

961163-TI

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

**DIVISION OF COMMUNICATIONS**  
**BUREAU OF SERVICE EVALUATION**

DEPOSIT TREAS. REC. DATE  
D37-1-10-1000 SEP 25 '95

**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  
 2540 Shumard Oak Blvd.  
 Gunter Building  
 Tallahassee, Florida 32399-0850  
 (904) 413-6600
- E. Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of \$250.00 to:

Florida Public Service Commission  
 Division of Administration  
 2540 Shumard Oak Blvd.  
 Gunter Building  
 Tallahassee, Florida 32399-0850  
 (904) 413-6251

FORM PSC/CMU 31 (11/95)  
Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

DOCUMENT NUMBER-DATE  
**10192 SEP 24 95**  
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 an uncertificated company).
- Approval for transfer of control (To another certificated company).

2. Select what type of business your company will be conducting (check all that apply):

- Facilities based carrier - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
- Operator Service Provider - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- Reseller - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
- Switchless Rebiller - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
- Multi-Location Discount Aggregator - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers. Then offers the resold service by enrolling unaffiliated customers.

961163-17

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

Marathon Communications Corporation

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

Marathon Communications, Atlanta Corpration

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

1901 Powers Ferry Road, Suite 180, Atlanta, GA 30339

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

None

7. Structure of organization;

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

8. If applicant is an individual or partnership, please give name, title and address of sole proprietor or partners. No

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

(b) Indicate if the individual or any of the partners have previously been: N/A

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

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

NO

9. If incorporated, please give:

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

Corporate charter number: 9527503

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

NRAI Services, Inc.

526 E. Park Ave. Tallahassee, FL 32301

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

Fictitious name registration number: N/A

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

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

None

10. Who will serve as liaison with the Commission in regard to (please give name, title, address and telephone number): Sandra G. Sims, Business Account Manager  
1901 Powers Ferry Rd., Suite 180, Atlanta, GA 30339 (770)955-5188

(a) The application;

Same

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

Same

(c) Tariff;

Same

(d) Complaints/Inquiries from customers;  
Same

11. List the states in which the applicant:

- (a) Has operated as an interexchange carrier.
- (b) Has applications pending to be certificated as an interexchange carrier.
- (c) Is certificated to operate as an interexchange carrier.
- (d) <sup>IDWA NEbrASKA</sup>  
<sup>MontANA Virginia</sup> 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

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

- ( ) Facilities. ( ) Operators.
- ( ) Billing and Collection. ( ) Sales.
- ( ) Maintenance.
- ( ) Other: NONE

13. Do you have a marketing program? Yes

14. Will your marketing program:

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

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

STRAIGHT FORWARD DEALER/INDEPENDENT SUBCONTRACTOR AGREEMENT WHICH PAYS COMMISSIONS ON A SLIDING SCALE BASED ON AGENCIES LONG-DISTANCE USAGE. TYPICALLY 6-10%. WE DO NOT GIVE FRANCHISES.

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?  
All of our information appears on the face of the bill and Marathon its own customer service inquires.
- (b) Name and address of the firm who will bill for your service. N/A

18. Please provide all available documentation demonstrating that the applicant has the following capabilities to provide interexchange telecommunications service in Florida.

A. Financial capability.

Regarding the showing of financial capability, the following applies:

The application should contain the applicant's financial statements, including:

1. the balance sheet ✓
2. income statement ✓ *Statement of CAS Flow*
3. statement of retained earnings for the most recent 3 years. *N/A*

If available, the financial statements should be audited financial statements. *N/A FIRST YEAR OF OPERATION*

If the applicant does not have audited financial statements, it shall be so stated. The unaudited financial statements should then be signed by the applicant's chief executive officer and chief financial officer. The signatures should affirm that the financial statements are true and correct.

B. Managerial capability. *TOP MGT ALL HAVE ADVANCED DEGREES OR ARE WORKING ON THEM. CEO HAS BEEN CHIEF EXECUTIVE/OFFS OF TWO CORPORATIONS BEFORE MENTION.*

C. Technical capability. *CEO HAS 6 YEARS EXPERIENCE IN RETAILER MARKET.*

19. 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). *ENCLOSED*

20. 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

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

00

22.  **Other:**

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

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** A non-refundable application fee of \$250.00 must be submitted with the application.
5. **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 service.
6. **ACCURACY OF APPLICATION:** By my signature below, I the undersigned owner or officer of the named utility in the application, attest to the accuracy of the information contained in this application and associated attachments. I have read the foregoing and declare that to the best of my knowledge and belief, the information is a true and correct statement.

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

**UTILITY OFFICIAL:**

*John A. Robinson*  
Signature

9/23/96  
Date

President  
Title

800-894-4081  
Telephone No.

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

**CERTIFICATE TRANSFER STATEMENT**

I, (TYPE NAME) \_\_\_\_\_,  
(TITLE) \_\_\_\_\_, of (NAME OF COMPANY)  
\_\_\_\_\_, and current  
holder of certificate number \_\_\_\_\_, have reviewed  
this application and join in the petitioner's request for a  
transfer of the above-mention certificate.

**UTILITY OFFICIAL:**

  
\_\_\_\_\_  
Signature

9/23/96  
Date

President  
\_\_\_\_\_  
Title

800.894.4081  
Telephone No.

**\*\* 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.)

**UTILITY OFFICIAL:**



Signature

9/23/96  
Date

President

Title

800-894-4081  
Telephone No.

FORM PSC/CMU 31 (11/95)

Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

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

**INTRASTATE NETWORK**

MARATHON COMMUNICATIONS USES THE SPRINT NETWORK EXCLUSIVELY

1. **POP:** Addresses where located, and indicate if owned or leased. STATEWIDE INEQUAL ACCESS AREAS.

1) 2)

3) 4)

2. **SWITCHES:** Address where located, by type of switch, and indicate if owned or leased. NONE AT THIS TIME

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 AT THIS TIME

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).

WE USE THE SPRINT NETWORK EXCLUSIVELY.

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).  
SPRINT will Comply

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

- a) **What services have been provided and when did these services begin?**  
We are a switchless reseller, we have had a few (less than 20) since 1996. We inherited them from another switchless reseller. We have paid Florida state and local taxes on these customers. See Attached receipts.
- b) **If the services are not currently offered, when were they discontinued?**

**UTILITY OFFICIAL:**

*[Signature]*  
Signature

9/23/96  
Date

President

\_\_\_\_\_  
Title

400 894-4081  
Telephone No.

**\*\* 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).

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

<u>Extended Service Area</u>	<u>with</u>	<u>These Exchanges</u>
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,

FORM PSC/CMU 31 (11/95)

Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

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.

**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.

FORM PSC/CMU 31 (11/95)

Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-  
24.480(2).



**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-XXXX.

**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.

**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

FORM PSC/CMU 31 (11/95)

Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

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.

**ATTACHMENTS:**

- A - CERTIFICATE TRANSFER STATEMENT**
- B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS**
- C - INTRASTATE NETWORK**
- D - FLORIDA TELEPHONE EXCHANGES and EAS ROUTES**
- E - GLOSSARY**

# State of Florida



## Department of State

I certify from the records of this office that MARATHON COMMUNICATIONS CORPORATION, is a corporation organized under the laws of Georgia, authorized to transact business in the State of Florida, qualified on July 18, 1996.

The document number of this corporation is F96000003647.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1996, and its status is active.

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

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Nineteenth day of July, 1996



CR2EO22 (1-95)

*Sandra B. Northam*

Sandra B. Northam  
Secretary of State

**Marathon Communications  
Balance Sheet  
September 30, 1996**

**ASSETS**

<b>Current Assets</b>		
Petty Cash	\$	- 10.52 -
SunTrust Bank		1,520.71
State Bk & Trust		7,297.38
A/R Suntrust Bank		2,073.85
Accounts Receivable		- 263.65 -
Other Receivables		- 154.39 -
Platinum Escrow Account		- 22,684.86 -
<b>Total Current Assets</b>		- 12,221.48
<b>Property and Equipment</b>		
<b>Total Property and Equipment</b>		0.00
<b>Other Assets</b>		
A/R-LEE		- 79.39 -
<b>Total Other Assets</b>		- 79.39 -
<b>Total Assets</b>	\$	- 12,300.87 -

**LIABILITIES AND CAPITAL**

<b>Current Liabilities</b>		
Accounts Payable	\$	15,826.00
Sales tax - Payable		- 656.38 -
Office Depot Charge Card		32.62
FICA Payable		- 3,946.73 -
Medicare Payable		305.15
Federal WH Payable		3,131.08
State WH Payable		27.71
FUTA Payable		97.17
SUTA Payable		320.66
A/P Sprint		- 11,002.35 -
N/P-Jeannette M. Wahlbom		29,500.00
<b>Total Current Liabilities</b>		33,579.51
<b>Long-Term Liabilities</b>		
<b>Total Long-Term Liabilities</b>		0.00
<b>Total Liabilities</b>		33,579.51
<b>Capital</b>		
Net Income		- 37,814.72 -
<b>Total Capital</b>		- 37,814.72 -
<b>Total Liabilities &amp; Capital</b>	\$	- 4,235.21



Marathon Communications  
Statement of Cash Flow  
For the nine Months Ended September 30, 1996

	Current Month		Year to Date
Cash Flows from operating activities			
Net Income	\$ 37,814.72	\$	37,814.72
Adjustments to reconcile net income to net cash provided by operating activities			
Accum - Furn & Fixtures	0.00		0.00
Accum Depr - Equipment	0.00		0.00
Accum Depr - Lease Improv	0.00		0.00
Accounts Receivable	263.65		263.65
Other Receivables	154.39		154.39
Platinum Escrow Account	22,684.86		22,684.86
Short Term Loan	0.00		0.00
Prepaid Expenses	0.00		0.00
BAD DEBT RECOVERY	0.00		0.00
Other Current Assets	0.00		0.00
Accounts Payable	15,826.00		15,826.00
Sales tax - Payable	-656.38		-656.38
Chase Advantage Credit	0.00		0.00
Office Depot Charge Card	32.62		32.62
Notes Payable - Current Por	0.00		0.00
FICA Payable	-3,946.73		-3,946.73
Medicare Payable	305.15		305.15
Federal WII Payable	3,131.08		3,131.08
State WII Payable	-27.71		-27.71
FUTA Payable	97.17		97.17
SUTA Payable	320.66		320.66
Other Current Liabilities	0.00		0.00
A/P Sprint	-11,002.35		-11,002.35
Health Insurance	0.00		0.00
N/P-Jeanette M. Wahlbom	29,500.00		29,500.00
N/P-Philip C. Wahlbom	0.00		0.00
N/P-Judy Wahlbom	0.00		0.00
Total Adjustments	56,682.41		56,682.41
Net Cash provided by Operations	18,867.69		18,867.69
Cash Flows from investing activities			
Used For			
A/R-LEE	0.00		0.00
Furniture & Fixtures	0.00		0.00
Equipment	0.00		0.00
Leasehold Improvements	0.00		0.00
Organization Costs	0.00		0.00
Accum Amort - Organiz Cost	0.00		0.00
Net cash used in investing	0.00		0.00
Cash Flows from financing activities			
Proceeds From			
Notes Payable - Noncurrent	0.00		0.00
Other Long Term Liabilities	0.00		0.00
Common Stock	0.00		0.00
Dividends Paid	0.00		0.00
Used For			
Notes Payable - Noncurrent	0.00		0.00
Other Long Term Liabilities	0.00		0.00
Common Stock	0.00		0.00
Dividends Paid	0.00		0.00
Net cash used in financing	0.00		0.00
Net increase - decrease - in cash	\$ 18,867.69	\$	18,867.69

Unaudited - For Internal Use Only

Marathon Communications  
Statement of Cash Flow  
For the nine Months Ended September 30, 1996

Summary			
Cash Balance at End of Period	\$	10,881.42	\$ 10,881.42
Cash Balance at Beginning of P		16,651.09	0.00
Net Increase - Decrease - in Cash	\$	- 5,769.67	\$ 10,881.42

AUGUST 9/96  
AUG 96

Item to be Paid - Description

FLORIDIA DEPT. OF REVENUE

DEPARTMENT OF REVENUE

		3 TAXABLE AMOUNT	4 TAX COLLECTED
SALES			
Deductions		230	16
Collection Period	5 Total amount of tax collected		16
JUL 1996	6 Less refunds/lawful deductions		16
	7 Total tax due		16
	8 Less est. tax paid last mo./credit		
BL	9 Plus est tax due current month		
	10 Amount due		16
	11 Less collection allowance		
	12 Plus penalty (\$10.00 minimum)		10.00
	13 Plus interest		
	14 Amount due with return		10.16



If after the 20th see page 9

0066 000796 310301 780774461

Check Amount: \$66.28  
Discount Taken Amount Paid

Check Number: 5770  
Check Date: Sep 20, 1996

005770

DEPARTMENT OF REVENUE

		3 TAXABLE AMOUNT	4 TAX COLLECTED
SALES			
Deductions		476.72	33.37
Collection Period	5 Total amount of tax collected		33.37
26 1996	6 Less refunds/lawful deductions		
26	7 Total tax due		33.37
	8 Less est. tax paid last mo./credit		
31	9 Plus est tax due current month		
	10 Amount due		33.37
	11 Less collection allowance		
	12 Plus penalty (\$10.00 minimum)		10.00
	13 Plus interest		
	14 Amount due with return		43.37



If after the 20th see page 9

0066 000896 310301 780774461

Check here if payment was transmitted electronically

total tax - 43.37  
Plus  
Balance Due

R. 01/86 SALES AND USE TAX RETURN FLORIDA DEPARTMENT OF REVENUE

	1 GROSS SALES	2 EXEMPT SALES	3 TAXABLE AMOUNT	4 TAX COLLECTED
A Sales	348 14		348 14	
B Taxable Purchases	See Instructions	See Instructions		
C Services				
D Transient Rentals				
E Vending Amusement				

5 Total amount of tax collected	33 07
6 Less refunds/lawful deductions	
7 Total tax due	33 07
8 Less est. tax paid last mo./credit	
9 Plus est tax due current month	
10 Amount due	
11 Less collection allowance	33 07
12 Plus penalty (\$10.00 minimum)	
13 Plus interest	
14 Amount due with return	33 07

Transient Rental Rate • 0600  
 1902 POERTD GRITTY TF DYR 280  
 ATLANTA GA 30339  
 Surtax Rate • 0000  
 Collection Period  
 AUG 1996

Certificate Number  
 SIC 4811  
 FE/SSN  
 MARATHON COMMUNICATIONS CORP  
 H THE BALANCING ACT  
 ATLANTA GA 30355



SEP 20 1996

Check here if payment was transmitted electronically.

0066 000896 310301 780774461

FLORIDA DEPT. OF REVENUE

JUNE2NDOTR96  
AUGUST96

Item to be Paid - Description

Check Amount: \$138.64  
Discount Taken Amount Paid

Check Number: 5688  
Check Date: Aug 29, 1996

005688

AMOUNT OF REVENUE		SALES AND USE TAX RETURN	
SALES	3 TAXABLE AMOUNT	4 TAX COLLECTED	
	1,835 74	128	48
196			
5	Total amount of tax collected	128	48
6	Less refunds and lawful deductions		
7	Total tax due	128	48
8	Less est. tax paid last mo./credit		
9	Plus est. tax due current month		
10	Amount due	128	48
11	Less collection allowance		
12	Plus penalty (\$10.00 minimum)		
13	Plus interest		
14	Amount due with return	128	48

AMOUNT OF REVENUE		DR 11	
	3 TAXABLE AMOUNT	4 TAX COLLECTED	
	230		16
5	Total amount of tax collected		16
6	Less refunds/lawful deductions		
7	Total tax due		16
8	Less est. tax paid last mo./credit		
9	Plus est. tax due current month		
10	Amount due		16
11	Less collection allowance		
12	Plus penalty (\$10.00 minimum)	10	00
13	Plus interest		
14	Amount due with return	10	16

Transient Rental Rate .0600

Surtax Rate .0000

Collection Period  
JUL 1996

1902 PORTD GRTRY TF DFR 280  
ATLANTA GA 30339

Certificate Number

SIC

FEDSSN

4811

MARATHON COMMUNICATIONS CORP  
OF THE BALANCING ACT  
ATLANTA GA 30355



If after the 20th, see page 9

Amount is due on the 1st and last day after the 20th day of the month following your collection period

DATE: AUG 20 1996

Be sure to sign and date the reverse side

Check here if payment was transmitted electronically

0066 000796 310301 780774461

TELECOMMUNICATIONS SERVICE

---

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the resale of long distance telecommunications services provided by Marathon Communications Corporation, telephone number (770) 955-5188, with principal offices at 1901 Powers Ferry Road, Suite 180, Atlanta, Georgia 30339. Questions regarding the company's operating procedures may be directed to Philip C. Wahlbom, President of Marathon Communications Corporation, at the aforementioned telephone number. This tariff applies to services within the state of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected at the Company's principal place of business during normal business hours.

TELECOMMUNICATIONS SERVICE

CHECK SHEET

Sheets 1 through 36 inclusive 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 sheet.

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

## TELECOMMUNICATIONS SERVICE

TABLE OF CONTENTS

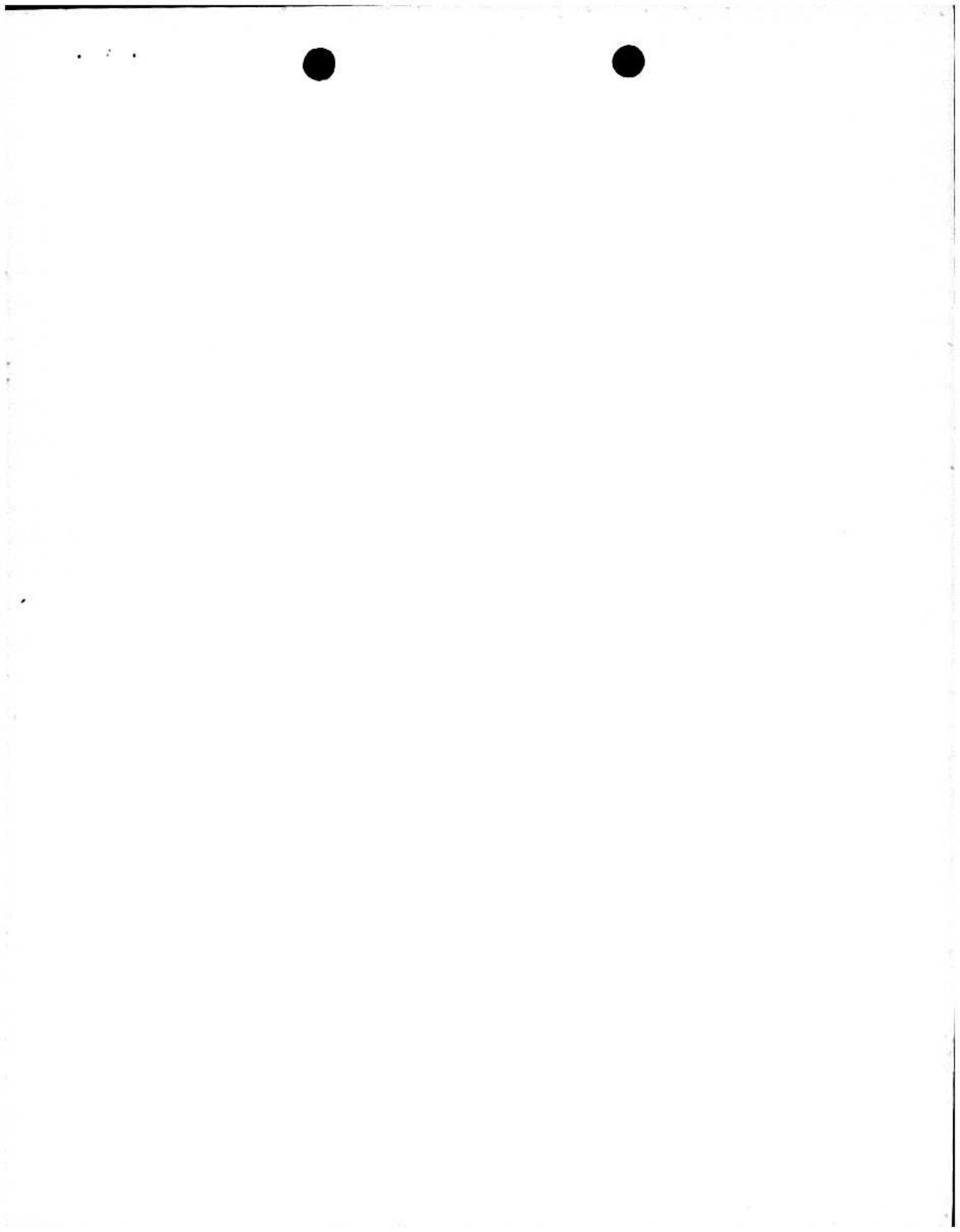
	<u>Sheet No.</u>
TITLE SHEET.....	1
CHECK SHEET.....	2
TABLE OF CONTENTS.....	3
SYMBOLS.....	5
TARIFF FORMAT.....	6
1.0 <b>TECHNICAL TERMS AND ABBREVIATIONS</b> .....	7
2.0 <b>RULES AND REGULATIONS</b> .....	9
2.1 <b>UNDERTAKING OF THE COMPANY</b> .....	9
2.2 <b>USE</b> .....	10
2.3 <b>LIABILITY OF THE COMPANY</b> .....	11
2.4 <b>RESPONSIBILITIES OF THE SUBSCRIBER</b> .....	11
2.5 <b>INTERRUPTION OF SERVICE</b> .....	12
2.6 <b>CANCELLATION OF SERVICE</b> .....	13
2.7 <b>VALIDATION OF CREDIT</b> .....	13
2.8 <b>BILLING</b> .....	14
2.9 <b>DEPOSITS</b> .....	15
2.10 <b>ADVANCE PAYMENT</b> .....	15
2.11 <b>TAXES</b> .....	15
2.12 <b>CONTESTED CHARGES</b> .....	16
2.13 <b>RETURNED CHECKS</b> .....	17
2.14 <b>EMPLOYEE CONCESSIONS</b> .....	17
3.0 <b>DESCRIPTION OF SERVICE</b> .....	20
3.1 <b>RATE CALCULATION</b> .....	20
3.2 <b>TIMING OF CALLS</b> .....	20
3.3 <b>CALLING PERIODS</b> .....	20
3.4 <b>CALCULATION OF DISTANCE</b> .....	20
4.0 <b>RATES</b> .....	21
4.3 <b>DISTANCE</b> .....	22
4.4 <b>CHARGES AND RATES</b> .....	23
5.0 <b>MARATHON'S SIMPLICITY PLAN, SWX ACCESS, FLAT RATE</b> .....	25
5.1 <b>TABLE B, OUTBOUND, INTRASTATE TERMINATION, (GA)</b> .....	26
5.2 <b>TABLE F, INBOUND 800, INTRASTATE ORIGINATION, (GA)</b> .....	26
6.0 <b>MARATHON'S SIMPLICITY PLAN, DED ACCESS, FLAT RATE</b> .....	27
6.1 <b>TABLE I, OUTBOUND INTRASTATE TERMINATION, (GA)</b> .....	27
6.2 <b>TABLE M, INBOUND 800, INTRASTATE ORIGINATION, (GA)</b> .....	27
6.3 <b>TABLE O, CALLING CARDS</b> .....	28
6.4 <b>TABLE P, CELLULAR LONG DISTANCE</b> .....	28



TELECOMMUNICATIONS SERVICE

TABLE OF CONTENTS

	<u>Sheet No.</u>
7.0 MARATHON'S BANDED RATE PLAN, (SWITCHED ACCESS).....	29
7.1 TABLE R, OUTBOUND INTRALATA AND TERMINATION, (GA).....	29
7.2 TABLE V, INBOUND 800, INTRASTATE ORIGINATION, (GA).....	29
8.0 MARATHON'S BANDED RATE PLAN, DEDICATED ACCES.....	30
8.1 TABLE Y, OUTBOUND, INTRASTATE TERMINATION, (GA).....	30
8.2 TABLE CC, INBOUND 800, INTRASTATE ORIGINATION, (GA).....	30
9.0 MARATHON'S AFFINITY PLAN.....	31



TELECOMMUNICATIONS SERVICE

---

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 Subscriber's Bill**
- M - Moved From Another Tariff Location**
- N - New**
- R - Change Resulting In A  
Reduction to a Subscriber's Bill**
- T - Change In Text or Regulation  
But No Change In Rate or Charge**

## TELECOMMUNICATIONS SERVICE

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. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Consult the Check Sheet for the revision number 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:
- 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, an updated check sheet accompanies it. The check sheet lists all 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 this page if these are the only changes made to it (i.e., the format, etc., remains the same, just updated revision numbers on some pages). The tariff user should refer to the latest check sheet to find out if a particular page is the most current one in effect.

## TELECOMMUNICATIONS SERVICE

**1.0 TECHNICAL TERMS AND ABBREVIATIONS**

**Access Line** - An arrangement connecting the Subscriber's location to an interexchange switching center.

**Accounting Code** - A numerical code(s) which is available to a Subscriber to enable him/her to identify the particular activity or person utilizing the phone service in order to provide accurate cost accounting and for billing purposes.

**Authorization Code** - A numerical code(s) which is available to a Subscriber to enable him/her to access the service, and which is used by the Company both to prevent unauthorized access to its services and to identify the Subscriber for billing purposes.

**Authorized User** - Any person, firm, corporation, or other legal entity which is authorized by the Subscriber to utilize or be connected to the service(s) provided to the Subscriber. Subscriber is responsible for all charges incurred by Authorized Users.

**Automatic Numbering Identification (ANI)** - A type of signaling provided by a local exchange company which automatically identifies the local exchange line from which a call originates.

**Called Station** - The terminating point of a call (i.e., the called number).

**Calling Station** - The originating point of a call (i.e., the calling number).

**Company** - Marathon Communications Corporation (MCC).

**Subscriber** - Any person, firm, corporation, or other legal entity which orders service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

**Subscriber-Provided Equipment** - Telecommunications equipment provided by a Subscriber that is located at the calling station and used to originate calls using the Company's services.

**Day** - From 8:00 A.M. up to, but not including, 5:00 P.M. local time Monday through Friday.

**Evening** - From 5:00 P.M. up to, but not including, 11:00 P.M. local time Sunday through Friday.

**Holidays** - The Company recognizes New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**TRANSMISSION VERIFICATION REPORT**

Marathon Communication Corporation

Tariff: G.A.P.S.C. No. 1  
 Date: 09/16/1996 17:24  
 National Sheet No. 8  
 FAX :  
 TEL :

**TELECOMMUNICATIONS SERVICE**

<b>Incomplete Call</b> - Any call where voice transmission between the calling and the called station is not established (i.e., busy, no answer, etc.).	DATE: 09/16 17:21 DURATION: 00:03:38 PAGE(S): 07 MODE: STANDARD
<b>InterLATA</b> - Calls which originate and terminate between points in two different LATA's.	

**IntraLATA** - Calls which originate and terminate between points within the same LATA.

**Interstate** - Calls which originate and terminate between points in two different states.

**Intrastate** - Calls which originate and terminate between points within the same state.

**Itemized Billing** - Billing report listing all charges due and for each call indicates (at a minimum) calling station, called station, date and time of call, duration of call, and charge for the call.

**Local Access and Transport Area (LATA)**- A geographic area established by the Modification of Final Judgment entered in United States v. Western Electric Co., Inc., 552 F. Supp. 131 (D.D.C. 1982), within which a local exchange company provides communication service.

**Local Exchange Company (LEC)**- A telephone company which provides local communication services to a specific geographical area for business and residential subscribers.

**Night/Weekend**- From 11:00 P.M. up to, but not including, 8:00 A.M. local time Sunday through Friday, and from 8:00 A.M. Saturday up to, but not including, 5:00 P.M. local time Sunday.

**RBOC**: Regional Bell Operating Company, ie Bell South, Pac Bell

**Special Access** - An arrangement connecting the Subscriber's location to an interexchange switching center by way of a dedicated transmission line.

**Switched Access** - An arrangement connecting the Subscriber's location to an interexchange switching center by way of the equipment/facilities provided by a LEC.

## TELECOMMUNICATIONS SERVICE

2.0 RULES AND REGULATIONS2.1 UNDERTAKING OF THE COMPANY

2.1.1. General - This tariff contains the regulations and rates applicable to direct-dialed intrastate interLATA Long Distance Message Telecommunications Service (LDMTS). LDMTS is furnished for the transmission of voice communications but may also be used for data, facsimile, signaling, metering, or other similar communications, subject to the transmission capabilities of the service. LDMTS is available twenty-four hours a day, seven days a week. The provisions of this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange company or other common carrier for use in accessing the services of the Company.

2.1.2. Transmission Medium - Marathon selects and/or arranges for the channels and/or service component used to provide LDMTS. Any suitable technology or combination of technologies may be used. Marathon may modify or change the channels and/or service components used to furnish the LDMTS at any time.

2.1.3. Provision of Subscriber Equipment -Subscriber-provided equipment may be used with LDMTS. The Subscriber is solely responsible for insuring that subscriber-provided equipment is constructed, maintained and operated so as to work satisfactorily with the services provided by the Company. The Company does not provide subscriber equipment; however, the Company may facilitate the Subscriber's acquisition of equipment from outside vendors.

2.1.4. Through Transmission of Signals - The Company is responsible for the provision of LDMTS from station to station. It is not responsible for the quality of transmission or signaling on the Subscriber's side of the interface at the Subscriber's premises.

2.1.5. Availability of LDMTS - When the access line is provided by a local exchange company, the ability of the Company to provide service in that particular telephone exchange is dependent upon the LEC having the capability to provide equal access to other common carriers.

A. Where a shortage of service components exists at any time either for temporary or protracted periods, the establishment of two-point LDMTS, provided under Section 3 of this tariff, shall take precedence over all other services provided by the Company.

TELECOMMUNICATIONS SERVICE

2.15 Service is furnished subject to the availability of the service components required. The Company will determine which of those components shall be used and make modifications to those components at its option.

2.1.6. Conditions Under Which Service is Furnished - The Company does not undertake to bring a called station to a station who cannot be readily reached at the called station. However, at the request and on behalf of the calling station, the Company, when possible, may arrange for messenger service or other means of notifying the called station of a call subject to the following:

- The calling station may be required to reimburse the Company for the messenger service charges and shall be advised of any charges at the time of the request.
- When possible, the messenger service charges will be determined in advance and must be approved by the calling, and
- Messenger service charges are in addition to the tariffed charges for the call.

2.1.7. Restoration of Service - The use and restoration of service will be in accordance with Part 64, Subpart D, of the Federal Communications Rules and Regulations.

2.2. USE

2.2.1. The Company's telecommunication services may only be used by subscriber in a manner consistent with the terms of this tariff and applicable federal and state regulations.

2.2.2. Services provided under this tariff shall not be used for unlawful purposes.

2.2.3. The use of the Company's services without payment for service or attempting to avoid payment by fraudulent means or devices is prohibited. The Company's services may be denied for nonpayment of valid charges or for other violations of this tariff.

2.2.4. All accounting and/or authorization codes shall be the sole property of the Company and no Subscriber shall have any property or other right or interest in the use of any particular code(s).



**TELECOMMUNICATIONS SERVICE****2.3. LIABILITY OF THE COMPANY**

2.3.1. The Company's liability for any and all damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission occurring in the course of furnishing service, and not caused by the negligence of its employees or agents, in no event shall exceed an amount equal to the proportionate charge to the Subscriber for the period during which the above faults in transmission occur. Only those portions of the service disabled will be credited.

2.3.2. The Company shall not be liable for any and all damages caused in whole or in part by, or associated with, the actions, omissions or negligence of any individual, subscriber, company, carrier or other entity utilizing or furnishing a portion of the service. No employees or agents of any other company, carrier, or entity utilizing or furnishing a portion of the service shall be deemed to be the employees or agents of the Company.

2.3.3. The Company shall be indemnified and held harmless against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, invasion of privacy, or infringement of copyright or trademark in connection with the material, information, data, or other content transmitted over the Company's service, and any other claim resulting from any act or omission of the Subscriber relating to the use of the Company's services.

2.3.4. The Company's failure to provide, maintain or restore service under this tariff shall be excused by labor difficulties, governmental orders or regulations, civil commotion's, acts of God, fire, flood, catastrophes, and other circumstances beyond the Company's reasonable control.

**2.4. RESPONSIBILITIES OF THE SUBSCRIBER**

2.4.1. Through a formal letter of agency, the Subscriber shall authorize the Company to act as its designated agent in working with the local exchange company, other common carriers, or entities in ordering the change of Primary Interexchange Carrier, if required, and the access connection of the Subscriber's location to the Company's service. The Subscriber is responsible for all fees charged by these providers for such service arrangement.

2.4.2. The Company's primary means of obtaining Subscribers is through direct sales. The prospective Subscriber will normally be contacted several times. First, to survey and establish eligibility. Second, a sales contact to establish the Subscriber's intent to use Marathon's services. Finally, if contact was made by telephone, a verification call from an independent third party as per FCC regulations will be made. In this manner, the Subscriber provides Marathon with solid confirmation of the Subscriber's intent to use Marathon's services through 1) a letter of agency and if necessary 2) verification by recorded phone conversation. A revocation of authority will also be required by Marathon if the Subscriber is on another reseller's network.

TELECOMMUNICATIONS SERVICE

---

2.4.3 The Subscriber is responsible for insuring that the services provided under this tariff are used only for the transmission of telecommunications in a manner consistent with applicable law, the terms of this tariff, and federal and state regulations.

2.4.4 The Company's services do not usually require a minimum volume commitment by the Subscriber, but does offer a choice of term commitments. Subscribers under an existing term or volume commitment plan with another service provider or other common carrier may or may not be able to transfer their service to the Company without imposition of fees, fines, or penalties. If such transfer is allowable, Subscribers may then be responsible to the Company for the remaining term or volume commitment and any fees, fines, or penalties for early termination. In any event, Subscribers are solely responsible for fulfilling their obligations under either pre-existing service agreements or a new agreement with Marathon.

2.4.5 The Subscriber is responsible for all calls and charges, whether by authorized users or not and/or with or without the Subscriber's knowledge or approval, made using the Subscriber's access line(s) to the Company's service and bilabial to the Subscriber's location. The use of Company services without payment or avoiding payment by fraudulent means or devices may result in the denial of further service and possible prosecution as provided by applicable law.

2.4.6 The Subscriber is responsible for all calls and charges made using his/her authorization code(s) with or without the Subscriber's knowledge or approval until the Subscriber notifies the Company to have the code(s) disabled.

2.4.7 The Subscriber is responsible for all federal, state, and local taxes which are billed as separate line items and are not included in the quoted rates herein.

2.5. INTERRUPTION OF SERVICE

2.5.1. Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the Subscriber, or to the failure of channels or equipment provided by the Subscriber, are subject to the general liability provisions set forth in 2.3.1 herein. It shall be the obligation of the Subscriber to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Subscriber shall ascertain that the trouble is not being caused by any action or omission by the Subscriber within his/her control, or is not in the wiring or equipment, if any, provided by the Subscriber, or is not in the access line or facilities provided by the local exchange company.

2.5.2. Subscribers may receive credit adjustments by calling the number shown on the Subscriber's bill. Credit adjustments may be authorized by the Company after appropriate investigation.

## TELECOMMUNICATIONS SERVICE

2.5.3. No credit shall be allowed for an interruption of a continuous duration of less than two hours. When service is interrupted between two to 24 hours, a credit allowance of 1/30th of the monthly recurring charge applies. If service is interrupted for more than 24 hours, a credit of 1/30th of the monthly recurring charge applies for each 24 hour period or fraction thereof.

**2.6. CANCELLATION OF SERVICE**

2.6.1. Service shall be canceled by the Company promptly upon receipt of a cancellation request from the Subscriber. This request does not need to be in any particular format.

2.6.3. Without incurring liability and without notice, the Company may refuse or discontinue services to the Subscriber or may withhold the provision of ordered or contracted services:

2.6.3 If the Subscriber or user causes or permits any signals or voltages to be transmitted over the Company's service in such a manner as to cause hazard or to interfere with the Company's service to others.

2.6.3 For violation of any of the provisions of this tariff.

2.6.3 For violation of any law, rule, regulation, or policy of any governing authority having jurisdiction over the Company's services.

2.6.3 If the Company deems it necessary to prevent unlawful use of its services by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Subscriber authorization codes.

2.6.3 By reason of any order or decision of a court, public service commission, federal or state regulatory body, or other governing authority prohibiting the Company from furnishing its services.

2.6.3 For unfavorable or fraudulent credit reports or advisories.

2.6.4 Without incurring liability and with 24 hours notice, the Company may refuse or discontinue services to the Subscriber or may withhold the provision of ordered or contracted services:

2.6.4 For nonpayment of any sum due the Company for more than thirty days after issuance of the bill for the amount due.

2.6.4 For any other circumstances not mentioned in paragraph 2.6.2 above which would reasonably justify cancellation of service.

## TELECOMMUNICATIONS SERVICE

---

**2.7 VALIDATION OF CREDIT**

The Company reserves the right to validate the credit worthiness of prospective Subscribers through available credit history research sources. Subscribers may be accepted or rejected based upon these reports.

**2.8. BILLING, PAYMENT OF SERVICES AND TERMINATION OF SERVICE**

**2.8.1 Billing** - Marathon bills in monthly increments from the first of the month through the last day of each month. Bills are prepared on or about the 10<sup>th</sup> of the subsequent month and arrive at the Subscriber location by mail on or about the 15<sup>th</sup> of the month. Bills are due upon receipt and are past due on the last calendar day of the month.

- A. Disputed Charges** - Subscribers must notify Marathon within 20 days of any dispute with regard to any invoice or change there on or said invoice will be deemed correct and binding.
- B. Adjustments** - Upon evaluation of the situation surrounding the disputed charge, and at the sole discretion of Marathon, the Subscriber may receive credit adjustments on subsequent bills or invoices. Marathon will not pay cash.
- C. Discounts** - Marathon reserves the right to provide some subscribers with credits from time to time, as reward for early payment of bills or other helpful activities.
- D. Finance Charge** - Marathon reserves the right to charge a finance charge of not more than 10% of the outstanding balance on accounts 60 days overdue.
- E. late payment** - Marathon reserves the right to charge the Subscriber 1.5% monthly or 18% per annum the unpaid balance of the account monthly.
- F. Return Check Charge** - Marathon will charge each subscriber who presents a bad check for payment with a \$35.00 bad check charge. This charge will appear on the monthly service bill.
- G. Delinquency**: Any time a bill remains unpaid for over 40 days, Marathon may terminate the Subscribers service.

**2.8.2 Optional billing arrangements** - When an LDTMS call is not billed to the calling station, the Company offers certain billing options depending on the type of call. These options, which are not available for DIAL-IT 900 service or Digital Long Distance Service 64 kbps data calls specified else where are:

## TELECOMMUNICATIONS SERVICE

**2.8.2 Collect Calls** - This option allows a call to be billed to the called station, if the charges are accepted by the called party, station, or number. Collect Calls are not acceptable at public or semi-public coin stations. In lieu of a collect call to a public or semi-public coin station, the charges may be billed to a Calling Card as specified in B following, or to a Third Number as specified in C following, or the call may be re-originated from the called station.

**2.8.2 Calling Card** - This option enables a customer to charge a call to a Calling Card. Calls charged to a commercial credit/charge must be made from a suitably equipped telephone or from international locations where available. \*Charges for the LDMTS call will be reflected on the statement issued by the respective commercial credit/charge institution.

**2.8.2 Third Number Billing** - This option allows a call to be billed to a telephone number identified with a station other than the calling or called one. Charges billed to a third number are subject to verification by the Company that they will be accepted at the third number, prior to completion of the call. Other efforts may be taken subsequently by the Company, as necessary, to determine responsibility for payment of such calls.

**2.8.2 Prepaid Card** - A card issued by the Company and purchased by a Customer for use with Marathon Prepaid Card Service.

\*Customers will be advised of the commercial credit/charge cards for which billing is available at the time the call is placed.

## 2.9 DEPOSITS

The Company reserves the right to require deposits from Subscribers. In any case, the deposit will not exceed an amount equal to three times the average total bill. No interest will be paid on deposits for service.

## 2.10 ADVANCE PAYMENT

**2.10.1 Usage** - The Company does not require regular advance payments from Subscribers for usage on business LDMTS. Prepaid Long Distance Cards, as their name indicate, require advance payment by the individual purchaser-user.

**2.10.2 Other Fees** - Non reoccurring charges such as connect PIC, installation, origination and special services will be collected in advance by separate invoice or on the monthly service bill. Likewise, those reoccurring charges such as service, billing, and feature charges are collected in advance on the monthly bill. (See Sec 4.0 Rates & Charges)

**2.11 CHARGES** - There are two types of charges associated with LDMTS, recurring and non-recurring.

## TELECOMMUNICATIONS SERVICE

**2.11.1 Recurring** - Recurring charges are incurred on a monthly or per unit of use basis, as specified for each LDTMS offering.

**2.11.1 A - Monthly Charge** - A flat charge applies for each month in which service is furnished and is prorated for a fraction of a month of service. Monthly charges start on the day after the service is installed, but not before the due date of the order unless the customer agrees to an earlier installation. Charges accrue through and include the day that the service is discontinued. Monthly charges are billed in advance, except where prohibited by law. When the billing date and the date that the service is started, changed, or discontinued do not coincide, the charges will be adjusted to reflect the fractional part of the month involved. For billing purposes, each month is considered to have 30 days.

**2.11.1 B - Usage Charge** - Usage charges are stated as a function of, and vary with, use (e.g., per connection or per unit of time). Usage charges are billed in arrears.

**2.11.2 Non-Recurring** - A non-recurring charge applies for each activity, such as an installation or a change, ordered by the Customer and performed by the Company. Charges may differ according to the work activity involved, as specified for each LDTMS offering.

**2.11.2 A - Installation Charge** - A fixed charge per unit applies when certain LDTMS components are furnished.

**2.11.2 B - Service Ordering Charge** - A fixed charge applies for receiving, recording and processing a Customer order for installation, move, or record change related to LDTMS. The service ordering charge varies according to the type of activity involved. When an order contains more than one activity, the highest service ordering charge will apply.

**2.12.1 Fractional Charges and Credits**

**A. Computing Charges or Credits for a Fractional Part of a Month** - When LDTMS rates are stated on a monthly basis, each month is considered to have 30 days for billing purposes. To determine fractional charges or credits for portions of months, count the days remaining in the billing period (including the 31st day of a 31-day month) starting with the day after the date on which the LDTMS was furnished or discontinued. Divide that figure by 30 days. Multiply the resultant fraction by the monthly charge to arrive at the fractional charge or credit.

Example: LDTMS furnished/discontinued on the 15th day of a 30-day month.

Monthly charge =	\$10
No. of days remaining billing period =	15 days
Billing month =	30 days

## TELECOMMUNICATIONS SERVICE

Fractional Charge/Credit =	$\frac{\text{No. of days Remaining in Billing Period} \times \text{Monthly Charge}}{\text{Billing Month}}$
Fractional Charge/Credit =	$(15/30) \times \$10.00$
Fractional Charge/Credit =	$\$5.00$

In the above example, the number of days remaining in the billing period would be 13 for a 28-day month and 16 for a 31-day month. The billing month would remain at 30 days. The same process would be used for computing the fractional charge or credit

2.12.2 Computing Fractional Charges or Credits for a Rate Change - When a monthly rate is changed (increased or decreased) as a result of a tariff revision, the additional charge or credit for any fractional part of a month is calculated as follows:

Count the number of days remaining in the billing period (including the 31st day of a 31-day month) starting with the effective date of the rate change. Divide that figure by 30 days (billing month). Multiply the resultant fraction by the amount of the monthly rate change to arrive at the fractional charge or credit.

2.12.3 Rounding to the Nearest Cent - If the computed charges or credit for monthly charges include one-half cent or more, the fraction is rounded up to the next highest cent. Fractions of less than one-half cent are deleted  $13.71=14$ ;  $13.49=13$ .

2.13 Gross Receipts Tax - When utility or telecommunications assessments, franchise fees, or privilege, license, occupational, excise, or other similar taxes or fees, based on interstate receipts are imposed by certain taxing jurisdictions upon the Company or upon local exchange companies and passed on to the Company through or with interstate access charges, the amounts of such taxes or fees will be billed to Customers in such a taxing jurisdiction on a prorated basis. The amount of charge that is prorated to each Customer's bill is determined by the interstate telecommunications services provided to and billed to a Customer service location in such taxing jurisdiction with the aggregate of such charges equal to the amount of the tax or fee imposed upon or passed on to the Company.

TELECOMMUNICATIONS SERVICE

**2.14 Monetary Units**

**2.14.1** For LDTMS from foreign countries or areas, including ships or aircraft, to stations in the United States, when the charges to Customers are made by a company or administration not subject to the Communications act of 1934, as amended, the following conditions apply:

For service from foreign countries or area, the charges are quoted in the currency of the country of the country or area involved.

For service from ships of the United States registry, the charges from this tariff are quoted in United States dollars.

For service from ships of foreign registry, the charges from this tariff are quoted in United States dollars or are converted to the currency of the country of ship registry at the current rate of exchange with respect to United State dollars.

**2.14.2** When this Company bills the charges for LDTMS from foreign countries or areas including ships or aircraft, to stations in the United States, the charges from this tariff, plus charges of foreign administrations and Ship Station Charges, if any, in the United States dollars, apply to all calls.

**Notice of Termination** - Marathon requires notice when LDTMS is to be terminated. The required notice period and the application of discontinuance charges, if any, are specified for each LDTMS offering in this tariff.

**Cancellation, Delay, or Change of an Order** - The regulations set forth in this section apply for canceling, delaying, or changing an order for any LDTMS components.

When an order for service is placed, a due date will be established and confirmed with the Subscriber. If the due date is delayed, the appropriate terms and conditions outlined in A. or B. following apply:

**2.14.3 Delay of a Due Date by the Subscriber** - A Customer may delay the due date of an order involving the installation or change of LDTMS when:

- The request for the delay is received by the Company prior to the order's due date, and
- The total delay measured from the order's initial due date does not exceed 30 cumulative calendar days.

Orders involving the discontinuance of service may be delayed at any time prior to the due date. There will be no maximum delay period for these orders.



## TELECOMMUNICATIONS SERVICE

2.14.4 Customer having delayed an order for the maximum 30 cumulative calendar day period may not delay the order again. The Customer instead has the option to (1) accept billing for the service ordered, or (2) cancel the order and pay the applicable non-recurring charge(s) for the service ordered. The billing or cancellation is effective on the 30th cumulative calendar day of the delay. If the Customer elects to accept billing, the installation will be completed as soon as reasonably practical after the Customer advises the Company.

2.14.5 Delay of a Due Date by the Company - The Company will make every reasonable effort to assure that the LDTMS offering ordered is furnished on the due date. However, in some cases a delay in the installation may be unavoidable. If an order is delayed beyond its due date for more than 45 cumulative calendar days and such delay is not requested or caused by the Customer, the Customer may cancel the order without penalty or payment of non-recurring charges.

2.14.6 Cancellation of an Order - A Customer may cancel an order at any time prior to the due date. An order is considered to have been canceled when the Company receives a notification of cancellation from the Customer. Such notification may not be retroactive.

Cancellation Charge(s) will apply as follows, unless caused by Company delay as specified in B preceding, or otherwise specified in the section applicable to the specific service:

When the customer cancels an order prior to the start of plant work activity, the Service Ordering Charge relative to the activity involved will apply.

Installation of a service order is considered to have started when the company begins to process a service order.

When the Customer cancels an order after plant work has started, a charge equal to the costs incurred in such installation will apply, less estimated net salvage. This charge will include the non-recoverable cost of equipment and material ordered, provided or used, plus the non-recoverable cost of installation and removal including the cost of engineering, labor, supervision, transportation, rights of way and other associated costs. Estimated net salvage will be based on recoverable cost of reusable equipment and material.

#### 2.14.7 Credit Allowances

General - A credit allowance is applicable to that portion of a call which is interrupted due to poor transmission (e.g., noisy circuit condition), one-way transmission (one party is unable to hear the other), or involuntary disconnection (cut-off) of the call caused by components of LDTMS. A Subscriber may also be granted credit for reaching the wrong number. To receive the proper credit, the Customer must notify the Company operator or Company office and furnish the called number, the trouble experienced (e.g., cut-off, noisy

TELECOMMUNICATIONS SERVICE

placed. Except for Custom Network Service and Digital Long Distance Service 64 kbps calling at the Customer's option, when the Company operator is notified, the operator will attempt to reestablish the call. LDTMS charges will apply to the re-established call. Credit allowances for interruptions to a call to interstate Directory Assistance are stated in "Directory Assistant Charge".

**2.14.8 Interruptions to Established Calls -** When a call to be billed under this tariff is interrupted due to cut-off, one-way transmission, or poor transmission conditions the Customer will receive credit equivalent to the period in which the call was interrupted, i.e., the initial or additional period.

**2.14.9 Wrong Numbers -** When a wrong number is reached, a credit equivalent to the initial period of the call will be granted if the Customer reports the situation promptly to the Company operator, except for Custom Network Service (not including Custom Switched Network Service), or a Company office.

**2.14.10 When Credit Allowances Do Not Apply -** Credit allowances for an LDTMS call do not apply for:

- Interruptions not reported to the Company,
- Interruptions that are due to the failure of power, equipment or systems not provided by the Company, or
- Interruptions caused by the failure of other services provided by this Company which are connected to LDTMS.

**Section 3: Core Services**

## TELECOMMUNICATIONS SERVICE

**3.0 DESCRIPTION OF SERVICES OFFERED**

**3.1 Outbound 1+ Service- Dial One** is an outbound telecommunications service which permits a Subscriber to establish a communications path between two stations by using uniform dialing plans. Subscribers establishing a telecommunications path originating in Canada or Mexico must have one or more locations in the United States. Subscriber stations are connected by access lines to designated Central Offices. Customer network service is accessible through either local exchange service access lines or 1.544 Mbps Terrestrial Digital Service Local Channels or equivalent for access to the Carrier Central Office from the Subscriber premises. All charges for this service are borne by the originator Subscriber.

**3.2 Inbound-800 Service**- This is a telecommunications service which permits inward calling from diverse stations in the Subscriber's selected geographical service areas to stations associated with the access line into the end-user's premises in the U.S. Mainland or Hawaii. Service Areas represent broad geographical areas which encompass specific locations to which the end-user subscribes. Within the Service Areas selected by the end-user, calls are completed without any charge to the caller. All charges associated with this service are borne by the terminating subscriber.

**3.3 Cellular Calling Service**- This is a feature of that allows a Subscriber who also subscribes to cellular mobile service to utilize their cellular mobile service to access the Marathon network. The end-user is responsible for obtaining cellular mobile service from a cellular carrier and for all charges for cellular mobile service. The rates for the Marathon portion of calls are the rates Subscriber has for Outbound 1+ as specified in agreement. Calls originate via switched access from on-network stations and terminate at either off-network stations (domestic only) or on-network stations (that utilize either switched or special access).

**3.4 Calling Card Program -**

A. The Company's Regular Calling Card program is based on the remote access feature of the Marathon network. From a point of origination, a customer dials the unique telephone number which gives the customer access to the network control. The customer then enters a unique authorization code which allows the dialing of the desired number to network stations. The rates for the Marathon network portion of calls are the rates for network service as specified in this tariff.

**3.5 Marathon International Call Back Service**- To be published.

TELECOMMUNICATIONS SERVICE

**4.0 RATES**

There are 5 major factors effecting the long distance rate: calling periods, billing increments, distance, special locations, and service selected.

**4.1 CALLING PERIODS** - Marathon offers two calling period options.

**4.1.1 Flat Rate Period** - Flat rate envisions a single rate for a call. The rate is not time of day, day of week or holiday sensitive; one rate for all times. This rate period is used by the Simplicity Plan and by the network calling cards.

	Mon	Tue	Wed	Thu	Fri	Sat	Sun
7:00AM To 7:00PM TO 7:00AM *To but not inclusive	One Rate Period						

**B. Peak and Off Peak Periods** - Peak and Off-peak rate periods may apply to **MARATHON** network usage.

The rates apply for all days of the week including holidays. The Peak rate period is from 7:00 AM up to, but not including, 7:00 P.M. local time Monday through Friday and from 5:00 PM up to, but not including, Midnight local time on Sunday. The Off-peak rate period is from 7:00 PM up to, but not including, 7:00 AM local time Monday through Friday, all day Saturday, and up to, but not including, 5:00 PM on Sunday. For New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, the Off Peak rates apply.

	MON.	TUES.	WED.	THUR.	FRI.	SAT.	SUN.
7:00 AM to *7:00 PM	Peak Rate Period					Peak Rate Period **	
7:00 PM to *7:00 AM							

\* To But Not Including  
\*\* 5:00 PM to Midnight

## TELECOMMUNICATIONS SERVICE

**4.2 BILLING INCREMENTS**

Marathon Billing Increments are applicable to all Marathon Programs. They consist of an initial minimum increment and additional increments. If the phone is picked up off the hook, at the termination number, even for 3 seconds, the minimum increment is charged. There after, additional time is charge in the units noted, rounded to the higher increment. (ie) An interstate call of 12 seconds is billed the initial increment: 18 seconds. A 30 second call is billed the initial increment of 18 seconds and 2 additional increments of 6 seconds for a total of 30 seconds.

Marathon Program	Initial Increment	Additional Increment
Intrastate	18	6
Calling Cards	60	60
Prepaid Calling Cards	60	60
Cellular Long Distance	18	6

**4.3 DISTANCE**

Marathon calculates the effect of distance upon charges in two ways: flat rates and banded rates.

4.3.1 Flat Rates - In flat rate costing there is no impact of distance upon the rate. It cost the same to call 10 miles as to call 1250 miles. Flat rate costing is used by the Simplicity Plan.

4.3.2 Banded Rates - Banded rates are directly related to the distance called and are divided into bands for use in North America. The first 4 bands are applicable to interstate calls. Distance is measured by aircraft miles from V&H of originating central office along great circle roots to V&H of terminating central office. The greater the distance, the greater the rate.

Intrastate Bands:

Band	Mileage
1	0-55
2	56-292
3	293-430
4	431-925

## TELECOMMUNICATIONS SERVICE

**4.4 SPECIAL LOCATIONS**

Because of contractual obligations imposed upon the underling carrier some lata's are much more expensive. These costs are added by local governmental units, LEC's and RBOC's.

<b>Lata</b>	<b>Location</b>
820	Puerto Rico
822	USVI
832	Alaska
834	Hawaii
921	Fisher Pond, NY
929	Edinberg, VA
932	Bluefield, WV
963	Kallspell, MT
980	Navajo Terr, AZ
981	Navaja Terr, UT

**4.5 SERVICE SELECTION** Marathon's many services vary widely in capability and features. Each service; 1+, 800, Calling Card, Cellular LD, is unique and uniquely rated.

**4.6 CHARGES AND RATES**

**4.6.1** This section sets forth the charges and rates applicable to the Company's services. The rates are applicable to domestic intrastate, domestic interstate, and international calls. All charges and rates are expressed in U.S. dollars. There is a minimum charge for each call, with additional periods billed in increments as noted in paragraph 4.2 and elsewhere in this tariff. Timing on completed calls begins when the call is answered by the called party. Timing terminates on all calls when the calling party goes to the on-hook mode.

**4.6.2** The charge for an LDMTD call is based on such factors as: (1) the distance between the rate centers of the originating (calling) station and the terminating (called) station; (2) the time of day and the day of the week when the call takes place; (3) the duration of the call; (4) the class of service; and (5) other line or service charges that may apply. The specific factors which apply to a given LDMTS call are listed in the rate section applicable to the service.

## TELECOMMUNICATIONS SERVICE

4.4.3. **Charges:** For services and features are presented on monthly bills or individual invoices as appropriate.

<b>Directory Assistance</b>	<b>Charge</b>	<b>Type</b>
Intrastate	.075/call	Non-recurring
Special Location	1.50/call	Non-recurring
<b>Calling Card Service Charge</b>		
Intrastate	0.35/call	Non-recurring
Special Location	0.55/call	Non-recurring
<b>Service Charges</b>		
800 Service	5.00/mo	Recurring
Simplicity Service	5.00/mo	Recurring
<b>Features Charges</b>		
800 Directory	15.00/mo	Recurring
CPE Travel Protection	35.00/mo	Recurring
COC Charge per port	3.00/mo	Recurring
EFC Charge per port	6.00/mo	Recurring
T1 Installation new accounts	1200.00/T1	Non-recurring
<b>Others</b>		
Origination/termination Special Locations	0.08/call	Non-recurring

## TELECOMMUNICATIONS SERVICE

**5.0 MARATHON's SIMPLICITY PLAN-SWITCHED ACCESS-FLAT RATE:**

Consists of five long distance services which may be tailored and packaged to the unique requirements of the business Subscriber's. The selected services are then joined together and billed together. These services may be Switched Access services and are billed at a Flat Rate.

Service	Mode	Location	Table
Outbound 1+	SWX	Intrastate	B
Inbound 800	SWX	Intrastate	F
Calling Card		Intrastate	O
Cellular		Intrastate	P
Call Back	SWX	TBD	TBD

5.1 This Table applies to Switched Access - Flat Rate Calls originating in Florida using local exchange access and terminating at other stations in Florida. The originating station is billed at a Flat Rate.

**Table B; Outbound, Intrastate Termination, SWX Access, Flat Rate**

Location		Term							
Origination	Termination	M/M		12 Month		24 Month		36 Month	
State	State	initial 18 Sec	Add'l 6 Sec	initial 18 Sec	Add'l 6 Sec	initial 18 Sec	Add'l 6 Sec	initial 18 Sec	Add'l 6 Sec
FL	FL	0 0636	0 0212	0 0608	0 0203	0 0590	0 0197	0 0571	0 0190

5.2 This Table applies to Switched Access - Calls originating in Florida and terminating in Florida using local exchange service access. The Terminating station is billed at a Flat Rate.

**Table F; Inbound 800, Intrastate Origination, SXW Access, Flat Rate**

Location		Term Option							
Origination	Termination	M/M		12 Month		24 Month		36 Month	
State	State	initial 18 Sec	Add'l 6 Sec	initial 18 Sec	Add'l 6 Sec	initial 18 Sec	Add'l 6 Sec	initial 18 Sec	Add'l 6 Sec
FL	FL	0 0636	0 0212	0 0608	0 0203	0 0590	0 0197	0 0571	0 0190

5.3 CALLING CARDS: See 6.5 Table O, Page 30

4.5 CELLULAR LD: See 6.6, Table P, Page 30



## TELECOMMUNICATIONS SERVICE

**6.0 MARATHON'S SIMPLICITY PLAN-DEDICATED ACCESS-FLAT RATE:**

Consists of five long distance services which may be tailored to the unique requirements of the Subscriber. The selected services are then joined together and billed together using Flat Rates, and are all Dedicated Access.

Service	Mode	Location	Table
Outbound 1+	Dedicated Access	Intrastate	J
	"	"	K
Inbound 800	"	"	L
Calling Card	"	"	O
Cellular LD	"	"	P
International Call Back	"	"	TBP

6.1 This Table applies to Dedicated Access - Calls originating in the Florida using dedicated access to carrier POP and terminates at other stations in Florida. The originating station is billed at a Flat Rate.

Table I; Outbound, Intrastate Termination, Dedicated Access, Flat Rate

Location		Term Option							
Origination	Termination	M/M		12Month		24Month		36Month	
		initial 18 Sec	Add'l 6 Sec	initial 18 Sec	Add'l 6 Sec	Initial 18 Sec	Add'l 6 Sec	Initial 18 Sec	Add'l 6 Sec
FL	FL	0.03829	0.01280	0.03672	0.01224	0.0560	0.01187	0.03449	0.01150

6.2 This Table applies to Dedicated Access - Calls which originate in Florida and then terminate at stations in Florida and use dedicated access to carrier POP. The Terminating station is the billed station at a Flat Rate.

Table M; Inbound 800, Intrastate Origination, Dedicated Access, Flat Rate

Location		Term							
Origination	Termination	M/M		12Month		24Month		36Month	
		initial 18 Sec	Add'l 6 Sec	initial 18 Sec	add'l 6 Sec	Initial 18 Sec	Add'l 6 Sec	Initial 18 Sec	Add'l 6 Sec
FL	FL	0.03561	0.01187	0.03261	0.01087	0.02961	0.00987	0.02961	0.00987

6.3 CALLING CARDS: See 6.5 Table O, Page 30

6.4 CELLULAR LD: See 6.6, Table P, Page 30

## TELECOMMUNICATIONS SERVICE

**6.5 CALLING CARDS** - This Table applies to calling cards calls originating in Florida using local exchange service to activate an 800 number on the **MARATHON** Network and a prescribed identification number to enter and terminate at any other station in Florida. The originating cardholder is the billed party.

**Table O; Outbound Calling Card, North American and International Termination, SWX Access, Flat rate**

Location		Term							
Origination	Termination	M/M		12 Month		24 Month		36 Month	
State	State	initial 18 Sec	Addl 6 Sec	initial 18sec	Addl 6 Sec	initial 18 Sec	Addl 6 Sec	initial 18 Sec	Addl 6 Sec
FL	FL	0 4950	0 1650	0 4650	0 1550	0 4350	0 1450	0 4050	0 1350

**6.6 CELLULAR LONG DISTANCE** - Cellular long distance calling may be included as an optional part of any other **MARATHON** calling plan. When bundled, its rate level will be the same level as the rest of the plan. Call detail will be combined with other outbound calls (ground by ANI) on your bill. There are no extra charges for cellular long distance calls.

**Table P; Cellular Outbound Long Distance, Flat Rate**

Location		Term							
Origination	Termination	M/M		12 Month		24 Month		36 Month	
State	State	initial 18 Sec	Addl 6 Sec	initial 18sec	Addl 6 Sec	initial 18 Sec	Addl 6 Sec	initial 18 Sec	Addl 6 Sec
FL	FL	0 4950	0 1650	0 4650	0 1550	0 4350	0 1450	0 4050	0 1350

## TELECOMMUNICATIONS SERVICE

**7.0 MARATHON'S BANDED RATE PLAN:** Consists of five long distance services which may be tailored to the unique requirements of the Subscriber. These Services are charged by the distance they cover from the point of origination to the point of termination. The longer the distance, the higher the charge. Bands are delineated in the appropriate Table noted. The selected services are then joined together and billed together. Service may be either be Switched Access, Dedicated Access or both.

Service	Mode	Location	Table
Outbound 1+	SWX	Interstate	R
Inbound 800	SWX	Intrastate	S
Calling Card	SWX	Intrastate	O
Cellular Long Distance	SWX	Intrastate	P

7.1 This Table applies to calls originating in Florida using local exchange service access and terminating at other stations in Florida. The originating station is the billed station. InterLATA calls originate in one LATA and terminate in another LATA in the same state. IntraLATA calls originate and terminate in the same LATA.

Table R; Outbound, InterLATA and IntraLATA Termination, SWX Access, Banded Rate

Location		Bands			
Origination	Termination	InterLATA		IntraLATA	
State	State	initial 18sec	Add'l 6sec	initial 18sec	Add'l 6sec
FL	FL	0 0585	0 0195	0 0495	0 0165

7.2 This Table applies to calls originating in Florida and terminating in Florida using local exchange service access. This call may be IntraLATA or InterLATA calls. The Terminating station is billed at a Banded Rate.

Table V; Inbound 800, Intrastate Origination, SWX Access, Banded Rate

Location		Bands			
Origination	Termination	Intrastate		Interstate	
		initial 18 Sec	Add'l 6 Sec	initial 18 Sec	Add'l 6 Sec
FL	FL	0 0546	0 0182	0 0546	0 0182

7.3 CALLING CARDS: See 6.5 Table O, Page 30

7.4 CELLULAR LD: See 6.6, Table P, Page 30

## TELECOMMUNICATIONS SERVICE

## 8.0 MARATHON's BANDED RATE PLAN - DEDICATED ACCESS:

Service	Mode	Location	Table
Outbound 1+	Dedicated	Intrastate	Y
Inbound 800	Dedicated	Intrastate	CC
Calling Card	Individual	Intrastate	O
Cellular Long Distance	Individual	Intrastate	P

8.1 This Table applies to calls originating in Florida using dedicated access to carrier POP and terminating at other stations in Florida. The originating station is billed at a Banded Rate.

Table Y: Outbound, Intrastate Termination, Dedicated Access, Banded Rate

Location		Band			
Origination	Termination	InterLATA		IntraLATA	
State	State	initial 18sec	Add'l 6sec	initial 18sec	Add'l 6sec
FL	FL	0 03828	0 01276	0 02928	0 00976

8.2 This Table applies to calls originating in Florida and terminating at stations in Florida which use dedicated access to carrier POP. The terminating station is the billed station at a Banded Rate.

Table CC: Inbound 800, Intrastate Origination, Dedicated Access, Banded Rate

Location		BANDS							
Origination	Termination	Band 6		Band 4&5		Band 2&3		Band 1	
State	State	initial 18sec	Add'l 6sec	initial 18sec	Add'l 6sec	initial 18sec	Add'l 6sec	initial 18sec	Add'l 6sec
FL	FL	0 03561	0 01187	0 03261	0 01087	0 02961	0 00987	0 02961	0 00987

8.3 CALLING CARDS: See 6.5 Table O, Page 30

8.4 CELLULAR LD: See 6.6, Table P, Page 30

## TELECOMMUNICATIONS SERVICE

**9.0 AFFINITY PLANS:** The purpose of an Affinity Plan is to raise money for the host or sponsor. There are three players in a Long Distance Affinity Plan. The host sometimes called the sponsor is an organization whose members share some common interest and who is the beneficiary of the Affinity Plan. The stronger the bond between the member and organization, the more successful the fund raising. The main responsibility of the host is to give absolute creditability and endorsement to the program provider; the more involved in promoting and publishing the better. The member, sometimes called the Subscriber, is the recipient of the item or commodity for sale. The item must be something of real value and should be viewed by all concerned as a good product at fair or bargain price. It is the Subscriber purchase of this product which generate the large cash flow needed to make the plan work. The sponsor receives a percentage of total sales; usually 6 to 18%.

The third party is the provider, **MARATHON**, who sells the product to the Subscriber and gives the proper percentage of sales to the sponsor or host. In addition, the provider administers the program and gives it direction and meaning in cooperation with the host.

A properly crafted Affinity Plan is an all around win. The member gets a real value, a first rate product at a good price. The sponsor receives a large cash dividend with modest expense of time and effort. The sponsor is viewed by the members as having done something good for the organization. The provider does most of the work and makes a smaller than usual profit, however, he generally has good customers who pay on time and a larger than usual volume.

**9.1 The MARATHON Affinity Plan is for Switched and Dedicated Access. Policies governing the administration of this plan are the same as regular MARATHON service except as noted below:**

**9.1.1 Subscriber's monthly contribution will be calculated and printed on the monthly bill. Both current month and year to date totals will be displayed.**

**9.1.2 Subscriber contribution will be calculated from paid usage only. No monthly or service charges, taxes or other fees will be used. Paid bills only will be used in the calculations.**

**9.1.3 Subscriber contributions will be sent electronically to the sponsor or host weekly, within 10 days of the Subscriber paying his bill. Under separate cover the same date a list of all contributing Subscriber's and amounts will be provided.**

**9.1.4 Management reports are available upon request.**

Marathon Communication Corporation

Tariff GA.P.S.C. No. 1  
Original Sheet No.32

TELECOMMUNICATIONS SERVICE

---

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

**DIVISION OF COMMUNICATIONS**  
**BUREAU OF SERVICE EVALUATION**

DEPOSIT TRFAS. REC.

DATE

1) 3 / 1) ... 41414 SEP 25 '96

**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  
2540 Shumard Oak Blvd.  
Gunter Building  
Tallahassee, Florida 32399-0850  
(904) 413-6600

- E. Once completed, submit the original and six (6) copies <sup>of</sup> with a non-refundable application



**MARATHON COMMUNICATIONS**

1801 Powers Ferry Road • Suite 180  
Atlanta, Georgia 30329

005772

CHECK NO.

DATE

AMOUNT

5772

Sep 23, 1996 \*\*\*\*\*\$250.00\*

PAY TO THE ORDER OF: Two Hundred Fifty and 0/100 Dollars

FL PUBLIC SERVICE COMMISSION  
2540 Shumard Oak Blvd.  
Gunter Building  
Tallahassee, FL 32399-6251

*[Handwritten Signature]*  
AUTHORIZED SIGNATURE