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METAIRIE, LOUISIANA 70002
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May 20, 1996

DEPOSIT TREAS. REC. DATE

0315 MAY 22 '96

Florida Public Service Commission
Division of Administration
2450 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

960636-TI

RE: TOUCH TONE AMERICA, INC.


Dear Sirs:

Enclosed herewith for filing please find an original and twelve (12) copies of the application for authority to provide interexchange telecommunications service submitted on behalf of Touch Tone America, Inc.

Please acknowledge receipt of this filing by date stamping and returning the additional copy of this letter in the self-addressed envelope provided.

Thank you for your assistance. If you should have any questions, please do not hesitate to contact this office.

Sincerely,


Monica R. Borne

Enclosure

TOUCH TONE AMERICA, INC.
602-874-4500
4110 N. SCOTTSDALE RD., STE. 170
SCOTTSDALE, AZ 85251

5170

PAY TO THE ORDER OF

Florida Public Service Commission

\$ 250.00

Two Hundred Fifty & no/100

DOLLARS

Bank of America
Paradise Valley Branch 02281
4574 E. Cactus Rd.
Phoenix, AZ 85032
257-001 in Phoenix, 800-384-8491 Nationwide

FOR

Filing Fee

DOCUMENT NUMBER-DATE



29 MAY 21 96

FPSC-RECORDS/REPORTING

LEON L. NOWALSKY
MONICA R. BORNE

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Enclosure

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
ADMINISTRATION
MAIL ROOM

MAY 21 1 08 PM '96

DOCUMENT NUMBER - DATE

05629 MAY 21 96

FPSC-RECORDS/REPORTING

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

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

960636-TI

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) 488-1280

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

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

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

DOCUMENT NUMBER-DATE

05629 MAY 21 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:
- Touch Tone America, 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).
- 4110 N. Scottsdale Rd., Suite 170
Scottsdale, Arizona 85251
5. Florida address (including street name & number, post office box, city, state and zip code):
- None
6. Structure of organization;
- Individual
 - Foreign Corporation
 - General Partnership
 - Other, _____
 - Corporation
 - Foreign Partnership
 - Limited Partnership
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: _____

- (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.

(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.

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: F96000001312

- (b) Name and address of the company's Florida registered agent. The Prentice-Hall Corporation System, Inc
1201 Hays St., Suite 105
Tallahassee, FL 32301

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

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

No

(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.

No

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

(a) The application;

Monica R. Borne, Nowalsky & Bronston
3900 N. Causeway Blvd., Suite 1275
Metairie, Louisiana 70002 Phone: (504) 832-1984

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

Jonathan Miller, President
4110 N. Scottsdale Rd., Ste. 107
Scottsdale, AZ 85251 Phone: (602) 953-8682

(c) Tariff;

Monica R. Borne, Nowalsky & Bronston
3900 N. Causeway Blvd., Suite 1275
Metairie, LA 70002 Phone: (504) 832-1984

(d) Complaints/Inquiries from customers;

Janece Miller
4110 N. Scottsdale Rd., Ste. 170
Scottsdale, AZ 85251 Customer Service: 1-800-535-2211

10. List the states in which the applicant:

(a) Has operated as an interexchange carrier.

Arizona

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

Kentucky

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

Arizona, California

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

None

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

None

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

None

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

MTS with distance sensitive per minute rates

Method of access is FGA

Method of access is FGB

Method of access is FGD

Method of access is 800

MTS with route specific rates per minute

Method of access is FGA

Method of access is FGB

Method of access is FGD

Method of access is 800

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

Method of access is FGA

Method of access is FGB

Method of access is FGD

Method of access is 800

MTS for pay telephone service providers

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

800 Service (Toll free)

- WATS type service (Bulk or volume discount)
- Method of access is via dedicated 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).
1+ number or 10XXX

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.).

Commission paid on volume of sales.

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

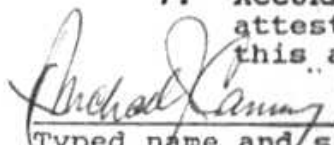
(b) Name and address of the firm who will bill for your service.

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

**** 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.


Michael J. Canney
Typed name and signature of owner
or chief officer.

5/17/96
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
NOT APPLICABLE

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

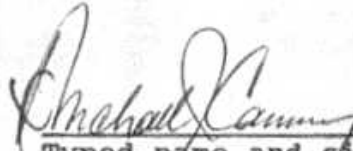
Date

**** 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):

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

 Michael J. Canney
Typed name and signature of
Owner or Chief officer

President

Title

5/17/96
Date

** APPENDIX C **

INTRASTATE NETWORK

1. POP: Addresses where located, and indicate if owned or leased. *None*

1) 2)

3) 4)

2. SWITCHES: Address where located, by type of switch, and indicate if owned or leased. *None*

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. *None*

1) POP-to-POP TYPE OWNERSHIP

2)

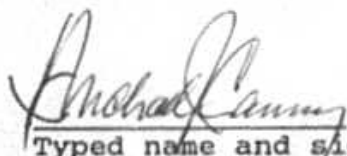
4. ORIGINATING SERVICE: Please provide the list of exchanges where you are proposing to provide originating service within thirty (30) days after the effective date of the certificate (Appendix D).

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 (**XX**) 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?



Michael J. Canney

Typed name and signature or
Owner or Chief officer.

President

Title

5/17/96

Date

**** APPENDIX D ****

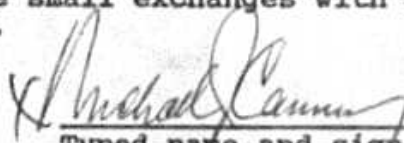
FLORIDA TELEPHONE EXCHANGES

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).


Michael J. Canney
Typed name and signature of
Owner/Chief Officer

President

Title

Date

FLORIDA TELEPHONE EXCHANGES

PERSON COMPLETING FORM			SIGNATURE			DATE		
Alachua.....	Cherry Lake.....	Ft. Keade.....	Jacksonville.....	Melbourne.....	Panama City.....	Spring Lake.....		
Alford.....	Chiefland.....	Ft. Myers.....	Jacksonville Bch..	Melrose.....	Panama City Beach..	Starke.....		
Alligator Point...	Chipley.....	Ft. Myers Beach...	Jasper.....	Miami.....	Paxton.....	Stuart.....		
Altha.....	Citra.....	Ft. Pierce.....	Jay.....	Micanopy.....	Pensacola.....	Sugarloaf Key.....		
Apalachicola.....	Clearwater.....	Ft. Walton Beach...	Jennings.....	Middleburg.....	Perrine.....	Sunny Hills.....		
Apopka.....	Clermont.....	Ft. White.....	Jensen Beach.....	Milton.....	Perry.....	Tallahassee.....		
Arcadia.....	Clewiston.....	Freeport.....	Julington.....	Molino.....	Pierson.....	Tampa.....		
Archer.....	Cocoa.....	Frostproof.....	Jupiter.....	Monticello.....	Pine Island.....	Tarpon Springs....		
Astor.....	Cocoa Beach.....	Gainesville.....	Keaton Beach.....	Montverde.....	Plant City.....	Tavares.....		
Avon Park.....	Coral Springs.....	Geneva.....	Kenansville.....	Moore Haven.....	Polk City.....	The Beaches.....		
Baker.....	Cottdale.....	Glendale.....	Key Largo.....	Mount Dora.....	Pomona Park.....	Titusville.....		
Baldwin.....	Crawfordville....	Graceville.....	Key West.....	Mulberry.....	Pospiano Beach....	Trenton.....		
Bartow.....	Crescent City....	Grand Ridge.....	Keystone Heights..	Munson.....	Ponce De Leon....	Trilacoochee....		
Belle Glade.....	Crestview.....	Green Cove Spa....	Kingsley Lake....	Myakka.....	Ponte Vedra Beach..	Tyndall AFB.....		
Belleview.....	Cross City.....	Greensboro.....	Kissimmee.....	Naples.....	Port Charlotte....	Unatilla.....		
Beverly Hills....	Crystal River....	Greenville.....	La Belle.....	New Port Richey...	Port St Joe.....	Valparaiso.....		
Big Pine.....	Dade City.....	Greenwood.....	Lady Lake.....	New Smyrna Beach..	Port St Lucie....	Venice.....		
Blountstown.....	Daytona Beach....	Gretna.....	Lake Buena Vista..	Newberry.....	Punta Gorda.....	Vernon.....		
Boca Grande.....	Debary.....	Groveland.....	Lake Butler.....	North Cape Coral..	Quincy.....	Vero Beach.....		
Boca Raton.....	Deerfield Beach..	Gulf Breeze.....	Lake City.....	North Dade.....	Ralford.....	Waldo.....		
Bonifay.....	Defuniak Springs..	Haines City.....	Lake Placid.....	North Fort Myers..	Reedy Creek.....	Walnut Hill.....		
Bonita Springs...	Deland.....	Hastings.....	Lake Wales.....	North Key Largo...	Reynolds Hill....	Wauchula.....		
Bowling Green....	Deleon Springs...	Havana.....	Lakeland.....	North Naples.....	St. Augustine....	Weekiwachee Spa..		
Boynton Beach....	Delray Beach.....	Hawthorne.....	Laurel Hill.....	North Port.....	St. Cloud.....	Welaka.....		
Bradenton.....	Destin.....	High Springs....	Lawtey.....	Oak Hill.....	St. Marks.....	Wellborn.....		
Branford.....	Dowling Park.....	Hilliard.....	Lee.....	Ocala.....	St. Peteraburg...	West Kissimmee...		
Bristol.....	Dunnellon.....	Hobe Sound.....	Leesburg.....	Okeechobee.....	Salt Springs.....	West Palm Beach...		
Bronson.....	East Orange.....	Holley Navarre...	Lehigh Acres....	Oklawaha.....	San Antonio.....	Westville.....		
Brooker.....	Eastpoint.....	Hollywood.....	Live Oak.....	Old Town.....	Sanderson.....	Wewahitchka.....		
Brooksville.....	Eau Gallie.....	Homestead.....	Lynn Haven.....	Orange City.....	Sanford.....	White Springs....		
Bunnell.....	Englewood.....	Monosassa Springs.	Luraville.....	Orange Park.....	Sanibel-Captiva...	Wildwood.....		
Bushnell.....	Eustis.....	Nosford.....	MacClenny.....	Orange Springs...	Santa Rosa Beach..	Williston.....		
Callahan.....	Everglades.....	Nowey.....	Madison.....	Orlando.....	Sarasota.....	Windermere.....		
Cantonment.....	Fernandina Beach..	Hudson.....	Malone.....	Oviedo.....	Seagrove Beach...	Winter Garden....		
Cape Coral.....	Flagler Beach....	Izokalee.....	Marathon.....	Pace.....	Sebastian.....	Winter Haven....		
Cape Haze.....	Florahome.....	Indian Lake.....	Marco Island.....	Pahokee.....	Sebring.....	Winter Park.....		
Carabelle.....	Fla Boys Ranch...	Indiantown.....	Marianna.....	Palatka.....	Shalimar.....	Yankeetown.....		
Cedar Keys.....	Forest.....	Interlachen....	Maxville.....	Palm Coast.....	Silver Spe. Shores.	Youngstown-fount..		
Century.....	Ft. George.....	Inverness.....	Mayo.....	Palmetto.....	Sneads.....	Yule.....		
Chattahoochee....	Ft. Lauderdale....	Islamorada.....	McIntosh.....	Panacea.....	Sopchoppy.....	Zephyrhills.....		
						Zolfo Springs....		

** 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



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

March 14, 1996

NOWALSKY & BRONSTON, L.L.P.
SUITE 1275
3900 NORTH CAUSEWAY BLVD
METAIRIE, LA 70002

Qualification documents for TOUCH TONE AMERICA, INC. were filed on March 13, 1996, and assigned document number F96000001312. 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.

Lee Rivers
Document Examiner
Division of Corporations

Letter Number: 896A00011449

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. TOUCH TONE AMERICA, 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. CALIFORNIA (State or country under the law of which it is incorporated) 3. 330424087 (FEI number, if applicable)

4. JULY 30, 1990 (Date of incorporation) 5. PERPETUAL (Duration: Year corp. will cease to exist or "perpetual")

6. UPON ACCEPTANCE
(Date first transacted business in Florida. (See sections 607.1501, 607.1502, and 617.155, F.S.)

7. 4110 N. SCOTTSDALE RD., STE. 170
SCOTTSDALE, AZ. 85251
(Current mailing address)

8. THE SALE OF LONG DISTANCE AND OTHER ENHANCED 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 Naya 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: Rachel Searcy
(Registered agent's signature) *Asst. V.P.*

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 MAR 13 AM 10:05

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

A. DIRECTORS

Chairman: JONATHAN P. MILLERAddress: 4110 N. SCOTTSDALE RD., STE. 170
SCOTTSDALE, AZ. 85251Vice Chairman: ROBERT VAUGHNAddress: 4110 N. SCOTTSDALE RD., STE. 170
SCOTTSDALE, AZ. 85251Director: GARY R. BLUMIAddress: 4110 N. SCOTTSDALE RD., STE. 170
SCOTTSDALE, AZ. 85251

Director: _____

Address: _____

B. OFFICERS

President: JONATHAN P. MILLERAddress: 4110 N. SCOTTSDALE RD., STE. 170
SCOTTSDALE, AZ. 85251Vice President: N/A

Address: _____

Secretary: ROBERT VAUGHNAddress: 4110 N. SCOTTSDALE RD., STE. 170
SCOTTSDALE, AZ. 85251Treasurer: JONATHAN P. MILLERAddress: 4110 N. SCOTTSDALE RD., STE. 170
SCOTTSDALE, AZ. 85251

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

13.


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

14.

JONATHAN P. MILLER, PRESIDENT

(Typed or printed name and capacity of person signing application)



State



EXHIBIT B

DIRECTORS, EXECUTIVE OFFICERS, PROMOTERS AND CONTROL PERSONS

Directors and Executive Officers

The Company's executive officers and directors are as follows:

Name	Age	Position	Tenure as Officer or Director
Jonathan P. Miller	31	President, Treasurer and a Director (Principal Financial and Accounting Officer)	From December 19, 1989 to date
Gary R. Blume	33	Director	From April 12, 1995 to date
Robert C. Vaughan	60	Secretary and a Director	From April 12, 1995 to date

All Directors hold office until the next annual meeting of shareholders or until their successors have been duly elected and qualified. Executive officers of the Company are appointed by and serve at the discretion of the Board of Directors. The Board of Directors does not have a compensation committee or an audit committee.

Jonathan P. Miller. Mr. Miller has been the President and Chief Operating Officer and a Director of the Company since it was founded in 1989 by Mr. Miller and other members of his family. Mr. Miller is experienced in all areas of the telecommunications industry including switching equipment and voice and data network services.

Gary R. Blume. Mr. Blume has been a Director of the Company since April 1995. Mr. Blume has practiced law for the past five years emphasizing corporate law and mergers and acquisitions.

Robert C. Vaughan. Mr. Vaughan has served as a Director of the Company from April 12, 1995 to the present. From April 1990 to the present, Mr. Vaughan has been an independent business consultant specializing in the development of investment banking relationships, corporate financial strategies, and mergers and acquisitions.

Key Employees

Rebecca F. Kelley. Ms. Kelley joined the company in June 1995 as Director of Competitive Access Services. From August 1992 to June 1995 Ms. Kelley was at CTN-Custom Telecom, a facilities based long distance carrier, most recently as its Executive Vice President, where she was responsible for the day to day operation of the company. Ms. Kelley also wrote and filed all their FCC tariffs. From September 1991 to June 1992, Ms. Kelley was a founding partner and served as Executive vice President of Advanced Management Services, Inc. a non-facilities long distance carrier. There she established the guidelines for all parts of the business from the point of sale forward, including the billing of all services, facility order processing with multiple Bell operating companies, and the establishment of the customer service and collection departments. From April 1984 to February 1991 she was employed by MCI Telecommunications, Inc. in Denver, Colorado where she was responsible for product development for a 15 state region.

John McMahon. Mr. McMahon was hired by the Company in January 1995 as Director of Sales. Mr. McMahon has been involved in the telecommunications industry for over 11 years, including two years with MCI and four years with Transwest Telephone Company of Phoenix, AZ. As the Vice President of Marketing for Bartell Consulting in 1990, Mr. McMahon was responsible for the Company's operations, including the telemarketing center and management of the account base. From 1988 to 1989, Mr. McMahon was the Project Manager for Tele-Sales Systems, responsible for the expansion and management of the telemarketing centers in the Western United States.

EXHIBIT C

TOUCH TONE AMERICA, INC.

BALANCE SHEET
MAY 31, 1995**TENTATIVE**ASSETS

CURRENT ASSETS:

Cash	\$ 512,000
Trade receivables, net of \$25,000 allowance for doubtful accounts	516,000
Receivables, preferred stock subscriptions	<u>113,000</u>
Total current assets	1,141,000

EQUIPMENT, generally under capitalized leases, net of \$6,000 for accumulated depreciation	22,000
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DEFERRED OFFERING COSTS	109,000
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DEFERRED ACQUISITION COST	<u>91,000</u>
---------------------------	---------------

TOTAL ASSETS	<u>\$ 1,363,000</u>
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LIABILITIES AND STOCKHOLDERS' DEFICIT

CURRENT LIABILITIES:

Accounts payable	\$ 470,000
Accrued liabilities	195,000
Deferred revenue	195,000
Notes payable to stockholder	<u>41,000</u>
Total current liabilities	901,000

DEFERRED REVENUE	25,000
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NOTES PAYABLE TO STOCKHOLDERS	123,000
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CAPITAL LEASE OBLIGATIONS	14,000
---------------------------	--------

COMMITMENTS (NOTE 5)

REDEEMABLE PREFERRED STOCK, Series A, 150,000 shares authorized, issued, and outstanding (liquidation preference of \$5 per share)	750,000
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STOCKHOLDERS' DEFICIT:

Preferred stock, 9,850,000 shares authorized	-
Common stock, no par value, 100,000,000 shares authorized, 1,300,000 issued and outstanding	129,000
Redeemable preferred stock offering costs	(108,000)
Deferred compensation	(50,000)
Accumulated deficit	<u>(421,000)</u>
Total stockholders' deficit	<u>(450,000)</u>

TOTAL LIABILITIES AND STOCKHOLDERS' DEFICIT	<u>\$ 1,363,000</u>
---	---------------------

See accompanying notes to these financial statements.

TENTATIVE

TOUCH TONE AMERICA, INC.

STATEMENTS OF OPERATIONS

	FOR THE YEAR ENDED JULY 31, 1994	FOR THE TEN MONTHS ENDED MAY 31, 1995
NET REVENUES	\$ 1,461,000	\$ 1,952,000
Cost of Sales	<u>(1,174,000)</u>	<u>(1,302,000)</u>
GROSS MARGIN	287,000	650,000
OPERATING EXPENSES:		
Selling	135,000	237,000
General and administrative	292,000	485,000
Network development	<u>-</u>	<u>32,000</u>
LOSS FROM OPERATIONS	(140,000)	(104,000)
OTHER INCOME (EXPENSE):		
Interest expense, primarily related parties	(14,000)	(12,000)
Absorbed offering	<u>-</u>	<u>(48,000)</u>
	<u>(14,000)</u>	<u>(60,000)</u>
NET LOSS	\$ <u>(154,000)</u>	\$ <u>(164,000)</u>
NET LOSS APPLICABLE TO COMMON SHAREHOLDERS	\$ <u>(154,000)</u>	\$ <u>(164,000)</u>
NET (LOSS) PER COMMON SHARE	\$ _____	\$ _____
COMMON SHARES OUTSTANDING	_____	_____

See accompanying notes to these financial statements.

TOUCH TONE AMERICA, INC.
STATEMENT OF CHANGES IN STOCKHOLDERS' DEFICIT
FROM AUGUST 1, 1993 THROUGH MAY 31, 1995

TENTATIVE

	COMMON STOCK		PREFERRED STOCK		DEFERRED COMPENSATION		ACCUMULATED DEFICIT		TOTAL
	NUMBER OF SHARES	AMOUNT	STOCK	INSURANCE COSTS	COMPENSATION	DEFICIT			
BALANCE, August 1, 1993	2,785,000	\$ 2,000	\$ -	-	\$ -	\$ (103,000)	\$ (101,000)		
Net loss	-	-	-	-	-	(154,000)	(154,000)		
BALANCE, July 31, 1994	2,785,000	2,000	-	-	-	(257,000)	(255,000)		
Surrender of common stock Redistribution of common stock by stockholders	(1,651,000)	-	-	-	-	-	-	32,000	
Common stock issued to officer/director for services	160,000	80,000	-	-	(50,000)	-	-	30,000	
Common stock issued for cash	6,000	15,000	-	-	-	-	-	15,000	
Issuance cost of redeemable preferred stock	-	-	(108,000)	-	-	-	-	(108,000)	
Net loss	-	-	-	-	-	(164,000)	(164,000)		
BALANCE, May 31, 1995	1,300,000	\$ 129,000	\$ (108,000)	-	\$ (50,000)	\$ (421,000)	\$ (450,000)		

See accompanying notes to these financial statements.

TENTATIVE

TOUCH TONE AMERICA, INC.

STATEMENTS OF CASH FLOWS

	FOR THE YEAR ENDED JULY 31, 1994	FOR THE TEN MONTHS ENDED MAY 31, 1995
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net loss	\$ (154,000)	\$ (164,000)
Adjustments to reconcile net loss to net cash from operating activities:		
Change in assets and liabilities:		
Increase in trade receivables	(59,000)	(292,000)
Increase (decrease) in:		
Accounts payable	113,000	260,000
Accrued liabilities	97,000	122,000
Deferred revenue	42,000	178,000
Net cash provided by operating activities	<u>39,000</u>	<u>104,000</u>
CASH FLOWS FROM INVESTING ACTIVITIES -		
Acquisition costs incurred	-	(91,000)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from note payable	-	50,000
Payment of note payable	-	(50,000)
Proceeds from notes payable to stockholders	12,000	29,000
Payment of notes payable to stockholders	(3,000)	(23,000)
Proceeds from issuance of redeemable preferred stock	-	637,000
Issuance of common stock	-	15,000
Offering costs incurred	-	(217,000)
Net cash provided by financing activities	<u>9,000</u>	<u>441,000</u>
NET INCREASE (DECREASE) IN CASH	48,000	454,000
CASH, beginning of period	<u>10,000</u>	<u>58,000</u>
CASH, end of period	<u>\$ 58,000</u>	<u>\$ 512,000</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the period for interest -		
Related parties	<u>\$ 12,000</u>	<u>\$ -</u>
Equipment acquired through capital leases	<u>\$ -</u>	<u>\$ 24,000</u>
Issuance of stock in payment of compensation	<u>\$ -</u>	<u>\$ 30,000</u>

See accompanying notes to these financial statements.

EXHIBIT D

TITLE SHEET

TOUCH TONE AMERICA, INC.

TARIFF NO. 1

This tariff contains the description, regulations, and rates applicable to the provision of telecommunications service by TOUCH TONE AMERICA, INC. ("Touch Tone") with principal offices located at 4110 N. Scottsdale Road, Suite 170, Scottsdale, Arizona 85251. This tariff is on file with the Florida Public Service Commission and copies may be inspected during normal business hours at the Company's principal place of business.

ISSUED: May 20, 1996

EFFECTIVE:

ISSUED BY:

Jonathan Miller, President
Touch Tone America, Inc.
4110 N. Scottsdale Rd., Suite 170
Scottsdale, Arizona 85251

CHECK SHEET

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

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

ISSUED: May 20, 1996

EFFECTIVE:

ISSUED BY: Jonathan Miller, President
Touch Tone America, Inc.
4110 N. Scottsdale Rd., Suite 170
Scottsdale, Arizona 85251

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ISSUED: May 20, 1996

EFFECTIVE:

ISSUED BY: Jonathan Miller, President
Touch Tone America, Inc.
4110 N. Scottsdale Rd., Suite 170
Scottsdale, Arizona 85251

SYMBOLS

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

- D - Deleted or Discontinued Material
- I - Change Resulting In A Rate Increase
- M - Moved From Another Tariff Location
- N - New Material
- R - Change Resulting In A Rate Reduction
- T - Change In Text or Regulation Only

ISSUED: May 20, 1996

EFFECTIVE:

ISSUED BY: Jonathan Miller, President
Touch Tone America, Inc.
4110 N. Scottsdale Rd., Suite 170
Scottsdale, Arizona 85251

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 Sheets 34 and 35 would be Sheet 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, 4th Revised Sheet 34 cancels 3rd Revised Sheet 34.
- 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.

ISSUED: May 20, 1996**EFFECTIVE:**

ISSUED BY: Jonathan Miller, President
Touch Tone America, Inc.
4110 N. Scottsdale Rd., Suite 170
Scottsdale, Arizona 85251

SECTION 1 - DEFINITIONS AND ABBREVIATIONS**1.1 Definitions:**

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.

Cancellation of Order - A customer-initiated request to discontinue processing a service order, in part or in whole, prior to its completion.

Carrier/Company - Touch Tone America, Inc. ("Touch Tone"), unless otherwise specified or clearly indicated by the context.

Completed Calls - Completed calls are answered calls on the distance end.

Credit Card Call - A call billed to a major credit or charge card such as Visa, MasterCard or American Express.

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 provided by a customer.

Day Rate Period - 8:00 a.m. to 4:59 p.m. Monday through Friday.

Directory Assistance - Directory Assistance Service consists of supplying or attempting to supply listed telephone 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.

ISSUED: May 20, 1996**EFFECTIVE:**

ISSUED BY: Jonathan Miller, President
Touch Tone America, Inc.
4110 N. Scottsdale Rd., Suite 170
Scottsdale, Arizona 85251

1.1 Definitions: (continued)

Evening Rate Period - 5:00 p.m. to 10:59 p.m. Sunday through Friday.

Holidays - Carrier's recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Holiday Rate Period - The Evening Rate will apply to calls made on Carrier recognized Holidays listed herein, provided, however, that calls made on Holidays during the Night/Weekend Rate Period shall be billed at the lower of the Evening Rate and the Night/Weekend Rate.

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).

Night/Weekend Rate Period - 11:00 p.m. to 7:59 a.m. every day; 8:00 a.m. to 10:59 p.m. Saturday; and 8:00 a.m. to 4:59 p.m. Sunday.

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

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.

ISSUED: May 20, 1996

EFFECTIVE:

ISSUED BY: Jonathan Miller, President
Touch Tone America, Inc.
4110 N. Scottsdale Rd., Suite 170
Scottsdale, Arizona 85251

1.1 Definitions: (continued)

Terminal Equipment - All telephone instruments, large and small key PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically or inductively to the telecommunication system of the telephone utility.

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

1.2 Abbreviations:

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

ISSUED: May 20, 1996

EFFECTIVE:

ISSUED BY: Jonathan Miller, President
Touch Tone America, Inc.
4110 N. Scottsdale Rd., Suite 170
Scottsdale, Arizona 85251

SECTION 2 - RULES AND REGULATIONS**2.1 Carrier Undertaking**

Carrier provides long distance message toll telephone service to customers for their direct transmission of voice, data, and other types of telecommunications.

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 twenty-four (24) hours per day, seven (7) days per week.

2.2 Limitations on Service

2.2.1 Carrier reserves the right to provide services to and from locations where the necessary facilities and/or equipment are available and subject to the provisions of this tariff.

2.2.2 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.

2.2.3 Title to any 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 any such assignee or transferee.

ISSUED: May 20, 1996**EFFECTIVE:**

ISSUED BY: Jonathan Miller, President
Touch Tone America, Inc.
4110 N. Scottsdale Rd., Suite 170
Scottsdale, Arizona 85251

2.3 Use of Service

Service may not be used for any unlawful purposes.

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

2.4 Limitation of Liability

2.4.1 Carrier shall not be liable to any person, firm or entity for damages, either direct, indirect, consequential, special, incidental, actual, punitive, or for any other damages or for any lost profits, arising out of mistakes, accidents, errors, omissions, interruptions, delays or defects in transmissions, and not caused by the negligence of the Carrier, 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 by Carrier are hereby excluded and disclaimed.

2.4.1 Carrier will indemnify the customer and hold it harmless in respect to any loss, damage, liability or expense asserted against the customer by a third party on account of any property damage or personal injury caused by the negligent 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.

ISSUED: May 20, 1996**EFFECTIVE:**

ISSUED BY: Jonathan Miller, President
Touch Tone America, Inc.
4110 N. Scottsdale Rd., Suite 170
Scottsdale, Arizona 85251

2.4 Limitation of Liability (continued)

- 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 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.
- 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.

ISSUED: May 20, 1996**EFFECTIVE:**

ISSUED BY: Jonathan Miller, President
Touch Tone America, Inc.
4110 N. Scottsdale Rd., Suite 170
Scottsdale, Arizona 85251

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 herein. 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.

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2.7 Customer Responsibility

- 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 the Carrier and complying with all regulations governing the service. The customer is also responsible for assuring that its users comply with regulations.
 - 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; or
 - 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.

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2.7.2 Maintenance, Testing, and Adjustment

Upon reasonable notice, the equipment provided by Carrier shall be made available for any testing and adjustment which 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 A. Deposits

The Company does not require a deposit from the customer.

B. Advance Payments

For customers whom the Company feels 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.

2.7.4 Credit Allowances

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 the customer notifies Carrier of the 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.

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2.7.4 Credit Allowances (continued)

- 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 due to customer or authorized user provided facilities.

2.7.5 Cancellation by Customer

If a customer orders services requiring special equipment and/or facilities dedicated to the customer's use and then cancels his order before the service begins, the customer will be charged for all non-recoverable portions of expenditures or liabilities incurred by Carrier on behalf of the customer.

2.7.6 Application of Charges

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

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2.7.7 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 disconnection is requested by the customer, in writing.

In the event of a dispute concerning a bill, Customer must pay a sum equal to the amount of the undisputed portion of the bill and proceed with complaint procedures set forth in this tariff.

Payment will be considered timely if paid within 15 days after the bill is rendered. The bill shall be considered rendered when deposited in the U.S. mail with postage prepaid. Interest as stated in this tariff will accrue on any unpaid amount commencing on the twenty-first day after rendition of the bill.

The customer is responsible for payment of all charges for service furnished to the customer under this tariff. The initial billing may consist of one month estimated usage billed in advance. Thereafter, charges based on actual usage during a month will be billed monthly in arrears.

Service may be denied or discontinued for non-payment charges. Disconnection will not occur before fifteen (15) days from the due date and Carrier will give five (5) days written notice before any disconnection occurs. Restoration of service will be subject to any applicable installation charges.

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2.7.8 Taxes

Customer is responsible for payment of any state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax) which will be listed as separate line items and which are not included in the quoted rates.

2.7.9 Customer Complaint Procedure

Carrier will resolve any disputes brought to its attention as promptly and effectively as possible. Customer Service Representatives can be reached via the following 800 telephone number: 1-800-535-2211.

Customers have the right to refer any unresolved dispute or complaint to the Florida Public Service Commission.

In the event of a dispute concerning an invoice, the customer must pay a sum equal to the amount of the undisputed portion of the bill and notify the Company of the disputed portion.

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2.8 Carrier Responsibility**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.
- C. When a minimum usage charge is applicable and the customer fails to meet a usage minimum, credit for the outage shall be applied against that minimum equal to $1/360$ th of the monthly minimum charges associated with the portion of service disabled beyond two hours.

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 $1/30$ th 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.

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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 regulated service for more than thirty days beyond the 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.

2.8.4 Fractional Charges

Charges for a fractional part of a 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.

2.9 Exclusion Requirements

The Carrier does not have any exclusion requirements regarding provision of services to customers.

2.10 Employee Concessions

The Company does not offer any employee concessions at this time.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES**3.1 Timing of Calls**

The customer's monthly usage charges are based upon the total number of minutes use by the customer and the service options subscribed to. Usage begins when the called party picks up the receiver, (i.e. When two-way communications, often referred to as "conversation time" is possible.). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to sixty (60) seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up. There are no charges incurred for uncompleted calls.

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 day on which service was discontinued.

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.

Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of other carriers' tariffs.

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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. 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.

Carrier may, upon written notice, 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.

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 currently used within the telephone industry.

Formula:

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

3.6 Minimum Call Completion Rate

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

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3.7 Hearing or Speech Impaired Persons

Rates for calls are reduced for residence or single-line business customers who meet the following requirements:

A. The customer is certified to the Company as having a hearing or speech impairment that prevents telephone voice communications.

B. The customer uses a telecommunications device for the deaf (TDD) or other non-voice equipment for telecommunications.

C. The customer provides a written application to the Company for reduced rates.

D. The customer designates to the Company one telephone number associated with that customer's service and telecommunications device.

Intrastate toll message rates for hearing and speech impaired persons meeting the above requirements shall be Evening rates for daytime calls and Night rates for evening and night calls.

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3.8 Services Offerings

The Company provides the following services:

3.8.1 Message Toll Service (MTS)

1+ Dialing, Calling Card and 800 services are available from Feature Group D end offices within the State.

3.8.2 800 Service

800 Service is virtual banded inbound toll service which permits calls to be completed at the subscriber's location without charge to the calling party. Access to the service is gained by dialing a ten digit telephone number which terminates at the customer's location. 800 services originate via normal shared use facilities and are terminated via the customers' local exchange service access line. The 800 service offered by Carrier is available to customers as a stand-alone offering.

Carrier will accept a prospective 800 service customer's request for up to ten (10) 800 telephone numbers and will reserve such number(s) on a first come first serve basis. All requests for 800 number reservations must be made in writing, dated and signed by a responsible representative of the customer. Carrier does not guarantee the availability of number(s) until assigned. The 800 services telephone number(s) so requested, if found to be available, will be reserved for and furnished to the eligible customer.

If a customer who has received an 800 number does not subscribe to 800 service within 90 days, the company reserves the right to make the assigned number available for use by another customer.

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3.8.3 Travel Card Service

Allows subscribers who are away from home or office to place calls by gaining access to the Carrier's network via an 800 number.

3.8.4 Directory Assistance

Allows a requesting party to obtain listed telephone numbers from a directory assistance operator.

3.8.5 Dedicated Access Services

The company offers dedicated Point to Point DS-1 and DS-3 products. The dedicated facilities may accommodate single or multiple signals with a variety of options in format, protection and multiplexing.

A. TTA Access 1 (DS-1) Service**1. Description:**

TTA Access 1 is a high capacity channel for the transmission of digital information operating at 1.544 Mbps. This is an asynchronous bipolar signal also referred to as Alternate Mark Inversion (AMI). Also available as an option for this signal is bipolar with binary with Bipolar Eight Zero Substitution (B8ZS).

2. Specifications:

The following specifications apply to the TTA Access 1 product:

- a.) DS-1 Interface Requirements: The interface at the network interface and customer interface will be a DS-1 cross connect. The signal format will be AMI (B8ZS available as an option). The frame format will be the standard D4 format and extended superframe will be provided as an option.

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3.8.5 Dedicated Access Services (continued)A. TTA Access 1 (DS-1) Service (continued)2. **Specifications:**b.) **Transmission Performance Specifications:**

	<u>Digital DS-1</u>	<u>Optical DS-1</u>
Availability Objective:	> 99.925%	> 99.975%
Background Bit Error Ratio (BBER)	10^6	6.25×10^{10}
Error Free Seconds (EFS)	99.98%	99.85%

The objective time to restore electronics is 2 hours.

Clocking is derived from a T1 source provided by the customer or carrier.

Test periods for DS-1s will be 60 minutes.

The absolute delay will be 1 ms per 125 miles of fiber.

There will be no bipolar violations.

The frame format will be transparent to the

- c.) **System Acceptance Criteria:** End-to-end system performance. A 60 minute test will be conducted where the background bit error ratio and error free seconds will be measured and compared to the objectives. The protection switch will operate within all manufacturer's specific operating parameters.

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3.8.5 Dedicated Access Services (continued)A. TTA Access 1 (DS-1) Service (continued)3. **Pricing Components:**

The three primary pricing components of a TTA Access 1 circuit are as follows:

- a.) Channel Terminations (CT) - Channel Termination is the communications path from the customer's premises to the serving Hub site on the TTA network. One CT rate is charged per terminating end. The CT charge applies even if the customer's premises is located in the same building as the TTA Hub site.
- b.) Transport Channels - The Transport Channel is the transmission path from the zero mile serving area of the originating customer premises to the zero mile serving area of the terminating customer premises. Transport Channel charges apply only when the terminations are in different zero mile serving areas. Two different charges are applied to the Transport Channel, a fixed rate and a per mile rate.

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3.8.5 Dedicated Access Services (continued)

A. TTA Access 1 (DS-1) Service

3. Pricing Components: (continued)

c.) Optional Features - A standard TTA Access 1 circuit is comprised of two Channel Terminations configured with AMI/Super Frame signaling plus the Transport Channel if the CTs are located in different zero mile serving areas. The following options are among several options available to enhance and otherwise tailor the TTA Access 1 product to a specific application:

- (1) B8ZS/ESF Framing - allows a customer to transport 1.536 Mbps information rate signals through a 1.544 Mbps line rate with no constraint on the quantity or sequence of one and zero bits.

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3.8.5 Dedicated Access Services (continued)

A. TTA Access 1 (DS-1) Service

3. Pricing Components:

c.) Optional Features (continued)

- (2) Self Managed Alternate Route Transport or "SMART" Routing - provides added reliability to the TTA Access 1 service. This feature provides a separate facility path between the serving Hub and the network termination in the same building as the customer's premises.

This added protection is provided by ensuring that backup electronic equipment and two physically separate facility paths are used in the provisioning of the service. A primary (or working) service path is established between the TTA Hub and the customer's premises. A secondary (or protect) path is provisioned between the same two points, but following a diverse route. In the event that the working path or electronics fail, the signal is automatically switched over to the protect path.

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3.8.5 Dedicated Access Services (continued)A. TTA Access 1 (DS-1) Service3. Pricing Components:c.) Optional Features (continued)

- (3) Digital or Optical Service - digital service gives the customer point to point to multipoint connections at a level of service that equals the standard levels offered by Bell.

With Optical service, TTA guarantees the signal travels from end to end on fiber optics generating a higher service level. Once on TTA's fiber backbone, the signal is protected by diverse routing and intelligent electronics until it reaches the serving Hub site.

- (4) Backup Power - a battery powered system at a customer's premises that can provide power to customer equipment in the event of a failure by the primary source of power.
- (5) Customer Premises Multiplexing - allows the customer to receive 24 DS-0 or Voice Grade circuits from a single TTA Access 1 signal. The DS-1 circuit terminates at the multiplexing unit on the customer premises.

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A. TTA Access 1 (DS-1) Service3. Pricing Components:c.) Optional Features (continued)

- (6) Price Protection - guarantees that if TTA rates are reduced, the customer's rate will automatically be adjusted to the lower rate. If TTA's rates were to increase, the customer's rate will remain at its current level. All standard services purchased on 24 month, 36 month or 60 month terms will receive price protection.

4. Equipment:

TTA Access 1 circuits shall terminate in a RJ48X jack or equivalent, as specified by TTA. Available equipment options are set forth below:

- (1) Smart Jack - provides the capability to perform remote testing of circuits, rather than sending a technician to the customer site.
- (2) Channel Service Unit or Digital Service Unit (CSU/DSU) - may be installed to enhance signal quality when distance or other interference factors cause a signal to be unsatisfactory.
- (3) Additional Cabling - may be necessary to connect the customer's equipment to the terminating jack.

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3.8.5 Dedicated Access Services (continued)B. TTA Access 3 (DS-3) Service1. **Description:**

TTA Access 3 is a high capacity channel for the transmission of 44.736 Mbps isochronous digital signals having line code of Bipolar with Three Zero Substitution (B3ZS).

2. **Specifications:**

The following specifications apply to the TTA Access 3 product:

a.) **DS-3 Interface Requirements:** The interface at the network interface and customer interface will be a DS-3 cross connect.

b.) **Transmission Performance Specifications:**

	<u>Digital DS-3</u>	<u>Optical DS-3</u>
--	---------------------	---------------------

Availability Objective:

> 99.975%

99.975%

The objective time to restore electronics is 2 hours.

Test periods for DS-3 will be 24 hours.

The absolute delay will be 1 ms per 125 miles.

There will be no bipolar violations.

The frame format will be transparent to the framing.

The Error Bursts (BES) for each DS-3 will be 1 per day for each 50 miles.

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3.8.5 Dedicated Access Services (continued)B. TTA Access 3 (DS-3) Service2. **Specifications:** (continued)

- c.) **System Acceptance Criteria:** End-to-end system performance. A 72 hour test will be conducted where the background bit error ratio and error ratio and error bursts are measured and compared to the objectives. The protection switch will operate within all manufacturer's specific operating parameters.

3. **Pricing Components:**

The three primary pricing components of a TTA Access 3 circuit are as follows:

- a.) Channel Terminations (CT) - Channel Termination is the communications path from the customer's premises to the serving Hub site on the TTA network. The CT charge applies even if the customer's premises is located in the same building as the TTA Hub site.
- b.) Per DS-3 Circuit Interface - a circuit interface is required for interconnection of DS-3 circuits to a customer's premises and to a Central Office.
- c.) Transport Channels - The Transport Channel is the transmission path from the zero mile serving area of the originating customer premises to the zero mile serving area of the terminating customer premises. Transport Channel charges apply only when the terminations are in different zero mile serving areas. Two different charges are applied to the Transport Channel, a fixed rate and a per mile rate.

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3.8.5 Dedicated Access Services (continued)A. TTA Access 3 (DS-3) Service (continued)3. **Pricing Components:**

d.) Optional Features - A standard TTA Access 3 circuit is comprised of two Channel Terminations configured with Bipolar with Three Zero Substitution (B3ZS) signaling plus the Transport Channel if the CTs are located in different zero mile serving areas. The following options are available to enhance and otherwise tailor the TTA Access 3 product to a specific application:

- (1) Digital or Optical Service - digital service gives the customer point to point to multipoint connections at a level of service that equals the standard levels offered by Bell.

With Optical service, TTA guarantees the signal travels from end to end on fiber optics generating a higher service level. Once on TTA's fiber backbone, the signal is protected by diverse routing and intelligent electronics until it reaches the serving Hub site.

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3.8.5 Dedicated Access Services (continued)

B. TTA Access 3 (DS-3) Service (continued)

3. Pricing Components:

d.) Optional Features

- (2) Self Managed Alternate Route Transport or "SMART" Routing - provides added reliability to the TTA Access 3 service. This feature provides a separate facility path between the serving Hub and the network termination in the same building as the customer's premises.

This added protection is provided by ensuring that backup electronic equipment and two physically separate facility paths are used in the provisioning of the service. A primary (or working) service path is established between the TTA Hub and the customer's premises. A secondary (or protect) path is provisioned between the same two points, but following a diverse route. In the event that the working path or electronics fail, the signal is automatically switched over to the protect path.

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3.8.5 Dedicated Access Services (continued)B. TTA Access 3 (DS-3) Service (continued)3. Pricing Components:d.) Optional Features

- (3) Customer Premises Equipment - allows the customer to terminate circuits into equipment supplied by TTA or some other source.
- (4) Price Protection - guarantees that if TTA rates are reduced, the customer's rate will automatically be adjusted to the lower rate. If TTA's rates were to increase, the customer's rate will remain at its current level. All standard services purchased on 24 month, 36 month or 60 month terms will receive price protection.

4. Equipment:

TTA Access 3 circuits shall terminate in a DS-3 crossconnect unit (DSX-3), as specified by TTA. Available equipment options are set forth below:

- (1) Additional Cabling - may be necessary to connect the customer's equipment to the terminating jack.

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SECTION 4 - RATES AND CHARGES

4.1. 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

Usage is billed in one (1) minute increments. Partial usage will be rounded up to the next highest whole minute.

C. Rounding

All calls are rounded to the next highest billing increment. Any partial cents per call will be rounded up to the next highest cent.

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4.2 Switched 1+ MTS Rates**Residential Plans:**

<u>Plan</u>	<u>Monthly Usage</u>	<u>Rate Per Minute</u>
Plan 1	\$ 0 - \$ 99	\$0.2000
Plan 2	\$100 - \$ 199	\$0.1900
Plan 3	\$200 - \$ 299	\$0.1800
Plan 4	\$300 - \$ 499	\$0.1700
Plan 5	\$500 +	\$0.1600

Commercial Plans:

<u>Plan</u>	<u>Monthly Usage</u>	<u>Rate Per Minute</u>
Plan 6	\$ 0 - \$ 199	\$0.1700
Plan 7	\$200 - \$ 399	\$0.1600
Plan 8	\$400 - \$ 699	\$0.1500
Plan 9	\$700 - \$ 999	\$0.1400
Plan 10	\$1000 +	\$0.1300

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4.3 800 Service Rates

For all 800 Service Plans, a monthly service charge of \$5.00 per line will apply.

Residential Plans:

<u>Plan</u>	<u>Monthly Usage</u>	<u>Rate Per Minute</u>
Plan 1	\$ 0 - \$ 99	\$0.2000
Plan 2	\$100 - \$ 199	\$0.1900
Plan 3	\$200 - \$ 299	\$0.1800
Plan 4	\$300 - \$ 499	\$0.1700
Plan 5	\$500 +	\$0.1600

Commercial Plans:

<u>Plan</u>	<u>Monthly Usage</u>	<u>Rate Per Minute</u>
Plan 6	\$ 0 - \$ 199	\$0.1700
Plan 7	\$200 - \$ 399	\$0.1600
Plan 8	\$400 - \$ 699	\$0.1500
Plan 9	\$700 - \$ 999	\$0.1400
Plan 10	\$1000 +	\$0.1300

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4.4 Dedicated Outbound WATS Service Rates

<u>Plan</u>	<u>Monthly Usage</u>	<u>Rate Per Minute</u>
Plan 11	\$2,500 - \$4,999	\$0.1200
Plan 12	\$5,000 - \$7,499	\$0.1100
Plan 13	\$7,500 +	\$0.1000

4.5 Dedicated Inbound 800 Service Rates

<u>Plan</u>	<u>Monthly Usage</u>	<u>Rate Per Minute</u>
Plan 11	\$2,500 - \$4,999	\$0.1200
Plan 12	\$5,000 - \$7,499	\$0.1100
Plan 13	\$7,500 +	\$0.1000

4.6 Travel Card Service Rates

Travel Card Service customers will be billed a \$0.50 per call surcharge.

The following rates are applicable to Travel Card Service in addition to the surcharge stated above:

<u>Plan</u>	<u>Monthly Usage</u>	<u>Rate Per Minute</u>
Plan A	\$ 0 - \$ 499	\$0.3000
Plan B	\$ 500 - \$ 999	\$0.2500
Plan C	\$1,000 +	\$0.2000

ISSUED: May 20, 1996

EFFECTIVE:

ISSUED BY: Jonathan Miller, President
Touch Tone America, Inc.
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Scottsdale, Arizona 85251

4.7 TTA Access 1 (DS-1) Service

Channel Termination

	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>
Month to Month	\$227.00	\$227.00	\$227.00
12 Month	\$227.00	\$227.00	\$227.00
24 Month	\$227.00	\$227.00	\$227.00
36 Month	\$189.00	\$189.00	\$189.00
60 Month	ICB	ICB	ICB *

Fixed

<u>Mileage Band</u>	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>
0 - 8	\$ 79.20	\$ 79.29	\$ 79.29
9 - 25	\$102.01	\$102.01	\$102.01
26 - 50	\$106.92	\$106.92	\$106.92
50 +	ICB	ICB	ICB *

Per Mile

<u>Mileage Band</u>	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>
0 - 8	\$ 12.33	\$ 12.33	\$ 12.33
9 - 25	\$ 13.14	\$ 13.14	\$ 13.14
26 - 50	\$ 13.27	\$ 13.27	\$ 13.27
50 +	ICB	ICB	ICB *

Installation Charge \$626.50.

* Pricing is done on an individual case basis by Touch Tone America.

4.8 TTA Access 3 (DS-3) Service

All pricing on DS-3 products are done on an individual case basis by Touch Tone America.

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4.9 Directory Assistance

Customers will be billed the following per call charge to be connected to the local exchange company directory assistance service for directory assistance calls within the state. All verified handicapped customers will be allowed fifty (50) free Directory Assistance calls per month.

Directory Assistance Charge per call.....\$0.60

4.10 Late Payment Penalty

Customers will be charged 1.5% of any amounts owed to the Company beyond the due date as set forth within this tariff.

4.11 Dishonored Check Charge

Any person submitting a check to the Carrier as payment for services, which is subsequently returned by the issuing institution, shall be charged the greater of 5% of the amount of the check or \$20.00.

4.12 Restoration of Service Charge

The Company does not charge for restoration of services.

4.13 Special Promotions

Carrier will receive Commission approval prior to offering any Special Promotions. Any reduced rates offered under a Special Promotion will in no event last for more than 90 days per 12 month period.

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4.14 Discounts for Hearing Impaired Customers

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. Discounts do not apply to surcharges or per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

- A.) The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and the night/weekend rate during the evening rate period.
- B.) The credit to be given on a subsequent bill for such calls placed by TDDs with the assistance of the relay center will be equal to 50% of the rate for the applicable rate period. If either party is both hearing and visually impaired, the call shall be discounted at 60% of the applicable rate.

4.15 Directory Assistance for Handicapped Persons

Handicapped customers are entitled to 50 free directory assistance calls per billing cycle in accordance with FAC 25-4.115(3).

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