

ORIGINAL

MILLER ISAR INC.
REGULATORY CONSULTANTS

STACEY A. KLNZMAN

7901 SKANSIE AVENUE,
SUITE 240
GIG HARBOR, WA 98335
TELEPHONE: 253.851.6700
FACSIMILE: 253.851.6474
HTTP://WWW.MILLERISAR.COM

Via Overnight Delivery
February 19, 2003

RECEIVED - FPSC
63 FEB 20 AM 10:10
COMMISSION CLERK

Ms. Blanca Bayo
Director, The Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399

030199-TT

Re: TCO Network, Inc. – Application for Authority

Dear Ms. Bayo:

Pursuant to my conversation with Nancy Pruitt, enclosed for filing please find an original and four (4) copies of TCO Network, Inc.'s ("TCO") Application for Authority to provide interexchange telecommunications service throughout the State of Florida. Also enclosed is a check in the amount of \$250.00 in payment of the filing fee.

TCO contemporaneously files a Motion for Protective Order requesting confidential treatment of its financial statements, which are attached to the Application as Exhibit E. The financial statements are sealed in a manila envelope and labeled "Confidential." Consistent with TCO's Motion, if granted, TCO respectfully requests that its financial statements be reviewed by Commission staff only in the performance of its governmental duties, and not be released to the public.

Please acknowledge receipt of this filing by date stamping and returning the additional copy of this transmittal letter in the self-addressed, postage-paid envelope enclosed for this purpose.

Questions regarding this application may be directed to the undersigned via telephone or e-mail at sklinzman@millerisar.com

Sincerely,

MILLER ISAR, INC.
Stacey A. Klinzman
Stacey A. Klinzman
Director, Regulatory Compliance

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward deposit information to Records.

Initials of person who forwarded check

[Handwritten initials]

Confidential
DOCUMENT NUMBER-DATE
01800 FEB 20 03
FPSC-COMMISSION CLERK

cc: Robin Markowski, TCO Network, Inc. *Application*

RECEIVED & FILED

DOCUMENT NUMBER-DATE

01798 FEB 20 03

FPSC-BUREAU OF RECORDS
FPSC-COMMISSION CLERK

Motion
DOCUMENT NUMBER-DATE

01799 FEB 20 03

FPSC-COMMISSION CLERK

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF FLORIDA

In the Matter of the Application of)
TCO Network, Inc. for)
Original Authority to Provide)
Interexchange Telecommunications)
Services Within the State of Florida)

No. 030199-7

APPLICATION FOR AUTHORITY

TCO Network, Inc. ("Applicant"), pursuant to Rules 25-24.470, 25-24.471, 25-24.473 and 25-24.480(2) of the Florida Public Service Commission, hereby files an Application for Original Authority to Provide Interexchange Telecommunications Services within the State of Florida ("Application") with the Florida Public Service Commission ("Commission"). In support of its Application, Applicant provides the following information in accordance with Florida Public Service Commission Form PSC/CMU 31 (12/96):

1. Applicant requests original authority to operate as an interexchange telecommunications company providing switched access services within the State of Florida. As a switchless non-facilities-based provider of long-distance interexchange telecommunications services, Applicant does not require construction of its own facilities, nor does it have plans to construct telecommunications facilities of its own.

2. Applicant's legal name is TCO Network, Inc.

3. Applicant will not be using a fictitious name. Applicant will conduct business as TCO Network, Inc.

4 and 5. Applicant's official mailing address is:

TCO Network, Inc.
14540 Club Drive
Elm Grove, Wisconsin 53122

DOCUMENT NUMBER-DATE

01798 FEB 20 8

FPSC-COMMISSION CLERK

Applicant will not have a Florida office, nor maintain employees in the State of Florida. All of Applicant's operations will be directed from Applicant's Wisconsin office.

6. Applicant proposes to provide resold interexchange services, including switched and dedicated "1 Plus, " Toll Free and Calling Card services. Applicant does not propose to offer alternative operator services to the transient public.

7. Applicant is a privately held company organized under the laws of the State of Wisconsin on September 18, 1998. Applicant's Articles of Incorporation are submitted as **Exhibit A.**

8 and 9. Not applicable. Applicant is not an individual or a Florida corporation.

10. Applicant's certificate of authority to operate in Florida is filed herewith as **Exhibit**

B.

11. Applicant will not be using a fictitious name.

12-14. Not applicable. Applicant is not a Limited Liability Partnership or a Partnership.

15. Applicant's Federal Employee Identification No. is 39-1959946.

16, 17. Applicant's name will appear on residential and business subscribers' bills for services.

18. (a) Correspondence and communications concerning this Application and Tariff should be directed to Applicant's regulatory consultant:

Stacey A. Klinzman
Director - Regulatory Compliance
Miller Isar, Inc.
7901 Skansie Avenue, Suite 240
Gig Harbor, Washington 98335

Telephone: 253.851.6700
Facsimile: 253.851.6474

18., Continued

- (b) The official point of contact for ongoing operations of the Applicant is:

Robin Markowski
14540 Club Drive
Elm Grove, Wisconsin 53122

Telephone: 262.821.9200
Facsimile: 262.821.9211

- (c) Customer complaints/inquiries should be directed to Applicant's customer service manager:

TCO Customer Service
14540 Club Drive
Elm Grove, Wisconsin 53122

Telephone: 1.800.391.1551

19. (a) Applicant is currently providing telecommunications services in Wisconsin and Michigan.

(b) Applicant will be applying for authority in Texas, California, Illinois, Minnesota and Pennsylvania.

(c) Applicant is authorized to provide interexchange telecommunications services in Wisconsin and Michigan.

(d) - (f) Applicant has not been denied authority to operate as an interexchange telecommunications company or had regulatory penalties imposed for violations of telecommunications statutes, or been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity.

20. (a) No officers, directors or any of the ten largest shareholders have been adjudged bankrupt, mentally incompetent or found guilty of a felony or of any crime. No proceedings are pending against any officers, directors or shareholders that may result in such a finding.

(b) None of Applicant's officers and directors has been involved previously in a Florida certificated telephone company.

21. Applicant proposes to provide switched and dedicated "One Plus" and Toll-Free services at the rates set forth in its proposed tariff, attached hereto as **Exhibit C**.

22. Applicant's proposed tariff is attached hereto as **Exhibit C**.

23. (a) Applicant's senior staff has extensive experience in the telecommunications industry. A summary of the experience of Mr. William Linsmeier, President, appears as **Exhibit D**.

(b) As a switchless reseller, Applicant's technical ability to provide service is entirely dependent on that of its underlying carrier(s).

(c) Applicant's financial statements, copies of which are attached as **Exhibit E**, demonstrate that Applicant has the financial viability to provide telecommunications services in the State of Florida. As a non-facilities-based provider of resold intrastate long-distance telecommunications services, Applicant does not require construction of its own facilities or have plans to construct facilities. Therefore, Applicant requires no additional capitalization or financing, nor does it expect to incur other than incremental service expenses to provide intrastate service in Florida.

23., Continued

Commission approval of the instant Application will enable Applicant to offer the following long-term benefits to the public:

- (a) greater value to subscribers through lower-priced, better quality services;
- (b) increased consumer choice in telecommunications services;
- (c) efficient use of existing telecommunications resources, as well as increased diversification and reliability in the supply of telecommunications services; and
- (d) an additional tax revenue source for the State of Florida.

In addition, by utilizing existing carrier communications facilities, Applicant's service will further promote more efficient use of those facilities, and provide greater revenues for local exchange carriers.

(Signature next page)

WHEREFORE, TCO Network, Inc. respectfully requests that the Florida Public Service Commission grant it Original Authority to operate as a reseller of interexchange telecommunications services within the State of Florida.

Respectfully submitted this 14 day of February 2003.

TCO Network, Inc.

By: 

William Linsmeier
President
14540 Club Drive
Elm Grove, Wisconsin 53122

Telephone: 262.821.9200

Facsimile: 262.821.9211

Miller Isar, Inc.
7901 Skansie Avenue, Suite 240
Gig Harbor, Washington 98335

Telephone: 253.851.6700

Facsimile: 253.851.6474

Applicant's Regulatory Consultants

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF FLORIDA

In the Matter of the Application of)
TCO Network, Inc. for)
Original Authority to Provide)
Interexchange Telecommunications) No. _____
Services Within the State of Florida)

LIST OF EXHIBITS AND APPENDICES

EXHIBIT A	ARTICLES OF INCORPORATION
EXHIBIT B	CERTIFICATE OF AUTHORITY
EXHIBIT C	PROPOSED TARIFF
EXHIBIT D	MANAGEMENT EXPERIENCE
EXHIBIT E	FINANCIAL STATEMENTS
APPENDIX A	APPLICANT ACKNOWLEDGEMENT STATEMENT
APPENDIX B	CERTIFICATE TRANSFER OR ASSIGNMENT STATEMENT
APPENDIX C	CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
APPENDIX D	CURRENT FLORIDA INTRASTATE SERVICES
APPENDIX E	AFFIDAVIT

EXHIBIT A
ARTICLES OF INCORPORATION
(Attached)



DEPARTMENT OF FINANCIAL INSTITUTIONS

Greetings:

I do hereby certify that the annexed copy has been compared with the record on file in the Corporation Section of the Division of Corporate and Consumer Services, Department of Financial Institutions, and that the same is a true copy thereof; and the whole of such record; and that I am the legal custodian of said record, and that this certification is in due form.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department.

A handwritten signature in black ink, appearing to read "Dave Duecker".

Dave Duecker, Administrator
Department of Financial Institutions

DATE: DEC 26 2002

BY: Patricia Wieber

Effective July 1, 1996, the Department of Financial Institutions assumed the functions previously performed by the Corporations Division of the Secretary of State and is the successor custodian of corporate records formerly held by the Secretary of State.

OK JA

ARTICLES OF INCORPORATION

OF

TCO NETWORK, INC.

SEP 15 12:00PM

#.#

175409 DDCORP 90 90.00

58 SEP 15 08:00

The undersigned, being a natural person of the age of eighteen (18) years or more, acting as incorporator of the corporation under Chapter 180 of the Wisconsin Business Corporation Law, adopts the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the corporation is TCO Network, Inc.

ARTICLE II

The aggregate number of shares which the corporation shall have authority to issue is Nine Thousand (9,000) consisting of one class only of common stock with a par value of \$1.00 per share.

ARTICLE III

The name and address of the initial registered agent and registered office of the corporation are William F. Linsmeier at 155 South Executive Drive, Suite 211, Brookfield, Wisconsin 53005.

ARTICLE IV

The number of directors constituting the Board of Directors of the corporation shall be fixed by or in the manner provided by the by-laws.

ARTICLE V

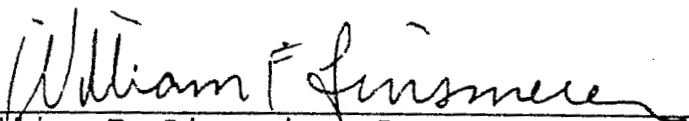
The name and address of the incorporator are William F. Linsmeier at 155 South Executive Drive, Suite 211, Brookfield, Wisconsin 53005.

ARTICLE VI

Any action required or permitted to be taken at a meeting of the shareholders of the corporation may be taken without a meeting by shareholders who would be entitled to vote at a meeting those shares with voting power to cast no less than the minimum number or, in the case of voting by voting groups, numbers of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote were present and voted. Any action so taken must be evidenced by one or more written consents describing the action taken, signed by the number of shareholders necessary to take the action and delivered to the corporation for inclusion in the corporate records.

TC28490

Dated at Milwaukee, Wisconsin this 31st day of August, 1998.



William F. Linsmeier, Incorporator

This instrument was drafted by and is returnable to:

Peter L. Coffey
Michael Best & Friedrich LLP
100 East Wisconsin Avenue
Suite 3300
Milwaukee, Wisconsin 53202
414-271-6560

ARTICLES OF
INCORPORATION

CHAPTER 180

STATE OF WISCONSIN
FILED
SEP 18 1998
DEPARTMENT OF
FINANCIAL INSTITUTIONS

~~\$~~90.00
KC

01 T028490

Sec. 180.1006 Wis. Stats. DEPT OF FINANCIAL INSTITUTIONS STATE OF WISCONSIN State of Wisconsin DEPARTMENT OF FINANCIAL INSTITUTIONS Division of Corporate & Consumer Services 2002 OCT 21 AM 9:57



ARTICLES OF AMENDMENT – STOCK, FOR-PROFIT CORPORATION

A. The present corporate name (prior to any change effected by this amendment) is:
TCO Network, Inc.

Text of Amendment (Refer to the existing articles of incorporation and the instructions on the reverse of this form. Determine those items to be changed and set forth the number identifying the paragraph in the articles of incorporation being changed and how the amended paragraph is to read.)

RESOLVED, THAT the articles of incorporation be amended as follows:

"Article 1. The name of the corporation is Telecom One, Inc."

OK
pha

OCT 21 01:07AM
#.#
155618 DCORP 40 40.00

FILING FEE - \$40.00 See instructions, suggestions and procedures on following pages.

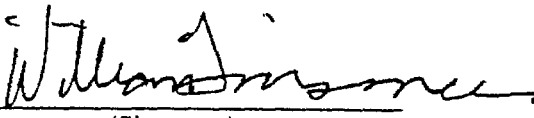
B. Amendment(s) adopted on October 11, 2002

(Indicate the method of adoption by checking (X) the appropriate choice below.)

- In accordance with sec. 180.1002, Wis. Stats. (By the Board of Directors)
OR
 In accordance with sec. 180.1003, Wis. Stats. (By the Board of Directors and Shareholders)
OR
 In accordance with sec. 180.1005, Wis. Stats. (By Incorporators or Board of Directors, before issuance of shares)

C. Executed on 10/11/02
(Date)

Title: President Secretary
or other officer title _____


(Signature)

William Linsmeier
(Printed name)

This document was drafted by William Linsmeier
(Name the individual who drafted the document)

INSTRUCTIONS (Ref. sec. 180.1006 Wis. Stats. for document content)

Submit one original and one exact copy to Dept. of Financial Institutions, P O Box 7846, Madison WI, 53707-7846, together with a **FILING FEE of \$40.00** payable to the department. (If sent by Express or Priority U.S. mail, address to 345 W. Washington Ave., 3rd Floor, Madison WI, 53703). This document can be made available in alternate formats upon request to qualifying individuals with disabilities. The original must include an original manual signature, per sec. 180.0120(3)(c), Wis. Stats. Upon filing, the information in this document becomes public and might be used for purposes other than that for which it was originally furnished. If you have any questions, please contact the Division of Corporate & Consumer Services at 608-261-7577. Hearing-impaired may call 608-266-8818 for TTY.

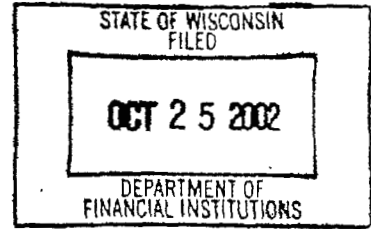
ARTICLES OF AMENDMENT - Stock, For-Profit Corporation

Chapter 183

\$40.00 + 25.00 Exp

F
14540 Club Drive

Elm Grove, WI 53122



- changes name -

L
▲ Your return address and phone number during the day: () (262) - 821-9200

*10/25/02
415240
\$25.00*

INSTRUCTIONS (Continued)

- A. State the name of the corporation (before any change effected by this amendment) and the text of the amendment(s). The text should recite the resolution adopted (e.g., "Resolved, that Article 1 of the articles of incorporation be amended to read: (enter the amended article). If an amendment provides for an exchange, reclassification or cancellation of issued shares, state the provisions for implementing the amendment if not contained in the amendment itself.
- B. Enter the date of adoption of the amendment(s). If there is more than one amendment, identify the date of adoption of each. Mark (X) one of the three choices to indicate the method of adoption of the amendment(s).

By Board of Directors - Refer to sec. 180.1002 for specific information on the character of amendments that may be adopted by the Board of Directors without shareholder action.

By Board of Directors and Shareholders - Amendments proposed by the Board of Directors and adopted by shareholder approval. Voting requirements differ with circumstances and provisions in the articles of incorporation. See sec. 180.1003, Wis. Stats., for specific information.

By Incorporators or Board of Directors - Before issuance of shares - See sec. 180.1005, Wis. Stats., for conditions attached to the adoption of an amendment approved by a vote or consent of less than 2/3rds of the shares subscribed for.

- C. Enter the date of execution and the name and title of the person signing the document. The document must be signed by one of the following: An officer of the corporation (or incorporator if directors have not been elected), or a court-appointed receiver, trustee or fiduciary. A director is not empowered to sign.

If the document is executed in Wisconsin, sec. 182.01(3) provides that it shall not be filed unless the name of the person (individual) who drafted it is printed, typewritten or stamped thereon in a legible manner. If the document is not executed in Wisconsin, enter that remark.

FILING FEE - \$40.00.

RECEIVED - DEPT OF
FINANCIAL INSTITUTIONS
STATE OF WISCONSIN
Sec. 180.1606

2002 DEC 10 AM 10:45

State of Wisconsin

DEPARTMENT OF FINANCIAL INSTITUTIONS
Division of Corporate & Consumer Services



01 T 028490
imaged 10/25/02

ARTICLES OF AMENDMENT - STOCK, FOR-PROFIT CORPORATION

A. The present corporate name (prior to any change effected by this amendment) is:

Telecom One, Inc.

Text of Amendment (Refer to the existing articles of incorporation and the instructions on the reverse of this form. Determine those items to be changed and set forth the number identifying the paragraph in the articles of incorporation being changed and how the amended paragraph is to read.)

RESOLVED, THAT the articles of incorporation be amended as follows:

"Article 1. The name of the corporation is TCO Network, Inc. *ok am*

DEC 10 01:07AM		
#. A		
150910 DCORP 40		40.00
DEC 10 01:07AM		
#. B		
150910 EXPED 25		25.00

FILING FEE - \$40.00 See instructions, suggestions and procedures on following pages.


B. Amendment(s) adopted on December 05, 2002

(Indicate the method of adoption by checking (X) the appropriate choice below.)

- In accordance with sec. 180.1002, Wis. Stats. (By the Board of Directors)
OR
 In accordance with sec. 180.1003, Wis. Stats. (By the Board of Directors and Shareholders)
OR
 In accordance with sec. 180.1005, Wis. Stats. (By Incorporators or Board of Directors, before issuance of shares)

C. Executed on 12/05/02
(Date)

Title: President Secretary
or other officer title _____


(Signature)

William Linsmeier
(Printed name)

This document was drafted by William Linsmeier
(Name the individual who drafted the document)

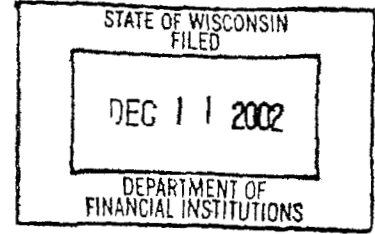
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ARTICLES OF AMENDMENT – Stock, For-Profit Corporation

\$40.00 + 25.00 Exp

William Kinsmeier
14540 Club Drive
Elm Grove, WI 53122
(262) 821-9200



Your return address and phone number during the day: () _____ - _____

Change Name
INSTRUCTIONS (Continued)

A. State the name of the corporation (before any change effected by this amendment) and the text of the amendment(s). The text should recite the resolution adopted (e.g., "Resolved, that Article 1 of the articles of incorporation be amended to read: (enter the amended article). If an amendment provides for an exchange, reclassification or cancellation of issued shares, state the provisions for implementing the amendment if not contained in the amendment itself.

B. Enter the date of adoption of the amendment(s). If there is more than one amendment, identify the date of adoption of each. Mark (X) one of the three choices to indicate the method of adoption of the amendment(s).

By Board of Directors – Refer to sec. 180.1002 for specific information on the character of amendments that may be adopted by the Board of Directors without shareholder action.

By Board of Directors and Shareholders – Amendments proposed by the Board of Directors and adopted by shareholder approval. Voting requirements differ with circumstances and provisions in the articles of incorporation. See sec. 180.1003, Wis. Stats., for specific information.

By Incorporators or Board of Directors – Before issuance of shares – See sec. 180.1005, Wis. Stats., for conditions attached to the adoption of an amendment approved by a vote or consent of less than 2/3rds of the shares subscribed for.

C. Enter the date of execution and the name and title of the person signing the document. The document must be signed by one of the following: An officer of the corporation (or incorporator if directors have not been elected), or a court-appointed receiver, trustee or fiduciary. A director is not empowered to sign.

If the document is executed in Wisconsin, sec. 182.01(3) provides that it shall not be filed unless the name of the person (individual) who drafted it is printed, typewritten or stamped thereon in a legible manner. If the document is not executed in Wisconsin, enter that remark.

FILING FEE - \$40.00.

April 25, 2002

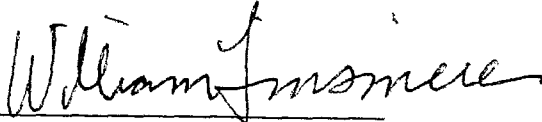
UNANIMOUS CONSENT TO ACTION
IN LIEU OF ANNUAL MEETING
OF THE SOLE SHAREHOLDER OF
TCO NETWORK, INC.

The undersigned, constituting all of the shareholders of TCO Network, Inc., a Wisconsin Corporation, does hereby consent in writing, pursuant to the provisions of Section 180.0704 of the Wisconsin Business Corporation Law, to the actions set forth in the following resolutions:

RESOLVED, that the undersigned do hereby consent to the election of, and do hereby elect, the individuals listed below as officers of the Corporation, to hold office until their successors are duly elected and qualify. Director compensation shall be determined at a later date.

President.....William Linsmeier
Vice President.....William Linsmeier
Secretary..... Laura Linsmeier
Treasurer.....William Linsmeier

RESOLVED FURTHER, that all the lawful actions taken by the corporation, the director and officers during the course of the preceding fiscal year be, and hereby are, approved and ratified as and for the acts of this corporation.




William Linsmeier

EXHIBIT B

CERTIFICATE OF AUTHORITY
(Attached)

State of Florida



Department of State

I certify from the records of this office that TCO NETWORK, INC., is a corporation organized under the laws of Wisconsin, authorized to transact business in the State of Florida, qualified on September 23, 2002.

The document number of this corporation is F02000004840.

I further certify that said corporation has paid all fees due this office through December 31, 2002, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-fourth day of September, 2002



CR2EO22 (7-02)

Jim Smith
Jim Smith
Secretary of State

EXHIBIT C
PROPOSED TARIFF
(Attached)

TELECOMMUNICATIONS TARIFF

OF

TCO NETWORK, INC.

14540 Club Drive
Elm Grove, Wisconsin 53122

RESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by TCO Network, Inc. ("TCO") with principal offices at 14540 Club Drive, Elm Grove, Wisconsin 53122. This tariff applies for services furnished within the state of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: February 20, 2003

Effective Date:

Issued By:

Mr. William Linsmeier
President
TCO Network, Inc.
14540 Club Drive
Elm Grove, Wisconsin 53122

CHECK SHEET

The Sheets 1 through 42 inclusive of this Tariff are effective as of the date shown at the bottom of the respective sheet(s).

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

*Indicates sheets included with this filing.

Issued: February 20, 2003

Effective Date:

Issued By:

Mr. William Linsmeier
President
TCO Network, Inc.
14540 Club Drive
Elm Grove, Wisconsin 53122

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Issued: February 20, 2003

Effective Date:

Issued By:

Mr. William Linsmeier
President
TCO Network, Inc.
14540 Club Drive
Elm Grove, Wisconsin 53122

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Issued: February 20, 2003

Effective Date:

Issued By:

Mr. William Linsmeier
President
TCO Network, Inc.
14540 Club Drive
Elm Grove, Wisconsin 53122

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Issued: February 20, 2003

Effective Date:

Issued By:

Mr. William Linsmeier
President
TCO Network, Inc.
14540 Club Drive
Elm Grove, Wisconsin 53122

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

- (D) To signify **deleted or discontinued** rate, regulation or condition
- (I) To signify a change resulting in an **increase** to a Customer's bill
- (M) To signify that material has been **moved from** another Tariff location
- (N) To signify a **new** rate, regulation condition or sheet
- (R) To signify a change resulting in a **reduction** to a Customer's bill
- (T) To signify a change in **text** but no change to rate or charge

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TARIFF FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the heading of each sheet. Sheets are numbered sequentially. However, occasionally, 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. Because of various suspension periods, deferrals, etc. the Commission follows in its Tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. **Check Sheets** - When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the sheets contained in the Tariff with a cross-reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

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APPLICATION OF TARIFF

This Tariff contains the rates, terms and conditions applicable to the provision of specialized resold intrastate common carrier telecommunications services by TCO Network, Inc. between various locations within the State of Florida.

All services are interstate offerings. Intrastate service is an add-on service available only if the Customer subscribes to the Company's interstate offerings.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Account Code:

A numerical code, one or more of which are available to a Customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

Called Station:

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

Calling Card:

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

Commission:

Florida Public Service Commission ("Commission")

Company:

TCO Network, Inc. ("TCO")

Credit Card:

A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

Customer:

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

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Dedicated Access:

Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

Disconnect or Disconnection:

The termination of a circuit connection between the originating station and the called station or the Company's operator.

Service(s):

All telecommunications services and other services related thereto provided by the Company to Customers.

Subscriber:

See "Customer" definition.

User:

Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

"800" Number:

An interexchange service offered pursuant to this Tariff for which the called party is assigned a unique 800-NXX-XXXX or 888-NXX-XXXX, 877-NXX-XXXX or 866 – NXX-XXXX number, or any other NPA, and is billed for calls terminating at that number.

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SECTION 2 - RULES AND REGULATIONS**2.1. UNDERTAKING OF THE COMPANY**

- 2.1.1. Company's Services are furnished for telecommunications originating and/or terminating in any area within the State of Florida.
- 2.1.2. Company is a non-facilities-based provider of resold interexchange telecommunications to Customers for their direct transmission and reception of voice, data, and other types of communications.
- 2.1.3. Company resells access, switching, transport, and termination services provided by interexchange carriers.
- 2.1.4. Subject to availability, the Customer may use account codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.
- 2.1.5. The Company's Services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.6. Request for service under this Tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.2. LIMITATIONS OF SERVICE**

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.
- 2.2.2. Company reserves the right to immediately disconnect service without incurring liability when necessitated by conditions beyond the Company's control or when the Customer is using the service in violation of either the provisions of this Tariff or the Commission rules.
- 2.2.3. 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.
- 2.2.4. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.
- 2.2.5. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.6. The Company reserves the right to refuse an application for service by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.3 CUSTOMER RESPONSIBILITIES**

- 2.3.1. The Customer is responsible for the payment of all charges for Services furnished to the Customer and for all additional charges for calls the Customer elects to continue making.
- 2.3.2. The Customer is responsible for compliance with applicable regulations set forth in this Tariff.
- 2.3.3. The Customer is responsible for establishing its identity as often as necessary during the course of the call or when seeking credits from the Company.
- 2.3.4. Customer shall provide and maintain at its own expense terminal equipment on the Customer's premise and the electric power consumed by such equipment. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's Point of Connection.
- 2.3.5. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltage and currents impressed on Company-provided equipment and wiring by the connection, operations, or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by Company at the Customer's expense.
- 2.3.6. In the event Company incurs fees or expenses, including attorney's fees, to collect; or attempt to collect, any charges owed Company by customer, including charges alleged to have resulted from fraud or abuse of customer's service, the Company shall charge customer all such fees and expenses, including Company's reasonable attorney's fees, incurred to collect or to attempt to collect its charges, and Company shall be entitled to recover such fees or expenses irrespective of whether it prevails in any legal action brought to collect its charges, all in accordance with and subject to the following additional legal requirements.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.3 CUSTOMER RESPONSIBILITIES, Continued**

- 2.3.7. In accordance with the "filed tariff doctrine," as established by judicial and regulatory decisions and precedents, customer shall pay all charges due and owing irrespective of any claims of loss, liability, set off, damages, or other claims against Company to which customer may claim to be entitled, the duty to pay such charges shall arise upon the demand for payment by Company and shall not be delayed or deferred by the commencement of any legal or equitable action by either customer or Company in connection with such charges incurred under this Tariff.
- 2.3.8. The Customer is responsible for damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or of any User; or by the noncompliance by the Customer or any User, with these regulations; or by fire or theft or other casualty on the Customer Premises or the premises of any User, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 2.3.9. The Customer is responsible for providing, at no charge, as specified from time to time by the Company, any needed 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;
- 2.3.10. The Customer is responsible for obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of transmission facilities and associated equipment used to provide Services to the Customer from the cable building entrance or property line to the location of the building equipment space. Any and all costs associated with the obtaining and maintaining 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.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.3 CUSTOMER RESPONSIBILITIES, Continued**

- 2.3.11. The Customer is responsible for 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 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;
- 2.3.12. The Customer is responsible for complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the locations of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under other provisions of this Tariff;
- 2.3.13. The Customer is responsible for not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities;
- 2.3.14. The Customer is responsible for making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes;
- 2.3.15. The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company, at times mutually acceptable to Company and Customer, to enter the premises of the Customer or any joint user or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities, without charge to the Company;

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SECTION 2 - RULES AND REGULATIONS, Continued**2.3 CUSTOMER RESPONSIBILITIES, Continued**

- 2.3.16. The Customer is responsible for notifying Company of any interruptions of service.
- 2.3.17. The Customer is responsible for placing any necessary orders; for complying with Tariff regulations; for the placement of any stickers or tent cards provided by the Company or as required by law; and for assuring that Users comply with Tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to Services provided or made available by the Customer to Users. The Customer is also responsible for the payment of all charges for calls originated at the Customer's numbers.
- 2.3.18. The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.3.19. The Customer shall ensure that the equipment and/or system is properly interfaced with Company facilities or Services, that the signals emitted into the Company's Network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this Tariff, and that the signals do not damage equipment, injure personnel, or degrade Service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without use of protective interface devices.

If the Customer fails to maintain the equipment and/or the system 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.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.3 CUSTOMER RESPONSIBILITIES, Continued

- 2.3.20. The Customer is responsible for returning any Company-owned equipment to the Company, in good working condition, within five (5) days after Service is discontinued.
- 2.3.21. The Customer is responsible for paying for the loss through theft of any Company equipment installed at Customer's premises.

2.4. USE

- 2.4.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited.
- 2.4.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.
- 2.4.3. Application for Service may be made verbally or in writing. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for Service.
- 2.4.4. The Company strictly prohibits use of the Company's Services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. LIABILITIES OF THE COMPANY

- 2.5.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission occur. For the purpose of computing such amount, a month is considered to have thirty (30) days. To the extent permitted by law, the Company will in no event be responsible for any indirect, incidental, consequential, reliance, special, lost revenue, lost savings, lost profits, or exemplary or punitive damages, regardless of the form of action, whether in contract, tort, negligence of any kind whether active or passive, strict liability or otherwise. The terms of this Section shall apply notwithstanding the failure of any exclusive remedy.

- 2.5.2. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.

- 2.4.3. Except as expressly warranted in writing by Company, Company makes no warranty or guarantee, express or implied, and Company expressly disclaims any implied warranties of merchantability and fitness for a particular purpose.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.5. LIABILITIES OF THE COMPANY, Continued**

- 2.5.4. Company shall be indemnified and held harmless by the Customer against:
- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
 - B. Claims for patent infringement arising from combining or connecting company's facilities with apparatus and systems of the Customer; and
 - C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.
- 2.5.5. The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of Services when such defacement or damage is not the result of the Company's negligence.
- 2.5.6. Company shall not be liable for and the Customer indemnifies and holds harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by 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 equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.
- 2.5.7. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.5. LIABILITIES OF THE COMPANY, Continued**

- 2.5.8. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this Tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.5.9. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the Company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Florida law. The Company shall not be responsible for claims made outside the 30 day period. 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 demands.
- 2.5.10. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.6. LIABILITY OF THE CUSTOMER**

2.6.1. General Liabilities of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in (A) preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or user of the Company's Services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.
- D. The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by the negligent or willful acts of the Customer, Users, or others, by improper use of the Services, or by use of equipment provided by the Customer, Users, or others.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.6. LIABILITY OF THE CUSTOMER, Continued**

2.6.1. General Liabilities of the Customer, Continued

- E. The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.

2.6.2 Liability of the Customer for Unauthorized Use of Company's Services

A. Unauthorized Use of Company's Services

1. Unauthorized use occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Company's Services, 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 Company's Services, makes fraudulent use of the Services provided under this Tariff, or uses specific Services that are not authorized.
2. The following activities constitute fraudulent use:
 - a. Using the Company's Services to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
 - b. Using or attempting to use the Company's Services 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;

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SECTION 2 - RULES AND REGULATIONS, Continued

2.6. LIABILITY OF THE CUSTOMER, Continued

2.6.2 Liability of the Customer for Unauthorized Use of Company's Services, Continued

A. Unauthorized Use of Company's Services

2., Continued

- c. Toll free callers using the Company's Services with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and
 - d. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.
3. Customers are advised that use of Services provided under this Tariff carries a risk of various forms of telecommunications fraud (including, but not limited to, toll, PBX, and Centrex "clip-on" 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 equipment and Services provided hereunder, and to detect and prevent unauthorized use of equipment and Services provided by the Company under this Tariff. Furthermore, Customers must notify the Company in writing of unauthorized use or charges appearing on the Customer's bill. All charges shall be deemed correct and authorized if such notice is not received by the Company within thirty (30) days from the date of issuance of the Customer's bill.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.6. LIABILITY OF THE CUSTOMER, Continued

2.6.2 Liability of the Customer for Unauthorized Use of Company's Services, Continued

B. Liability for Unauthorized Use

1. Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for Services provided under this Tariff. 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.
2. 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.
3. The Customer is liable for all costs incurred as a result of unauthorized use of Company's Services, including Service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages. The Company will take reasonable steps, upon verbal or written notification that fraud has occurred, or is believed to have occurred, to assist the Customer in identifying the nature and/or source of the fraud, and in terminating the fraudulent use of the Customer's service. The Company will also assist the Customer in facilitating changes in phone number, and assist the Customer in identifying perpetrator(s) of the fraud for purposes of pursuing civil remedies.
4. 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 Company's Services.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.6. LIABILITY OF THE CUSTOMER, Continued****2.6.2 Liability of the Customer for Unauthorized Use of Company's Services, Continued****C. Liability for Calling Card Fraud**

1. The Customer is liable for the unauthorized use of the Company's Services obtained through the fraudulent use of a Calling Card, provided that the unauthorized use occurs before the Company has been notified to disable the calling card. Such notification shall become effective twenty-four (24) hours after receipt by Company.
2. The Customer must give the Company notice that unauthorized use of a Calling Card has occurred or may occur as a result of employee termination, loss, theft or other reasons. For the purposes of this section, "notice" occurs when the Company receives a written confirmation that unauthorized use of a Company Calling Card has occurred or may occur as a result of employee termination, loss, theft or other reasons.
3. The limitations on Customer liability in this subsection shall not apply to pre-paid or debit cards.

D. Liability for Credit Card Fraud

The Customer is liable for the unauthorized use of the Company's Services obtained through the fraudulent use of a Credit Card. The liability of the Customer for unauthorized use of the Company's Services by Credit Card fraud may be limited by state or federal law, and the Customer shall seek indemnification from the organization or company issuing such card for unauthorized use thereof.

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Issued By:

Mr. William Linsmeier
President
TCO Network, Inc.
14540 Club Drive
Elm Grove, Wisconsin 53122

SECTION 2 - RULES AND REGULATIONS, Continued**2.7. INDEMNITY**

Subject to the limitations of liability set forth in Sections 2.5 and 2.6 of this Tariff, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any and all claims to the extent that such claims were proximately caused by any negligent or willful act or omission by the party from whom indemnity is sought, or by the agents, employees, subcontractors or assignees of the party from whom indemnity is sought, in connection with use of the Services. The indemnifying party under this Section shall defend the other at the other's request against any such claim. The party seeking indemnification under this Section must notify the other promptly of written claims or demands for which the indemnifying party may be responsible. The Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal, provided it pays the cost of any required appeal bond, compromise or otherwise deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability to the indemnified party.

2.8. FULL FORCE AND EFFECT

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.9. INTERRUPTION OF SERVICE**

- 2.9.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4., herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
- 2.9.2. For purposes of credit computation for leased facilities, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours.
- 2.9.3. The subscriber shall be credited for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula: $\text{Credit} = (A/720) \times B$

A - outage time in hours

B - total monthly charge for affected utility

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SECTION 2 - RULES AND REGULATIONS, Continued**2.10. RESTORATION OF SERVICE**

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

2.11. MINIMUM SERVICE PERIOD

The minimum service period is one month (30 days).

2.12. PAYMENTS AND BILLING

- 2.12.1. Service is provided and recurring Service charges billed by the Company on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer.
- 2.12.2. Non-recurring charges and charges based on actual usage, and are billed monthly in arrears. Service continues to be provided until canceled by the Customer.
- 2.12.3. The Customer is responsible in all cases for the payment of all charges for Services furnished to the Customer. Charges are based on actual usage, and are billed monthly in arrears.
- 2.12.4. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty (30) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance, and may be subject to additional collection agency fees.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.12. PAYMENTS AND BILLING, Continued**

2.12.4. A returned check charge in the amount set forth below will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

<u>Check Amount</u>	<u>Returned Check Charge</u>
Up to \$50.00	\$25.00
More than \$50.00 but less than \$300	\$30.00
More than \$300.00	\$40.00 or 5% of the amount of the check, whichever is greater.

2.12.5. Billing disputes should be addressed to Company's customer service organization via telephone to 800-391-1551. Customer service representatives are available from twenty-four hours a day, seven days a week.

2.12.6. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:

- A. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.12. PAYMENTS AND BILLING, Continued

2.12.6., Continued

- B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Florida Public Service Commission for its investigation and decision.

The address and telephone number of the Commission are:

Florida Public Service Commission
Division of Consumer Affairs
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Telephone number: 904.413.6100

Toll free number: 800.342.3552

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President
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SECTION 2 - RULES AND REGULATIONS, Continued**2.13. CANCELLATION BY CUSTOMER**

- 2.13.1. Customer may cancel service by subscribing to a different presubscribed carrier or by giving oral or written notification to the Company.
- 2.13.2. Customer is responsible for usage charges while still connected to the Company's Service, even if the customer utilizes Services rendered after the Customer's request for cancellation has been made. Customer is responsible for payment of monthly recurring charges until all remaining service is converted to another service provider, unless otherwise stated in a Customer executed agreement.
- 2.13.3. Any non-recoverable cost of Company expenditures shall be borne by the Customer if:
- A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed upon with the Customer for the non-recoverable portions of expenditures; or
 - B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
 - C. If based on an order for service and construction has either begun or has been completed, but no service provided.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.14. CANCELLATION BY COMPANY**

2.14.1. Company reserves the right to immediately discontinue furnishing the service to Customers without incurring liability:

- A. In the event of a condition determined to be hazardous to the Customer, to other customers of the utility, to the utility's equipment, the public or to employees of the utility; or
- B. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or
- C. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or Services without notice; or
- D. For unlawful use of the service or use of the service for unlawful purposes; or
- E. If the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past, current or planned use of Company's Services.

2.14.2. Company may discontinue service according to the following conditions upon five (5) days' notice:

- A. For violation of Company's filed tariffs; or
- B. For the non-payment of any proper charge as provided by Company's Tariff; or
- C. For Customer's breach of the contract for service between the Company and Customer.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.14. CANCELLATION BY COMPANY, Continued**

- 2.14.3. The discontinuance of service(s) by the Company pursuant to this section 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 available to the Company set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.
- 2.14.4. The Company may refuse to permit collect calling, calling card and third-number billing which it determines to be fraudulent and/or may limit the use of these billing options or Services.

2.15. INTERCONNECTION

- 2.15.1. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.15.2. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.16. DEPOSITS AND ADVANCE PAYMENTS**

The Company does not collect deposits. The Company may collect as an advance payment an amount not to exceed one month's estimated charges. The advance payment will be credited back to the Customer in the next month's bill.

2.17. CREDIT LIMIT

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of Services for any monthly period.

2.18. TAXES AND SURCHARGES

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

2.19. UNCERTIFICATED RESALE PROHIBITED

Resale of any tariffed service appearing herein by uncertificated resellers is strictly prohibited. Applicable services may be resold or rebilled only by companies authorized by the Florida Public Service Commission to provide intrastate interexchange telecommunications services, in accordance with the Commission's rules. The Company requires proof of certification in the form of a Telephone Certificate of Public Convenience and Necessity, or a copy thereof, prior to providing services for resale.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1. TIMING OF CALLS

- 3.1.1. The Customer's long-distance usage charge is based on the actual usage of Company's service. Usage begins when the called party answers the call. The moment of the called party's answer is determined by hardware supervision in which the local telephone company sends a signal to the underlying carrier's switch or the software utilizing audio tone detection. For call rating purposes, the call begins when the called party answers and ends when either party hangs up. The timing of the call occurs when the called party answers and terminated when either party hangs up.
- 3.1.2. The minimum call duration for billing purposes, unless otherwise stated in this Tariff, is eighteen (18) seconds with six (6) second billing increments thereafter.
- 3.1.3. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.
- 3.1.4. Minimum Call Completion Rate

A customer can expect a call completion rate (number of calls completed /number of calls attempted) of not less than 90% during peak use periods for all Feature Group D services ("1+" dialing).

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.2. TCO NETWORK TELECOMMUNICATIONS SERVICES, Continued**

- 3.2.1. Company provides switched and dedicated access telecommunications services, which allow Customers to establish a communications path between two stations by using uniform dialing plans.
- 3.2.2. **TCO Global Service** is a switched and dedicated access service, offering users outbound "1 Plus" and inbound, "800" long distance telecommunications services from points originating and terminating in the State of Florida. **TCO Global Service** features complimentary outbound and inbound calling area restrictions and additional advanced toll-free routing features. **TCO Global Service** dedicated access Customers have the capability of integrating data with voice on a single facility and are provided with complimentary dedicated access termination overflow.
- 3.2.3. **TCO Quality + Service** is a switched and dedicated access service, offering users outbound "1 Plus" and inbound "800" long distance telecommunications services from points originating and terminating in the State of Florida. **TCO Quality + Service** features include access to 2-7 digit account codes for call accounting purposes.
- 3.2.4. **TCO Select Service** is a switched access service only, offering users outbound "1 Plus" and inbound "800" long distance telecommunications services from points originating and terminating in the State of Florida. **TCO Select Service** features include access to 2-7 digit account codes for call accounting purposes.
- 3.2.5. **TCO Calling Card Service** permits the caller to charge the principal presubscribed location for a call while the caller is away from the principal location. The Customer may place calls from any touch-tone phone in the United States by dialing a toll free number and entering a personal identification code, followed by the desired telephone number. Calling Card calls appear on the Customer's monthly long-distance bill.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.2. TCO NETWORK TELECOMMUNICATIONS SERVICES, Continued**

- 3.2.6. **TCO Private Line Services** are dedicated non-switched services providing point-to-point connection between Customer sites. Private Line Services enable Customers to obtain exclusive use of a dedicated circuit. Private Line Services are primarily interstate in nature but intrastate service may be provided as an adjunct to interstate service.

3.3. PROMOTIONS

The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the Services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be offered in accordance with applicable Commission rules or regulations.

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SECTION 4 - RATES**4.1. SWITCHED AND DEDICATED SERVICE CHARGES**

Service charges per account are based on the following schedule:

4.1.1. TCO Global Service

A. Global Switched One Plus Service

<u>Initial 18 Seconds</u>	<u>Additional 6 Seconds</u>
\$0.0360	\$0.0120

B. Global Switched Toll Free Service

<u>Initial 18 Seconds</u>	<u>Additional 6 Seconds</u>
\$0.0360	\$0.0120

C. Global Dedicated One Plus Service

<u>Initial 18 Seconds</u>	<u>Additional 6 Seconds</u>
\$0.0210	\$0.0070

D. Global Dedicated Toll Free Service

<u>Initial 18 Seconds</u>	<u>Additional 6 Seconds</u>
\$0.0210	\$0.0070

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Effective Date:

SECTION 4 – RATES, Continued**4.1. SERVICE CHARGES, Continued**

4.1.2. TCO Quality + Service

A. Quality + Switched One Plus Service

<u>Initial 18 Seconds</u>	<u>Additional 6 Seconds</u>
\$0.0270	\$0.0090

B. Quality + Switched Toll Free Service

<u>Initial 18 Seconds</u>	<u>Additional 6 Seconds</u>
\$0.0300	\$0.0100

C. Quality + Dedicated One Plus Service

<u>Initial 18 Seconds</u>	<u>Additional 6 Seconds</u>
\$0.0180	\$0.0060

D. Quality + Dedicated Toll Free Service

<u>Initial 18 Seconds</u>	<u>Additional 6 Seconds</u>
\$0.0180	\$0.0060

4.1.3 TCO Select Service

A. Select Switched One Plus Service

<u>Initial 18 Seconds</u>	<u>Additional 6 Seconds</u>
\$0.0330	\$0.0110

B. Select Switched Toll Free Service

<u>Initial 18 Seconds</u>	<u>Additional 6 Seconds</u>
\$0.0330	\$0.0110

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SECTION 4 – RATES, Continued**4.1. SERVICE CHARGES, Continued**

4.1.4. TCO Calling Card Service

<u>Initial 30 Seconds</u>	<u>Additional 6 Seconds</u>
\$0.1000	\$0.0200

4.1.5. Dedicated Services Installation Rates and Charges

Rates for installation of dedicated facilities, and recurring charges associated with such facilities used for combined intra and interstate service, are included with the Company's interstate service offerings and may be obtained by contacting Customer Service at 800-391-1551.

4.2. PRIVATE LINE SERVICES RATES

Private Line Service rates will be developed on an individual case basis in accordance with underlying carrier rates and Customer term and volume commitments.

4.3. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service offered under this Tariff. Rates quoted in response to such competitive requests may be different than those specified for such Services in this Tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

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SECTION 4 – RATES, Continued**4.4. SPECIAL RATES FOR THE HANDICAPPED**

4.4.1. Directory Assistance

There shall be no charge for up to fifty calls per billing cycle from lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of 50 within a billing cycle.

4.4.2. Hearing and Speech Impaired Persons

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

4.4.3. Telecommunications Relay Service

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

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President
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EXHIBIT D

MANAGEMENT EXPERIENCE
(Attached)

TCO Network

A thick black horizontal line with a jagged, zig-zag shape on the left side, extending across the top of the page.

WILLIAM LINSMEIER

TCO Network's owner and President, William Linsmeier, has extensive management experience in the telecommunications field. His career began in 1985 in National Account Sales for LDDS and Sprint. In 1989, he founded AlterNet, Inc., which pioneered non-facilities based long distance resale and provided long distance and toll-free service to businesses in the upper Midwest. In 1992, he formed Telecom One with two partners and served as Vice President of Sales & Marketing until becoming President in 1997. After helping orchestrate the merger of Telecom One and IXC Communications, he founded TCO Network in 1998.

William Linsmeier is also a charter member of Ascent, formerly Telecommunications Reseller Association (TRA) and served as a past director of Telecommunications Professional of Wisconsin (TPW). He graduated with a BA from the University of Wisconsin in 1984.

EXHIBIT E

FINANCIAL STATEMENTS

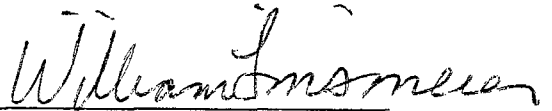
(Attached)

Applicant's verified financial statements are attached hereto. Applicant considers its financial statements to be proprietary and confidential. The data contained in these documents reveal the size, nature and scope of Applicant's business and financial operations to competitors and potential competitors. Therefore, pursuant to Applicant's Motion for Protective Order, Applicant requests that the Commission treat Applicant's financial statements as proprietary, to maintain the confidentiality of the data contained therein. Applicant's financial statements are submitted under protective seal, accordingly.

VERIFICATION OF FINANCIAL STATEMENTS

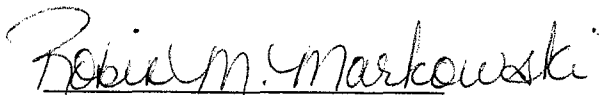
STATE OF WISCONSIN)
)
COUNTY OF WAUKESHA) ss.

I, William Linsmeier, being first duly sworn and deposed, state that I am President of TCO Network, Inc., Applicant in this matter, and am authorized to make this verification; that I have read the foregoing financial statements and know the contents thereof; and as to those matters that are therein stated on information or belief, I believe them to be true.



William Linsmeier

Subscribed and sworn to before me this 14 day of February 2003.



Notary Public in and for the State of Wisconsin,

residing at:
3515 S. Cass-Adams Dr.
New Berlin, WI

My Commission Expires: 2/12/06

APPENDIX A

APPLICANT ACKNOWLEDGEMENT STATEMENT
(Attached)

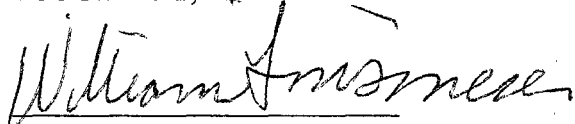
APPLICANT ACKNOWLEDGMENT STATEMENT

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 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.

Respectfully submitted this 14 day of February 2003.

TCO Network, Inc.

By:



William Linsmeier

President

14540 Club Drive

Elm Grove, Wisconsin 53122

Telephone: 262.821.9200

Facsimile: 262.821.9211

APPENDIX B

CERTIFICATE TRANSFER OR ASSIGNMENT STATEMENT

Not applicable.

APPENDIX C

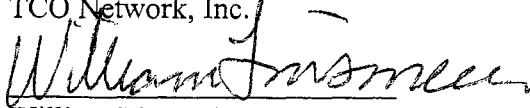
CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

(Attached)

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

Applicant will not collect deposits nor will it collect payments for service more than one month in advance.

Respectfully submitted this 14 day of February 2003.

TCO Network, Inc.
By: 
William Linsmeier
President
14540 Club Drive
Elm Grove, Wisconsin 53122

Telephone: 262.821.9200
Facsimile: 262.821.9211

APPENDIX D
CURRENT FLORIDA INTRASTATE SERVICES
(Attached)

CURRENT FLORIDA INTRASTATE SERVICES

Applicant has previously provided intrastate telecommunications services in Florida.

Respectfully submitted this 14 day of February 2003.

TCO Network, Inc.
By: William Linsmeier
William Linsmeier
President
14540 Club Drive
Elm Grove, Wisconsin 53122

Telephone: 262.821.9200
Facsimile: 262.821.9211

APPENDIX E

AFFIDAVIT
(Attached)

AFFIDAVIT

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the Applicant has the technical expertise, managerial ability, and financial capability to provide interexchange telecommunications service in the State of Florida. I have read the foregoing and declare that to the best of my knowledge and belief, the information is a true and correct statement. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

Further, I am aware that pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083."

Respectfully submitted this 14 day of February 2003.

TCQ Network, Inc.
By: William Linsmeier
William Linsmeier
President
14540 Club Drive
Elm Grove, Wisconsin 53122

Telephone: 262.821.9200
Facsimile: 262.821.9211