

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

LEON L. NOWALSKY  
MONICA R. BORNE

BENJAMIN W. BRONSTON

3900 NORTH CAUSEWAY BOULEVARD  
SUITE 1275  
METAIRIE, LOUISIANA 70002  
TELEPHONE: (504) 832-1984  
FACSIMILE: (504) 831-0892

April 10, 1996

**VIA AIRBORNE EXPRESS**

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

RECEIVED  
APR 12 11 17 AM '96  
ADMINISTRATION  
MAIL ROOM

RE: TLX Communications, Inc.  
Application and Tariff

960475-TI

Dear Sir or Madam:

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

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

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

Sincerely,

Benjamin W. Bronston

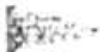
BWB/cb  
Enclosures

Check 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.

*A.J.*

RECEIVED & FILED



FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

04237 APR 12 96

FPSC-RECORDS/REPORTING

LEON L. NOWALSKY  
MONICA R. BORNE

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FACSIMILE: (504) 831-0892

April 10, 1996

#801  
\$250.00  
LAF  
BENJAMIN W. BRONSTON

no envelope  
4/12/96

**VIA AIRBORNE EXPRESS**

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

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Benjamin W. Bronston

BWB/cb  
Enclosures

D# 293  
4/15/96

387

RECEIVED  
APR 12 11 21 AM '96  
ADMINISTRATION  
MAIL ROOM

LEON L. NOWALSKY  
MONICA R. BORNE

**NOWALSKY & BRONSTON, L.L.P.**  
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TELEPHONE: (504) 832-1984  
FACSIMILE: (504) 831-0892

#18501  
\$250.00  
2AF  
BENJAMIN W. BRONSTON  
no envelope  
4/11/96

April 10, 1996

**VIA AIRBORNE EXPRESS**

D# 293  
4/15/96

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

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Sincerely,

NOWALSKY-BRONSTON 8-94		801
3900 N. CAUSEWAY BLVD., STE 1275 METAIRIE, LA 70002		
DATE 4/11/96		
PAY TO THE ORDER OF	Florida Sec of State	\$250.00
	Two hundred - fifty	00/100 DOLLARS
<b>Jefferson Guaranty Bank</b>		
P.O. Box 8527 - Metairie, LA 70011		
MEMO: TLX	Christina Bodenheimer	

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

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

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

---

**Instructions**

- A. This form is used for an original application for a certificate and for approval of sale, assignment or transfer of an existing certificate. In case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee (See Appendix A).
- B. Respond to each item requested in the application and appendices. If an item is not applicable, please explain why.
- C. Use a separate sheet for each answer which will not fit the allotted space.
- D. If you have questions about completing the form, contact:

Florida Public Service Commission  
Division of Communications  
Bureau of Service Evaluation  
101 East Gaines Street  
Tallahassee, Florida 32399-0866  
(904) 413-6600

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

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

---

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

DOCUMENT NUMBER-DATE

04237 APR 12 88

FPSC-RECORDS/REPORTING

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

Fictitious name registration number: N/A

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

(1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, please explain. N/A

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

8. If incorporated, please give:

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

Corporate charter number: F96000000248

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

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

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25-24.473 & 25-24.480(2)

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04237 APR 12 88

FPSC-RECORDS/REPORTING

1. This is an application for (check one):

- Original Authority (New company).
- Approval of Transfer (To another certificated company).
- Approval of Assignment of existing certificate (To a noncertificated company).
- Approval for transfer of control (To another certificated company).

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

TLX COMMUNICATIONS, INC.

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

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

263 Third ST., Suite 208  
Baton Rouge, LA 70801

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

N/A

6. Structure of organization:

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

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

N/A

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

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

Fictitious name registration number: N/A

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

(1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, please explain. N/A

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

8. If incorporated, please give:

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

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

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

(a) The application: Ben Bronston, <sup>Attorney</sup> NOWALSKY \*  
BRONSTON, 3900 N. CAUSEWAY Blvd., SUITE 1275,  
METAIRIE, LA 70002 (504) 832-1984

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

John H. Brydels, Jr., President, 263 Third St. #208  
BATON ROUGE, LA 70801 (504) 387-4438

- (c) Tariff: Ben Bronston, Attorney  
(SAME AS ABOVE)

(d) Complaints/Inquiries from customers:

Kyle Coats, Customer Service mgr.  
263 Third St. #208 BATON ROUGE, LA 70801  
1-800-324-1500

10. List the states in which the applicant:

(a) Has operated as an interexchange carrier.

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

ARKANSAS, Georgia, Indiana, Illinois  
NORTH CAROLINA

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

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

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

N/A

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

N/A

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

MTS with distance sensitive per minute rates

Method of access is FGA

Method of access is FGB

Method of access is FGD

Method of access is 800

MTS with route specific rates per minute

Method of access is FGA

Method of access is F B

Method of access is FGD

Method of access is 800

MTS with statewide flat rates per minute (i.e. not distance sensitive)

Method of access is FGA

Method of access is FGB

Method of access is FGD

Method of access is 800

MTS for pay telephone service providers

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

800 Service (Toll free)

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

\_\_\_ Private Line services (Channel Services)  
(For ex. 1.544 mbs., DS-3, etc.)

Travel Service

Method of access is 950

Method of access is 800

\_\_\_ 900 service

\_\_\_ Operator Services

\_\_\_ Available to presubscribed customers

\_\_\_ Available to non presubscribed customers (for  
example to patrons of hotels, students in  
universities, patients in hospitals

\_\_\_ Available to inmates

Services included are:

\_\_\_ Station assistance

\_\_\_ Person to Person assistance

\_\_\_ Directory assistance

\_\_\_ Operator verify and interrupt

\_\_\_ Conference Calling

\_\_\_ Other:

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

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

( ) Facilities. ( ) Operators.

( ) Billing and Collection. ( ) Sales.

( ) Maintenance.

( ) Other: \_\_\_\_\_

14. Will your marketing program:

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

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

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

- Residential customers.  Business customers.
- PATS providers.  PATS station end-users.
- Hotels & motels.  Hotel & motel guests.
- Universities.  Univ. dormitory residents.
- Other: (specify) \_\_\_\_\_.

17. Please provide the following (if applicable):

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

*YES*

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

*N/A*

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

*Attached EXHIBIT B*

**\*\* APPLICANT ACKNOWLEDGEMENT STATEMENT \*\***

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of one and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** A non-refundable application fee of \$250.00 must be submitted with the application.
5. **LEC BYPASS RESTRICTIONS:** I acknowledge the Commission's policy that interexchange carriers shall not construct facilities to bypass the LECs without first demonstrating to the Commission that the LEC cannot offer the needed facilities at a competitive price and in a timely manner.
6. **RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange telephone service.
7. **ACCURACY OF APPLICATION:** By my signature below, I attest to the accuracy of the information contained in this application and associated attachments.

John H. Brydels, Jr.

*John Brydels*

4/11/96

Typed name and signature of owner  
or chief officer.

Date

**ATTACHMENTS:**

- A - CERTIFICATE TRANSFER STATEMENT
  - B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
  - C - INTRASTATE NETWORK
  - D - FLORIDA TELEPHONE EXCHANGES  
AND EAS ROUTES
  - E - GLOSSARY
- FORM PSC/CMU 31 (4/91)

**\*\* APPENDIX A \*\***

CERTIFICATE TRANSFER STATEMENT

I, (TYPED NAME) \_\_\_\_\_,  
current holder of certificate number \_\_\_\_\_, have  
reviewed this application and join in the petitioner's request.

\_\_\_\_\_  
Signature of owner or chief  
officer of the certificate  
holder

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**\*\* APPENDIX B \*\***

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

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

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

\_\_\_\_\_  
Typed name and signature of  
Owner or Chief officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**\*\* APPENDIX C \*\***

INTRASTATE NETWORK

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

1)

2)

3)

4)

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

1)

2)

3)

4)

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

1) POP-to-POP

TYPE

OWNERSHIP

2)

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



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

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

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

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

John H. Brydels, Jr.

*John Brydels*

Typed name and signature or  
Owner or Chief officer.

President

Title

4/11/96

Date

\*\* APPENDIX D \*\*

FLORIDA TELEPHONE EXCHANGES

AND

EAS ROUTES

Describe the service area in which you hold yourself out to provide service by telephone company exchange. If all services listed in your tariff are not offered at all locations, so indicate.

In an effort to assist you, attached is a list of major exchanges in Florida showing the small exchanges with which each has extended area service (EAS).

John H. Brydels

John Brydels  
Typed name and signature of  
Owner/Chief Officer

President  
Title

4/11/96



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

Extended Service Area	with	These Exchanges
PENSACOLA:		Cantonment, Gulf Breeze Pace, Milton Holley-Navarre.
PANAMA CITY:		Lynn Haven, Panama City Beach, Youngstown-Fountain and Tyndall AFB.
TALLAHASSEE:		Crawfordville, Havana, Monticello, Panacea, Sopchoppy and St. Marks.
JACKSONVILLE:		Baldwin, Ft. George, Jacksonville Beach, Callahan, Maxville, Middleburg Orange Park, Ponte Vedra and Julington.
GAINESVILLE:		Alachua, Archer, Brooker, Hawthorne, High Springs, Melrose, Micanopy, Newberry and Waldo.
OCALA:		Belleview, Citra, Dunnellon, Forest Lady Lake (B21), McIntosh, Oklawaha, Orange Springs, Salt Springs and Silver Springs Shores.
DAYTONA BEACH:		New Smyrna Beach.
TAMPA:	Central	None
	East	Plant City
	North	Zephyrhills
	South	Palmetto
	West	Clearwater
CLEARWATER:		St. Petersburg, Tampa-West and Tarpon Springs.
ST. PETERSBURG:		Clearwater.
LAKELAND:		Bartow, Mulberry, Plant City, Polk City and Winter Haven.

♦♦ FLORIDA EAS MAJOR EXCHANGES CONTINUE ♦♦

ORLANDO: Apopka, East Orange, Lake Buena Vista, Oviedo, Windermere, Winter Garden, Winter Park, Montverde, Reedy Creek, and Oviedo-Winter Springs.

WINTER PARK: Apopka, East Orange, Lake Buena Vista, Orlando, Oviedo, Sanford, Windermere, Winter Garden, Oviedo-Winter Springs Reedy Creek, Geneva and Montverde.

TITUSVILLE: Cocoa and Cocoa Beach.

COCOA: Cocoa Beach, Eau Gallie, Melbourne and Titusville.

MELBOURNE: Cocoa, Cocoa Beach, Eau Gallie and Sebastian.

SARASOTA: Bradenton, Myakka and Venice.

FT. MYERS: Cape Coral, Ft. Myers Beach, North Cape Coral, North Ft. Myers, Pine Island, Lehigh Acres and Sanibel-Captiva Islands.

NAPLES: Marco Island and North Naples.

WEST PALM BEACH: Boynton Beach and Jupiter.

POMPANO BEACH: Boca Raton, Coral Springs, Deerfield Beach and Ft. Lauderdale.

FT. LAUDERDALE: Coral Springs, Deerfield Beach, Hollywood and Pompano Beach.

HOLLYWOOD: Ft. Lauderdale and North Dade.

NORTH DADE: Hollywood, Miami and Perrine.

MIAMI: Homestead, North Dade and Perrine

**\*\* APPENDIX E \*\***

**\*\* GLOSSARY \*\***

**ACCESS CODE:** The term denotes a uniform four or seven digit code assigned to an individual IXC. The five digit code has the form 10XXX and the seven digit code has the form 950-10XX.

**BYPASS:** Transmission facilities that go direct from the local exchange end user to an IXC point of presence, thus bypassing the local exchange company.

**CARRIERS CARRIER:** An IXC that provides telecommunications service, mainly bulk transmission service, to other IXC only.

**CENTRAL OFFICE:** A local operating unit by means of which connections are established between subscribers' lines and trunk or toll lines to other central offices within the same exchange or other exchanges. Each three (3) digit central office code (NXX) used shall be considered a separate central office unit.

**CENTRAL OFFICE CODE:** The term denotes the first three digits (NXX) of the seven (7) digit telephone number assigned to a customer's telephone exchange service.

**COMMISSION:** The Florida Public Service Commission.

**COMPANY, TELEPHONE COMPANY, UTILITY:** These terms may be used interchangeably herein and shall mean any person, firm, partnership or corporation engaged in the business of furnishing communication service to the public under the jurisdiction of the Commission.

**DEDICATED FACILITY:** The term denotes a transmission circuit which is permanently for the exclusive use of a customer or a pair of customers.

**END USER:** The term denotes any individual, partnership, association, corporation, governmental agency or any other entity which (A) obtains a common line, uses a pay telephone or obtains interstate service arrangements in the operating territory of the company or (B) subscribes to interstate services provided by an IXC or uses the services of the IXC when the IXC provides interstate service for its own use.

**EQUAL ACCESS EXCHANGE AREAS:** EAEA means a geographic area, configured based on 1987 planned toll center/access tandem areas, in which local exchange companies are responsible for providing equal access to both carriers and customers of carriers in the most economically efficient manner.

**EXCHANGE:** The entire telephone plant and facilities used in providing telephone service to subscribers located in an exchange area. An exchange may include more than one central office unit.

**EXCHANGE (SERVICE) AREA:** The territory, including the base rate suburban and rural areas served by an exchange, within which local telephone service is furnished at the exchange rates applicable within that area.

**EXTENDED AREA SERVICE:** A type of telephone service furnished under tariff provision whereby subscribers of a given exchange or area may complete calls to, and receive messages from, one or more other contiguous exchanges without toll charges, or complete calls to one or more other exchanges without toll message charges.

**FACILITIES BASED:** An IXC that has its own transmission and/or switching equipment or other elements of equipment and does not rely on others to provide this service.

**FOREIGN EXCHANGE SERVICES:** A classification of exchange service furnished under tariff provisions whereby a subscriber may be provided telephone service from an exchange other than the one from which he would normally be served.

**FEATURE GROUPS:** General categories of unbundled tariffs to stipulate related services.

**Feature Group A:** Line side connections presently serving specialized common carriers.

**Feature Group B:** Trunk side connections without equal digit or code dialing.

**Feature Group C:** Trunk side connections presently serving AT&T-C.

**Feature Group D:** Equal trunk access with subscription.

**INTEREXCHANGE COMPANY:** means any telephone company, as defined in Section 364.02(4), F.S. (excluding Payphone Providers), which provides telecommunication service between exchange areas as those areas are described in the approved tariffs of individual local exchange companies.

**INTER-OFFICE CALL:** A telephone call originating in one central office unit or entity but terminating in another central office unit or entity both of which are in the same designated exchange area.

**INTRA-OFFICE CALL:** A telephone call originating and terminating within the same central office unit or entity.

FORM PSC/CMU 31 (4/91)

**INTRASTATE COMMUNICATIONS:** The term denotes any communications in Florida subject to oversight by the Florida Public Service Commission as provided by the laws of the State.

**INTRA-STATE TOLL MESSAGE:** Those toll messages which originate and terminate within the same state.

**LOCAL ACCESS AND TRANSPORT AREA:** LATA means the geographic area established for the administration of communications service. It encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

**LOCAL EXCHANGE COMPANY (LEC):** Means any telephone company, as defined in Section 364.02(4), F.S., which, in addition to any other telephonic communication service, provides telecommunication service within exchange areas as those areas are described in the approved tariffs of the telephone company.

**OPTIONAL CALLING PLAN:** An optional service furnished under tariff provisions which recognizes a need of some subscribers for extended area calling without imposing the cost on the entire body of subscribers.

**900 SERVICE:** A service similar to 800 service, except this service is charged back to the customer based on first minute plus additional minute usage.

**PIN NUMBER:** A group of numbers used by a company to identify their customers.

**PAY TELEPHONE SERVICE COMPANY:** Means any telephone company, other than a Local Exchange Company, which provides pay telephone service as defined in Section 364.335(4), F.S.

**POINT OF PRESENCE (POP):** Bell-coined term which designates the actual (physical) location of an IXC's facility. Replaces some applications of the term "demarcation point."

**PRIMARY SERVICE:** Individual line service or party line service.

**RESELLER:** An IXC that does not have certain facilities but purchases telecommunications service from an IXC and then resells that service to others.

**STATION:** A telephone instrument consisting of a transmitter, receiver, and associated apparatus so connected as to permit sending and/or receiving telephone messages.



**SUBSCRIBER, CUSTOMER:** These terms may be used interchangeably herein and shall mean any person, firm, partnership, corporation, municipality, cooperative organization, or governmental agency supplied with communication service by a telephone company.

**SUBSCRIBER LINE:** The circuit or channel used to connect the subscriber station with the central office equipment.

**SWITCHING CENTER:** Location at which telephone traffic, either local or toll, is switched or connected from one circuit or line to another. A local switching center may be comprised of several central office units.

**TRUNK:** A communication channel between central office units or entities, or private branch exchanges.

EXHIBIT A

Certificate of Authority



FLORIDA DEPARTMENT OF STATE  
Sandra B. Mortham  
Secretary of State

January 16, 1996

CORPORATE ACCESS

Qualification documents for TLX COMMUNICATIONS, INC. were filed on January 16, 1996, and assigned document number F96000000248. 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.

Jennifer Sindt  
Document Examiner  
Division of Corporations

Letter Number: 796A00001900

APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO  
TRANSACT BUSINESS IN FLORIDA

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

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

2. Louisiana 3. 72-1014407  
(State or country under the law of which it is incorporated) (FEI number, if applicable)

4. 6/1/84 5. perpetual  
(Date of Incorporation) (Duration: Year corp. will cease to exist or "perpetual")

6. upon qualification  
(Date first transacted business in Florida. (See sections 607.1501, 607.1502, and 817.155, F.S.)

7. 263 Third Street, Suite 208  
Baton Rouge, LA 70801  
(Current mailing address)

8. The sale of long distance telecommunications services.  
(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:

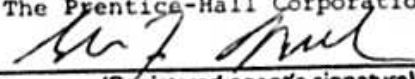
Name: The Prentice-Hall Corporation  
System, Inc.

Office Address: 1201 Hays Street, Suite 105

Tallahassee, Florida, 32301  
(Zip Code)

10. Registered agent's acceptance:

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

The Prentice-Hall Corporation System, Inc.  
By:   
(Registered agent's signature)  
*Ellen F. Melnick, Assistant Secretary*

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  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
96 JAN 16 AM 11:41

12. Names and addresses of officers and/or directors:

A. DIRECTORS

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

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

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

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

Director: John H. Brydels, Jr.

Address: 263 Third St., Suite 208

Baton Rouge, LA 70801

Director: Jon C. Seger

Address: 263 Third St., Suite 208

Baton Rouge, LA 70801

B. OFFICERS

President: John H. Brydels, Jr.

Address: 263 Third St., Suit 208

Baton Rouge, LA 70801

Vice President: Jon C. Seger

Address: 263 Third St., Suite 208

Baton Rouge, LA 70801

Secretary: \_\_\_\_\_

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

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

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

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SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
96 JAN 16 AM 11:41

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

13.

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

14.

John H. Brydels, Jr., President  
(Typed or printed name and capacity of person signing application)

EXHIBIT B

Tariff

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Title Sheet

TLX COMMUNICATIONS, INC.

TARIFF NO. 1

This tariff contains the descriptions, regulations and rates applicable to the furnishing of service and facilities for telecommunications services provided by TLX Communications, Inc., with principal offices at 263 Third Street, Suite 208, Baton Rouge, Louisiana 70801. This tariff is on file with the Florida Public Service Commission, and the copies may be inspected during normal business hours at the Company's principal place of business.

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ISSUED:

EFFECTIVE:

ISSUED BY:

John H. Brydels, Jr., President  
TLX Communications, Inc.  
263 Third Street, Suite 208  
Baton Rouge, Louisiana 70801

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**CHECK SHEET**

Sheets 1 through 46 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheets. Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date shown on the bottom of this page.

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

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John H. Brydels, Jr., President  
TLX Communications, Inc.  
263 Third Street, Suite 208  
Baton Rouge, Louisiana 70801



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TLX Communications, Inc.  
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Baton Rouge, Louisiana 70801

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

D - Delete or Discontinue

I - Change Resulting In An Increase to A Customer's Bill

M - Moved From Another Tariff Location

N - New

R - Change Resulting In A Reduction to A Customer's Bill

T - Change In Text or Regulation But No Change In Rate  
or Charge

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between existing sheets with whole numbers, a decimal is added. For example, a new sheet added between Pages 34 and 35 would be 34.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 34 cancels the 3rd revised Sheet 34. Because of deferrals, notice periods, etc., the most current sheet number on file with the Commission is not always the tariff sheet in effect. Consult Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 2.
  - 2.1
  - 2.1.1
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a).I
  - 2.1.1.A.1.(a).I.(i)
  - 2.1.1.A.1.(a).I.(i).(1)
- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current sheet on file with the Commission.

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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

### 1.1 Definitions

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

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

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

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

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

Bandwidth - The total frequency band allocated for a channel.

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

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

Carrier/Company - TLX Communications, Inc., unless otherwise specified or clearly indicated by the context.

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1.1 Definitions (continued)

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

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

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

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

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

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

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

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

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TLX Communications, Inc.  
263 Third Street, Suite 208  
Baton Rouge, Louisiana 70801

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1.1 Definitions (continued)

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

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

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

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

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

Holidays - TLX's recognized holidays are:

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

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

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

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263 Third Street, Suite 208  
Baton Rouge, Louisiana 70801

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1.1 Definitions (continued)

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

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

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

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

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

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

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

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

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

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1.1 Definitions (continued)

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

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

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

Validated Account Codes - Account Codes that have restricted access.

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1.2 Abbreviations

TLX - TLX Communications, Inc.

LATA - Local Access Transport Area

LDA - Local Distribution Area

LEC - Local Exchange Carrier

MTS - Message Toll Service

NSF - Non-Sufficient Funds

OSP - Operator Service Provider

PBX - Private Branch Exchange

SAL - Special Access Line

V&H - Vertical and Horizontal

WATS - Wide Area Telephone Service

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## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of Carrier

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

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

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

### 2.2 Limitations on Service

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

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

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

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

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John H. Brydels, Jr., President  
TLX Communications, Inc.  
263 Third Street, Suite 208  
Baton Rouge, Louisiana 70801

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## 2.3 Use of Service

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

### 2.3.1 Minimum Service Period

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

## 2.4 General Limitation of Liability of Carrier

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

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

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ISSUED:

EFFECTIVE:

ISSUED BY:

John H. Brydels, Jr., President  
TLX Communications, Inc.  
263 Third Street, Suite 208  
Baton Rouge, Louisiana 70801

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**2.4 General Limitation of Liability of Carrier (continued)**

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

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

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

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

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**ISSUED:****EFFECTIVE:****ISSUED BY:**

John H. Brydels, Jr., President  
TLX Communications, Inc.  
263 Third Street, Suite 208  
Baton Rouge, Louisiana 70801

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2.4 General Limitation of Liability of Carrier (continued)

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

2.5 Interruption of Service

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

2.6 Restoration of Service

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

2.7 Responsibility of the Customer

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

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

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TLX Communications, Inc.  
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Baton Rouge, Louisiana 70801

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**2.7 Responsibility of the Customer (Continued)**

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

**2.7.2 Availability of Service for Maintenance, Testing, and Adjustment**

Upon reasonable notice, the equipment provided by Carrier shall be made available for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

**2.7.3 Deposits**

- A. The company does not require a deposit from the customer.
- B. For customers whom the company feel an advance payment is necessary, Carrier reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and, if necessary, a new advance payment will be collected for the next month.

---

**ISSUED:****EFFECTIVE:**

**ISSUED BY:** John H. Brydels, Jr., President  
TLX Communications, Inc.  
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#### 2.7.4 Credit Allowance

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

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

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ISSUED:

EFFECTIVE:

ISSUED BY:

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### 2.7.5 Cancellation by Customer

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

### 2.7.6 Payment and Charges for Services

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

#### A. Payment of Charges

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

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

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### 2.7.6 Payment and Charges for Services

#### A. Payment of Charges (continued)

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

### 2.7.7 Application of Charges

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

## 2.8 Responsibility of Carrier

### 2.8.1 Calculation of Credit Allowance

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

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

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**2.8.1 Calculation of Credit Allowance (Continued)**

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

**2.8.2 Cancellation of Credit**

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

**2.8.3 Disconnection of Service by Carrier**

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

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

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#### 2.8.4 Fractional Charges

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

#### 2.8.5 Uncompleted Call

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

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

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### SECTION 3 - DESCRIPTION OF SERVICE AND RATES

#### 3.1 Timing of Calls

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

There are no charges incurred if a call is not completed.

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

#### 3.2 Start of Billing

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

#### 3.3 Interconnection

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

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

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### 3.4 Terminal Equipment

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

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

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

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

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

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

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### 3.5 Calculation of Distance

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

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

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

### 3.6 Minimum Call Completion Rate

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

### 3.7 Special Services

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

#### 3.7.1 Specific Regulations

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

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

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### 3.7 Special Services

#### 3.7.1 Specific Regulations (Continued)

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

### 3.8 Description of Carrier Service

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

#### 3.8.1 Message Toll Service (MTS)

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

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### 3.8.2 Wats Service

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

### 3.8.3 800 Services

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

#### A. Availability of 800 Service

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

#### B. Use of the 800 Service

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

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### 3.8.3 800 Services

#### B. Use of the 800 Service

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

#### C. Provisioning Scope and Responsibility

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

#### D. Design Layout Requirements for 800 Service

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

#### E. Limitation of 800 Service

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

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### 3.8.3 800 Services

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

### 3.8.4 Incoming 800 Service

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

### 3.9 Travel Card Service

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

### 3.10 Directory Assistance

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

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### 3.11 Prepaid Calling Card Service

#### A. General

Prepaid Calling Card Service is voice grade switched telecommunications service that allows an end user to place calls charged to prepaid cards issued by TLX Communications, Inc. (hereafter referred to as Carrier). The end user accesses the Carrier network by dialing the appropriate 800 number printed on the back of the card.

#### B. Unit Value

Carrier Prepaid Calling Card may be obtained from Carrier or authorized resellers/agents of Carrier in various denominations with a per unit value not to exceed \$0.60, inclusive of all taxes. One unit equals one minute (or fraction thereof) of domestic calling. These prices apply twenty four (24) hours a day, seven (7) days a week.

#### C. Collector's Card Value

In certain instances, an additional cost will be added to the card to cover the cost of printing, set up, enhanced features, etc. Additionally, Carrier will provide Prepaid Calling Cards where the card itself has value (i.e. includes a picture of a licensed property or because of the materials used in the production of the card) distinct from the value of the underlying telecommunications service.

The value of the telecommunications service (in units or dollars) will be indicated on the card. The rates, terms, and conditions will be those of the Unit Value stated in subsection B above.

#### D. Availability of Service

Carrier Prepaid Calling Card Service is available twenty-four (24) hours a day, seven (7) days a week. The number of available prepaid cards is subject to technical limitations. Such cards will be offered to customers on a first come, first served basis. Prepaid Calling Card Service can be accessed through touch-tone telephones only.

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E. Exclusions

The following types of calls may not be completed with the Carrier Prepaid Calling Card Service:

- Calls to 500, 700, 800, 900, 976, 888, any N11 nos, including but not limited to 411, 911 and 950 numbers.
- Calls to Directory Assistance.
- Operator Assisted Calls.

F. Card Depletion/Renewal/Expiration

1. Depletion

Carrier Prepaid Calling Card Service will be reduced and depleted based upon customer usage. At the beginning of each call, the user will be notified as to the amount of minutes available on the card. Customers will be given a minimum notice of one minute before the available card balance is depleted. When the balance of available time is depleted, the call will be terminated.

2. Renewal

The end user can extend the use of the Carrier Prepaid Calling Card by charging additional units on an authorized major credit card. The system will "voice prompt" the user through the process necessary to purchase these additional increments. An on-line credit check will be done to ensure that approved credit is available.

3. Expiration

Carrier Prepaid Calling Cards are non-refundable and some cards will expire on the date specified on the card while others will expire one (1) year from the date of first use.

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G. Conditions of Service

Carrier is not liable or responsible for theft, loss or unauthorized use of the Prepaid Calling Card or the Prepaid Calling Card's PIN (Personal Identification Number). When applicable, the reseller of Carrier Prepaid Calling Cards is solely responsible for the collection and payment of all applicable federal, state or local use, excise, sales and/or privilege taxes, duties or any similar fees that may be assessed by any government body and/or regulatory authority in connection with the service.

1. In the event of a failure of service of which Carrier has been notified, a credit allowance will be issued for such service failures as designated herein and will be calculated pursuant hereto.

- H. In addition to the purchase of individual Prepaid Calling Cards by consumers, Carrier will also make Prepaid Calling Cards available to wholesalers or other distributors whose price per card will be determined based on the number of cards purchased and whether or not such purchases will be isolated or made on a recurring basis.

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**SECTION 4 - RATES AND CHARGES****4.1 Rate Periods**

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

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

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

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

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

**4.2 Usage Charges and Billing Increments****A. Usage Charges**

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

**B. Billing Increments**

Depending on the product customer chooses usage is billed in 60 second increments.

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**4.3 MTS Service Plans:****A. Plan A**

1. Plan A is a month-to-month flat rated two-way calling multipoint service, available to commercial customers on a dial-up basis.
2. Rate: \$0.14 per minute [flat] (Day, Evening, Night/Weekend). Based on a monthly call volume of \$4,000 to \$4,999.
3. Billing: Plan A is billed at an initial 60 second increment with 6 second increments thereafter.

**B. Plan B**

1. Plan B is a month-to-month flat rated two-way calling multipoint service, available to commercial customers on a dial-up basis.
2. Rate: \$0.15 per minute [flat] (Day, Evening, Night/Weekend). Based on a monthly call volume of \$3,000 to \$3,999.
3. Billing: Plan B is billed at an initial 60 second increment with 6 second increments thereafter.

**C. Plan C**

1. Plan C is a month-to-month flat rated two-way calling multipoint service, available to commercial customers on a dial-up basis.
2. Rate: \$0.16 per minute [flat] (Day, Evening, Night/Weekend). Based on a monthly call volume of \$2,000 to \$2,999.
3. Billing: Plan C is billed at an initial 60 second increment with 6 second increments thereafter.

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**D. Plan D**

1. Plan D is a month-to-month flat rated two-way calling multipoint service, available to commercial customers on a dial-up basis.
2. Rate: \$0.17 per minute [flat] (Day, Evening, Night/Weekend). Based on a monthly call volume of \$1,000 to \$1,999.
3. Billing: Plan D is billed at an initial 60 second increment with 6 second increments thereafter.

**E. Plan E**

1. Plan E is a month-to-month flat rated two-way calling multipoint service, available to commercial customers on a dial-up basis.
2. Rate: \$0.18 per minute [flat] (Day, Evening, Night/Weekend). Based on a monthly call volume of \$-0- to \$999.
3. Billing: Plan E is billed at an initial 60 second increment with 6 second increments thereafter.

**F. Plan F**

1. Plan F is a month-to-month flat rated two-way calling multipoint service, available to residential customers on a dial-up basis.
2. Rate: \$0.20 per minute (Day)  
\$0.14 per minute (Evening)  
\$0.14 per minute (Night/Weekend). No volume commitment.
3. Billing: Plan F is billed in 60 second increments.

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**G. Plan G**

1. Plan G is a one year term, one-way outbound service requiring the customer to originate calls via a dedicated access facility which is provided by the local exchange carrier.
2. Rate: \$0.08 per minute [flat] (Day, Evening, Night/Weekend). Based on a monthly call volume of greater than \$20,000.
3. Billing: Plan G is billed at an initial 60 second increment with 6 second increments thereafter.

**H. Plan H**

1. Plan H is a one year term, one-way outbound service requiring the customer to originate calls via a dedicated access facility which is provided by the local exchange carrier.
2. Rate: \$0.09 per minute [flat] (Day, Evening, Night/Weekend). Based on a monthly call volume of \$15,000 to \$19,999.
3. Billing: Plan H is billed at an initial 60 second increment with 6 second increments thereafter.

**I. Plan I**

1. Plan I is a one year term, one-way outbound service requiring the customer to originate calls via a dedicated access facility which is provided by the local exchange carrier.
2. Rate: \$0.10 per minute [flat] (Day, Evening, Night/Weekend). Based on a monthly call volume of \$10,000 to \$14,999.
3. Billing: Plan I is billed at an initial 60 second increment with 6 second increments thereafter.

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**J. Plan J**

1. Plan J is a one year term, one-way outbound service requiring the customer to originate calls via a dedicated access facility which is provided by the local exchange carrier.
2. Rate: \$0.11 per minute [flat] (Day, Evening, Night/Weekend). Based on a monthly call volume of \$9,000 to \$9,999.
3. Billing: Plan J is billed at an initial 60 second increment with 6 second increments thereafter.

**K. Plan K**

1. Plan K is a one year term, one-way outbound service requiring the customer to originate calls via a dedicated access facility which is provided by the local exchange carrier.
2. Rate: \$0.12 per minute [flat] (Day, Evening, Night/Weekend). Based on a monthly call volume of \$8,000 to \$8,999.
3. Billing: Plan K is billed at an initial 60 second increment with 6 second increments thereafter.

**L. Plan L**

1. Plan L is a one year term, one-way outbound service requiring the customer to originate calls via a dedicated access facility which is provided by the local exchange carrier.
2. Rate: \$0.13 per minute [flat] (Day, Evening, Night/Weekend). Based on a monthly call volume of \$7,000 to \$7,999.
3. Billing: Plan L is billed at an initial 60 second increment with 6 second increments thereafter.

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**M. Plan M**

1. Plan M is a one year term, one-way outbound service requiring the customer to originate calls via a dedicated access facility which is provided by the local exchange carrier.
2. Rate: \$0.14 per minute [flat] (Day, Evening, Night/Weekend). Based on a monthly call volume of \$6,000 to \$6,999.
3. Billing: Plan M is billed at an initial 60 second increment with 6 second increments thereafter.

**N. Plan N**

1. Plan N is a one year term, one-way outbound service requiring the customer to originate calls via a dedicated access facility which is provided by the local exchange carrier.
2. Rate: \$0.15 per minute [flat] (Day, Evening, Night/Weekend). Based on a monthly call volume of \$5,000 to \$5,999.
3. Billing: Plan N is billed at an initial 60 second increment with 6 second increments thereafter.

**4.4 800 Service Plans:****A. Plan A**

1. Plan A is a month-to-month, incoming service that allows calls which originate on the feature group facilities provided by the local exchange carrier to be terminated on a regular business line or special access line.
2. Rate: \$0.15 per minute [flat] (Day, Evening, Night/Weekend). Based on a monthly call volume of \$4,000 to \$4,999.
3. Billing: Plan A is billed at an initial 60 second increment with 6 second increments thereafter.

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**B. Plan B**

1. Plan B is a month-to-month, incoming service that allows calls which originate on the feature group facilities provided by the local exchange carrier to be terminated on a regular business line or special access line.
2. Rate: \$0.16 per minute [flat] (Day, Evening, Night/Weekend). Based on a monthly call volume of \$3,000 to \$3,999.
3. Billing: Plan B is billed at an initial 60 second increment with 6 second increments thereafter.

**C. Plan C**

1. Plan C is a month-to-month, incoming service that allows calls which originate on the feature group facilities provided by the local exchange carrier to be terminated on a regular business line or special access line.
2. Rate: \$0.17 per minute [flat] (Day, Evening, Night/Weekend). Based on a monthly call volume of \$2,000 to \$2,999.
3. Billing: Plan C is billed at an initial 60 second increment with 6 second increments thereafter.

**D. Plan D**

1. Plan D is a month-to-month, incoming service that allows calls which originate on the feature group facilities provided by the local exchange carrier to be terminated on a regular business line or special access line.
2. Rate: \$0.18 per minute [flat] (Day, Evening, Night/Weekend). Based on a monthly call volume of \$1,000 to \$1,999.
3. Billing: Plan D is billed at an initial 60 second increment with 6 second increments thereafter.

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**E. Plan E**

1. Plan E is a month-to-month, incoming service that allows calls which originate on the feature group facilities provided by the local exchange carrier to be terminated on a regular business line or special access line.
2. Rate: \$0.19 per minute [flat] (Day, Evening, Night/Weekend). Based on a monthly call volume of \$500 to \$999.
3. Billing: Plan E is billed at an initial 60 second increment with 6 second increments thereafter.

**F. Plan F**

1. Plan F is a month-to-month, incoming service that allows calls which originate on the feature group facilities provided by the local exchange carrier to be terminated on a regular business line or special access line.
2. Rate: \$0.20 per minute [flat] (Day, Evening, Night/Weekend). Based on a monthly call volume of \$-0- to \$499.
3. Billing: Plan F is billed at an initial 60 second increment with 6 second increments thereafter.

**G. Plan G**

1. Plan G is a one year term, incoming service that allows calls which originate on the feature group facilities provided by the local exchange carrier to be terminated on a dedicated facility.
2. Rate: \$0.10 per minute [flat] (Day, Evening, Night/Weekend). Based on a monthly call volume of greater than \$20,000.
3. Billing: Plan A is billed at an initial 60 second increment with 6 second increments thereafter.

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**H. Plan H**

1. Plan H is a one year term, incoming service that allows calls which originate on the feature group facilities provided by the local exchange carrier to be terminated on a dedicated facility.
2. Rate: \$0.11 per minute [flat] (Day, Evening, Night/Weekend). Based on a monthly call volume of \$15,000 to \$19,999.
3. Billing: Plan H is billed at an initial 60 second increment with 6 second increments thereafter.

**I. Plan I**

1. Plan I is a one year term, incoming service that allows calls which originate on the feature group facilities provided by the local exchange carrier to be terminated on a dedicated facility.
2. Rate: \$0.12 per minute [flat] (Day, Evening, Night/Weekend). Based on a monthly call volume of \$10,000 to \$14,999.
3. Billing: Plan I is billed at an initial 60 second increment with 6 second increments thereafter.

**J. Plan J**

1. Plan J is a one year term, incoming service that allows calls which originate on the feature group facilities provided by the local exchange carrier to be terminated on a dedicated facility.
2. Rate: \$0.13 per minute [flat] (Day, Evening, Night/Weekend). Based on a monthly call volume of \$9,000 to \$9,999.
3. Billing: Plan J is billed at an initial 60 second increment with 6 second increments thereafter.

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**K. Plan K**

1. Plan K is a one year term, incoming service that allows calls which originate on the feature group facilities provided by the local exchange carrier to be terminated on a dedicated facility.
2. Rate: \$0.14 per minute [flat] (Day, Evening, Night/Weekend). Based on a monthly call volume of \$8,000 to \$8,999.
3. Billing: Plan K is billed at an initial 60 second increment with 6 second increments thereafter.

**L. Plan L**

1. Plan L is a one year term, incoming service that allows calls which originate on the feature group facilities provided by the local exchange carrier to be terminated on a dedicated facility.
2. Rate: \$0.15 per minute [flat] (Day, Evening, Night/Weekend). Based on a monthly call volume of \$7,000 to \$7,999.
3. Billing: Plan L is billed at an initial 60 second increment with 6 second increments thereafter.

**M. Plan M**

1. Plan M is a one year term, incoming service that allows calls which originate on the feature group facilities provided by the local exchange carrier to be terminated on a dedicated facility.
2. Rate: \$0.16 per minute [flat] (Day, Evening, Night/Weekend). Based on a monthly call volume of \$6,000 to \$6,999.
3. Billing: Plan M is billed at an initial 60 second increment with 6 second increments thereafter.

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**N. Plan N**

1. Plan N is a one year term, incoming service that allows calls which originate on the feature group facilities provided by the local exchange carrier to be terminated on a dedicated facility.
2. Rate: \$0.17 per minute [flat] (Day, Evening, Night/Weekend). Based on a monthly call volume of \$5,000 to \$5, 999.
3. Billing: Plan N is billed at an initial 60 second increment with 6 second increments thereafter.

**4.5 Travel Card Service Plans:****A. Plan A**

1. Plan A is a special travel feature whereby a commercial customer may access the network by means of an 800 number (provided by Carrier) from any touchtone phone in the continental U. S.
2. Rate: \$0.25 per minute [flat] (Day, Evening, Night/Weekend).
3. Billing: Plan A is billed in 60 second increments.

**B. Plan B**

1. Plan B is a special travel feature whereby a residential customer may access the network by means of an 800 number (provided by Carrier) from any touchtone phone in the continental U. S.
2. Rate: \$0.32 per minute (Day)  
\$0.27 per minute (Evening)  
\$0.22 per minute (Night/Weekend). Based on a monthly call volume of greater than \$500.
3. Billing: Plan B is billed in 60 second increments.

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C. Plan C

1. Plan C is a special travel feature whereby a residential customer may access the network by means of an 800 number (provided by Carrier) from any touchtone phone in the continental U. S.
2. Rate: \$0.38 per minute (Day)  
\$0.27 per minute (Evening)  
\$0.22 per minute (Night/Weekend). No monthly call volume commitment.
3. Billing: Plan C is billed in 60 second increments.

4.6 Prepaid Calling Card Services:

A. General

Prepaid Calling Card Service is voice grade switched telecommunications service that allows an end user to place calls charged to prepaid cards issued by TLX Communications, Inc. (hereafter referred to as Carrier). The end user accesses the Carrier network by dialing the appropriate 800 number printed on the back of the card.

B. Unit Value

Carrier Prepaid Calling Cards may be obtained from Carrier or authorized resellers/agents of Carrier in various denominations with a per unit value not to exceed \$0.60, inclusive of all taxes. One unit equals one minute (or fraction thereof) of domestic calling. These prices apply twenty four (24) hours a day, seven (7) days a week.

C. Collector's Card Value

In certain instances, an additional cost will be added to the card to cover the cost of printing, set up, enhanced features, etc. Additionally, Carrier will provide Prepaid Calling Cards where the card itself has value (i.e. includes a picture of a licensed property or because of the materials used in the production of the card) distinct from the value of the underlying telecommunications service.

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The value of the telecommunications service (in units or dollars) will be indicated on the card. The rates, terms, and conditions will be those of the Unit Value stated in subsection B above.

D. Prepaid Calling Card Plans:

**one (1) unit = one (1) minute**

Plan A	\$0.20 per unit	- Over 15,000 units
Plan B	\$0.25 per unit	- 10,000 - 14,000 units
Plan C	\$0.30 per unit	- 5,000 - 9,999 units
Plan D	\$0.35 per unit	- 4,000 - 4,999 units
Plan E	\$0.40 per unit	- 3,000 - 3,999 units
Plan F	\$0.45 per unit	- 2,000 - 2,999 units
Plan G	\$0.50 per unit	- 1,000 - 1,999 units
Plan H	\$0.55 per unit	- 500 - 999 units
Plan I	\$0.60 per unit	- no unit commitment

4.7 Special Promotions

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

4.8 Directory Assistance

The Company does not currently provide Directory Assistance services.

4.9 Rates Applicable for Hearing/Speech Impaired Persons

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for all intrastate toll calls placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to one-half the normal charges applying to the call.

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