable)

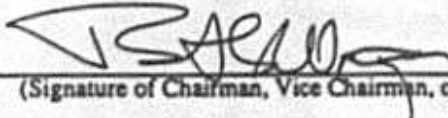
President: Barent Wagar
Address: 9907 Blackmore Vale Way
Great Falls, VA 22066

Vice President: Larry Akin
Address: 1709 Chestnut Hill Lane
Richardson, TX 75082

Secretary: Larry Akin
Address: 1709 Chestnut Hill Lane
Richardson, TX 75082

Treasurer: Larry Akin
Address: 1709 Chestnut Hill Lane
Richardson, TX 75082

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

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

14. Barent Wagar, President
(Typed or printed name and capacity of person signing application)

FILED
86 JUN 10 PM 1:31
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

State of Delaware

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "US ONE COMMUNICATIONS SERVICES CORP." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FIFTH DAY OF JUNE, A.D. 1996.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE NOT BEEN ASSESSED TO DATE.

FILED

96 JUN 10 PM 1:31

SECRETARY OF STATE
TALLAHASSEE, FLORIDA



Edward J. Freel

Edward J. Freel, Secretary of State

2606102 P300

960162454

AUTHENTICATION: 7972692

DATE: 06-05-96

EXHIBIT "B"

PROPOSED TARIFF

TITLE PAGE
FLORIDA INTEREXCHANGE CARRIER TARIFF
OF
US ONE COMMUNICATIONS SERVICES CORP.

This tariff, filed with the Florida Public Service Commission contains the rates, terms, and conditions applicable to Interexchange Telecommunications Services provided by US ONE Communications Services Corporation within the State of Florida.

ISSUED: February 1, 1997

EFFECTIVE:

Issued by: US ONE Communications Services Corp.
J. Scott Nicholls, Senior Mgr, Government and External Affairs
1320 Old Chain Bridge Road, Suite 350, McLean, Virginia 22101

CHECK SHEET

Currently effective tariff sheets:

<u>SHEET</u>	<u>REVISION LEVEL</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original
26	Original
27	Original
28	Original
29	Original
30	Original

ISSUED: February 1, 1997

EFFECTIVE:

Issued by: US ONE Communications Services Corp.
J. Scott Nicholls, Senior Mgr, Government and External Affairs
1320 Old Chain Bridge Road, Suite 350, McLean, Virginia 22101

CHECK SHEET, CONT'D

31	.....	Original
32	.....	Original
33	.....	Original
34	.....	Original
35	.....	Original
36	.....	Original
37	.....	Original
38	.....	Original
39	.....	Original
40	.....	Original
41	.....	Original
42	.....	Original
43	.....	Original
44	.....	Original
45	.....	Original
46	.....	Original
47	.....	Original
48	.....	Original
49	.....	Original

ISSUED: February 1, 1997

EFFECTIVE:

Issued by: US ONE Communications Services Corp.
J. Scott Nicholls, Senior Mgr, Government and External Affairs
1320 Old Chain Bridge Road, Suite 350, McLean, Virginia 22101

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ISSUED: February 1, 1997

EFFECTIVE:

Issued by: US ONE Communications Services Corp.
J. Scott Nicholls, Senior Mgr, Government and External Affairs
1320 Old Chain Bridge Road, Suite 350, McLean, Virginia 22101

SYMBOLS

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

- (C) - To signify changed regulation.
- (D) - To signify discontinued rate or regulation.
- (I) - To signify increased rates.
- (M) - To signify material relocated from one page to another without change.
- (N) - To signify new rate, regulation, or text.
- (R) - To signify reduced rate.
- (S) - To signify reissued material.
- (T) - To signify a change in text, but no change in rate or regulation.

ISSUED: February 1, 1997

EFFECTIVE:

Issued by: US ONE Communications Services Corp.
J. Scott Nicholls, Senior Mgr, Government and External Affairs
1320 Old Chain Bridge Road, Suite 350, McLean, Virginia 22101

TARIFF FORMAT

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. 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 the page. Sheets are numbered sequentially. 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.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level:

2.
2.1
2.1.1
2.1.1.A
2.1.1.A.1
2.1.1.A.1.(a)
2.1.1.A.1.(a).I
2.1.1.A.1.(a).I.(i)
2.1.1.A.1.(a).I.(i).(1)

D. Check Sheets - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.)

ISSUED: February 1, 1997

EFFECTIVE:

Issued by: US ONE Communications Services Corp.
J. Scott Nicholls, Senior Mgr, Government and External Affairs
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APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the provision of intrastate Interexchange communications service by US ONE Communications Services Corporation with the State of Florida.

ISSUED: February 1, 1997

EFFECTIVE:

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects an end user's premises to the US ONE Network.

Authorized User - A person, firm, corporation, or any other entity explicitly or implicitly authorized to utilize the Carrier's service.

Carrier or Company - Whenever used in this tariff, "Carrier," "Company," or "US ONE" refers to US ONE Communications Services Corporation unless otherwise specified or clearly indicated by the context.

Commission - Florida Public Service Commission.

Company Calling Card - A code issued by the Company at the Customer's request, which enables a user to place calls over the Network and to have the charges for such calls billed to the Customer's preexisting account associated with that Code.

Customer - The person, firm, corporation, or other entity which orders, cancels, amends, uses, or receives benefit of service and, therefore, is responsible for payment of charges and compliance with the Company's tariff.

Dedicated Access Origination - Where originating access between the Customer and the interexchange carrier is provided on dedicated circuits.

End User - The person, firm, corporation or other entity from whom the communications provided by the Carrier either originate or terminate.

LEC - Local Exchange Carrier.

Network - Refers to the Company's facilities, equipment, and services provided under this Tariff.

Switched Access Origination - Originating access between the end user and the interexchange carrier which is provided via common switched and transmission facilities.

ISSUED: February 1, 1997

EFFECTIVE:

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, CONT'D

US ONE - Used throughout this tariff to mean US ONE Communications Services Corporation unless clearly indicated otherwise by the text.

User - Any person, firm, corporation or other entity that uses the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by any customer or the Carrier.

V & H Coordinates - Vertical and horizontal coordinates; Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls.

ISSUED: February 1, 1997

EFFECTIVE:

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SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of US ONE Communications Services Corporation.**

US ONE Communications Services Corporation undertakes to furnish communications service in conjunction with one way and/or two-way communication transmission between points within the State of Florida under the terms of this Tariff.

US ONE installs, operates, and maintains the communications services provided hereinunder in accordance with the terms and conditions set forth under this tariff. US ONE may act as the Customer's agent for ordering facilities or services provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated.

2.2 Limitations

2.2.1 Service is offered subject to the ability to secure and retain without unreasonable expense, suitable facilities and rights for construction, and subject to the provisions of this tariff.

2.2.2 The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the company may obtain from other carriers, from time to time, to furnish as required at the sole discretion of the company.

2.2.3 US ONE reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.

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SECTION 2 - RULES AND REGULATIONS, CONT'D**2.2 Limitations, cont'd**

- 2.2.4 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.5 The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of the lack of facilities or due to any cause beyond the Company's control.
- 2.2.6 The Customer may not transfer or assign the use of service or facilities without the express prior written consent of the Company. Such transfer or assignment shall only be allowed where there is no interruption of the use or location of the service or facilities.
- 2.2.7 Control over services and the use of the facilities used to furnish services shall be reserved exclusively for US ONE.
- 2.2.8 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.

ISSUED: February 1, 1997

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SECTION 2 - RULES AND REGULATIONS**2.2 Limitations, cont'd**

- 2.2.9 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff.
- 2.2.10 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.
- 2.2.11 This tariff shall be interpreted and governed by the laws of the State of Florida without regard for the State's choice of laws provisions.
- 2.2.12 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 2.2.13 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

ISSUED: February 1, 1997

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SECTION 2 - RULES AND REGULATIONS**2.2 Limitations, cont'd**

- 2.2.14 The Customer agrees to operate Company-provided equipment in accordance with instructions of the company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the customer responsible for damage to equipment pursuant to section 2.2.3.
- 2.2.15 The customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to the Customer's failure to comply with this provision.

2.3 Liabilities of the Company

- 2.3.1 Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services or facilities, including but not limited to mistakes, omissions, interruptions, delays, errors or other defects, representations or use of these services; or (2) the failure to furnish its services or facilities, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.17.

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SECTION 2 - RULES AND REGULATIONS, CONT'D**2.3 Liabilities of the Company, cont'd**

- 2.3.2 Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.17, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or facility, or any failure in or breakdown of facilities associated with the service.
- 2.3.3 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the net dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the net amount erroneously billed.
- 2.3.4 The Company shall not be liable to any party for any claims for loss or damages involving or caused by:
- 2.3.4.A Any act or omission of: (a) the Customer (including, but not limited, to failing to timely pay their bill for services); (b) any other entity furnishing service, equipment or facilities for use in conjunction with or in the provisioning of services or facilities provided by the Company; or (c) common carriers or warehousemen;

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SECTION 2 - RULES AND REGULATIONS, CONT'D**2.3 Liabilities of the Company, cont'd****2.3.4, cont'd**

- 2.3.4.B Any delay or failure of performance or equipment due to causes beyond the Company's direct or indirect control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes or other catastrophes, national emergencies, insurrections, riots, wars or other civil commotion, strikes, lockouts, work stoppages or other labor difficulties, criminal actions taken against the Company, unavailability, absence, failure or malfunction of equipment or facilities provided by the Customer or third parties, and any law, order, regulation or other action of any governing authority or agency thereof;
- 2.3.4.C Any unlawful or unauthorized use of the Company's facilities and services;
- 2.3.4.D Libel, slander, invasion of privacy or infringement of patents, trade secrets or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services, or by means of a combination of Company-provided facilities or services with Customer-provided facilities or services;
- 2.3.4.E Breach in the privacy or security of communications transmitted over the Company's facilities;

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SECTION 2 - RULES AND REGULATIONS, CONT'D**2.3 Liabilities of the Company, cont'd****2.3.4, cont'd**

- 2.3.4.F Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event, the Company's liability is limited as set forth in paragraph A of this Subsection 2.3.4;
- 2.3.4.G Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- 2.3.4.H Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of or caused by any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- 2.3.4.I Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;

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SECTION 2 - RULES AND REGULATIONS, CONT'D**2.3 Liabilities of the Company, cont'd****2.3.4, cont'd**

- 2.3.4.J Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- 2.3.4.K Any act, mistakes or omissions interruptions, delays or other defects in the provision of 911, E911 or similar services, or installation, operation, failure to operate, maintenance, removal, condition, location, or use of any equipment or facilities furnishing 911 or E911 service.
- 2.3.4.L Any non-completion of calls due to network busy conditions; or
- 2.3.4.M Any calls not actually attempted to be completed during any period that service is unavailable.

2.3.5 The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company, or of any equipment or facilities relating to the service.

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SECTION 2 - RULES AND REGULATIONS, CONT'D**2.3 Liabilities of the Company, cont'd**

- 2.3.6 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- 2.3.7 The Company assumes no responsibility for the availability or performance of any service or facilities under the control of other entities, or for other services or facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.
- 2.3.8 Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim (except disputed billing, as set forth in Section 2.11).
- 2.3.9 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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SECTION 2 - RULES AND REGULATIONS, CONT'D

2.3 Liabilities of the Company, cont'd

2.3.10 RESERVED

2.3.11 RESERVED

2.3.12 RESERVED

ISSUED: February 1, 1997

EFFECTIVE:

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SECTION 2 - RULES AND REGULATIONS, CONT'D**2.3 Liabilities of the Company, cont'd**

- 2.3.13 In conjunction with the Busy Line Verification and Interrupt Service (if available), the Customer shall indemnify and hold the Company harmless against all claims that may arise from either party to the interrupted call or any person.
- 2.3.14 The Company shall not be liable to any party for any act or omission concerning the implementation of Presubscription.
- 2.3.15 The Company shall not be liable to any party for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the company may, upon written notice, terminate the Customer's service without liability.

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SECTION 2 - RULES AND REGULATIONS, CONT'D**2.4 Obligations of the Customer****2.4.1 General**

The Customer shall be responsible for:

- 2.4.1.A the payment of all applicable charges pursuant this tariff;
- 2.4.1.B reimbursing the company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer, or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment;
- 2.4.1.C providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

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SECTION 2 - RULES AND REGULATIONS, CONT'D**2.4 Obligations of the Customer, cont'd****2.4.1 General, cont'd**

2.4.1.D obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of cable facilitates and associated equipment used to provide service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.4.1.C. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

2.4.1.E providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

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SECTION 2 - RULES AND REGULATIONS, CONT'D**2.4 Obligations of the Customer, cont'd****2.4.1 General, cont'd**

2.4.1.F complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.4.1.D above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.

2.4.1.G not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and

2.4.1.H making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

2.4.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees for:

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SECTION 2 - RULES AND REGULATIONS, CONT'D**2.4 Obligations of the Customer, cont'd****2.4.2 Claims, cont'd**

- 2.4.2.A Any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- 2.4.2.B any claims, loss, damage, expense or liability including those associated with the infringement of any copyright, patent trade secret or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities; or
- 2.4.2.C any claims, loss, damage, charges, expenses or liability incurred by the Company in providing service directly or indirectly to a Customer's end users.
- 2.4.3 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that, or providing evidence that, their use of the Company's offerings complies with relevant laws and Florida Public Service Commission regulations policies, orders, and decisions.
- 2.4.4 As allowed by law, the Customer may only resell services to members of the class of users to whom the Company's tariff allows such services to be sold directly. Misclassification of a resold service shall be considered and treated as disputed charges resolved in favor of the Company and the difference in such charges shall be due and owing as of the original date charges for the misclassified services were assessed.

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SECTION 2 - RULES AND REGULATIONS, CONT'D**2.5 Deposits**

The Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with the Rules of the Florida Public Service Commission. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

(a) the applicant's estimated three month's charges for a service or facility which has a minimum payment period of one month; or

(b) the customer's average two month's charges, including toll charges, during the preceding 12-month period for a service or facility which has a minimum payment period of one month; or

2.5.4.2 When a deposit is assessed against an applicant, the Company shall require payment of only one-half of the deposit amount prior to the providing of service by the Company. The remaining balance of the deposit will be due 30 days from the date of the initial deposit payment.

2.5.4.3 A deposit may be required in addition to an advance payment.

2.5.4.4 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company will, in accordance with the Rules of the Florida Public Service Commission, return the deposit or credit it to the Customer's account.

2.5.4.5 After the Customer has paid invoices for service for twelve (12) consecutive months without having service suspended or terminated and without having paid invoices subsequent to the date due on more than two occasions, the Company will promptly return a deposit or credit it to the Customer's account, provided the Customer is not currently delinquent.

2.5.4.6 At the Customer's request, the Company will return a deposit or credit it to the Customer's account when the Customer has established credit in accordance with the Rules of the Florida Public Service Commission.

2.5.4.7 Deposits held will accrue interest specified by the Florida Public Service Commission.

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SECTION 2 - RULES AND REGULATIONS, CONT'D**2.6 Advance Payments**

For Customer whom the Company feels an advance payment is necessary, US ONE reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month. Notwithstanding any other provision herein to the contrary, under no circumstances will the deposits contemplated in section 2.5 and the advance payments contemplated in section 2.6 in the aggregate exceed two (2) months estimated average usage for a Customer.

2.7 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by US ONE. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments. The billing agency may be a local exchange telephone company, interexchange carrier, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Florida Public Service Commission.

A handling charge of \$15.00 will be assessed for all checks returned by the drawee bank for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank.

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SECTION 2 - RULES AND REGULATIONS, CONT'D**2.7 Payment for Service, cont'd**

In the event that legal action is instituted by Carrier to recover any sums then due and Carrier prevails, Carrier shall be entitled to recover its costs of collection, legal costs, court costs and reasonable attorneys' fees, in addition to whatever other relief the court may award.

2.8 Taxes and Surcharges

2.8.1 Customer will be billed for and is liable for payment of all applicable federal, state and local taxes, surcharges, utility, other assessments, taxes or fees including such amounts as Carrier passes through to the Customer.

2.8.2 When utility or telecommunications assessments, franchise fees, or privilege, license, occupational, excise, or other similar taxes or fees, based on receipts are imposed by certain taxing jurisdictions upon the Company or upon local exchange companies and passed on to the Company through or with charge for services or facilities provided by other entities, the amounts of such taxes or fees may be billed to customers in such a taxing jurisdiction on a prorated basis.

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SECTION 2 - RULES AND REGULATIONS, CONT'D**2.9 Terminal Equipment**

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

2.10 Installation

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

2.11 Disputed Billing

US ONE billing invoices will be considered correct and binding upon the Customer if no written notice is received from the Customer within forty-five (45) days of the date of the invoice. Adjustments to Customer's bills shall be made to the extent circumstances exist which reasonable indicate that such changes are appropriate.

Upon receipt of a billing inquiry, in writing the disputed portion of the charges will be temporarily suspended pending resolution of the dispute. The resolution of a dispute will be completed within 45 days. Customer is responsible to pay any amount determined in the resolution to be due and owing, from the date the charges were originally due and owing to the Company. The Customer, however, remains responsible for the timely payment of the non-disputed charges of the invoice.

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SECTION 2 - RULES AND REGULATIONS, CONT'D

2.11 Disputed Billing, cont'd

If a Customer is not satisfied with the Company's response to an inquiry or request for credit, he or she may appeal to the Florida Public Service Commission for final resolution.

2.12 Interconnection

Service furnished by US ONE may be connected with the services or facilities of other carriers or enhanced service providers. The Customer is responsible for all charges billed by these entities for use in connection with US ONE's service. Any special interface equipment or facilities necessary to achieve compatibility between these entities is the responsibility of the Customer.

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SECTION 2 - RULES AND REGULATIONS, CONT'D**2.13 Refusal or Discontinuance by Company**

2.13.1 US ONE may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given requisite prior written notice to comply with any rule or remedy any deficiency:

- 2.13.1.A For non-compliance with or violation of any State, Commission, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- 2.13.1.B For use of telephone service for any other property or purpose than that described in the application.
- 2.13.1.C For neglect or refusal to provide reasonable access to US ONE or its agents for the purpose of inspection and maintenance of equipment owned by US ONE or its agents.
- 2.13.1.D For noncompliance with US ONE's rules and regulations on file with the governing regulatory agency or agreement with the Customer, provided requisite prior written notice is given before termination.
- 2.13.1.E For failure to remit payment of bills within 30 days, provided that suspension or termination of service shall not be made without requisite prior written notice to the Customer, except for emergency situation, suspensions or termination of service for nonpayment will not commence on Saturday, Sunday, a bank holiday or any other holiday observed by the Company. In the event service is terminated for a resale Customer, US ONE will not convert the resale Customer's end users to being US ONE's end users.

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SECTION 2 - RULES AND REGULATIONS, CONT'D**2.13 Refusal or Discontinuance by Company, cont'd**

2.13.2 US ONE may refuse or discontinue service without notice in the event of:

2.13.2.A Customer or Authorized User use of equipment in such a manner as to adversely affect US ONE's equipment or service to others;

2.13.2.B tampering with the equipment or services owned by US ONE or its agents;

2.13.2.C unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, US ONE may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenue resulting from such fraudulent use; or

2.13.2.D any order or decision of a court or other government authority having jurisdiction which prohibits Carrier from furnishing such services.

2.14 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Carrier shall be made available to the Carrier for tests and adjustments as may be deemed necessary by the Carrier for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

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SECTION 2 - RULES AND REGULATIONS, CONT'D**2.15 Tests, Pilots, Promotional Campaigns and Contests**

The Carrier may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Carrier may also waive a portion or all processing fees or installation fees for winners of contests and other occasional promotional events sponsored or endorsed by the Carrier. From time to time, the Company may waive all processing fees for a Customer. Promotions, contests, pilots, and Customer offerings may only be made available to end users. All promotional offerings shall be offered in accordance with the applicable Commission rules and/or regulations.

2.16 Interruption of Service

A credit allowance will be given when service is interrupted, except as specified in Section 2.17 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.

An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

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SECTION 2 - RULES AND REGULATIONS, CONT'D**2.17 Limitations on Allowances**

No credit allowance will be made for any interruption in service:

- 2.17.1 Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- 2.17.2 Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- 2.17.3 Due to circumstances or causes beyond the control of the Company;
- 2.17.4 During any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- 2.17.5 During any period in which the Customer continues to use the service on an impaired basis;
- 2.17.6 During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 2.17.7 That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- 2.17.8 That was not reported to the Company within thirty (30) days of the date that service was affected.

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SECTION 2 - RULES AND REGULATIONS, CONT'D

2.18 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.19 Application of Credits for Interruptions in Service

Credits for interruptions in service, for which charges are specified on the basis of per-minute of use, or on the usage of a fraction of a minute, shall in no event exceed an amount equal to the initial period charge provided for under this tariff. For purposes of computing a credit, an interruption shall be considered to begin upon notification by customer to carrier of such interruption.

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SECTION 2 - RULES AND REGULATIONS, CONT'D

2.19 Application of Credits for Interruptions in Service, cont'd

2.19.1 Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

2.19.2 Continuous Interruption Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each three-hour period or fraction thereof that occurs following the expiration of the initial 24-hour period. No more than one full day's credit will be allowed for any period of 24 hours.

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SECTION 2 - RULES AND REGULATIONS, CONT'D**2.20 Unauthorized and Fraudulent Use of the Network**

Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized. The following activities constitute fraudulent use:

- 2.20.1 Using the Network to transmit a message, locate a person or otherwise give or obtain information, without payment for the service;
- 2.20.2 Using or attempting to use the Network with the intent to avoid payment, either in whole or in part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
- 2.20.3 800 (including 888 or other toll-free) callers using the Network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and
- 2.20.4 Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.
- 2.20.5 Using or attempting to use the network to cause compensation or other payments or credits to be paid to a Carrier.

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SECTION 2 - RULES AND REGULATIONS, CONT'D**2.20 Unauthorized and Fraudulent Use of the Network, cont'd**

Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

2.21 Liability for Unauthorized Use

Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.

The Customer is responsible for payment of all outbound call charges arising from calls placed to a Customer's 800 service number, whether or not such calls are authorized or fraudulent, where the User gains access to the Customer's outbound calling equipment and services.

The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages.

The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

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SECTION 2 - RULES AND REGULATIONS, CONT'D

2.22 Liability for Calling or Credit Card Fraud

The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Company Calling Card or a third-party credit or calling card, provided that the unauthorized use occurs before the Company has been notified.

The Customer must give the Company notice that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons. For the purposes of this section, "notice" occurs when the Company receives written confirmation that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons.

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SECTION 3 - SERVICE DESCRIPTIONS AND RULES**3.1 Timing of Calls**

- 3.1.1 Unless otherwise specified herein, usage charges are based on the actual usage of US ONE's network.
- 3.1.2 Minimum billed call duration and billing increments differ from product to product. Product specific information is set forth in this Section.
- 3.1.3 Usage is measured and rounded to the next higher billing increment for billing purposes.
- 3.1.4 It is never the Company's policy to charge a customer for uncompleted calls. A customer may dispute any charges by contacting the Company's customer service department. Proper credits will be issued, if upon investigation, the disputed charges are found to be incorrect.

3.2 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between the serving wire center locations associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by BellCore (Bell Communications Research), in the following manner:

Step 1 - Obtain the "V" and "H" coordinates for the serving wire center of the Customer's switch and the destination point.

Step 2 - Obtain the difference between the "V" coordinates of each of the Rate Centers. Obtain the Difference between the "H" coordinates.

Step 3 - Square the differences obtained in Step 2.

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SECTION 3 - SERVICE DESCRIPTIONS AND RULES, CONT'D**3.2 Calculation of Distance, cont'd**

Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 - Divide the sum of the square obtained in Step 4 by ten. Round to the next higher whole number if any fraction results from the division.

Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers of the call.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

3.3 Reserved for Future Use

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SECTION 3 - SERVICE DESCRIPTIONS AND RULES, CONT'D**3.4 Interexchange Service**

3.4.1 Following are detailed descriptions and rates of US ONE interexchange services. Service offerings are available only to interexchange carriers certificated by the Florida Public Service Commission, and eligible IXCs must enter into an agreement with US ONE for the purchase and resale use of QuickNet services. Interexchange services available to US ONE end users will be indicated as such in the product description.

3.4.3 US ONE QuickNet

One-way, multipoint service, only available to certificated interexchange carriers in conjunction with US ONE's QuickNet interstate offering. Charges for QuickNet are assessed based on length of call, time of day, and distance. QuickNet customers may originate service via 1+, 800, or 950 switched access. Calls may terminate on either feature group services or dedicated access lines. Calls are originated either On-net (served directly by US ONE), or Off-net and terminated either On-net or Off-net.

Usage Charges

The customer's total monthly use of QuickNet is charged at the applicable base rates, subject to any applicable discounts, set forth in Section XXXXX of this tariff, which are based on the originating and terminating locations of each call - defined as On-Net or Off-Net - and the terminating option (switched versus dedicated). For each call, calls are billed in six second increments, with a six second minimum. Any fraction of an increment is rounded up to the next whole increment.

Ancillary Services

Calls made to Directory Assistance telephone numbers are charged on a per call basis as set forth in Section XXXX of this tariff.

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SECTION 3 - SERVICE DESCRIPTIONS AND RULES, CONT'D

3.4 Interexchange Service, cont'd

- 3.4.2 Service Area: US ONE switched access-type products are available throughout the state of Florida. US ONE dedicated access-type products are available throughout the state of Florida.

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SECTION 3 - SERVICE DESCRIPTIONS AND RULES, CONT'D

3.4 Interexchange Service, cont'd

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SECTION 3 - SERVICE DESCRIPTIONS AND RULES, CONT'D

3.4 Interexchange Service, cont'd

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SECTION 4 - SERVICE HOURS AND RATES

4.1 Interexchange Service

SERVICE HOURS

The following time periods apply in rating QuickNet calls:

BUSINESS HOURS: Monday through Friday 8:00am-5:59pm
excluding Carrier
recognized holidays

OFF HOURS: Monday through Friday 6:00pm-7:59am
Saturday and Sunday All Day including
Carrier-recognized
holidays

Base Usage Rates for QuickNet

The following base per minute (initial 6 seconds and additional 6 seconds) rates are applicable to all QuickNet calls:

Business Hours

ORIGINATION OPTIONS	Switched On Net Termination	Dedicated On Net Termination	Switched Off Net Termination	Dedicated Off Net Termination
1+/10XXX ON NET				
800 ON NET				
950 ON NET				
1+/10XXX OFF NET				
800 OFF NET				
950 OFF NET				

Off- Hours

ORIGINATION OPTIONS	Switched On Net Termination	Dedicated On Net Termination	Switched Off Net Termination	Dedicated Off Net Termination
1+/10XXX ON NET				
800 ON NET				
950 ON NET				
1+/10XXX OFF NET				
800 OFF NET				
950 OFF NET				

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SECTION 4 - SERVICE RATES AND HOURS, CONT'D

4.1 Interexchange Service, cont'd

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SECTION 5 - ANCILLARY SERVICES**5.1 Ancillary Services**

5.1.1 Directory Assistance: A Customer may obtain Directory Assistance in determining telephone numbers by calling the Directory Assistance operator. Each call to Directory Assistance will be charged on a per call basis as follows:

Per Call: \$0.XX Residential \$0.XX Business

The Customer may request a maximum of XXXX telephone numbers per call to Directory Assistance service.

5.1.1.1 A credit will be given for calls to Directory Assistance as follows:

- The Customer experiences poor transmission or is cut-off during the call; or
- The Customer is given an incorrect telephone number.

To obtain credit, the Customer must notify its Customer Service representative.

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SECTION 5 - ANCILLARY SERVICES, CONT'D**5.1 Ancillary Services, cont'd**

- 5.1.2 Operator Assistance: A Customer may obtain the assistance of an operator to complete long distance telephone calls in the following manner. In addition to the rates specified in 4, surcharges set forth below may also apply:

Station-to-Station customer dialed
calling card (credit card) calls, each \$X.XX

Station-to-Station operator assisted
sent-paid, collect, third number, and
non-customer dialed credit card calls, each \$X.XX

Person-to-Person, operator assisted calls, each \$X.XX

Station-to-Station mechanized assisted calls
(excluding those billed to calling cards), each \$X.XX

* Asking for dialing instructions, customer service telephone numbers, city codes, country codes, but not requesting the Operator to complete the call.

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(770) 399-9500

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EMAIL: gflaw@gflaw.com

DEPOSIT TREAS. REC.

DATE

D465 FEB 20 '97

February 18, 1997

VIA UPS OVERNIGHT

970215-TI

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

Re: U.S. One Communications Services Corp.'s Application of Authority to Provide Interexchange Telecommunications Service Within the State of Florida (the "Application")

Dear Sir/Madam:

Enclosed is the original and thirteen (13) copies of the Application. Please file the Application in your usual fashion and return one file-stamped copy to us in the enclosed envelope.

Also enclosed is our client's check in the amount of \$250.00 to cover the cost of filing the Application.

Thank you for your assistance in this matter. If you have any questions regarding this matter, please do not hesitate to contact the undersigned.

Sincerely,



US ONE Communications Services Corp.

Operating Account
5400 LBJ FWY., STE 700
Dallas, TX 75240

TEXAS COMMERCE BANK NATIONAL ASSOCIATION
DALLAS OFFICE
2200 Ross
Dallas, TX 75201

Check Date	Check Number	Check Amount
29-JAN-97	0019119	*****\$250.00

PAY Two Hundred Fifty Dollars And 00 Cents

Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850
United States

Sandy L. Martin

THIS PAPER CONTAINS A WATERMARK AND OTHER SECURITY FEATURES

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