



December 9, 1996
Via Overnight

210 N. Park Ave.
P.O. Drawer 200
Winter Park, FL
32790-0200

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

961467-TI

RE: Amendment to Application and Tariff of HLC - Internet,
Incorporated for Authority to Provide Interexchange
Telecommunications Services within the State of
Florida, Docket No. 96-1137-TI

Tel: 407-740-8575
Fax: 407-740-0613

Dear Sir/Madam:

Enclosed for filing are the original and twelve (12) copies of an Amendment to Application of HLC - Internet, Incorporated for Authority to Provide Interexchange Telecommunications Services within the State of Florida, Docket No. 96-1137-TI. This Amendment reflects a company name change, a name change of the company's Regulatory Manager, and the addition of a product not included in the original filing. A revised tariff reflecting these changes is also included with this filing.

HLC - Internet, Incorporated respectfully requests that the Commission's approval order be granted in the company's new name, Epoch Networks, Inc.

Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it to me in the enclosed self-addressed, stamped envelope which has been provided for this purpose.

Questions pertaining to this filing may be directed to my attention at (407) 740-8575.

Yours truly,

Thomas M. Forte
Consultant to
HLC - Internet, Incorporated

cc: Henry G. Miller, III - HLC
to file: HLC - FL
TMX#FL96001

DOCUMENT NUMBER-DATE

13132 DEC 10 96

FPSC-RECORDS/REPORTING

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF FLORIDA

HLC - INTERNET,
INCORPORATED

IN RE: APPLICATION OF HLC - INTERNET,
INCORPORATED FOR AUTHORITY TO
PROVIDE INTEREXCHANGE
TELECOMMUNICATIONS SERVICE
BETWEEN POINTS WITHIN THE
STATE OF FLORIDA

DOCKET NO. 96-1137-TI

AMENDMENT TO APPLICATION

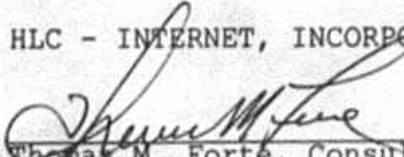
COMES NOW HLC - Internet, Incorporated ("HLC") and files this Amendment to its Application for Authority to Provide Interexchange Telecommunications Service Between Points Within the State of Florida ("Application"). In support thereof, HLC provides the following information:

1. On September 18, 1996, HLC filed its Application with the Florida Public Service Commission ("Commission").
2. HLC has recently amended its Articles of Incorporation to change its name to Epoch Networks, Inc. Attached as Exhibit "A" are copies of the pertinent corporate documents.
3. HLC desires to amend its Application to reflect the name change and to have any certificate issued to it issued in the name of Epoch Networks, Inc. Attached as Exhibit "B" is a tariff which has been revised to reflect the name change and to substitute the name of a new Regulatory Manager.

WHEREFORE, HLC requests that the Commission accept this Amendment to the Application and issue an Authority to Provide Interexchange Telecommunications Service Between Points Within the State of Florida as proposed in the Application.

Dated this 9 day of December, 1996.

HLC - INTERNET, INCORPORATED


Thomas M. Forte, Consultant to
HLC - Internet, Incorporated

DOCUMENT NUMBER-DATE

13132 DEC 10 96

FPSC-RECORDS/REPORTING

HLC - INTERNET, INCORPORATED

EXHIBIT "A"

AMENDED ARTICLES OF INCORPORATION
AMENDMENT TO APPLICATION FOR FOREIGN CORPORATION

A481969



SECRETARY OF STATE

CORPORATION DIVISION

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

OCT - 1 1996



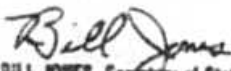
Bill Jones

Secretary of State

A481969

ENDORSED
FILEDin the office of the Secretary of State
of the State of California

SEP 27 1996


BILL JONES, Secretary of State

**CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION**

Scott Purcell and Robert Hawekotte certify that:

1. They are the President and the Secretary, respectively, of HLC - INTERNET, Incorporated, a California corporation.
2. Article 1 of the articles of incorporation of this corporation is amended to read as follows:

"The name of the Corporation (herein called the "Corporation") is Epoch Networks, Inc."

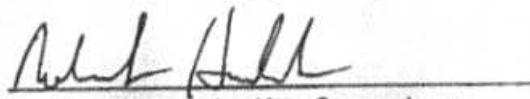
3. The foregoing amendment of articles of incorporation has been duly approved by the required vote of shareholders in accordance with Section 902 of the Corporations Code. The total number of outstanding shares of the Corporation is 8,516,776 Common Shares and 5,309,734 Preferred shares. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50% of each class.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Dated: September 26, 1996



Scott Purcell, President



Robert Hawekotte, Secretary



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

November 13, 1996

C T CORPORATION SYSTEM

TALLAHASSEE, FL

Re: Document Number F96000003461

The Amendment to the Application of a Foreign Corporation for HLC - INTERNET, INCORPORATED which changed its name to EPOCH NETWORKS, INC., a California corporation authorized to transact business in Florida, was filed on November 13, 1996.

Should you have any questions regarding this matter, please telephone (904) 487-6050, the Amendment Filing Section.

Darlene Connell
Corporate Specialist
Division of Corporation

Letter Number: 796A00051855

**APPLICATION BY FOREIGN CORPORATION TO FILE AMENDMENT TO
APPLICATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN
FLORIDA**

SECTION I (1-3 must be completed)

1. HLC - Internet, Incorporated
Name of corporation as it appears within the records of the Department of State.
2. Incorporated under laws of: California
3. Date authorized to do business in Florida: July 9, 1996

FILED
96 NOV 13 PM 3:35
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

SECTION II (4-7 complete only the applicable changes)

4. If the amendment changes the name of the corporation, when was the change effected under the laws of its jurisdiction of incorporation?

September 27, 1996

5. Name of corporation after the amendment, adding suffix "corporation," "company," "incorporated," or appropriate abbreviation, if not contained in new name of the corporation:

Epoch Networks, Inc.

6. If the amendment changes the period of duration, indicate new period of duration.

7. If the amendment changes the jurisdiction of incorporation, indicate new jurisdiction.



Signature
Name and Title

Scott Purcell, President

10/11/96

Date

HLC - INTERNET, INCORPORATED

EXHIBIT "B"

AMENDED TARIFF

TITLE PAGE
FLORIDA TELECOMMUNICATIONS TARIFF
OF
EPOCH NETWORKS, INC.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold telecommunication services provided by Epoch Networks, Inc. with principal offices located at 19800 MacArthur Boulevard, Suite 700, Irvine, California, 92715. This tariff applies for services furnished within the State of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

ISSUED: December 10, 1996

EFFECTIVE:

Issued by: Henry G. Miller, III, Regulatory Manager
19800 MacArthur Boulevard, Suite 700
Irvine, California 92715

CHECK SHEET

This tariff contains Sheets 1 through 38 inclusive, 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 tariff.

SHEET	REVISION	SHEET	REVISION
1	Original *	31	Original *
2	Original *	32	Original *
3	Original *	33	Original *
4	Original *	34	Original *
5	Original *	35	Original *
6	Original *	36	Original *
7	Original *	37	Original *
8	Original *	38	Original *
9	Original *		
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27	Original *		
28	Original *		
29	Original *		
30	Original *		

* - Indicates new or revised sheet with this filing

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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:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a tariff filing is made with the 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:

C.O.	-	Central Office
Corp.	-	Corporation
FCC	-	Federal Communications Commission
FPSC	-	Florida Public Service Commission
IXC	-	Interexchange Carrier
LATA	-	Local Access and Transport Area
LEC	-	Local Exchange Carrier
MTS	-	Message Telecommunications Service
PBX	-	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 Subscriber's or Customer's location to the Carrier's designated point of presence or network switching center.

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

Carrier or Company - Epoch Networks, Inc. unless otherwise indicated by the context.

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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**1.2 Definitions, (Cont'd.)**

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

Customer Premises Equipment - Terminal equipment, as defined herein, which is located on the Customer's premises.

Dedicated Access - See Special Access Origination/Termination.

Epoch - Used throughout this tariff to refer to Epoch Networks, Inc. unless otherwise indicated by the text.

Special Access Origination/Termination - Where originating or terminating access between the Customer and the interexchange carrier is provided on dedicated circuits. The LEC provides these dedicated circuits from the Customer's location to the Company's point of presence. The rates and charges for dedicated circuits are determined by the LEC and the Customer is responsible for payment of these charges to the LEC.

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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**1.2 Definitions, (Cont'd.)**

Subscriber - The person, firm, corporation, or other legal entity which arranges for services of the Company on behalf of itself or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this tariff. A Subscriber may also be a Customer when the Subscriber uses services of the Company.

Switched Access Origination/Termination - Where originating or terminating access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits.

Terminal Equipment - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purposed of rating calls.

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SECTION 2.0 - RULES AND REGULATIONS**2.1 Undertaking of Epoch Networks, Inc.**

Epoch is a resale common carrier providing intrastate direct dialed (1+) services to Customers within the State of Florida.

Epoch services and facilities are furnished for communications originating at specified points within the State of Florida under terms of this tariff.

Epoch provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this tariff. Epoch may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Epoch services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services is provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Applicability of Tariff

This tariff is applicable to telecommunications services provided by Epoch within the state of Florida.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**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 or its authorized agent 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.

2.3.2 Deposits

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

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.3 Payment and Credit Regulations, (Cont'd.)****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.

2.3.4 Taxes

Company reserves the right to bill any and all applicable taxes in addition to normal long distance usage charges, including, but not limited to: Federal Excise Tax, State Sales Tax, Municipal Taxes, and Gross Receipts Tax. Such taxes will be itemized separately on Customer invoices.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**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. Interruptions caused by Customer-provided, 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, credits 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:

$$\text{Credit} = A/30 \times B$$

A = outage time in days

B = total monthly charge for affected service.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.4 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.

2.4.3 Liability

- (A) The liability of the Company for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.
- (B) The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.4 Refunds or Credits for Service Outages or Deficiencies,
(Cont'd.)****2.4.3 Liability (cont'd.)**

- (C) The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this tariff, or (ii) for connecting, combining, or adapting Company's facilities with Customer's or Subscriber's apparatus or systems, or (iii) for any act or omission of the Customer or Subscriber, or (iv) for any personal injury or death of any person, or for any loss of or damage to Subscriber's or Customer's premises or any other property, whether owned by Customer, Subscriber or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.
- (D) The Company will provide credit on charges disputed by Customer in writing that are verified as incorrect by Company. If objection in writing is not received by Company within a reasonable period of time after bill is rendered (as determined by current law and regulatory policy), the account shall be deemed correct and binding upon the Customer.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.5 Minimum Service Period**

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

2.6 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.

2.7 Refusal or Discontinuance by Company

2.7.1 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. Epoch will 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.

2.7.2 Epoch may 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.

ISSUED: December 10, 1996

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.7 Refusal or Discontinuance by Company, (Cont'd.)****2.7.2 (cont'd.)**

- (C) For neglect or refusal to provide reasonable access to Epoch or its agents for the purpose of inspection and maintenance of equipment owned by Epoch or its agents.
- (D) For noncompliance with or violation of Commission regulation or Epoch'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 Epoch's equipment or service to others.
- (G) Without notice in the event of tampering with the equipment or services owned by Epoch or its agents.

ISSUED: December 10, 1996

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.7 Refusal or Discontinuance by Company, (Cont'd.)****2.7.2 (cont'd.)**

- (H) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Epoch may, 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.
- (I) Without notice by reason of any order or 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.

ISSUED: December 10, 1996**EFFECTIVE:**

Issued by: Henry G. Miller, III, Regulatory Manager
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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.8 Limitations of Service**

- 2.8.1 Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.8.2 Epoch reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of law.
- 2.8.3 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.
- 2.8.4 Epoch reserves 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.

ISSUED: December 10, 1996

EFFECTIVE:

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.9 Use of Service**

Service may be used for any lawful purpose for which it is technically suited. Customers or Subscribers reselling or rebilling Epoch'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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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.10 Employee Concessions**

[Reserved for Future Use]

2.11 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.

2.12 Applicable Law

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

2.13 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.

2.14 Restoration of Service

In the event the Customer is disconnected for non-payment, no reconnection charge is required by Epoch. The Customer may be required to pay a "PIC" change charge by the applicable LEC, if one is applicable.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.14 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.

2.15 Other Rules

2.15.1 Epoch reserves the right to validate the credit worthiness of Customers or Authorized Users through available verification procedures.

2.15.2 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.

2.16 Reservation of 800 Numbers

The Company will make every effort to reserve 800 vanity numbers for customers, but makes no guarantee or warranty that the requested number(s) will be available.

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SECTION 3.0 - DESCRIPTION OF SERVICE**3.1 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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SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**3.2 Calculation of Distance, (Cont'd.)**

EXAMPLE: Distance between Miami and New York City -

	V	H
Miami:	8,351	529
New York:	<u>4,997</u>	<u>1,406</u>
Difference:	3,354	-877
Square and add:	11,249,316 + 769,129 = 12,018,445	
Divide by 10:	12,018,445 / 10 = 1,201,844.5	
Round up:	1,201,845	
Take square root:	$\sqrt{1,201,845} = 1,096.3$	
Round up:	1,097 miles	

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SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**3.3 Timing of Calls**

Billing for calls placed over the network is based in part on the duration of the call.

- 3.3.1 Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.3.2 Chargeable time for all calls ends when one of the parties disconnects from the call.
- 3.3.3 Minimum call duration for billing purposes is thirty (30) seconds unless otherwise specified in the individual rate schedules of this tariff.
- 3.3.4 The initial period for all calls is thirty (30) seconds or fraction thereof, regardless of the rate period.
- 3.3.5 The additional period for all calls is six (6) seconds regardless of the rate period. If the additional period usage is less than six (6) seconds, it will be billed at the full six (6) second rate.
- 3.3.6 There is no billing applied for incomplete calls.

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SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**3.4 Rate Periods**

Unless otherwise indicated elsewhere in this tariff, all usage-based rates in Section 4.0 are subject to the following time-of-day, day-of-week, and holiday rate periods:

- 3.4.1** Day Rate Period - Applies to that portion of a call occurring from 8:00 AM to, but not including, 5:00 PM Monday through Friday.
- 3.4.2** Evening Rate Period - Applies to that portion of a call occurring from 5:00 PM to, but not including, 11:00 PM Sunday through Friday.
- 3.4.3** Night/Weekend Rate Period - Applies to that portion of a call occurring from 11:00 PM to, but not including 8:00 AM all days, 8:00 AM to, but not including, 11:00 PM Saturday; 8:00 AM to, but not including, 5:00 PM Sunday.
- 3.4.4** When a call is established in one rate period and ends in another rate period, the rate in effect at the calling station applies to the portion of the call occurring within that rate period. When a unit of time is split between two rate periods, the rate applicable to that unit of time is based on the rate period in which it began.

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SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**3.5 Service Offerings****3.5.1 Epoch 1+ Service**

Epoch 1+ Service allows Customers to place direct dialed calls to terminating locations throughout the state of Florida. Customers are presubscribed to the Epoch network or dial the Company's Access Code. Calls are placed by dialing "1+" or Casual Calling Access Code and the destination telephone number, including the area code if applicable. Customers may access Epoch 1+ Service through switched access facilities. Calls are billed in one (1) minute increments with an initial period, for billing purposes, of one (1) minute.

3.5.2 Toll Free Inbound Service

Epoch Toll Free Inbound Service is an inward calling service. It permits termination of intrastate calls from diverse geographic locations to Customer local exchange lines or to dedicated access facilities. With Epoch Toll Free Service, the Customer is billed for the call rather than the call originator. Calls are billed in thirty (30) second increments with an initial period, for billing purposes, of one (1) minute.

3.5.3 Epoch Wide Area Service

Epoch Wide Area Service allows Business Customers to place direct dialed calls to terminating locations throughout the state of Florida. Customers are presubscribed to the Epoch network. Calls are placed by dialing "1+" and the destination telephone number, including the area code if applicable. Customers may access Epoch 1+ Service through switched access facilities. Calls are billed in thirty (30) second increments with an initial period, for billing purposes, of one (1) minute.

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SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**3.5 Service Offerings, (Cont'd.)****3.5.4 Epoch Travel Card Service**

Epoch Travel Card Service allows the Customer to place calls within the State of Florida while away from the home or office. The Customer must dial an "800" number and a special access code before completing the call. Calls are billed in one (1) minute increments with an initial calling period of one (1) minute.

3.5.5 Epoch Special Bill Service

Epoch Special Bill Service allows Customers to place direct dialed calls to terminating locations throughout the State of Florida. Customers are presubscribed to the Epoch network or dial the Company's Access Code. Calls are placed by dialing "1+" or Casual Calling Access Code and the destination telephone number, including the area code if applicable. Customers may access Epoch Special Bill Service through switched access facilities. Calls are billed in six (6) second increments with an initial period, for billing purposes, of eighteen (18) seconds.

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SECTION 4.0 - RATES**4.1 General**

Each Customer is charged individually for each call placed through the Company. 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 Epoch Networks, Inc.'s Message Toll Service. No installation charges or fixed monthly recurring charges apply.

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SECTION 4.0 - RATES, (CONT'D.)**4.2 Exemptions and Special Rates****4.2.1 Discounts for Hearing Impaired Customers**

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

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

4.2.2 Emergency Call Exemptions

The following calls are exempted from all charges: Emergency calls to recognizable authorized civil agencies including police, fire, ambulance, bomb squad and poison control. Epoch Networks, Inc. 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.

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SECTION 4.0 - RATES, (CONT'D.)**4.3 Late Payment Charge**

A late fee of 1.5% per month will be charged on any past due balance.

4.4 Return Check Charge

A return check charge of \$15.00 or 5% of the balance due (whichever is greater) will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company) and pursuant to Florida law and FPSC regulations.

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SECTION 4.0 - RATES, (CONT'D.)

4.5 Service Offerings - Rates

4.5.1 Epoch 1+ Service

Per Minute Rate

<u>Monthly Usage</u>	<u>Per Minute Rate</u>	<u>Recurring Monthly Fee</u>
\$ 0 - \$100	\$0.1900	\$10.00
\$101 - \$299	0.1900	7.00
\$300 +	0.1900	5.00

4.5.2 Toll Free Inbound Service

(A) Per Minute Rate Options

Customers of Epoch's Toll Free Inbound Service are given the option of various billing rates depending on their calling patterns and anticipated usage. Each option provides for a lower per minute rate in exchange for a higher monthly fee.

<u>Monthly Recurring Charge</u>	<u>Per Minute Rate</u>
\$ 7.00	\$0.1650
\$10.00	0.1550
\$12.00	0.1450
\$15.00	0.1350

(B) Registration Fee per Number \$75.00

(C) Volume Discount

Customers are eligible for volume discounts based upon their total monthly intrastate and interstate Epoch Toll Free Inbound Service. The volume discounts for this service are:

<u>Monthly Usage</u>	<u>Discount %</u>
\$ 0 - \$999.99	0.00%
\$1,000 +	10.00%

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SECTION 4.0 - RATES, (CONT'D.)

4.5 Service Offerings - Rates, (Cont'd.)

4.5.2 Epoch Wide Area Service

(A) Wide Area Service I

Wide Area Service I is for Wide Area Service Customers billing greater than \$500 per month.

(1) Per Minute Rates

Mileage Band	Day	Evening	Night/Weekend
	Per Minute Rate	Per Minute Rate	Per Minute Rate
0 - 22	\$0.1657	\$0.0955	\$0.0892
23 - 124	0.1721	0.1020	0.0892
125 - 430	0.1785	0.1147	0.0892
430 +	0.1785	0.1147	0.0892

(2) Monthly Rec. Charge \$ 5.00

(3) Per Line Set-up Fee \$25.00

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SECTION 4.0 - RATES, (CONT'D.)

4.5 Service Offerings - Rates, (Cont'd.)

4.5.2 Switched Access Service, (cont'd.)

(B) Wide Area Service II

Wide Area Service II is for Wide Area Service Customers billing less than \$500 per month.

(1) Per Minute Rates

Mileage Band	Day	Evening	Night/Weekend
	Per Minute Rate	Per Minute Rate	Per Minute Rate
0 - 22	\$0.1754	\$0.1012	\$0.0944
23 - 124	0.1823	0.1080	0.0944
125 - 430	0.1890	0.1214	0.0944
430 +	0.1890	0.1214	0.0944

(2) Monthly Rec. Charge \$ 5.00

(3) Per Line Set-up Fee \$25.00

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SECTION 4.0 - RATES, (CONT'D.)

4.5 Service Offerings - Rates, (Cont'd.)

4.5.3 Epoch Travel Card Service

(A) Flat Rate Travel Card Service

Per Call Surcharge	\$0.00
Per Minute Rate	\$0.25

(B) Combined Travel Card Service

Per Call Surcharge	\$0.75
Per Minute Rate	\$0.21

4.5.4 Epoch Special Bill Service

Per Call Rate

Per Call Rates			
Monthly Usage	Initial Period	Add'l. Period	Monthly Rec. Fee
\$ 0 - \$100	\$0.0570	\$0.0190	\$10.00
\$101 - \$299	0.0570	0.0190	7.00
\$300 +	0.0570	0.0190	5.00

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