



August 6, 19965 Overnight

210 N Park Ave P O Drawer 200 Winter Park, FL 32790-0200 Mr. Walter D'Haeseleer Florida Public Service Commission Division of Records and Reporting 2540 Shumard Oaks Boulevard Gerald L. Gunter Bldg. Room 270 Tallahassee, FL 32399-0850 (904) 488-4733

960763-17

Tel 407-740-8575 Fax 407-740-0613 RE: Amended/Initial Interexchange Carrier Application of TelSave Corporation d/b/a Independent Network Services Corp

Dear Mr. D'Haeseleer:

ACK \_\_\_\_

Enclosed for filing are the original and twelve copies of revised pages of the above referenced application of Independent Network Services Corp for Authority to Provide Interexchange Telecommunications Service in Florida.

CAI

The fee of \$250 was submitted with the filing of Independent Network Services Corp on June 21, 1996. This amended filing reflects the Applicant's fictitious name correction to Independent Network Services Corp instead of Independent Network Services. The tariff has been revised to reflect this correction (attached).

Please acknowledge receipt of this filing by returning, file-stamped, the extra copy of this cover letter in the self-addressed, stamped envelope enclosed for this purpose.

SEC \_\_\_\_\_

Thank you for your assistance.

OTH org to Don

Sincerely,

HECEIVED & FILED

Connie Wightman

Consultant to:

TelSave Corporation d/b/a Independent Network Services Corp

Enclosures

cc: Jeff Bates Red Larson File TS/INS - FL

DOCUMENT NUMBER-DATE

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## CHECK SHEET

This tariff contains the Sheets listed below, each of which is effective as of the date shown on each sheet. Original and revised pages as named below comprise all changes from the original tarifi.

| SHEET       | REVISION |   | SHEET | REVISION |   |
|-------------|----------|---|-------|----------|---|
| 1           | Original | * | 26    | Original |   |
| 2           | Original | * | 27    | Original | * |
| 1<br>2<br>3 | Original | * | 28    | Original | * |
| 4           | Original | * | 29    | Original | * |
|             | Original | * | 30    | Original | * |
| 5<br>6<br>7 | Original | * | 31    | Original | * |
| 7           | Original | * | 32    | Original | • |
| 8           | Original | * | 33    | Original | * |
| 9           | Original |   | 34    | Original | * |
| 10          | Original | * | 35    | Original | * |
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| 26          | Original | • |       |          |   |
|             |          |   |       |          |   |

· Indicates new or revised sheet with this filing

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DOCUMENT NEWSFR-BATE

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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.

When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the above mentioned symbols.

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#### TARIFF FORMAT

- A. Sheet Numbering Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff pages in effect. Consult the check sheet for 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:

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D. Check Sheets - When a tariff filing is made with the FPSC, 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 pages 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 the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

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# SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS

#### 1.1 Abbreviations

The following abbreviations are used herein only for the purposes indicated below:

| - | Central Office                     |
|---|------------------------------------|
| - | Corporation                        |
| - | Federal Communications Commission  |
| - | Florida Public Service Commission  |
| - | Independent Network Services Corp  |
| - | Interexchange Carrier              |
| - | Local Access and Transport Area    |
| - | Local Exchange Carrier             |
|   | Message Telecommunications Service |
| + | Private Branch Exchange            |
|   |                                    |

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## SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd.)

## 1.2 Definitions

Access Line - An arrangement which connects the Customer's location to a TelSave Corporation switching center or point of presence.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Carrier's service.

Available Usage Balance - The amount of usage remaining in a Debit Account at any particular point in time. Each Debit Account begins with an initial usage amount which is depleted as services provided by the Company are utilized by the Customer.

Called Party - The person, individual, corporation, or other entity whose telephone number is called by the End User. For calls placed on an Collect Billing basis, the Called Party accepts responsibility for payment of the charges for use of Independent Network Services Corp's.

Collect Billing - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

Commission - The Florida Public Service Commission.

Company or Carrier - TelSave Corporation d/b/a Independent Network Services Corp Corpunless otherwise clearly indicated by the context.

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

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# SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd.)

#### 1.2 Definitions

Debit Account - An account which consists of a pre-paid usage balance depleted on a real time basis during each Debit Service Call.

Debit Card - A card issued by the Company which provides the Customer with a Personal Account Code and instructions for accessing the Carrier's network.

Debit Service Call - A service accessed via a "1-800" or other access code dialing sequence whereby the Customer or Authorized User dials all of the digits necessary to route a call. Network usage for each call is deducted from the available usage balance on a Company-issued Debit Account.

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Carrier under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

Holidays - Holidays observed by the Carrier as specified in this tariff.

LATA - Local access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange company provides communications services.

LEC - Local Exchange Company

Operator Dialed Surcharge - This charge applies to calls when the user dials "00" only or any valid company operator access code and requests that the operator dial the destination number.

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# TelSave Corporation d/b/a Independent Network Services Corp

# SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd.)

#### 1.2 Definitions

Operator Station Call - A service whereby caller places a non-Person to Person call with the assistance of an operator (live or automated).

Person to Person Call - A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

Personal Account Code - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's network which identifies the Debit Account from which charges for service shall be debited and which validates the caller's authorization to use the services provided.

Premises - A building or buildings on contiguous property.

Renewal - A method of replenishing a Debit Account's Available Usage Balance with additional minutes of use as authorized and paid for by the Customer.

Third Party Billing - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

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#### SECTION 2.0 - RULES AND REGULATIONS

# 2.1 Undertaking of Independent Network Services Corp

- 2.1.1 Independent Network Services Corp Corpis a resale common carrier providing intrastate communications long distance message toll telephone service to Customers for the transmission and reception of voice, data, and other types of communications.
- 2.1.2 The Company offers intrastate telecommunications service in conjunction with interstate service.
- 2.1.3 Long distance usage charges are based on the actual usage of Independent Network Services Corp's network. Chargeable time begins when a connection is established between the calling station and the called station. Chargeable time ends when either party "hangs up" thereby releasing the network connection.
- 2.1.4 No charges apply to incomplete calls.
- 2.1.5 Service is provided twenty-four (24) hours per day, seven (7) days a week.

# 2.2 Applicability of Tariff

This tariff is applicable to telecommunications services provided by Independent Network Services Corp Corpwithin the state of Florida.

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# 2.3 Payment and Credit Regulations

## 2.3.1 Payment Arrangements

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Florida PSC. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this tariff.

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# 2.3 Payment and Credit Regulations, (Cont'd.)

# 2.3.1 Payment Arrangements, (cont'd)

The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via their authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code.

# 2.3.2 Deposits

The Company does not require a deposit from the Customer or Subscriber.

# 2.3.3 Advance Payments

For Customers whom the Company determines an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month.

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# 2.3 Payment and Credit Regulations, (Cont'd.)

#### 2.3.4 Taxes and Fees

The Company shall charge the Customer an amount sufficient to recover any governmental assessments, fees, license, or other similar taxes or fees imposed upon the Company.

- .1 For Debit Service, taxes or fees shall be included in the rates and charges stated in the Company's rate schedule for this service.
- .2 For all other services offered by the Company, taxes and fees shall be added pro-rata, insofar as practical, to the rates and charges stated in the Company's rate schedules and listed as separate line items on the Customer's bill for services provided.

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# 2.4 Refunds or Credits for Service Outages or Deficiencies

#### 2.4.1 Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer or Subscriber, or to the failure of channels, equipment and/or communications systems provided by the Customer or Subscriber, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer. Customer-provided, Interruptions caused by Subscriber-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via LEC access. For purposes of credit computation every month shall be considered to have 30 days. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than twenty-four hours. For message rated toll services, credit will be limited to, at maximum, the price of the initial period of individual call that was interrupted.

The Customer shall be credited for an interruption of one day (24 hours) or more at the rate of 1/30th of the monthly charge for the services affected for each day that the interruption continues.

Credit Formula:

Credit =  $A/30 \times B$ 

A = outage time in days

B = total monthly charge for affected service.

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- Refunds or Credits for Service Outages or Deficiencies, (Cont'd.)
  - 2.4.2 Inspection, Testing and Adjustment

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

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# 2.5 Liability

- The liability of the Carrier for its willful 2.5.1 misconduct or gross negligence which is the sole legal cause of damage or injury is not limited by this tariff. With respect to any other claim or suit, by a Subscriber or by any others, for damages associated with acts or omissions involving initiation, installation, provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, the Carrier's liability, if any, is limited to 1/30 of the monthly charge for service affected for each 24-hour period during which such failure of service occurs and is reported to or known by the Carrier. For services for which no monthly charge applies, the actual credit for outages is limited to the prorated charge for the period during which the call was interrupted. In addition, Subscriber credits for interrupted service will be issued, where applicable, in accordance with the provisions of Section 2.4.
- 2.5.2 In no event will Carrier be responsible for consequential damages or lost profits suffered by Subscriber on account of interrupted or unsatisfactory service unless Carrier is found to have been willfully negligent.
- 2.5.3 The Carrier is not liable for any act or omission of any other company or companies furnishing a portion of the service.

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# 2.5 Liability, (cont'd.)

- 2.5.4 The Carrier shall be indemnified and held harmless by the Customer against:
  - a. Claims for libel, slander, infringement of copyright or unauthorized use of any trade mark, trade name or service mark arising out of the material, data, information, or other content transmitted by the Customer over the Carrier's facilities; and
  - b. Claims for patent infringement arising from combining or connecting the Carrier's facilities with apparatus and systems of the Customer; and
  - c. All other claims arising out of any act or omission of the Customer in connection with any service provided by the Carrier.
- 2.5.5 The Carrier will make no refund of overpayments by a Subscriber unless the claim for such overpayment together with proper evidence be submitted within one (1) year from the date of alleged overpayment unless billing records prepared by the Company can be produced which would justify a credit beyond one year.

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# 2.6 Minimum Service Period

The minimum service period is one month (30 days), unless otherwise specified by tariff or contract.

#### 2.7 Cancellation by Customer

Unless otherwise specified elsewhere in this tariff or by mutually accepted contract between the Customer and the Company, service may be canceled by the Subscriber or Customer on not less than 30 days prior written notice to the Company.

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# 2.8 Refusal or Discontinuance by Company

- 2.8.1 Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Customer travel cards when the Company deems it necessary to take such action to prevent unlawful use of its service. Independent Network Services Corp Corpwill restore services as soon as it can be provided without undue risk, and will upon request by the Customer, assign new travel card codes to replace ones that have been deactivated.
- 2.8.2 Independent Network Services Corp Corpmay refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given 15 days notice to comply with any rule or remedy any deficiency:
  - (A) For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
  - (B) For use of telephone service for any purpose other than that described in the application.
  - (C) For neglect or refusal to provide reasonable access to Independent Network Servi es Corp Corpor its agents for the purpose of inspection and maintenance of equipment owned by Independent Network Services Corp Corpor its agents.

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# 2.8 Refusal or Discontinuance by Company, (Cont'd.)

## 2.8.2 (cont'd.)

- (D) For noncompliance with or violation of Commission regulation or Independent Network Services Corp's rules and regulations on file with the Commission, provided five (5) working days' written notice is given before termination.
- (E) For nonpayment of bills, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases. Such notice will be provided in a mailing separate from the customer's regular monthly bill for service.
- (F) Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect Independent Network Services Corp's equipment or service to others.
- (G) Without notice in the event of tampering with the equipment or services owned by Independent Network Services Corp Corpor its agents.
- (H) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Independent Network Services Corp Corpmay, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

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# 2.8 Refusal or Discontinuance by Company, (Cont'd.)

# 2.8.2 (cont'd.)

- (I) Without notice by reason of any order of decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.
- (J) For periods of inactivity over sixty (60), days.

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# 2.9 Limitations of Service

- 2.9.1 Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.9.2 Independent Network Services Corp Corpreserves 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 law.
- 2.9.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.9.4 Independent Network Services Corp Corpreserves the right to discontinue the offering of service or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

#### 2.10 Use of Service

Service may be used for any lawful purpose for which it is technically suited. Customers or Subscribers reselling or rebilling Independent Network Services Corp's Florida intrastate service must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

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## 2.11 Employee Concessions

[Reserved for future use]

# 2.12 Terminal Equipment

Company's facilities and service may be used with or terminated in Customer-provided or Subscriber-provided terminal equipment or systems, such as PBXs, key systems, multiplexers, repeaters, signaling sets, teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the Customer or Subscriber, except as otherwise provided. Subscriber or Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Company's service.

# 2.13 Applicable Law

This tariff shall be subject to and construed in accordance with Florida law.

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# 2.14 Cost of Collection and Repair

Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. The Customer or the Subscriber is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

# 2.15 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for winner of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time the Company may waive all processing fees for a Customer.

These promotions will be approved by the FPSC with specific starting and ending dates with promotions running under no circumstances longer than 90 days in any twelve month period.

#### 2.16 Other Rules

- 2.16.1 Independent Network Services Corp Corpreserves the right to validate the credit worthiness of Customers or Authorized Users through available verification procedures. Where a travel card code cannot be validated, the Customer or Authorized User may be required to provide an acceptable alternate billing method or the Carrier may refuse to place the call.
- 2.16.2 The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers or Customers as required to meet changing regulations, rules or standards of the FPSC.

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# 2.17 Special Conditions Applicable to Operator Services

- Subscribers must place a notice on or near each 2.17.1 instrument that provides transient access to Independent Network Services Corp's operator services. The notice will be provided Services Network Independent CorpCommunications International Inc. contractual agreement transfers the requirement to the call aggregator (as is frequently the case for LEC-provided public or semi-public service.) In all cases the notice will include the following customized for the individual information. installation:
  - (A) InterLATA operator service is provided by Independent Network Services Corp.
  - (B) Per Call Service Charges: [as per product description and rate described elsewhere in this tariff]
  - (C) Calls may be billed to most telephone company calling cards or to major credit cards such as MasterCard or American Express.
  - (D) Please consult the local telephone company directory or local telephone company operator for intraLATA dialing instructions and rates.
  - (E) To place an interLATA call dial [access code where applicable] + 0 + area code + interLATA telephone number.
  - (F) The establishment surcharge for Local Calls is: \$X.XX/X% (to be billed by establishment).
  - (G) The establishment surcharge for Long Distance Calls is: \$X.XX/X\* (to be billed by establishment).
  - (H) Independent Network Services Corp's interLATA rates may be obtained by dialing [the toll free number provided by Independent Network Services Corp].

When the premises equipment functions differently than stated above, the tent card or sticker will be modified to reflect the actual dialing pattern.

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# 2.17 Special Conditions Applicable to Operator Services, (cont'd.)

- 2.17.2 Any applicable surcharges billed at check out time by a hotel/motel Subscriber for local or long distance calls must also be stated on the tent card. Subscriber surcharges will not be billed on telephone bills by Independent Network Services Corp.
- 2.17.3 So long as Florida Rules require, IntraLATA "0+" calls and all "0-" (zero minus) calls will be routed to the local exchange carrier. Where the capability exists, the local exchange carrier will route 0- interLATA calls to the presubscribed carrier of the access line. In all other cases the local carrier will route 0- interLATA calls as determined by applicable state and federal laws.
- 2.17.4 Calls handled and billed by Independent Network Services Corp CorpCommunications International Inc. will be audibly and distinctly branded "Independent Network Services Corp" at the beginning and end of the operator treatment portion of the call and prior to the commencement of billing. Callers may disconnect from the call after the brand and prior to connection without incurring any call charges.

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# SECTION 3.0 - DESCRIPTION OF SERVICE

#### 3.1 General

The Company provides intrastate, interexchange switched and dedicated telecommunications services between locations in Florida. The Company's service includes direct-dialed calling with charges based upon call duration, mileage, and/or total volume.

# 3.2 Quality and Grade of Service Offered

Minimum Call Completion Rate - Customers can expect a call completion rate of not less than 90% during peak use periods for Feature Group D 1+ dialing. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

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#### 3.3 Time of Day Rate Periods

Unless otherwise specified, applicable rate periods (Day. Evening, Night/Weekend) are indicated in the chart below:

Day Rate Period:

Monday through Friday, 8:00 AM

to 5:00 PM\*

Evening Rate Period:

Sunday through Friday, 5:00 PM

to 11:00 PM\*

Night/Weekend Rate Period:

All days, 11:00 PM to 8:00 AM\*

Saturday 8:00 AM to Sunday 5:00

PM

\* To, but not including

|                          | MON                 | TUES | WED       | THUR       | FRI | SAT | SUN |
|--------------------------|---------------------|------|-----------|------------|-----|-----|-----|
| 8:00AM<br>TO<br>5:00PM   | DAYTIME RATE PERIOD |      |           |            |     |     |     |
| 5:00PM<br>TO<br>11:00PM• | EVENING RATE PERIOD |      |           |            |     | EVE |     |
| 11:00PM<br>TO<br>8:00AM* |                     | NIGH | T/WEEKEND | RATE PERIO | D   |     |     |

<sup>\*</sup> to, but not including

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## 3.4 Holiday Rates

The non-day rate applies to the following holidays unless a lower rate would normally apply.

January 1

New Year's Day - January 1
Martin Luther King Day - As nationally observed
Washington's Birthday - As nationally observed
Independence Day - July 4

Independence Day

Labor Day Thanksgiving Day As nationally observed As nationally observed

December 25 Christmas Day

Night/Weekend Rate Period rates will apply to all calls made from 8:00 AM to, but not including, 11:00 PM Company-recognized holidays.

Calls are billed based on the rate in effect for the actual time-of-day rate period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rate in effect in that boundary for each portion of the call.

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#### 3.5 Calculation of Distance

Usage charges for mileage sensitive services vary based on the type of service subscribed to by the Customer. For services utilizing switched access, mileage measurements for rate schedules are based on the distance in airline miles between rate centers associated with the originating and terminating stations. For services utilizing dedicated access, mileage measurements for rate schedules are based on the distance in airline miles between the INS network access point associated station utilizing Dedicated the with Origination/Termination and the rate center associated with the called/calling station.

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

Obtain the "V" and "H" coordinates for the serving Step 1: wire center or network access point serving the Customer's location and the called/calling station.

Obtain the difference between the "V" coordinates. Step 2: Obtain the difference between the "H" coordinates.

Square the differences obtained in Step 2. Step 3:

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

Divide the sum of the square obtained in Step 4 by Step 5: ten (10). Round to the next higher whole number if any fraction results from the division.

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

Formula:

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

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# 3.6 Call Timing

- 3.6.1 Long distance usage charges are based on the actual usage of the Company's network. Chargeable time begins when the calling and the called station are connected.
- 3.6.2 Chargeable time ends when the calling service point terminates, thereby releasing the network connection.
- 3.6.3 Unless otherwise specified in this tariff, the minimum call duration for billing purposes is one (1) minute.
- 3.6.4 Unless otherwise specified in this tariff, usage is measured and rounded in one (1) minute increments for billing purposes.
- 3.6.5 No charges apply to unanswered calls.

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#### 3.7 Schedule 1: Prime Time

Prime Time is a switched access service offering intrastate outbound calling offered to Customers served by equal access end offices. Calls are billed in six (6) second increments after an initial minimum call duration of eighteen (18) seconds. Interstate service is offered in conjunction with intrastate service and intrastate usage is combined with interstate usage for calculation of interstate discounts and waivers. Company-issued calling cards are available to Customers upon request. Customers who pay all current charges prior to due date of the bill shall be credited a total of 2% of the payment on their next month's bill. Plan S12 is offered to Customers with no minimum usage commitment. Plan S24 is offered to Customers who commit to a minimum monthly usage of \$1,000 per month. S24 Customers who fail to meet the minimum usage commitment for two consecutive months will be switched, upon one billing cycle notification, to Plan S12.

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# 3.8 Schedule 2: Prime Time 800

Prime Time is an inbound calling service in which the charges for the call are billed to the Customer rather than the originating party. Calls terminate on the Customer's standard switched service line(s). Calls are billed in six (6) second increments after an initial minimum call duration of thirty (30) seconds. Intrastate service is offered in conjunction with interstate service and intrastate usage is combined with interstate usage for calculation of interstate discounts and waivers. Plan S12 is offered to Customers with no minimum usage commitment. Plan S24 is offered to Customers who commit to a minimum monthly usage of \$1,000 per month.

A monthly service charge applies per toll-free number assigned to the Customer.

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#### 3.9 Schedule 3: Prime T1

Prime T1 dedicated access service offering intrastate outbound calling from Customer-provided dedicated access lines. Calls are billed in six (6) second increments after an initial minimum call duration of eighteen (18) seconds. Interstate service is offered in conjunction with intrastate service and intrastate usage is combined with interstate usage for qualifying for interstate discounts and waivers. Companyissued calling cards are provided to Customers upon request. Customers who pay all current charges prior to due date of the bill shall be credited a total of 2% of the payment on their next month's bill. Plan D12 is offered to Customers with no minimum usage commitment. Plan D24 is offered to Customers who commit to a minimum monthly usage of \$2,500 per month. D24 Customers who fail to meet the minimum usage commitment for two consecutive months will be switched, upon one billing cycle notification, to Plan D12.

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# 3.10 Schedule 4: Prime T1 Toll Free (i.e., 800/888 numbers)

Prime Time is an inbound calling service in which the charges for the call are billed to the Customer rather than the originating party. Calls terminate on Customer-provided dedicated access service line(s). Calls are billed in six (6) second increments after an initial minimum call duration of thirty (30) seconds. Interstate service is offered in conjunction with intrastate service and intrastate usage is combined with interstate usage for qualifying for interstate discounts and waivers. Customers who pay all current charges prior to due date of the bill shall be credited a total of 2% of the payment on their next month's bill. Plan D12 is offered to Customers with no minimum usage commitment. Plan D24 is offered to Customers who commit to a minimum monthly usage of \$3,000 per month. D24 Customers who fail to meet the minimum usage commitment for two consecutive months will be switched, upon one billing cycle notification, to Plan D12.

A monthly service charge applies per toll-free number assigned to the Customer.

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# 3.11 Schedule 5: Debit Card Service

Debit Card Service allows Customers to place direct dialed calls between locations within the state of Tennessee. Customers access the INS network by dialing a Toll Free (i.e. 800/888) number or other access dialing sequence and entering a Personal Account Code. The Company's system informs the Customer of the Available Usage Balance remaining in his/her Debit Account and prompts the Customer to place a call by entering a destination telephone number. Network usage for calls placed is deducted from the Available Usage Balance in the Customer's account on a real time basis as the call progresses. Customers purchase a Debit Card which assigns each Customer a Debit Account, provides each Customer with a Personal Account Code and lists instructions for accessing and using Carrier's service. Debit Cards are available in varying denominations.

Purchase of a Debit Card entitles the Customer to use the INS network for a number of minutes equivalent to the card denomination divided by the effective per minute rate. The Customer's right to utilize network usage within a given Debit Account expires one year after issuance and activation of the Debit Card associated with that Debit Account number. No minimum service period applies. Payment for Debit Card Services and any Available Usage in a Customer's Debit Account is nonrefundable. Any unused balances will be applied toward renewal value of the card account.

Debit Card service rates are not distance or time of day sensitive. Holiday discounts do not apply. Network usage for Debit Card Calls is deducted from the Available Usage Balance in Customer's Debit Account in full minute increments. For debiting purposes, the minimum call usage is one (1) minute; one domestic minute is equal to one unit.

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### 3.12 Directory Assistance

A Directory Assistance charge applies per intrastate directory assistance calls made from points within the State of Florida. The Customer may make two requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the Operator is able to supply the requested number. Discounts are not applicable to Directory Assistance Charges. Directory Assistance Charges are not included in usage commitments or computed in any discount calculations.

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### 3.13 Operator Services

#### 3.13.1 General

Operator Services allow Customers to place calls using operator assistance for call completion or billing.

Usage charges and an appropriate service charge will be assessed on a per call basis. For calls made using a telephone company card, acceptance of the card will be dependent upon the Company's ability to verify the card as valid. Only those cards accepted by the Company may be used for Operator Services. The Company reserves the right to verify acceptance of charge prior to billing charges to a third party number.

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# 3.13 Operator Services, (cont'd.)

# 3.13.2 Operator Dialed Surcharge

This surcharge applies in addition to usage charges and per call service charges for calls billed to other than a calling card when the Customer could dial the digits necessary to route and bill the calls, but elects to have the Company's operator do so instead.

| APPLICATION OF OPERATOR DIALED SURCHARGE TYPE OF CALL  | OPERATOR<br>SERVICE<br>CHARGE | OPERATOR<br>DIALED<br>SURCHARGE |
|--|-------------------------------|---------------------------------|
| Dial Station<br>(customer dialed 1+)   | No                            | No                              |
| Customer Dialed Calling Card<br>Station (0+)   | Yes                           | No                              |
| Operator Station (customer dialed 0+) collect, billed to a third number                        | Yes                           | No                              |
| Operator Station (operator dialed 0-) collect, billed to third number, sent paid               | Yes                           | Yes                             |
| Operator Dialed Calling Card<br>Station (operator dialed 0-)<br>billed to a calling card       | Yes                           | No                              |
| Person to Person (customer dialed 0+) collect, billed to third number, calling card, sent paid | Yes                           | No                              |
| Person to Person (operator dialed<br>0-) collect, billed to third<br>number, sent paid         | Yes                           | Yes                             |
| Person to Person (operator dialed 0-) billed to a calling card                                 | Yes                           | No                              |

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#### SECTION 4.0 - RATES

#### 4.1 General

Each Customer is charged individually for each call placed through the Company. Charges are computed on an airline mileage basis as described in Section 3.2 of this tariff.

Charges may vary by service offering, mileage band, class of call, time of day, day of week and/or call duration.

Customers are billed based on their use of Frontier's long distance service. No installation charges or fixed monthly recurring charges apply.

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# SECTION 4.0 - RATES, (CONT'D.)

# 4.2 Discounts for Hearing Impaired Customers

A telephone toll message which is communicated using a telecommunications devise 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. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the off-day rate during business day hours. Discounts do not apply to per call add-on charges for services when the call is placed by a method that would normally incur the surcharge.

### 4.3 Emergency Call Exemptions

The following calls are exempted from all charges: Emergetary calls to recognizable authorized civil agencies including police, fire, ambulance, bomb squad and poison control. Frontier will only handle these calls if the caller dials all of the digits to route and bill the call. Credit will be given for any billed charges pursuant to this exemption on a subsequent bill after verified notification by the billed Customer within thirty (30) days of billing.

### 4.4 Operator Assistance for Handicapped Persons

Operator station surcharges will be waived for operator assistance to a caller who identified him or herself as being handicapped and unable to dial the call because of the handicap.

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# SECTION 4.0 - RATES, (CONT'D.)

### 4.5 Directory Assistance Charges for Handicapped Persons

Presubscribed residential Customers or authorized users of Customers' services who are certified as handicapped are exempt from applicable Directory Assistance charges for the first 50 directory assistance calls per month.

### 4.6 Telecommunications Relay Service Rates

For toll calls received from the relay service, call charges shall be discounted by 50% from the otherwise applicable usage rate for a voice nonrelay call, except that where the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent.

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# SECTION 4.0 - RATES, (CONT'D.)

#### 4.7 Schedule 1: Prime Time Rates

| Intrasta | ate, p | er m | inute  | Plan S12<br>\$0.2100 | <u>Plan S24</u><br>\$0.1950 |
|----------|--------|------|--------|----------------------|-----------------------------|
| Calling  | Card,  | per  | minute | \$0.2500             | \$0.2500                    |
| Calling  | Card,  | per  | call   | \$0.2500             | \$0.2500                    |

### 4.8 Schedule 2: Prime Time 800

| IntraState, per minute | Plan S12<br>\$0.2100 | Plan S24<br>S0.2000 |
|------------------------|----------------------|---------------------|
| incrastate, per minute | 20.2100              | 00.4000             |
| Monthly Fee            | \$10.00              | \$10.00             |

### 4.9 Schedule 3: Prime T1

| Intrast | ate, p | er m | inute  | \$0.1100 | \$0.1050 |
|---------|--------|------|--------|----------|----------|
| Calling | Card,  | per  | minute | \$0.2500 | \$0.2500 |
| Calling | Card,  | per  | call   | \$0.2500 | \$0.2500 |

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# 4.10 Schedule 4: Prime T1 Toll Free (i.e., 800/888 numbers)

|                       | Plan D12 | Plan D24 |  |  |
|-----------------------|----------|----------|--|--|
| IntraState, per minut |          | \$0.1150 |  |  |
| Monthly Fee           | \$10.00  | \$10.00  |  |  |

# 4.11 Schedule 5: Debit Card Service

| Face Value of Card(s) | Rate Per Minute |
|-----------------------|-----------------|
| 30 Units              | \$0.333         |
| 90 Units              | \$0.277         |
| 180 Units             | \$0.222         |
| 480 Units             | \$0.208         |

### 4.12 Directory Assistance

Per call to Directory Assistance: \$ .85

# 4.13 Operator Services

| Per Call |
|----------|
| \$1.00   |
| \$1.75   |
|          |
| \$1.75   |
| \$1.75   |
| \$3.25   |
| \$1.15   |
|          |

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# 4.12 Operator Services, (cont'd.)

### 4.12.3 Usage Charges

# Customer Dialed Calling Card Call InterLATA

| Mileage | Day Rate Period   |                 | Evening Rate Period |                 | Night/Weekend<br>Rate Period |                 |
|---------|-------------------|-----------------|---------------------|-----------------|------------------------------|-----------------|
|         | Initial<br>Period | Add'l<br>Period | Initial<br>Period   | Add'l<br>Period | Initial<br>Period            | Add'l<br>Period |
| 1-10    | \$.2000           | \$.2000         | \$.1500             | \$.1500         | \$.1200                      | \$.1200         |
| 11-22   | \$.2200           | \$.2200         | \$.1700             | \$.1700         | \$.1300                      | \$.1300         |
| 23-55   | \$.2500           | \$.2500         | \$.1900             | \$.1900         | \$.1400                      | \$.1400         |
| 56-124  | \$.2700           | \$.2700         | \$.1900             | \$.1900         | \$.1500                      | \$.1500         |
| 125-292 | \$.2800           | \$.2800         | \$.1900             | \$.1900         | \$.1600                      | \$.1600         |
| 293-430 | \$.2800           | \$.2800         | \$.2000             | \$.2000         | \$.1600                      | \$.1600         |
| 430-624 | \$.2800           | \$.2800         | \$.2100             | \$.2100         | \$.1600                      | \$.1600         |

# Customer Dialed Calling Card Call IntraLATA

| Mileage | Day Rat           | e Period        | Evening Rate Period |                 | Night/Weekend<br>Rate Period |                 |
|---------|-------------------|-----------------|---------------------|-----------------|------------------------------|-----------------|
|         | Initial<br>Period | Add'l<br>Period | Initial<br>Period   | Add'l<br>Period | Initial<br>Period            | Add'l<br>Period |
| 1-10    | \$.1800           | \$.1800         | \$.1300             | \$.1300         | \$.1100                      | \$.1100         |
| 11-22   | \$.2000           | \$.2000         | \$.1500             | \$.1500         | \$.1200                      | \$.1200         |
| 23-55   | \$.2300           | \$.2300         | \$.1700             | \$.1700         | \$.1300                      | \$.1300         |
| 56-124  | \$.2500           | \$.2500         | \$.1700             | \$.1700         | \$.1400                      | Q.1400          |
| 125-292 | \$.2600           | \$.2600         | \$.1800             | \$.1800         | \$.1400                      | \$.1400         |

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# 4.12 Operator Services, (cont'd.)

### 4.12.4 Usage Charges, (cont'd.)

### Operator Station Call InterLATA

| Initi   | Day Rate Period   |                 | Evening Rate Period |                 | Night/Weekend<br>Rate Period |                 |
|---------|-------------------|-----------------|---------------------|-----------------|------------------------------|-----------------|
|         | Initial<br>Period | Add'l<br>Period | Initial<br>Period   | Add'1<br>Period | Initial<br>Period            | Add'l<br>Period |
| 1-10    | \$.2000           | \$.2000         | \$.1500             | \$.1500         | \$.1200                      | \$.1200         |
| 11-22   | \$.2200           | \$.2200         | \$.1700             | \$.1700         | \$.1300                      | \$.1300         |
| 23-55   | \$.2500           | \$.2500         | \$.1900             | \$.1900         | \$.1400                      | \$.1400         |
| 56-124  | \$.2700           | \$.2700         | \$.1900             | \$.1900         | \$.1500                      | \$.1500         |
| 125-292 | \$.2800           | \$.2800         | \$.1900             | \$.1900         | \$.1600                      | \$.1600         |
| 293-430 | \$.2800           | \$.2800         | \$.2000             | \$.2000         | \$.1600                      | \$.1600         |
| 430-624 | \$.2800           | \$.2800         | \$.2100             | \$.2100         | \$.1600                      | \$.1600         |

### Operator Station Call IntraLATA

| Mileage | Day Rate Period   |                 | Evening F         | Rate Period     | Night/Weekend<br>Rate Period |                 |
|---------|-------------------|-----------------|-------------------|-----------------|------------------------------|-----------------|
|         | Initial<br>Period | Add'l<br>Period | Initial<br>Period | Add*1<br>Period | Initial<br>Period            | Add'l<br>Period |
| 1-10    | \$.1800           | \$.1800         | \$.1300           | \$.1300         | \$.1100                      | \$.1100         |
| 11-22   | \$.2000           | \$.2000         | \$.1500           | \$.1500         | \$.1200                      | \$.1200         |
| 23-55   | \$.2300           | \$.2300         | \$.1700           | \$.1700         | \$.1300                      | \$.1300         |
| 56-124  | \$.2500           | \$.2500         | \$.1700           | \$.1700         | \$.1400                      | \$.1400         |
| 125-292 | \$.2600           | \$.2600         | \$.1800           | \$.1800         | \$.1400                      | \$.1400         |

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# 4.12 Operator Services, (cont'd.)

# 4.12.5 Usage Charges, (cont'd.)

#### Person to Person Call InterLATA

| Mileage | Day Rate Period   |                 | Evening Rate Period |                 | Night/Weekend<br>Rate Period |                 |
|---------|-------------------|-----------------|---------------------|-----------------|------------------------------|-----------------|
|         | Initial<br>Period | Add'l<br>Period | Initial<br>Period   | Add'l<br>Period | Initial<br>Period            | Add'l<br>Period |
| 1-10    | \$.2000           | \$.2000         | \$.1500             | \$.1500         | \$.1200                      | \$.1200         |
| 11-22   | \$.2200           | \$.2200         | \$.1700             | \$.1700         | \$.1300                      | \$.1300         |
| 23-55   | \$.2500           | \$.2500         | \$.1900             | \$.1900         | \$.1400                      | \$.1400         |
| 56-124  | \$.2700           | \$.2700         | \$.1900             | \$.1900         | \$.1500                      | \$.1500         |
| 125-292 | \$.2800           | \$.2800         | \$.1900             | \$.1900         | \$.1600                      | \$.1600         |
| 293-430 | \$.2800           | \$.2800         | \$.2000             | \$.2000         | \$.1600                      | \$.1600         |
| 430-624 | \$.2800           | \$.2800         | \$.2100             | \$.2100         | \$.1600                      | \$.1600         |

#### Person to Person Call IntraLATA

| Mileage | Day Rate Period   |                 | Evening Rate Period |                 | Night/Weekend<br>Rate Period |                 |
|---------|-------------------|-----------------|---------------------|-----------------|------------------------------|-----------------|
|         | Initial<br>Period | Add'l<br>Period | Initial<br>Period   | Add'l<br>Period | Initial<br>Period            | Add'l<br>Period |
| 1-10    | \$.1800           | \$.1800         | \$.1300             | \$.1300         | \$.1100                      | \$.1100         |
| 11-22   | \$.2000           | \$.2000         | \$.1500             | \$.1500         | \$.1200                      | \$.1200         |
| 23-55   | \$.2300           | \$.2300         | \$.1700             | \$.1700         | \$.1300                      | \$.1300         |
| 56-124  | \$.2500           | \$.2500         | \$.1700             | \$.1700         | \$.1400                      | \$.1400         |
| 125-292 | \$.2600           | \$.2600         | \$.1800             | \$.1800         | 5.1400                       | \$.1400         |

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Effective:

Issued By:

Todd West, Vice President

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#### SECTION 5.0 - PROMOTIONS

### 5.1 Promotional Offerings - General

From time to time, the Company may provide promotional offerings to introduce a current or potential Customer to a service not being used by the Customer. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or nonrecurring charges.

#### 5.2 Demonstration of Calls

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

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