970 471-TI

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

DIVISION OF COMMUNICATIONS BUREAU OF SERVICE EVALUATION

DEPOSIT

DATE

D 5 0 5

APR 17 1997

## 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:

Check received with filling and forwarded to Fiscal for deposit. Fiscal to forward a copy of check to RAR with proof of deposit.

Initials of person who forwarded check: (904) 413-6251

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 2524.480(2).

03939 APR 17 5

FPSC-RECORDS/REPORTING

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

TOP: 71994 > 30 30 (X) 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.
- (XX) 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.
- () Prepaid Debit Card Provider any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

	2.	This is an application for (check one):
		<ul> <li>(X) Original Authority (New company).</li> <li>( ) Approval of Transfer (To another certificated company).</li> <li>( ) Approval of Assignment of existing certificated (To an uncertificated company).</li> <li>( ) Approval for transfer of control (To another certificated company).</li> </ul>
3	3.	Name of corporation, partnership, cooperative, joint venture or sole proprietorship: Quentel Communications, Inc.
-	4.	Name under which the applicant will do business (fictitious name, etc.):
		Quentel Communications, Inc.
	5.	office box, city, state and zip code). Phillips Point, Suite 800 Mest
	6.	777 South Flagler Drive, West PAlm Beach, FL 33401 Florida address (including street name & number, post office box, city, state and zip code):
		Same as National Address
3	7.	Structure of organization;
		( ) Individual (X) 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.
		(a) Provide proof of compliance with the foreign limited partnership statute (Chapter 620.169 FS), if applicable. NA
		(b) Indicate if the individual or any of the

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

NONE

(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

- If incorporated, please give:
  - (a) Proof from the Florida Secretary of State that the applicant has authority to operate in Florida.

Corporate charter number: P97000021784

- (b) Name and address of the company's Florida registered agent. Garrison Lickle, ESQ 777 South Flagler Drive, 500 East
- (c) Provide proof of compliance with the fictitious name statute (Chapter 865.09 FS), if applicable.

Fictitious name registration number: \_\_\_

- (c) Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:
  - (1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.
    NOME
    - (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.

See Attachment A

- 10. Who will serve as liaison with the Commission in regard to (please give name, title, address and telephone number):
  (a) The application;
  G. Peter Reed, Jr.
  (b) Official Point of Contact for the ongoing operations of the company;
  G. Peter Reed, Jr.
  - (c) Tariff;
    - G. Peter Reed, Jr.
  - (d) Complaints/Inquiries from customers;
    - G. Peter Reed, Jr.
  - 11. List the states in which the applicant:
    - (a) Has operated as an interexchange carrier.
      None
    - (b) Has applications pending to be certificated as an interexchange carrier.

Mone

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

None

- (e) Has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.
  None
- (f) Has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.

None

12. W	hat services will the applicant offer to other ertificated telephone companies:
	(X) Facilities. ( ) Operators. ( ) Billing and Collection. ( ) Sales. ( ) Maintenance. ( ) Other:
13. D	o you have a marketing program?
	Yes
14. W	<pre>ill your marketing program:    (X) Pay commissions?    () Offer sales franchises?    () Offer multi-level sales incentives?    () Offer other sales incentives?</pre>
And in	explain any of the offers checked in question 14 (To thom, what amount, type of franchise, etc.).  plicant will pay sales commission to qualified salesments employ.
16. W	Tho will receive the bills for your service (Check althat apply)?
0	Residential customers. (X) Business customers.  ( ) PATS providers. ( ) PATS station end-users  (XX) Hotels & motels. ( ) Hotel & motel guests.  ( ) Universities. ( ) Univ. dormitory residents.  ( ) Other: (specify)
17. F	Please provide the following (if applicable):
	(a) Will the name of your company appear on the bill for your services, and if not who will the billed party contact to ask questions about the bill (provide name and phone number) and how is this information provided?
	Yes
	(b) Name and address of the firm who will bill for your service.
	Quentel will bill for its own service

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.

SEE ATTACHMENT B

C. Technical capability. SEE ATTACHMENT B

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) .

TARIFF ATTACHED

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

XX MTS with distance sensitive per minute rates \_\_\_\_ Method of access is FGA

Method of access is FGB

XXV Method of access is FGD

XX / 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

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

\_\_\_ Method of access is FGA

Method of access is FGB

XX Method of access is FGD

xx Method of access is 800

	MTS for pay telephone service providers
	Block-of-time calling plan (Reach out Florida, Ring America, etc.).
	XX 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.)
	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
- 12	No cart
21.	What does the end user dial for each of the interexchange carrier services that were checked in services included (above).
	NA .
22.	Other: na

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

- 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.
- 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.
- APPLICATION FEE: A non-refundable application fee of \$250.00 must be submitted with the application.
- 5. RECEIPT AND UMDERSTANDING 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.
- 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:

Signature

4-14-97 Date

Quentel Communications, Inc.

President

Title

561-820-9429 Telephone No.

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

## CERTIFICATE TRANSFER STATEMENT

N/A

I, (TYPE NAME)		of (NAME OF COMPANY)
holder of certificate in this application and ju- transfer of the above-	oin in the potitioner's	, have reviewed
UTILITY OFFICIAL:	Signature	Date
Z	Title	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):

- The applicant will not collect deposits nor ( x ) 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.)

KNTG COMMUNICATIONS, INC.

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

#### INTRASTATE NETWORK

- POP: Addresses where located, and indicate if owned or leased.
  - 1) 2)

Location is currently being negotiated. Application will
3)
4)

- provide location when available

  2. SWITCHES: Address where located, by type of switch, and indicate if owned or leased.
  - 1) 2)

Location is cureently beingnequotiated. Applicant will provide location when available

3)

- of facilities (microwave, fiber, copper, satellite, etc.) and indicate if owned or leased.
  - 1) POP-to-POP TYPE OWNERSHIP

2)

Type . is currently being negotiated. Applicant will

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).

#### SEE ATTACHMENT C

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

Restriction will be addressed as per FPSC Rules & Regulations.

- 6. CURRENT FLORIDA INTRASTATE SERVICES: Applicant has ( ) or has not (X ) 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? NA
  - b) If the services are not currently offered, when were they discontinued?

UTILITY OFFICIAL:

Signature

4-14-97

Quentel Communications, Inc.

President

Title

561-820 9429 Telephone No.

# QUENTELL COMMUNICIONS, INC. Attachment A Florida Public Service Application for the Authority to Provide INTEREXCHANGE TELECOMMUNICATIONS SERVICE

Answer to question 9 (c) 2.

Yes. C. Bruce McClintic was a founder and served as the first President of Diversified Tel-com, Inc. He left the Company after five years.

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

#### A. Financial capability.

As a newly incorporated entity, the company does not have a relevant balance sheet, income statement and statement of retained earnings. We offer a three year financial projection shown as Attachment A on this application.

Quentel has a commitment for the metered resale of voice and data telephone traffic, including a switch partition agreement, which will enable applicant to originate and terminate telephone calls within the state of Florida.

Quentel intends to raise the additional capital necessary to maintain the requested telephone service by selling stock to private investors and by drawing on the companies established lines of credit.

#### A. Financial capability. (Cont.)

Quentel will have sufficient capability to meet its lease and ownership obligations with revenues generated by on going operations and or by exercising capital commitments from private investors.

Based on a track record of nine years of banking relationships developed while founding and managing a software distribution company, Quentel's founder has demonstrated the qualifications and net worth necessary to exercise long and short term financing agreements, and to meet the projected lease and ownership obligations necessary to provide requested telephone service.

#### B. Managerial capability.

Applicant's president, G. Peter Reed, Jr., has the managerial capability to provide Alternative Local Exchange service in Florida. This is evidenced by his successful management of Diskovery Educational Systems, Inc., a software distribution business whose annual revenues he grew to more than two million (\$2,000,000).

#### C. Technical capability.

Applicant's technical capability to provide Alternative Local Exchange Service in Florida can be demonstrated by the work experience of the company's network operations manager C. Bruce McClintic. Mr. McClintic successfully designed and maintained Diversified Tel-Comm's telephone network for more than five years. Additionally Applicant has a professional team of consultants with more than twenty years of telecommunications experience.

West Palm Beach

227, 230, 233, 252, 308, 309, 310, 312, 313, 315, 319, 326, 329, 346, 355, 357, 358, 371, 373, 379, 385, 386, 387, 389, 433, 434, 437, 439, 440, 471, 478, 508, 515, 533, 534, 535, 540, 547, 550, 551, 552, 553, 554, 556, 580, 582, 585, 586, 588, 602, 605, 606, 615, 622, 624, 625, 626, 627, 640, 641, 552, 553, 554, 652, 653, 655, 659, 681, 683, 684, 685, 686, 687, 688, 689, 691, 694, 697, 751, 753, 754, 642, 650, 652, 652, 670, 791, 793, 795, 796, 798, 803, 804, 818, 820, 822, 832, 833, 835, 837, 838, 758, 759, 762, 775, 790, 791, 793, 795, 796, 798, 803, 804, 818, 820, 822, 832, 833, 835, 837, 838, 840, 842, 844, 845, 848, 854, 863, 874, 881, 882, 885, 915, 930, 936, 937, 947, 963, 964, 965, 966, 967, 968, 969

QUENTEL COMMUNICATIONS INC (OCI) Local exchange provider PROFORMA INCOME STATEMENTS PESSAMISTIC SCENARIO

I affirm that these financial projections are true and correct

6 It had 4.14-77

28,783 22,500 18,000 18,000 18,000 18,000 2,250 143,595 49.917 550 Total 10,320 19 349 12.675 21.137 8.532 29,569 10,718 2 8,600 24 724 1.062 6,610 8888888 12,640 ; 8.78 8.718 8.008 88888888 88 7,166 13,437 20,603 14.242 9 13,496 88888888 33 11,197 5.97 15,576 88888888 7,666 88 4.977 9.331 8888888 4.147 7.776 11,923 3.401 1,534 005 L 500 8888888 6.240 8.240 862 862 3.456 6.480 9.836 88 19,250 18,388 3 5 5 E 88888888 2,880 888 2,400 8.290 19,032 8888888 88 248 4.500 6.90 19,250 222288 88 19,250 19,250 -222223 19,250 250 88 19,250 \* 88888888 88 17,750 -17,750 • Operating months Network bundling revenue Network bunding costs Local service revenue Total cost of services GROSS MARGIN Revenue contribution Engineer Marketing/achertsing Revenue contribution Total revenue Office supplies/mac Local service costs V.P. Bus Develop Cost of services Total S,G & A YEAR ONE Accounting Travel exp Total EBIT

## INTRASTATE LONG DISTANCE TELEPHONE SERVICE

FALE GORY

#### TITLE SHEET

#### QUENTEL TARIFF NO. 1

THE REGULATIONS CONTAINED IN THIS TARIFF ARE APPLICABLE TO THE RESALE OF INTRASTATE LONG DISTANCE TELEPHONE SERVICE PROVIDED BY QUENTEL COMMUNICATIONS, INC. (HEREINAFTER "QUENTEL" OR "COMPANY") BETWEEN VARIOUS LOCATIONS WITHIN THE STATE OF FLORIDA.

Check received with filing and forwarded to Fiscal for deposit. Fiscal to futward a copy of check to FAR with proof of a posit.

Initials of person who forwarded check

ISSUED: April 12, 1997

SUBMITTED BY:

G. Peter Reed, Jr. 777 South Flagler Drive, Suite 800 West West Palm Beach, FL 33401 EFFECTIVE:

DOCUMENT NUMBER-DATE

03939 APR 17 5

FPSC-RECORDS/REPORTING

## INTRASTATE LONG DISTANCE TELEPHONE SERVICE

## CHECK SHEET

This tariff contains Sheets 1 to 41 inclusive, each of which is effective as of the date shown. Revised sheets as named below comprise all changes from the original tariff that are in effect on the date herein:

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

ISSUED: April 12, 1997

SUBMITTED BY:

EFFECTIVE:

#### ALPHABETICAL SUBJECT INDEX

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(M) = Some material previously found on this page has been moved to 2nd Revised Sheet No. 2.2.

ISSUED: April 12, 1997

EFFECTIVE:

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Grade of Service	off	er	ed																3.	1
Inspection, Testin	ıg	an	d	Ad	ju	st	me	nt											2.2.	2
Interruption of Se	rv	ic	e							٠		•	•	٠	•		•	٠	2.2.	1
Liability																			2.2.	3
Limitations on Ser	vi	ce	٠	•	•	•	•	٠	٠	•	•		•	•			٠	•	2.4.	1
Minimum Service Pe	ri	od																•	2.3.	1
Promotional Rates													•							5
Rates																				
Refunds or Credits	f	or	O	ıta	ge	s,	, [	Det	fic	:10	and	:ie	s,		or					•
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Service Offerings																			3.:	3
Terminal Equipment																			2.4.3	3
Timing of Calls		•	•	•	•	٠	٠	•	٠	٠	٠	٠	٠	•	٠	٠	•	•	3.2	2
Use of Service																			2.4.2	2

ISSUED: April 12, 1997

EFFECTIVE:

## INTRASTATE LONG DISTANCE TELEPHONE SERVICE

## TABLE OF CONTENTS

tle Sheet	
neck Sheet	
phabetical Subject Index	
ble of Contents	
mbols	
riff Format	
ection 1 - Technical Terms and Abbreviations	1
ection 2 - Rules and Regulations	1
ection 3 - Description of Service	1
erion 4 - Bates and Charges	2

ISSUED: April 12, 1997

SUBMITTED BY:

EFFECTIVE:

G. Peter Reed, Jr. 777 South Flagler Drive, Suite 800 West West Palm Beach, FL 33401

#### INTRASTATE LONG DISTANCE TELEPHONE 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 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

ISSUED: April 12, 1997

**EFFECTIVE** 

#### TARIFF FORMAT

- A. Sheet Numbering Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between existing sheets with whole numbers, a decimal is added. For example, a new sheet added between Pages 14 and 15 would be 14.1
- B. Sheet Revision Numbers Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th Revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of deferrals, the notice periods atc., the most current sheet number on file with the FPSC is not always the tariff sheet in effect. Consult Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 2.1. 2.1.1. 2.1.1.A. 2.1.1.A.1. 2.1.1.A.1.(a) .I 2.1.1.A.1.(a) .I. 2.1.1.A.1.(a) .I.(i) 2.1.1.A.1.(a) .I.(i)
- 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 sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current sheet on file with the FPSC.

ISSUED: April 12, 1997

EFFECTIVE.

## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

#### 1.1 Definitions

Access Line - An arrangement which connects Customer's location to Carrier's Network Switching Center.

Application for Service - A standard form which includes all pertinent billing, technical and other descriptive information which will enable Carrier to provide the communications services as required.

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

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

Carrier QUENTEL COMMUNICATIONS, INC. unless the context means otherwise.

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

Dedicated Access Line - An arrangement permitting Customer to access the services of the Carrier via dedicated private line facilities between the Customer's premises and the switching location of the Carrier.

ISSUED: April 12, 1997

EFFECTIVE:

(N)

## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (cont)

### 1.1 Definitions (continued)

<u>Dedicated Port</u> - A port on Carrier's switching facility which is dedicated, at extra charge, to Customer's exclusive use, and which is connected to the Customer's premises by a private line furnished by Customer.

Joint User - A person, firm or corporation, designated by the Customer as a user of communications facilities furnished to the Customer by Carrier, and to whom a portion of the charges for such facilities are billed under a joint user arrangement.

Other Common Carrier - Any one of several common carriers other than QUENTEL, from which QUENTEL, obtains circuits and communications facilities for resale.

Subscription Fee - A continuing monthly bill to the Customer for recovery of administrative expenses.

ISSUED: April 12, 1997

EFFECTIVE:

#### SECTION 2 - RULES AND REGULATIONS

#### 2.0 Description of Service and Billing

- 2.0.1 Carrier is a resale common carrier providing intrastate communications service to Customers for their direct transmission of voice, data, and other types of telecommunications to all points within the State of Florida
- 2.0.2 Communications originates when the Customer dials one of the local exchange telephone numbers provided by Carrier in one of the metropolitan areas named in Section 4, or by dialing 1- plus area code and seven digit telephone number if subscriber has selected QUENTEL as its preferred long distance Carrier.

To utilize service provided by QUENTEL, in case of the former the Customer, utilizing a tone generating telephone or acoustical coupling, dials a local 7-digit access telephone number. The Customer will receive a dial tone upon being answered by the QUENTEL, equipment. The Customer shall then enter their authorization code, provided by QUENTEL, then the area code and seven digit number they want to call.

2.0.3 The Customer's monthly charges for Carrier's services are based upon the total time the Customer actually uses the service, the distance between the metropolitan areas in which calls originate and terminate, and his use of service options, if any. Carrier has software equipment to detect voice. Timing of a billable call commences when the called party answers the phone. The rates for service are set forth in Section 4.0.

## SECTION 2 - RULES AND REGULATIONS (cont)

## 2.0 <u>Description of Service and Billing</u> (continued)

- 2.0.4 Service is provided and billed by QUENTEL, on a monthly (30 day) basis. QUENTEL will assign each new Customer to said cycle for billing. QUENTEL reserves the right to reassign billing cycles with prior written notice to the Customer. Customers initiating service after the beginning of a billing cycle will be billed for services rendered during the billing cycle. Billing is payable upon receipt. Interest at the highest rate allowed by law will accrue upon any unpaid amount commencing 30 days after the rendering of the billing. In the event it becomes necessary, to enforce collection of unpaid amounts, the Customer is responsible for the cost of collection, and shall pay to QUENTEL all costs for collection, including reasonable attorney fees.
- 2.0.5 The Customer is responsible for the payment of all charges incurred for service furnished to the Customer and his authorized user(s) if any. All charges for usage of service are billed in arrears. If notice of dispute as to charges is not received by QUENTEL in writing within 30 days after a billing invoice has been issued, the invoice shall be considered correct and binding on the Customer.

ISSUED: April 12, 1997

EFFECTIVE:

## INTRASTATE LONG DISTANCE TELEPHONE SERVICE

## SECTION 2 - RULES AND REGULATIONS (cont)

## 2.1 Deposits

The Company does not require a deposit from the Customer.

ISSUED: April 12, 1997

SUBMITTED BY:

EFFECTIVE:

G. Peter Reed, Jr. 777 South Flagler Drive. Suite 800 West West Palm Beach, FL 33401

## SECTION 2 - RULES AND REGULATIONS (cont)

## 2.2 Refunds or Credits for Outages, Deficiencies, or Discontinuance

## 2.2.1 Interruption of Service

Credit allowance for interruptions of service which are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.3.3 herein. It shall be the obligation of the Customer to notify Carrier 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 control, or is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's terminal.

## 2.2.2 Inspection, Testing and Adjustment

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

## 2.2.3 Liability

A. The liability of the Carrier 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. For the purpose of computing this amount, a month is considered thirty (30) days.

ISSUED: April 12, 1997

EFFECTIVE.



#### INTRASTATE LONG DISTANCE TELEPHONE SERVICE

#### SECTION 2 - RULES AND REGULATIONS (cont)

### 2.2 Refunds or Credits for Outages, Deficiencies, or Discontinuance

#### 2.2.3 Liability (continued)

- B. Carrier 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 on entity other than Carrier, 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 Carrier's direct control.
- Carrier shall not be liable, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense or damage, (i) for defamation, invasion of privacy, infringement of copy right or patent, unauthorized use of any trademark, tarde name or service mark, unfair competition, interference with or misappropriation of violation of any contract, proprietary of 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 Carrier under this Tariff, or (ii) for connecting, combining or adapting Carrier's facilities with Customer's apparatus or systems, or (iii) for any act or omission of the Customer, or (iv) for any personal injury or death of any person, or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, location, condition, operation, maintenance, failure, or removal of equipment by wiring provided by the Carrier, if not directly caused by negligence of the Carrier. No agent or employee of any other Carrier shall be deemed to be an agent or employee of Carrier.

ISSUED: April 12, 1997

EFFECTIVE:

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## SECTION 2 - RULES AND REGULATIONS (cont)

## 2.3 Minimum Contract Periods and Notice of Discontinuance

## 2.3.1 Minimum Service Period

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

## 2.3.2 Cancellation by Customer

Service may be canceled by the Customer only on not less than thirty (30) days' prior written notice to Carrier.

## 2.3.3 Cancellation by Carrier

Without incurring liability, Carrier may, upon 15 days' written notice to the Customer, discontinue service or cancel an application for service for (i) non-payment of any sum due to Carrier for more than 30 days after Carrier issues the bill for the amount due, (ii) any violation of any regulation governing the services under this Tariff, (iii) any violation of any law, rule, regulation or policy of any government authority having jurisdiction over the service, or (iv) by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Carrier from furnishing such services.

ISSUED: April 12, 1997

EFFECTIVE.

## SECTION 2 - RULES AND REGULATIONS (cont)

### 2.4 Other Rules

## 2.4.1 Limitations on Service

- A. Service will ordinarily be furnished within 10 days of request subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. Carrier reserves the right not to provide service to or from a location where the necessary facilities or equipment are not available.
- B. Carrier reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this Tariff, or in violation of law.

## 2.4.2 Use of Service

- A. Service may be used for the transmission of communications by the Customer.
- B. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, Authorized User or Joint User to share the cost of the service as long as the arrangement generates no profit for any participants in the arrangement.

## 2.4.3 Terminal Equipment

A. Carrier's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as teleprinters, handsets or data sets.

ISSUED: April 12, 1997

EFFECTIVE

## SECTION 2 - RULES AND REGULATIONS (cont)

## 2.4 Other Rules

## 2.4.3 Terminal Equipment (continued)

Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. Customer is responsible for all costs at his premises, including Customer personnel, wiring, electrical power, and the like, incurred in his use of Carrier's service.

ISSUED: April 12, 1997

EFFECTIVE:

## SECTION 3 - DESCRIPTION OF SERVICE

## 3.0 Quality and/or Grade of Service Offered

## 3.1 Grade of Service Offered

QUENTEL's objective is to maintain a P.05 grade of service as defined by acceptable engineering standards set forth within the telephone industry. This grade of service will allow an average of 95% of all calls to be processed on the first attempt without encountering busy conditions or blockages.

#### 3.2 Timing of Calls

The Customer's monthly charges for Carrier's services are based upon the total time the Customer actually used the service, the distance between the metropolitan areas in which calls originate and terminate, and his use of service options, if any. Carrier has software equipment to detect voice. Timing of a billable call commences when the called party answers the phone. The rates for service are set forth in Section 4.0.

ISSUED: April 12, 1997

EFFECTIVE:

#### SECTION 3 - DESCRIPTION OF SERVICE (cont)

### 3.2 Timing of Calls (continued)

#### 3.2.1 Calculation of Distance

QUENTEL, utilizes a flat rated, city originating, state or county sensitive, direct access inter/intra State service which is not mileage sensitive. All interlata calls are the same rate regardless of mileage. Intralata calls are county sensitive, with calls terminating one county away rated at one rate and calls terminating two counties away rated at another rate. See Section 4 Schedule B.

#### 3.3 Service Offerings

#### 3.3.1 BUS/RES

BUS/RES, Schedule A, is a 5'lat rated, city originating sensitive, direct access, inter/intrastate service designed for the Customer who requires high quality long distance service with varying usage.

#### 3.3.2 BUS 03

Bus 03, Promotional Corporate Rate, is a flat rated, direct access, inter/intrastate service designed for Customer whose toll usage exceeds \$5,000 per month or who agree to participate in the OUENTEL Promotional/Referral program.

#### 3.3.3 QUENTEL Card Service

Customers of QUENTEL have the option of obtaining a QUENTEL card for the purpose of charging to their personal account calls made while away from their home or office. The rates and charges for this service may be found in Schedule D, Sheet 18.

ISSUED: April 12, 1997

EFFECTIVE

## SECTION 3 - DESCRIPTION OF SERVICE (cont)

## 3.3 Service Offerings (continued)

## 3.3.4 Directory Assistance

Directory Assistance is provided to assist subscribers in obtaining telephone numbers.

## 3.3.5 QUENTEL Promotional/Referral Program

Customers who use QUENTEL as their primary Long Distance Carrier and when asked agree to be listed on QUENTEL's reference list and actively promote and refer large corporate users can qualify for QUENTEL's Promotional Corporate Rate (Section 4.8).

## 3.4 QUENTEL InBound Service

### 3.4.1 QUENTEL 800 Service

QUENTEL 800 Service Will enable customers to receive 800 service calls at their residence or place of business. The customer will be assigned an 800 telephone number to receive call that are paid for by the customer rather than the calling party.

## 3.4.2 QUENTEL 888 Service

QUENTEL 888 Service will enable customers to receive 888 service calls at their residence or place of business. The customer will be assigned an 888 telephone number to receive call that are paid for by the customer rather than the calling party.

ISSUED: April 12, 1997

EFFECTIVE:

## SECTION 4 - RATES

- 4.1 The Customer's monthly charge for services provided by QUENTEL are based upon the total time the Customer used the service per call, the area code and exchange (if necessary) in which the call terminates, and the Customer's use of service options, if any.
- 4.2 For the purpose of calculating the total time of the call, for the purpose of billing said call, the fraction of the last minute in use, if any, shall be rounded to the next full minute, unless otherwise stated for a specific service contained herein.
- 4.3 For each call using QUENTEL's service, each minute of its use or portion thereof shall be billed to the Customer utilizing the rate tables contained herein.
- 4.4 The rates in Section 4 for QUENTEL provided service are subject to one of the following time of day and day of week time schedules. The appropriate schedule is noted with the rates for each service type.

#### TIME OF DAY SCHEDULE A

Day: 8:00 a.m. to 5:00 p.m., Monday through Friday.

Evening: 5:00 p.m. to 11:00 p.m., Sunday through Friday

Night: 11:00 p.m. to 8:00 a.m., all days of the week; 8:00 a.m. to 11:00 p.m. on Saturday, and

8:00 a.m. to 5:00 p.m. on Sunday.

## TIME OF DAY SCHEDULE B

Day: 7:00 a.m. to 7:00 p.m., Monday through Friday. Evening/Night/Weekend: All other times.

#### TIME OF DAY SCHEDULE C

All days and all times are at the same rate.

All times refer to local time in the metropolitan area in which the call originates.

ISSUED: April 12, 1997

EFFECTIVE:

## SECTION 4 - RATES (cont)

## 4.5 BUS/RES Intrastate Rates

The rates in Schedule A are applicable for all intrastate calls originating within the State of Florida with the exception of calls originating and terminating within the counties listed in Schedule B or for calls originating in Key West (Schedule C).

## Schedule A - Per Minute Charges

DAY 8 a.m. - 5 p.m. \$.36 EVENING 5 p.m. - 11 p.m. 5.26 NIGHT 11 p.m. - 8 a.m. S.18

## Schedule B - Per Minute Charges

Intrastate calling within the certain counties listed in this Schedule will be charged at two (2) special sets of rates that shall be dependant on the originating and terminating county. For purposes of the rates listed in this Schedule, these rates do not include locations in Dade County within or south of the Homestead telephone company exchange(s) nor exchanges north of the Jupiter telephone company exchange(s).

## ORIGINATING COUNTY

Dade
Broward
Broward
Palm Beach
Palm Beach
Martin
Martin
St. Lucie
St. Lucie
Indian River

## TERMINATING COUNTY

Broward
Dade
Palm Beach
Broward
Martin
Palm Beach
St. Lucie
Martin
Indian River
St. Lucie

DAY 8 a.m. - 5 p.m. \$.26 EVENING 5 p.m. - 11 p.m. \$.18 NIGHT 11 p.m. - 8 a.m. \$.18

ISSUED: April 12, 1997

EFFECTIVE:

SUBMITTED BY:

#### SECTION 4 - RATES (cont)

#### 4.5 BUS/RES Intrastate Rates (continued)

#### Schedule B - Per Minute Charges (continued)

#### ORIGINATING COUNTY

#### TERMINATING COUNTY

Dade
Palm Beach
Palm Beach
St. Lucie
Martin
Broward
Martin
Indian River
Martin

St. Lucie

Palm Beach Dade St. Lucie Palm Beach Broward Martin Indian River Martin St. Lucie Martin

DAY 8 a.m. - 5 p.m. \$.29 EVENING 5 p.m. - 11 p.m. \$.22 NIGHT 11 p.m. - 8 a.m. \$.22

## Schedule C - Per Minute Charges

#### ORIGINATING COUNTY

#### TERMINATING COUNTY

Key West Key West Dade County Broward County Palm Beach County

DAY 8 a.m. - 5 p.m. \$.38 EVENING 5 p.m. - 11 p.m. \$.25 NIGHT 11 p.m. - 8 a.m. \$.22

ISSUED: April 12, 1997

EFFECTIVE:

SUBMITTED BY:

## SECTION 4 - RATES (cont)

## 4.5 BUS/RES Intrastate Rates (continued)

Schedule C - Per Minute Charges (continued)

#### ORIGINATING COUNTY

TERMINATING COUNTY

Key West

State of Florida with the exceptions of locations otherwise referenced in Schedule C.

## ORIGINATING COUNTY

TERMINATING COUNTY

Key West

All exchanges in Monroe County south of and including Marathon.

Key Largo

including Marathon.
All exchanges in Monroe
County south of and
including Islamorada.

Islamorada

All toll exchanges in Monroe County and north of Islamorada.

SECTION 4 - RATES (cont)

[RESERVED FOR FUTURE USE]

ISSUED: April 12, 1997

SUBMITTED BY:

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West Palm Beach, FL 33401

EFFECTIVE:

## SECTION 4 - RATES (cont)

## 4.6 Directory Assistance

Customers utilizing service provided by QUENTEL shall have the capability of placing calls to long distance information. The charge associated with this service will be \$.50 per call charged to the Customer by QUENTEL.

## 4.7 QUENTEL Calling Card Services

## 4.7.1 \_ QUENTEL \_Card Service

Customers of QUENTEL have the option of obtaining a QUENTEL card for the purpose of charging to their personal account calls made while away from their home or office. The rates for this service may be found in Schedule D below.

## SCHEDULE D - Per Minute Rates

DAY .	EVENING	NIGHT
8 a.m 5 p.m.	5 p.m 11 p.m.	11 p.m 8 a.m.
\$.65	\$.65	\$.65

## . 4.7.2 QUENTEL \_\_\_\_\_\_\_ Calling Card Service

## Per Minute Rates\*\*

DAY	EVENING	NIGHT	
8 a.m 5 p.m.	5 p.m 11 p.m.	11 p.m 8 a.m.	
S.25	\$.25	\$.25	

\*\* Calls are billed in six (6) second increments after an initial minimum billable period of sixty (60) seconds.

#### SECTION 4 - RATES (cont)

#### 4.8 BUS 03

QUENTEL Customers whose toll usage exceeds \$5,000 per month or who agree to participate in QUENTEL 's Promotional/Referral program (see Section 3.3.5) qualify for the Promotional Corporate Rate; BUS 03.

## SCHEDULE E - IntraLATA Per Minute Rates

DAY 7 a.m. - 7 p.m. \$.25 ALL OTHER TIMES 7 p.m. - 7 a.m. 5.21

## SCHEDULE F - InterLATA Per Minute Rates

DAY 7 a.m. - 7 p.m. \$.27 ALL OTHER TIMES 7 p.m. - 7 a.m. \$.23

ISSUED: April 12, 1997

SUBMITTED BY:

EFFECTIVE:

## 4.9 BUS 02

QUENTEL Customers whose toll usage exceed \$2,500 per month qualify for the rates shown in Schedule G.

# SCHEDULE G - Per Minute Rates

1 County \$.25 2 County .28	EVENING 5 D.m 11 D.m. \$.18 .22 .26	NIGHT 11 p.m 8 a.m. \$.16 .17 .18
2 County .28 Rest of Florida .31	277.77	.18

## 4.10 BUS 04

QUENTEL Customers whose toll usage exceed \$10,000 per month qualify for the rates shown in Schedule H.

# SCHEDULE H - Per Minute Rates

	DAY 7 p.m.	ALL OTHER TIMES
IntraLATA InterLATA	\$.21	\$.20

## 4.11 BUS 06

QUENTEL Customers whose direct dialed calls originate from the Orlando LATA qualify for the Business Saver Program. The rates for this program are shown in Schedule I.

# SCHEDULE I - Per Minute Rates

DAY 8 a.m 5 p.m. 5  IntraLATA \$.26  InterLATA .29	EVENING p.m 11 p.m. \$.21 .23	NIGHT 11 p.m 8 a.m. \$.17 .18
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ISSUED: April 12, 1997

EFFECTIVE:

SUBMITTED BY:

## SECTION 4 - RATES (cont)

#### 4.12 BUS 07

QUENTEL Customers whose direct dialed calls originate from the Orlando LATA and whose usage exceed \$101 qualify for the Business Saver Plus Program. The rates for this program are shown in Schedule J.

## SCHEDULE J - Per Minute Rates

	DAY 7 a.m 7 p.m.	ALL OTHER TIMES
IntraLATA	\$.25	\$.19
InterLATA	.27	.21

#### 4.13 BUS 08

QUENTEL Customers whose direct dialed calls originate from the Orlando LATA and whose usage exceed \$501 qualify for the Ultra Business Saver Program. The rates for this program are shown in Schedule K.

## SCHEDULE K - Per Minute Rates

	DAY 7 a.m 7 p.m.	ALL OTHER TIMES
IntraLATA	\$.23	\$.19
InterLATA	.25	

#### 4.14 BUS 09

QUENTEL Customers whose direct dialed calls originate from the Orlando LATA and whose usage exceed \$1000 qualify for the Ultra Business Saver PLUS Program. The rates for this program are shown in Schedule L.

## SCHEDULE L - Per Minute Rates

	DAY 7 a.m 7 p.m.	ALL OTHER TIMES 7 D.m 7 a.m.
IntraLATA InterLATA	\$.21	\$.19

ISSUED: April 12, 1997

EFFECTIVE:

SUBMITTED BY:

#### SECTION 4 - RATES (cont)

#### 4.15 BUS 10

QUENTEL Customers whose toll usage exceed \$250 per month and who nave minimal international usage qualify for the rates shown in Schedule M.

#### SCHEDULE M - Per Minute Rates

	DAY	EVENING	NIGHT
	8 a.m 5 p.m.	5 p.m 11 p.m.	11 p.m 8 a.m.
IntraLATA	\$.19	\$.17	\$.17
InterLATA	.21	.13	.18

#### 4.16 BUS 11

QUENTEL Customers whose toll usage exceed \$500 per month and who have minimal international usage qualify for the rates shown in Schedule N.

## SCHEDULE N - Per Minute Rates\*\*

IntraLATA Calls: \$.17 InterLATA Calls: \$.19

\*\* For billing purposes, one of two billing options shall apply. Under Option A, calls are billed in six (6) second increments after an initial minimum billable period of thirty (30) seconds. Under Option B, calls are billed in one (1) minute increments.

#### 4.17 BUS 12

QUENTEL Customers whose toll usage exceed \$1,000 per month and who have minimal international usage qualify for the rates shown in Schedule O.

#### SCHEDULE O - Per Minute Rates

. .

All Calls:

\$.17

ISSUED: April 12, 1997

EFFECTIVE:

SUBMITTED BY:

#### SECTION 4 - RATES (cont)

#### 4.18 BUS 13

QUENTEL Customers whose toll usage exceed \$1,500 per month and who have minimal international usage qualify for the rates shown in Schedule P.

## SCHEDULE P - Per Minute Rates

DAY 7 a.m. - 7 p.m. \$.17 ALL OTHER TIMES 7 p.m. - 7 a.m. \$.14

ISSUED: April 12, 1997

SUBMITTED BY:

EFFECTIVE:

## 4.19 BUS 14

QUENTEL Customers whose toll usage exceed \$250 per month and who have a high volume of international usage qualify for the rates shown in Schedule Q.

#### SCHEDULE O - Per Minute Rates

IntraLATA Calls: \$.19 InterLATA Calls: \$.21

#### 4.20 BUS 15

QUENTEL Customers whose toll usage exceed \$500 per month and who have a high volume of international usage qualify for the rates shown in Schedule R.

### SCHEDULE R - Per Minute Rates

IntraLATA Calls: \$.17 InterLATA Calls: \$.19

#### 4.21 BUS 16

QUENTEL Customers whose toll usage exceed \$1,000 per month and who have a high volume of international usage qualify for the rates shown in Schedule S.

#### SCHEDULE S - Per Minute Rates

All Calls:

\$.17

ISSUED: April 12, 1997

EFFECTIVE:

SUBMITTED BY:

#### 4.22 BUS 17

QUENTEL Customers whose toll usage exceed \$1,500 per month and who have a high volume of international usage qualify for the rates shown in Schedule T.

### SCHEDULE T - Per Minute Rates \*\*

DAY
7 a.m. - 7 p.m.

\$.17 (R)

ALL OTHER TIMES
7 p.m. - 7 a.m.
\$.15

\*\* For billing purposes, one of two billing options shall apply. Under Option A, calls are billed in six (6) second increments after an initial minimum billable period of thirty (30) seconds. Under Option B, calls are billed in one (1) minute increments.

#### 4.23 BUS 23

QUENTEL Customers who have a high volume of domestic usage qualify for the rates shown in Schedule U.

## SCHEDULE U - Per Minute Rates\*\*

DAY ALL OTHER TIMES 5 p.m. - 8 a.m. S.16 \$ 14

\*\* For billing purposes, one of two billing options shall apply. Under Option A, calls are billed in six (6) second increments after an initial minimum billable period of thirty (30) seconds. Under Option B, calls are billed in one (1) minute increments.

ISSUED: April 12, 1997

EFFECTIVE:

## SECTION 4 - RATES (cont)

#### 4.24 BUS 25

QUENTEL Customers who have primarily evening and night/weekend toll usage qualify for the rates shown in Schedule V. This program is only available for residential customers.

## SCHEDULE V - Per Minute Rates

DAY
7 a.m. - 7 p.m.

\$.20

ALL OTHER TIMES
7 p.m. - 7 a.m.
\$.10

#### 4.25 BUS 28

QUENTEL Customers who have a high volume of outbound and/or inbound domestic usage qualify for the rates shown in Schedule W. The Customer is charged a flat rate per minute of usage for all time periods.

## SCHEDULE W - Per Minute Rates \*\*

Outbound \$0.139
Inbound \$0.145

\*\* For billing purposes, one of two billing options shall apply. Under Option A, calls are billed in six (6) second increments after an initial minimum billable period of thirty (30) seconds. Under Option B, calls are billed in full one (1) minute increments.

ISSUED: April 12, 1997

EFFECTIVE:

SUBMITTED BY:

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#### SECTION 4 - RATES (cont)

#### 4.26 BUS 22

QUENTEL Customers whose toll usage exceeds \$1,500 per month and who have primarily international usage qualify for the rates shown in Schedule X (below).

## SCHEDULE X - Per Minute Rates\*\*

DAY	ALL OTHER TIMES
8 a.m 5 p.m.	5 p.m 8 a.m.
S.18	\$.15

\*\* For billing purposes, one of two billing options shall apply. Under Option A, calls are billed in six (6) second increments after an initial minimum billable period of thirty (30) seconds. Under Option B, calls are billed in full one (1) minute increments.

## 4.27 BUS-36 ("LatinCall")

This plan is designed for QUENTEL customers who have a high volume of international calls primarily to South Amercia and the Caribbean. The rates below shall apply for all domestic intrastate calls originating within the state of Florida.

## SCHEDULE Y - Per Minute Rates

	DAY	ALL OTHER TIMES
	7 AM - 7 PM	7 PM - 7 AM
Outbound:	\$.17	\$.10
Inbound:	\$.17	\$.14

4.28 RESERVED FOR FUTURE USE

4.29 RESERVED FOR FUTURE USE

ISSUED: April 12, 1997

EFFECTIVE:

#### 4.28 BUS 37

BUS 37 is a flat-rated, direct access, inter/intrastate service. BUS 37 includes the availability of outbound, inbound (800) services and offers the following discounted rates for customers willing to sign a one-year term commitment for such Company service.

## SCHEDULE Z - Per Minute Rates \*\*

ALL TIME PERIODS \$0.1340 \$0.1340

Outbound Inbound

\*\* For billing purposes, one of two billing options shall apply. Under Option A, calls are billed in six (6) second increments after an initial minimum billable period of thirty (30) seconds. Under Option B, calls are billed in full one (1) minute increments.

### 4.29 BUS 46

BUS 46 is a flat-rated, direct access, inter/intrastate service which includes the availability of outbound and inbound (800) services. BUS 46 offers the following discounted rates for Company employees who subscribe to QUENTEL for their long distance service.

# EMPLOYEE RATE PLAN - Per Minute Rates\*\*

Outbound \$0.1000
Inbound \$0.1000

\*\* For billing purposes, calls are billed in six (6) second increments after an initial minimum billable period of thirty (30) seconds.

ISSUED: April 12, 1997

EFFECTIVE:

(N)

## SECTION 4 - RATES (cont)

#### 4.30 QUENTEL Inbound Services

#### 4.30.1 QUENTEL 800 Service

#### A. Usage Charges

Usage charges are determined by the time of day rate periods and minutes of use within each rate period. All calls are rated on Eastern Standard Time basis.

The time of day rate period for QUENTEL 800 service will be Peak and Off-Peak. Peak rates apply to all calls that occur between 8AM and 5PM Monday through Friday, except on QUENTEL recognized holidays. Off-Peak rates apply to all other calls.

## Per Minute of Use Charges

Peak \$0.17 S0.14

#### 2. Billing Increments

Usage is billed at an initial thirty (30) seconds and in six (6) second increments thereafter.

## B. Monthly Recurring Charges

Monthly service fee ..... \$ 10.00

## 4.30.2 QUENTEL 888 Service

#### A. Usage Charges

Usage charges are determined by the time of day rate periods and minutes of use within each rate period. All calls are rated on Eastern Standard Time basis.

ISSUED: April 12, 1997

EFFECTIVE:

- 4.30 QUENTEL Inbound Services (Continued)
  - 4.30.2 QUENTEL 888 Service (cont'd)
    - A. Usage Charges (cont'd)

The time of day rate period for QUENTEL 888 service will be Peak and Off-Peak. Peak rates apply to all calls that occur between 8AM and 5PM Monday through Friday, except on QUENTEL recognized holidays. Off-Peak rates apply to all other calls.

1. Per Minute of Use Charges

Peak S0.17 S0.14

2. Billing Increments

Usage is billed at an initial thirty (30) seconds and in six (6) second increments thereafter.

B. Monthly Recurring Charges

Monthly service fee ..... \$ 10.00

ISSUED: April 12, 1997

EFFECTIVE:

SUBMITTED BY:

# 4.31 Extended Service Plan ("ESP") Option

QUENTEL. services are available to Customers through an Extended Service Plan ("ESP") option if the Customer agrees to commit to such service for a period of one (1) year. Customers who elect the ESP option will be guaranteed the rates for their selected service for the term of the initial contract.

Customers who elect the ESP option are subject to the following:

- 4.31.1 Customers must indicate what service or services are to be included in the ESP.
- 4.31.2 Upon execution of this agreement, the Customer has thirty (30) days from the date service is made available in which to notify the Company in writing, either by certified or registered mail (return receipt requested), of the customer's desire to cancel this agreement without further obligation.
- 4.31.3 Customers who sign an ESP term agreement and terminate service prior to the end of the term of commitment in any manner other than stated in (4) following, will be liable for a cancellation penalty equal to \$100 multiplied by the number of months remaining in the initial term or in any renewal term then in effect. The foregoing cancellation penalty will apply unless the customer immediately converts to another Company service with equal or greater term and minimum usage requirement commitments, and Customer continues to use such Company service for a period of months equal to or greater than the number of months remaining in the term during which the conversion takes place.
- 4.31.4 All customer requests to commence or terminate an ESP term agreement must be made in writing, either by certified mail (return receipt requested), to the Company and received no later than thirty (30) days prior to the then existing term expiration date. If such notification is not received by the Company within this timeframe, the ESP term agreement will be automatically renewed for a new term of commitment.
- (M) = Material previously found on this page has been moved to Original Sheet No. 27.

ISSUED: April 12, 1997

EFFECTIVE

# 4.31 Extended Service Plan ("ESP") Option (Continued)

- 4.31.5 If Customer's account is delinquent, Company may terminate the service, and, upon such termination, all delinquent payments under the agreement, including amounts due upon termination, if any, shall accrue interest at the rate of 1.5% per month until paid.
- 4.31.6 In the event any action is taken to collect any unpaid balance due from the Customer, and if Company is awarded any amount alleged to be due under its action, QUENTEL shall seek to recover all reasonable costs of collection incurred in this action, including but not limited to, court costs and attorneys fees.

ISSUED: April 12, 1997

**EFFECTIVE** 

#### SECTION 5 - PROMOTIONAL RATES

#### 5.1 Customer Incentives

#### 5.1.1 Competitive Response

#### A. BUS 41

In order to retain customers currently on a Company service or services, QUENTEL, will offer the following rates where the customer can demonstrate to QUENTEL that he/she intends to accept an offer made by another interexchange carrier as an inducement to subscribe to a service or services of such other interexchange carrier.

BUS 41 is a flat-rated, direct access, inter/intrastate service and includes the availability of both outbound, inbound (800) services.

#### Per Minute Rates\*\*

ALL TIME PERIODS 50.1230 Outbound Inbound \$0.1230

\*\* For billing purposes, one of two billing options shall apply. Under Option A, calls are billed in six (6) second increments after an initial minimum billable period of thirty (30) seconds. Under Option B, calls are billed in full one (1) minute increments.

#### B. BUS 45

BUS 45 is a flat-rated, direct access, inter/intrastate service. This service includes the availability of both outbound, inbound (800) services and offers the following discounted rates for customers willing to sign a one-year term commitment for such Company service.

#### Per Minute Rates\*\*

ALL TIME PERIODS \$0.1150 Outbound \$0.1150 Inbound

\*\* Calls are billed in six (6) second increments after an initial minimum billable period of thirty (30) seconds.

ISSUED: April 12, 1997

EFFECTIVE

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

DIVISION OF COMMUNICATIONS BUREAU OF SERVICE EVALUATION

DEPOSIT

DATE

D505

APR 1 7 1997

## 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

QUENTEL COMMUNICATIONS INC.

777 SO FLAGLER DRIVE, SUITE 800 WEST WEST PALM BEACH, FL 33401 REPUBLIC SECURITY BANK WEST PALM BEACH, FLORIDA 33401

04/15/97

PAY TO THE ORDER OF Florida Public Service Commission

s \*\*250.00

MEMO

DOLLARS

1503

Florida Public Service Commission Division of Administration 2540 Shumard Oak Blvd. Gunter Building Tallahassee, FL 32399-0850

Tallahassee, FL 32399-0850 IXC Application 6 /t Fund