

SPEER VIRTUAL MEDIA, LTD.

RICHARD M. SPEER
Chief Executive Officer & President

ORIGINAL
FILE COPY

June 5, 1997

970698-TI

Mr. Walter D'Haeseleer
Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399

Dear Mr. D'Haeseleer:

Enclosed are the original and twelve (12) copies of Speer Virtual Media, Ltd.'s Application Form for Authority To Provide Interexchange Telecommunications Service Within The State of Florida. So that our records will be complete, please date stamp the extra copy of this transmittal letter and return in the enclosed envelope. Also enclosed is a check for \$250 made payable to the Florida Public Service Commission to cover the filing fee.

Any questions regarding this Application or proposed tariff should be directed to Todd Lowe, President, Visiology, Inc. 16061 Carmel Bay Drive, Northport, Alabama 35475 who may be reached via telephone at (205) 330-1701.

Your assistance in this matter is greatly appreciated.

Sincerely,



Richard M. Speer
Chief Executive Officer & President

Enclosures

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

Initials of person who forwarded check:

 _____

3201 DICKERSON PIKE • NASHVILLE, TN 37207
rms@speervirtualmedia.com
PHONE: 615.650.6600 (EXT.4134) FAX: 615.650.6292

DOCUMENT NUMBER-DATE

05691 JUN-97

FPSC-RECORDS/REPORTING

SPEER VIRTUAL MEDIA, LTD.

RICHARD M. SPEER
Chief Executive Officer & President

DEPOSIT

DATE

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JUN 0 9 1997

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Sincerely,

CHECK NO.	CHECK DATE	VENDOR NO.	SPEER VIRTUAL MEDIA LIMITED PARTNERSHIP		CHECK NO.
11030	06/04/97	3766	3201 Dickerson Pike Nashville, TN 37207		011030
					 First American FIRST AMERICAN NATIONAL BANK Nashville, Tennessee 37207
Two Hundred Fifty Dollars and No Cents					CHECK AMOUNT \$250.00
					SPEER VIRTUAL MEDIA LIMITED PARTNERSHIP
PAY TO THE ORDER OF					
Florida Public Service Comm Division Of Records & Reporting 2540 Shumard Oak Blvd Tallahassee, FL 32399					<i>Jim Southard</i>

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

ORIGINAL
FILE COPY

DIVISION OF COMMUNICATIONS
BUREAU OF SERVICE EVALUATION

101 E. Gains Street
Fletcher Building
Tallahassee, Florida 32399-0866

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 the 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 any questions about completing the form, contact:

Florida Public Service Commission
Division of Communications
Bureau of Service Evaluation
101 East Gaines Street
Tallahassee, Florida 32399-0866
(904) 488-1280

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

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

FORM PSC/CMU 31 (4/91)

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

DOCUMENT NUMBER-DATE

05691 JUN-95

FISCAL REPORTING

1. This is an application for (check one):

- Original Authority (New Company)
- Approval of Transfer (To another certificated company).
- Approval of Assignment of existing certificate (To a noncertificated company).
- Approval for transfer of control (To another certificated company).

2. The legal name of the applicant:

Speer Virtual Media, Ltd.

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

Speer Virtual Media, Ltd.

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

**3201 Dickerson Pike
Nashville, Tennessee 37207**

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

None

6. Structure of organization;

- Individual
- Foreign Corporation
- General Partnership
- Other, _____
- Corporation
- Foreign Partnership
- Limited Partnership

7. If applicant is an individual or partnership, please give name, title and address of sole proprietor or partners.

Applicant is a limited partnership.

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

Limited Partnership # B97000000249

- (b) Provide proof of compliance with the fictitious name statute (Chapter 865.09 FS), if applicable.

Fictitious name registration number: N/A

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

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

No.

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

No.

8. If incorporated, Please give:

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

Corporate charter Number: N/A

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

NRAI Services, Inc.
526 E. Park Avenue
Tallahassee, FL 32301

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

N/A

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

- (a) The application;
Todd Lowe, President, Visiology, Inc.
16061 Carmel Bay Drive, Northport, Alabama 35475
(205) 980-8501
- (b) Official point of Contact for the ongoing operations of the company;
Richard M. Speer, CEO & President
Speer Virtual Media, Ltd.
3201 Dickerson Pike, Nashville, Tennessee 37207
(615) 650-6600 x4134
- (c) Tariff;
Todd Lowe. See (a) above.
- (d) Complaints/ Inquiries from customers;
Customer Service
Speer Virtual Media, Ltd.
3201 Dickerson Pike, Nashville, Tennessee 37207
(800) 854-6000

10. List the states in which the applicant:

- (a) Has operated as an interexchange carrier.
None. The Applicant has not yet provided service as a reseller.
- (b) Has applications pending to be certificated as an interexchange carrier.
The Applicant has applications pending to be certificated to resell intrastate interexchange telecommunications services in the states of Arizona, Idaho, Indiana, Kansas, Kentucky, Maryland, Massachusetts, Minnesota, Missouri, Ohio, Oregon, Pennsylvania, South Carolina, Tennessee, and Washington.
- (c) Is certificated to operate as an interexchange carrier.
The Applicant has the authority to resell telecommunications in the state of Texas.
- (d) Has been denied authority to operate as an interexchange carrier and the circumstances involved.
None.

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

None.

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

None

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

_____ MTS with distance sensitive per minute rates

_____ Method of access is FGA

_____ Method of access is FGB

_____ Method of access is FGD

_____ Method of access is 800

_____ MTS with route specific rates per minute

_____ Method of access is FGA

_____ Method of access is FGB

_____ Method of access is FGD

_____ Method of access is 800

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

_____ Method of access is FGA

_____ Method of access is FGB

 X Method of access is FGD

_____ Method of access is 800

_____ MTS for pay telephone service providers

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

 X 800 Service (Toll Free)

WATS type service (Bulk or volume discount)
 Method of access is via dedicated access
 Method of access is via switched access

Private Line services (Channel Services)
(For ex. 1.544 mbs., DS-3, etc)

Travel Service
 Method of access is 950
 Method of access is 800

900 Services

Operator Services
 Available to presubscribed customers
 Available to non presubscribed customers (for
example to patrons of hotels, students in
universities, patients in hospitals)
 Available to inmates

Services included are:

Station assistance
 Person to Person assistance
 Directory assistance
 Operator verify and interrupt
 Conference Calling

Other:

The applicant will offer inbound and outbound long distance services. A detailed service description is provided in Section 3 of the proposed tariff attached hereto as Attachment H.

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

To place an outbound long distance call, the end user dials 1+ the called number. 800 calls are completed by dialing 1+800+ the called number. To reach Directory Assistance outside of the end user's area code, the end user dials 1 + area code + 555-1212. Calling card calls are completed by dialing 1+ the universal 800 number, the called number, and the calling card code.

13. What services will the applicant offer to other certified telephone companies:

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

14. Will your marketing program:

- (Y) Pay commissions?
- (N) Offer sales franchises?
- (N) Offer multi-level sales incentives?
- (Y) Offer other sales incentives?

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

See Attachment G.

16. Who will receive the bills for your service (Check all that apply)?

- () Residential customers. (X) Business customers.
- () PATS providers. () PATS station end-users.
- () Hotels & motels. () Hotel & motel guests.
- () Universities. () Univ. dormitory residents.
- () Other: (specify) _____.

17. Please provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services, and if not, why?

Yes

(b) Provide the name and address of the firm who will bill for your service.
The Company will direct bill.

18. Please submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 (example enclosed).

See Attachment H.

**** APPLICANT ACKNOWLEDGEMENT STATEMENT ****

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of one and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** A non-refundable application fee of \$250.00 must be submitted with the application.
5. **LEC BYPASS RESTRICTIONS:** I acknowledge the Commission's policy that interexchange carriers shall not construct facilities to bypass the LECs without first demonstrating to the Commission that the LEC cannot offer the needed facilities at a competitive price and in a timely manner.
6. **RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commissions' Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange telephone service.
7. **ACCURACY OF APPLICATION:** By my signature below, I attest to the accuracy of the information contained in this application and associated attachments.

Richard M. Speer
Typed name and signature of owner
or chief officer

June 5, 1997
Date

ATTACHMENTS:

- A - CERTIFICATE TRANSFER STATEMENT (Not Applicable)
- B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C - INTRASTATE NETWORK
- D - FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES
(Not Applicable)
- E - GLOSSARY (Not Applicable)

** APPENDIX A **

CERTIFICATE TRANSFER STATEMENT

NOT APPLICABLE

****APPENDIX B****

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

A statement of how the Commission can be assured of the security of the customer's deposits and advance payments may be responded to in one of the following ways (applicant please check one):

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

Richard M. Speer

Typed name and signature of
Owner or Chief officer

Chief Executive Officer & President

Title

June 5, 1997

Date

**** APPENDIX C ****

INTRASTATE NETWORK

1. **POP:** Address where located, and indicate if owned or leased.

1) N/A 2)

3) 4)

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

1) N/A 2)

3) 4)

3. **TRANSMISSION FACILITIES:** POP-to-POP facilities by type of facilities (microwave, fiber, copper, satellite, etc.) and indicate if owned or leased.

1)	<u>POP-to-POP</u>	<u>TYPE</u>	<u>OWNERSHIP</u>
----	-------------------	-------------	------------------

2) N/A

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).


Service may be provided from any exchange in the State of Florida.

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

Our understanding of Commission Rule 25-24.471 (4) (a) is that the intra-EAEA restriction has been lifted for 950, 10XXX, 800, and 1+ calls placed via dedicated access, and that the LEC will not forward to SVM's underlying carrier any intra-EAEA calls placed over switched access lines.

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?
- b) If the services are not currently offered, when were they discontinued?


Richard M. Speer
Typed name and signature of
Owner or Chief officer

Chief Executive Officer & President
Title


June 5, 1997
Date

****APPENDIX D****

FLORIDA TELEPHONE EXCHANGES
AND
EAS ROUTES

Describe the service area in which you hold yourself out to provide service by telephone company exchange. If all services listed in your tariff are not offered at all locations, so indicate.

In an effort to assist you, attached is a list of major exchanges in Florida showing the small exchanges with which each has extended area service (EAS).

Richard M. Speer 
Typed Name and signature of
Owner/Chief Officer

Chief Executive Officer & President
Title

June 5, 1997
Date

All outbound services that utilize switched access to reach the long distance network are available in equal access areas. All inbound services are available statewide.

ATTACHMENT F

PARTNERS AND OFFICERS

Partners and Officers	
Name/Title	Address
Magnatone Entertainment Group, Inc. General Partner	50 West Liberty St., #650 Reno, Nevada 89501
RMS Limited Partnership Limited Partner	
Richard M. Speer Chief Executive Officer and President	3201 Dickerson Pike Nashville, Tennessee 37207
Thomas D. Weekly Executive Vice President	

ATTACHMENT G

EXPLANATION OF SALES COMMISSIONS

SVM's services will be sold by company representatives and independent sales agents selected and trained by the company. These agents will earn sales commissions. From time-to-time, the Company may offer its sales staff or agents contests or other award programs.

ATTACHMENT H

PROPOSED TARIFF

SPEER VIRTUAL MEDIA, LTD.

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of long distance telecommunications Services provided by Speer Virtual Media, Ltd. with principal offices at 3201 Dickerson Pike, Nashville, Tennessee 37207 This Tariff applies to Services furnished within the State. 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: June 5, 1997

Effective:

Richard M. Speer, Chief Executive Officer & President
3201 Dickerson Pike, Nashville, Tennessee 37207

CHECK SHEET

Sheets 1 through 75 of this Tariff is effective as of the date shown at the bottom of the sheet. Original and revised sheets as named below comprise all changes from the original Tariff.

<u>SHEET</u>	<u>REVISION</u>
1	Original Sheet
2	Original Sheet
3	Original Sheet
4	Original Sheet
5	Original Sheet
6	Original Sheet
7	Original Sheet
8	Original Sheet
9	Original Sheet
10	Original Sheet
11	Original Sheet
12	Original Sheet
13	Original Sheet
14	Original Sheet
15	Original Sheet
16	Original Sheet
17	Original Sheet
18	Original Sheet
19	Original Sheet
20	Original Sheet

Issued: June 5, 1997

Effective:

Richard M. Speer, Chief Executive Officer & President
3201 Dickerson Pike, Nashville, Tennessee 37207

CHECK SHEET (continued)

<u>SHEET</u>	<u>REVISION</u>
21	Original Sheet
22	Original Sheet
23	Original Sheet
24	Original Sheet
25	Original Sheet
26	Original Sheet
27	Original Sheet
28	Original Sheet
29	Original Sheet
30	Original Sheet
31	Original Sheet
32	Original Sheet
33	Original Sheet
34	Original Sheet
35	Original Sheet
36	Original Sheet
37	Original Sheet
38	Original Sheet
39	Original Sheet
40	Original Sheet

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3201 Dickerson Pike, Nashville, Tennessee 37207

CHECK SHEET (continued)

<u>SHEET</u>	<u>REVISION</u>
41	Original Sheet
42	Original Sheet
43	Original Sheet
44	Original Sheet
45	Original Sheet
46	Original Sheet
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52	Original Sheet
53	Original Sheet
54	Original Sheet
55	Original Sheet
56	Original Sheet
57	Original Sheet
58	Original Sheet
59	Original Sheet
60	Original Sheet

CHECK SHEET (continued)

<u>SHEET</u>	<u>REVISION</u>
61	Original Sheet
62	Original Sheet
63	Original Sheet
64	Original Sheet
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76	Original Sheet
77	Original Sheet
78	Original Sheet
79	Original Sheet
80	Original Sheet

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Effective:

Richard M. Speer, Chief Executive Officer & President
3201 Dickerson Pike, Nashville, Tennessee 37207

MASTER TABLE OF CONTENTS

	<u>Sheet No.</u>
Title Sheet	1
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Section 4 - Rates and Charges	
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**CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS**

None

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 To Or 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

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 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 sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th Revised Sheet 14 cancels the 3rd Revised Sheet 14.
- C. Paragraph Numbering Sequence - There are seven 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
- D. Check Sheets - When a Tariff filing is made with the Commission, an updated check sheet accompanies the Tariff filing. The check sheet lists the sheets contained in the Tariff, with a cross-reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Applicant: Applicant is any entity or individual who applies for Service under this Tariff.

ANI: ANI stands for Automatic Number Identification.

Blocking: Blocking is a temporary condition that may be initiated by the Company or the DUC so that the Customer cannot complete a telephone call.

Business Customer: A Business Customer is a Customer who subscribes to the Company's service(s) in the name of business, trade, or profession.

CAP: CAP is an acronym for Competitive Access Provider which is any provider of local access service other than the Local Exchange Carrier.

Cardholder: Cardholder is the associate, member, Customer, or other individual that uses the Company's Prepaid Calling Card Service.

CLEC: CLEC stands for Competitive Local Exchange Carrier and is any carrier or reseller offering local exchange telecommunications services other than the incumbent LEC.

Clip Rate: Clip Rate is the unit rate used to decrement a Prepaid Calling Card account balance.

Company: Company refers to Speer Virtual Media, Ltd.

Commission: Commission refers to the Florida Public Service Commission or any succeeding agency.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Conference Bridge: Conference Bridge is equipment which allows for four or more participants on the same call.

Coordinator: Coordinator is a term used in conjunction with the Conference Service and is the operator responsible for a given conference call.

Credit Card: Credit Card refers to Amex®, Discover®, MasterCard®, Visa® or other Credit Card companies as appropriate.

Customer: The Customer is a person or legal entity which subscribes to Service from the Company and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff regulations.

DUC: DUC stands for Designated Underlying Carrier.

Employees: The term Employees refers to the active and retired employees of the Company and all subsidiaries, affiliates, and any other groups designated by the Company.

End User: End User is the person or legal entity which uses the Service provided by the Company.

F.C.C.: F.C.C. stands for Federal Communications Commission or any succeeding agency.

Host: The term Host is used in conjunction with Conference Service and refers to the Customer's coordinator of a conference call.

ICB: ICB stands for Individual Case Basis.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Inbound Service: Inbound Service(s) permit calls to be completed to the Customer's location without charge to the calling party. Access to Inbound Service is gained by dialing a ten-digit telephone number, (800/888) NXX-XXXX, which terminates at the Customer's requested location.

InterLATA Call: An interLATA call is any call that originates in one LATA and terminates in a different LATA.

IntraLATA Call: An intraLATA call is any call that originates and terminates within the same LATA.

IXC: IXC stands for Interexchange Carrier.

LATA: LATA stands for Local Access Transport Area, which is a geographic area established for the provision and administration of communications service as provided for in the Modification of Final Judgment and any further modification thereto.

LEC: LEC stands for Local Exchange Carrier.

LOA: LOA stands for Letter of Agency.

Modification of Final Judgment: Modification of Final Judgment refers to the judicial opinion set forth at United States vs. American Telephone & Telegraph Company, 552 F. Supp. 131 (D.D.C. 1982).

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

NPA: NPA literally stands for Numbering Plan Area but is more commonly referred to as an area code.

NXX: NXX is the first three digits of the Customer's telephone number. N is a number between 2 and 9. X is a number between 0 and 9.

PBX: PBX stands for Private Branch Exchange.

PIC: PIC stands for Primary Interexchange Carrier.

PIN: PIN is an acronym for Personal Identification Number which is a unique number assigned to each calling card or Prepaid Calling Card for the purpose of accessing Service.

Platform: Platform refers to the Company's proprietary computer technology that provides Calling Card Service, Prepaid Calling Card Service and a voice mail service which includes unregulated features such as fax mailbox, e-mail, information services, and broadcast fax, and regulated features which include the ability to place inbound, outbound, and calling card long distance calls.

Point-of-Sale: Point-of-Sale is the location at which the Cardholder purchases the Prepaid Calling Card.

Prepaid Calling Card: Prepaid Calling Card Service allows a Customer to purchase a predetermined amount of access to the Company's long distance and directory assistance Services prior to the use of Service(s).

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

PSC: PSC stands for Public Service Commission of Florida.

Rate Center: A Rate Center is a specified geographical location used for determining mileage measurements.

Residential Customer: A Residential Customer is a Customer who subscribes to a Service for a non-business, non-trade, or non-professional purpose.

Site: Site is a term used in connection with Conference and refers to the telephone line connected to the Conference Bridge.

Service: Service consists of any telecommunications Service provided by the Company pursuant to this Tariff.

State: State refers to the State of Florida.

Switched Access: If the Customer's location has a transmission line that is switched through the LEC, CLEC or CAP to reach the long distance network, the access is Switched Access.

Underlying Carrier: Underlying Carrier refers to any interexchange carrier that provides long distance Service resold by the Company pursuant to this Tariff.

Issued: June 5, 1997

Effective:

Richard M. Speer, Chief Executive Officer & President
3201 Dickerson Pike, Nashville, Tennessee 37207

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

2.1 Undertaking of the Company

2.1.1 This Tariff contains the description, regulations, and rates applicable to intra-state IntraLATA and intrastate InterLATA telecommunications Service offered by the Company with principal offices located at 3201 Dickerson Pike, Nashville, Tennessee 37207. Service is furnished for communications originating and terminating at points within the State under terms of this Tariff. Service is provisioned via the Company's switch, or by the DUC, or both. Unless otherwise stated in the Tariff, the method of provisioning a specific Service is determined by the Company, and the selection of the DUC is made by the Company.

2.1.2 The Company shall not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, without limitation, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of the Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service

- 2.2.1 Service is offered subject to the availability of facilities, the Company's ability to provision the order, and the provisions of this Tariff. The Company reserves the right, without incurring liability, to refuse to provide Service, to or from any location where the necessary facilities, equipment, systems, and/or switch software are not available. Initial and continuing Service is offered subject to the availability of necessary facilities and/or equipment, including those to be provided by the DUC(s), the Company, CLECs, CAPs or the LEC. In the case of refusal to establish Service, the Company shall notify the Applicant in writing of the reason for such refusal.
- 2.2.2 All Services provided according to this Tariff are intrastate add-on Services available from the Company only if the Customer subscribes to the Company's comparable interstate Service offering or interstate promotional offering. Intrastate Service is not sold on a stand-alone basis. All Switched Access services are only available in equal access areas. Calling card and Prepaid Calling Card calls may originate anywhere in the State.
- 2.2.3 Without incurring liability, the Company reserves the right to discontinue Service or to limit the use of Service, when necessitated by conditions beyond the Company's control, or when the Customer or End User is using Service in violation of the law or in violation of the provisions of this Tariff.

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service (continued)

2.2.4 Conditions under which the Company may, without notice, suspend Service without liability include, but are not limited to:

- (A) Customer's or End User's use of the Service which constitutes a violation of any laws, government rules, regulations, or policies; or
- (B) Any order or decision of a court or other governmental authority prohibits the Company from offering such Service; or
- (C) The Company deems termination necessary to protect the Company or third parties against unauthorized, fraudulent, or unlawful use of any Company Services, or to otherwise protect the Company's personnel, agents, or Service; or
- (D) Customer's or End User's misuse of the Company's switch or DUC's network; or
- (E) Customer's or End User's use of the DUC's network for any fraudulent or unlawful purpose; or
- (F) Emergency, threatened, or actual disruption of Service to other Customers; or
- (G) Unauthorized or fraudulent procurement of Service, including a misrepresentation of fact relevant to the conditions under which the applicant or Customer obtains or continues to receive Service; or
- (H) Fraudulent billing information, or

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (continued)

2.2.4 (continued)

- (I) Customer's check or draft is returned unpaid for any reason, after one attempt at collection; or
- (J) Refusal by the Customer to allow the Company or representatives of the Company reasonable access to the Customer's facilities as required to provision Service.

2.2.5 In the event the Company or the DUC learn of actual or possible unauthorized, fraudulent, or unlawful use of any Service(s), the Company will make an effort to contact the Customer, but Service may be suspended without notice and without liability to the Company. Service may be suspended by the Company without incurring liability by Blocking all calls or by Blocking calls to or from certain NPA-NXXs, Area Codes, LATAs, RBOC territory, cities, or individual telephone stations for any Service offered under this Tariff. Service will be restored as soon as it can be provided without undue risk.

2.2.6 If the Company is notified by the DUC or otherwise reasonably concludes that Customer-provided equipment does not pass back appropriate answer supervision to the long distance network, the Company will notify the Customer. If the Customer cannot correct the problem and if Customer-provided equipment continues to provide inappropriate answer supervision to the long distance network, the Company reserves the right to suspend or terminate the Customer's Service. The Company will give the Customer five (5) days written notice of its intent to suspend Service.

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (continued)

2.2.7 Conditions under which the Company may, with five (5) days written notice, terminate Service without liability include, but are not limited to:

- (A) Failure to pay for or provide assurances of, or security for, the payment of the Company's charges as per Section 2.7.2 and 2.7.3 of this Tariff; or
- (B) Customer's or End User's use of the Service constitutes a violation of the provisions of this Tariff; or
- (C) Rejection of charge authorization by the Customer's designated Credit Card company; or
- (D) Abandonment of the premises served; or
- (E) Insufficient billing information; or
- (F) Customer fails to correct any condition listed in Sections 2.2.5 or 2.2.6 of this Tariff.
- (G) Failure to pay for telephone Service pursuant to Section 2.8.2 (B) of this Tariff.

2.2.8 In the case of refusal to establish Service, the Company shall notify the Applicant in writing of the reason for such refusal.

2.2.9 The Company reserves the right to change DUCs at any time.

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (continued)

- 2.2.10 Recording of telephone conversations provided pursuant to Service under this Tariff is prohibited except as authorized by applicable federal, state, and local laws.
- 2.2.11 Service may not be transferred or assigned without Company's written consent. All regulations and conditions contained in this Tariff and all other applicable Service conditions shall apply to all such permitted assignees or transferees.
- 2.2.12 The Company reserves the right to refuse to process a Third Party Call when the Company cannot confirm acceptance of charges at the third number.
- 2.2.13 The Company's failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, to grant a waiver of any term or conditions herein, or to grant the Customer an extension of time for performance, will not constitute the permanent waiver of any such term or condition herein. Each of the provisions of this Tariff will remain, at all times, in full force and in effect until modified in writing, signed by the Company and Customer.
- 2.2.14 Calls that may not be completed using Prepaid Calling Card Service include long distance operator services such as person-to-person or collect calls, busy line verification service, interruption service, calls requiring time and charges, air-to-ground calls, marine/satellite calls, directory assistance, and calls placed via dialing a 500, 700, or 900 number.

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (continued)

2.2.15 Service is furnished subject to the condition that there will be no abuse or fraudulent use of the Service. Abuse or fraudulent use of Service includes, but is not limited to:

- (A) Service that is used by the Customer or End User to frighten, abuse, torment, or harass another; or
- (B) Service that is used by the Customer or End User in a manner which interferes with the use of Service by one or more other Customers; or
- (C) Service that is used by the Customer or End User to place calls by means of illegal equipment, service, or device; or
- (D) Service that is used by the Customer or End User to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the applicable charge.

2.2.16 For Inbound Services, the Customer may select to receive calls from the (1) U.S. Mainland; (2) United States; (3) United States and Canada; (4) U.S. Mainland and Canada; and (5) United States, Canada, Puerto Rico, and Virgin Islands. The Customer may further restrict the receipt of inbound calls from within the United States by area code, LATA, NPA-NXX, or by RBOC territory.

2.2.17 For Customer's that preset the limit of the amount of charges that may be billed to their calling card, if a Credit Card company denies authorization for recharging a Customer's calling card, Service will be suspended when the Customer's account balance reaches zero unless the Customer provides the Company an alternate Credit Card number that will authorize the charge.

2.2.18 To help control fraud, only one call at a time will be processed for a Prepaid Calling Card.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability

2.3.1 The Company will not be liable for:

- (A) Any act or omission of any other company or companies furnishing a portion of the Service or facilities, equipment or service associated with such Service.
- (B) Any defacement of, or damage to, the equipment or premises of a Customer resulting from the provision of Service when such defacement or damage is not the result of the Company's negligence.
- (C) Damages caused by the negligence or willful misconduct of the Customer.
- (D) Any failure to provide or maintain Service under this Tariff due to circumstances beyond the Company's reasonable control.
- (E) Failure or delay in the delivery of Calling Cards or Prepaid Calling Cards.
- (F) Any special or consequential damages or any lost revenues or lost profits of any kind or nature arising out of the furnishing of or interruption in Service contained in this Tariff, even if Company is advised of the possibility of the same.
- (G) The use or abuse of any Service described herein by any party including, but not limited to, the Customer's employees or members of the public. "Use or abuse" includes, but is not limited to, any calls placed by means of PBX-reorigination or any other legal or illegal equipment, service or device. In the case of Inbound Service, this also applies to third parties who dial the Customer's 800/888 number by mistake.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.1 (continued)

(H) Any action, such as Blocking or refusal to accept certain calls, that Company deems necessary in order to prevent unlawful use of its Service. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties. The liability provided for above, will, in each case, be in addition to any amounts that may otherwise be due the Customer under this Tariff as a credit allowance for the interruption of Service.

(I) Any claim where the Customer indemnifies the Company pursuant to Section 2.5 of this Tariff.

2.3.2 The Company will use its best efforts to provide Services consistent with industry standards. The Company will have no liability to the Customer for any loss of revenue or any other direct, special, incidental, consequential, or other damages the Customer may sustain resulting from the failure or inability of the Company to provide or maintain Service to its Customers; negligent or defective Services to Customers; equipment, computer, network, or electrical malfunctions or any kind, breakdowns, or outages; or any other cause, whether or not within the control of the Company.

2.3.3 The Company does not undertake to transmit messages but furnishes the use of its Services to its Customers for telecommunications. The Company is not liable for the content of the Customer's messages.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.4 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of providing Service hereunder, where such damages were not caused by the Company's willful misconduct, shall in no event exceed an amount equivalent to the initial period charge to the Customer according to this Tariff for the call during which such mistake, omission, interruption, delay, error or defect occurred. The Company shall not be liable for damages caused by the negligence or willful misconduct of the Customer.

2.3.5 The Company's will not be liable for any failure of performance hereunder due to causes beyond its control including, but not limited to:

- (A) Unavoidable interruption in the working of transmission facilities; or
- (B) Natural disasters such as storms, fire, flood, or other catastrophes; or
- (C) Any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entity, or of any civil or military authority; or
- (D) National emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or
- (E) Notwithstanding anything in this Tariff to the contrary, the unlawful acts of individuals, including acts of the Company's agents and employees if committed beyond the scope of their employment.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

- 2.3.6 Interruptions, delays, errors, or defects caused by or contributed to, directly or indirectly, by act or omission of Customer or its customers, affiliates, agents, contractors, representatives, invitees, licensees, successors, or assignees or which arise from, or are caused by, the use of facilities or equipment of Customer or related parties, will not result in the imposition of any liability whatsoever upon the Company. In addition, a portion or all of the Service may be provided over facilities of third parties, and the Company will not be liable to Customer or any other person, firm, or entity in any respect whatsoever arising out of defects caused by such third parties.
- 2.3.7 With respect to Service provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and of fitness for a particular purpose.
- 2.3.8 Without liability, the Company may rely on CLECs, LECs, DUCs, or other third parties to provide a portion of the Company's Service.
- 2.3.9 No contractors, agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be contractors, agents or employees of the Company without the Company's written authorization.
- 2.3.10 Under no circumstances whatsoever will the Company's officers, agents, or employees be liable for any damages, including but not limited to direct, indirect, actual, consequential, special, or punitive damages, or lost profits.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.11 If Company chooses to subcontract the printing of Prepaid Calling Cards, the Company cannot be held liable for delays of delivery or any other problem(s) that are directly related to the subcontractor.

2.3.12 If the Company issues Prepaid Calling Cards and the PINs that will not access Service, the Company's sole liability will be the manufacturing and shipping costs associated with replacing such cards. This obligation is exclusive and is in lieu of all other warranties, express or implied, including but not limited to, any warranty of merchantability or fitness for a particular purpose. In no event will the Company be liable for special or consequential damages arising from the relationship or the conduct of business contemplated herein.

2.3.13 The Company's liability shall be limited to that expressly assumed in Section 2.3 of this Tariff. The Company shall not be liable for any other direct, indirect, consequential, special, actual, or punitive damages, or for any lost revenues or lost profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, Service provided hereunder, absent a determination of willful misconduct by the Company through judicial or administrative proceedings. With respect to Service provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and of fitness for a particular purpose.

SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service

- 2.4.1 The Company's Services are available for use twenty-four hours per day, seven days per week.
- 2.4.2 The Service offered herein may be used for any lawful purpose, including business, governmental, or other use. The Customer is liable for all obligations under this Tariff notwithstanding any sharing or resale of Services and regardless of the Company's knowledge of same. The Company will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use nor permit others to use the Service in a manner that could interfere with Service provided to others or that could harm the switching facilities of the Company or the transmission/switching facilities of the DUC or others.
- 2.4.3 Service furnished by the Company will not be used for any unlawful or fraudulent purposes including but not limited to use of electronic devices, invalid numbers, and false credit devices to avoid payment for Service contained in this Tariff either in whole or in part. Service furnished by the Company may not be used to make calls which might reasonably be expected to frighten, abuse, torment, or harass another. The Service may not be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a communications common carrier, a resale common carrier, or an enhanced or electronic service provider who has subscribed to Service. However, this provision does not preclude an agreement between the Customer, authorized user, or Joint User to share the cost of the Service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.

SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (continued)

2.4.4 Service furnished by the Company may be arranged for joint use or authorized use. The Joint User or authorized user will be permitted to use such Service in the same manner as the Customer, but subject to the following conditions:

- (A) The Customer must complete and provide to the Company all Service agreements and/or other documentation required by the Company to initiate Service.
- (B) One Joint User or authorized user must be designated as the Customer. The designated Customer does not necessarily have to have communications requirements of its own. The Customer must specifically name all Joint Users or authorized users in the application for Service. Service orders which involve the start, rearrangement or discontinuance of joint use or authorized use Service will be accepted by the Company only from that Customer and will be subject to all requirements of this Tariff.
- (C) All charges for the Service will be computed as if the Service were to be billed to one Customer. The Joint User or authorized user which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. If designated Customer fails to pay the Company, each Joint User or authorized user will be liable to the Company for all charges incurred as a result of its use of Service. Each joint or authorized user must submit to the designated Customer a letter guaranteeing payment for the joint or authorized user's portion of all charges billed by the Company to the designated Customer. This letter must also specify that the joint or authorized user understands that the Company will receive a copy of the guaranty from the designated Customer. The designated Customer will be responsible for allocating charges to each Joint User or authorized user.

SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (continued)

2.4.4 (continued)

- (D) Joint use is a Service/billing allocation arrangement and not a resale arrangement. Neither the Customer nor any Joint User nor any third party engaged by either of them in connection with a joint use agreement or arrangement may mark up Service or otherwise profit from the joint use agreement or arrangement.

2.5 Obligations of the Customer

2.5.1 The Customer will indemnify, defend, and hold the Company harmless from and against:

- (A) Any claim asserted against the Company (and all attorney fees and expenses incurred by the Company with respect thereto) arising out of or relating to the failure of the Company to provide Service to the Customer.
- (B) Any and all liabilities, costs, damages, and expenses (including attorney's fees), resulting from Customer's (or its employees', agent's or independent contractor's) actions hereunder, including, but not limited to breach of any provision in this Tariff, misrepresentation of Services or rates, or unauthorized or illegal acts of the Customer, its employees, agents, or independent contractors.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.1 (continued)

- (C) Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name, or service mark arising out of Customer's or End User's material, data, information, or other content transmitted via Service.
- (D) Violation by Customer or End User of any other literary, intellectual, artistic, dramatic, or musical right.
- (E) Violations by Customer or End User of the right to privacy.
- (F) Any other claims whatsoever relating to or arising from message content or the transmission thereof.
- (G) All other claims arising out of any act or omission of the Customer or End User in connection with Service provided by the Company.
- (H) Any loss, claim, demand, suit, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the provision of Service, whatever the cause and whether negligent or otherwise.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.1 (continued)

- (I) Any and all liabilities, costs, damages, and expenses (including attorney's fees), resulting (1) from Customer (or its employees's agent's or independent contractor's) actions hereunder, including, but not limited to breach of any provision in this Tariff, misrepresentation of Company services or prices, or unauthorized or illegal acts of the Customer, its employees, agents, or independent contractor or (2) from claims by third parties that any Prepaid Calling Cards or PINs have been lost, stolen, or fraudulently issued or used; provided, however, that the Company will have no liability hereunder for special or consequential damages incurred by the Company; or (3) in the event that the Company chooses to have another company print their Prepaid Calling Cards, Company cannot be held liable for delays of delivery or any other problem that are directly to the third party. In no event will the Company be obligated to restore any Prepaid Calling Card account or otherwise reimburse any Cardholder for any calls charged to the Prepaid Calling Card account which such Cardholder denies having made.
- (J) All claims related to lost or stolen Prepaid Calling Cards.
- (K) Claims related to lost or stolen calling cards, except as described in Section 2.21.3 of this Tariff.

The Customer will indemnify and save the Company harmless from any and all liability not expressly assumed by the Company in Section 2.3 of this Tariff and arising in connection with the provision of Service to the Customer, and will protect and defend the Company from any suits or claims alleging such liability, and will pay all expenses (including attorneys' fees) and satisfy all judgements which may be incurred by or rendered against the Company in connection therewith.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

- 2.5.2 The Customer shall be responsible for the payment of all charges for Service provided to Customer under this Tariff and for the payment of all excise, sales, use or other similar taxes that may be levied by a governing body or bodies in conjunction with or as a result of Service furnished to Customer under this Tariff. Also see Section 2.12.3 of this Tariff for additional information regarding the Customer's obligations concerning taxes.
- 2.5.3 The Customer is responsible for payment of all charges for Service provided by the Company and originating at Customer's number; accepted at Customer's number; billed to Customer's Calling Card or Prepaid Calling Card; or rendered at Customer's specific request, regardless of whether the Customer's facilities were fraudulently used or used without Customer's knowledge in full or in part.
- 2.5.4 The Company shall not be required to consider any Customer claim for damages or statutory penalties, or adjustments, refunds, credits or cancellation of charges, unless the Customer has notified the Company of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand. If the Customer is not satisfied with the Company's resolution of any dispute, the Customer may make application to the Commission for review and disposition of the matter.
- 2.5.5 Upon the Customer's receipt of Company Prepaid Calling Cards, the Customer will assume all risk of loss or misuse of such cards.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

- 2.5.6 For Customers subscribing to the Speer Private Label Prepaid Calling Card Service all customized designs are subject to the Company's review and approval. The Company will deliver to the Customer a prototype of the customized card. Prior to the Company's fulfillment of the Customer's order, the Customer will advise the Company, in writing, of its approval of, or request for revisions of, such prototype. Any such requested revisions to the customized design will be subject to the Company's approval.
- 2.5.7 The Customer will be liable for reimbursing the Company for damages to facilities or equipment caused by the negligence or wilful acts of the Customer's officers, employees, agents, contractors, or End User(s).
- 2.5.8 If a Customer directly or indirectly authorizes third parties to use the Service, the Customer will indemnify and hold the Company harmless against any and all claims asserted by said party, demands, suits, actions, losses, damages, assessments or payments which may be asserted or demanded by said parties or by others as a result of said parties' actions or omissions.
- 2.5.9 The Company's failure to or maintain Service under this Tariff will be excused by the Customer for all circumstances beyond the Company's reasonable control.
- 2.5.10 The termination or disconnection of Service(s) by the Company pursuant to Section 2.2 or 2.11 of this Tariff does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of termination or disconnection. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.
- 2.5.11 If Service is to be resold or rebilled, the Reseller must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.11 If Service is terminated pursuant to Section 2.2 or Section 2.11 of this Tariff or if the Customer cancels Service pursuant to Section 2.10 of this Tariff, the Customer will be deemed to have cancelled Service as of the date of such termination or cancellation and will be liable for any cancellation charges set forth in this Tariff.

2.5.12 The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment with the long distance network. The Customer will ensure that the signals emitted into the long distance network of the do not damage equipment, injure personnel, or degrade Service to other Customers or other users of the network. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer will comply with applicable LEC or CLEC signal power limitations.

2.5.13 A Customer of any of the Company's Inbound Services must provide not less than ten (10) business days notice prior to implementation of special advertising or other new promotions likely to stimulate usage.

2.6 Establishment of Credit

The Company reserves the right to require all Applicants to establish credit worthiness to the reasonable satisfaction of the Company. Upon receipt of a signed application for service, the Applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires. If the conditions of services or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time.

SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Service

2.7.1 Application For Service

Acceptance or use of Service by the Customer shall be deemed an agreement by the Customer to subscribe to, use, and pay for such Service in accordance with the applicable Tariffs of the Company. All applicable provisions in the Company's Tariff, as amended from time-to-time, become the agreement for Service between the Company and the Customer.

(A) Speer Long Distance Services

.1 Speer 1+ and Speer 800

To obtain Service, the Applicant must submit an application to the Company in the form of a completed service agreement, an LOA, and authorization for billing monthly charges to the Customer's Credit Card.

.2 Speer Prepaid Calling Card

The Speer Prepaid Calling Card does not require an application for Service.

SECTION 2 - RULES AND REGULATIONS**2.7 Obtaining Service (continued)****2.7.1 Application For Service (continued)****(A) Speer Long Distance Services****.3 Speer Corporate Calling Card**

To obtain Service, the Applicant must submit an application to the Company in the form of a completed service agreement. As part of the application, the Applicant must select from the direct billing option or the Credit Card billing option. If the Credit Card billing option is selected, the Applicant must establish a preset limit on the dollar amount that may be charged to the calling card without additional authorization by the Applicant. The Applicant must also provide the Company with authorization to charge the Applicant's Credit Card each month to restore the account balance to the preset limit. If the direct billing option is selected, the Applicant must also establish credit satisfactory to the Company as provided in Section 2.6 of this Tariff. If the Customer does not establish credit pursuant to Section 2.6 of this Tariff, Credit Card billing will be utilized.

SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Service (continued)

2.7.1 Application For Service (continued)

(A) Virtual Office Long Distance Services

.1 Virtual Office Calling Card

To obtain Service, the Applicant must submit an application to the Company in the form of a completed service agreement. As part of the application, the Applicant must establish a preset limit on the dollar amount that may be charged to the calling card without additional authorization by the Applicant. The Applicant must also provide the Company with authorization to charge the Applicant's Credit Card each month to restore the account balance to the preset limit.

.2 Virtual Office 1+ and Virtual Office 800

To obtain Service, the Applicant must submit an application to the Company in the form of a completed service agreement, an LOA, and authorization for billing monthly charges to the Customer's Credit Card.

SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Service (continued)

2.7.2 Advance Payments

For Customers whom the Company feels 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 if necessary a new advance payment will be collected for the next month.

2.7.3 Customer Deposits

The Company does not collect deposits for services in this tariff.

SECTION 2 - RULES AND REGULATIONS

2.8 Rendering and Payment of Bills

2.8.1 Payment For Prepaid Calling Card Services

(A) Speer Best Rate Prepaid Calling Card

When the Customer initially orders Prepaid Calling Card Service, the Customer must prepay the charges for Service according to the rates included in Section 4.5 of this Tariff. No Prepaid Calling Card PIN will be activated until payment, in U. S. Dollars and in full, has been received by the Company. If the Customer pays via check, the PIN is activated after the check clears the bank.

(B) Speer Private Label Prepaid Calling Card

Upon establishing credit pursuant to Section 2.6 of this Tariff, payment in full is due within thirty (30) days of the invoice date on the bill. Charges are payable only in United States currency. Payment may be made by cash, check, money order, cashier's check, electronic wire transfer, or by automatic withdrawal from Customer's checking or savings account. Checks should be made payable as named on the bill and should be sent to the address as listed on the bill.

SECTION 2 - RULES AND REGULATIONS**2.8 Rendering and Payment of Bills****2.8.2 Payment For All Other Services****(A) Billing Period**

The Company uses cycle billing. The billing period is one month. Except for fraud, charges may be assessed for unbilled traffic up to two years in arrears.

(B) Direct Billing By Company Or Authorized Billing Agent

- .1 Bills are sent to the current billing address no later than thirty (30) days following the close of billing. Billing detail and special reporting is forwarded monthly based on the Customer's billing cycle. The due date is disclosed shown on the bill. Payment in full is due within thirty (30) days of the invoice date on the bill. Charges are payable only in United States currency. Payment may be made by cash, check, money order, cashier's check, electronic wire transfer, or by automatic withdrawal from Customer's checking or savings account. Checks should be made payable as named on the bill and should be sent to the address as listed on the bill.
- .2 If the bill is not paid within thirty (30) days from the invoice date, the Company may impose a late charge of 1.5% per month on the delinquent amount. A late charge applies to any past due balance. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

SECTION 2 - RULES AND REGULATIONS

2.8 Rendering and Payment of Bills (continued)

2.8.2 Payment For All Other Services (continued)

(B) Direct Billing By Company Or Authorized Billing Agent (continued)

.3 For Customers subscribing to the Speer Corporate Calling Card that choose the direct bill option, bills are sent to the Customer's current billing address when the calling card is activated or recharged.

(C) Credit Card Billing

With Credit Card billing, the charges for Services provided by the Company are billed on the Customer's designated and approved Credit Card bill. Charges are billed in accordance with the terms and conditions between the Customer and the Customer's designated Credit Card company. Call detail will be provided separately via United States mail, express mail service, fax, or e-mail. For calling card Services billed to a Credit Card, charges for Service are sent to the Customer's Credit Card company when the card is activated or recharged. When calling card Service is billed via Credit Card billing, each calling card has a preset dollar limit established by the Customer. During the billing month, limits may be increased at the Customer's request.

2.8.3 Return Check Charge

When another telecommunications carrier provides the billing function on behalf of the Company, the other carrier's bad check charge applies. Otherwise, the Company will assess the Customer a return check charge of \$15.00 for any check that is returned for any reason by the financial institution on which it is drawn. When a return check charge is contained in the Company's intrastate Tariff, the charge contained in the Company's intrastate Tariff applies in lieu of the charge contained in the Company's Tariff F.C.C. No. 1.

SECTION 2 - RULES AND REGULATIONS

2.9 Customer Service

2.9.1 General

Customer Service may be contacted in writing at 3201 Dickerson Pike, Nashville, Tennessee 37207. Customers may also contact Customer Service by dialing a toll-free 800/888 number. Customer Service representatives are available twenty-four hours per day, seven days per week, 365 days per year. For Cardholders subscribing to Prepaid Calling Card Service, the 800/888 number is printed on the card.

2.9.2 Billing Inquiries

Billing inquiries may be referred to the Company's Customer Service organization as indicated in Section 2.9.1 of this Tariff. If the Customer is not satisfied with the Company's resolution of a billing inquiry, the Customer may make application to the Commission for review and disposition of the matter.

2.9.3 Service Difficulties

Service difficulties may be referred to the Company's Customer Service organization, as indicated in Section 2.9.1 of this Tariff.

SECTION 2 - RULES AND REGULATIONS

2.10 Cancellation of Service By Customer

2.10.1 General

Except for Prepaid Calling Card Service, a Customer may cancel Service by giving thirty (30) days written notice to the Company. Such notice should be addressed to the Company's Customer Service organization at the address specified in Section 2.9.1 of this Tariff. Cancellation of the Customer's Service will be effective when the LEC or CLEC changes the PIC code, or when the DUC moves the Service to another long distance company. Services offered under term plans are subject to early termination penalties pursuant to the Company's Tariff F.C.C. No. 1.

SECTION 2 - RULES AND REGULATIONS

2.11 Termination of Service By Company

2.11.1 The Company may terminate Service to the Customer upon five (5) days written notice to the Customer in a separate mailing for any condition listed in Section 2.2.7 of this Tariff. If the Company delivers the notice to the Customer's premises, it will be left in a conspicuous place. When notice is mailed, the notice will be addressed to the Customer's last known billing address and mailed first class United States Mail, express overnight delivery, fax, or e-mail. The selection of the method of delivery of the notice is made by the Company.

2.11.2 The termination of Service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of termination. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.

SECTION 2 - RULES AND REGULATIONS

2.12 Taxes

2.12.1 Speer Prepaid Calling Card and Speer Private Label Prepaid Calling Card.

The usage rates in Section 4 of this Tariff are inclusive of all surcharges, taxes, and fees except for point-of-sales ("sales") taxes.

2.12.2 All Other Services

- (A) For all Services other than the Speer Prepaid Calling Card and Speer Private Label Prepaid Calling Card, the usage rates in Section 4 of this Tariff are exclusive of all surcharges, taxes, and fees.
- (B) In addition to the charges specifically pertaining to Services, certain federal, state, and local surcharges, taxes, and fees apply to Services. These taxes, surcharges, and fees are calculated based upon the point of origination of the call, the point of termination of the call, the length of each call, and the taxing jurisdiction's rules and regulations.
- (C) All federal, state, and local taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on the Customer's invoices or are provided with call detail, and unless otherwise specified herein, are not included in the rates listed in Section 4 of this Tariff.

SECTION 2 - RULES AND REGULATIONS

2.12 Taxes (continued)**2.12.3 Tax Exempt Status**

In order to be granted tax exempt status, a Customer claiming tax exempt status must provide the Company with copies of all tax exemption certificates and documents required by the Company at the time Service is ordered. Failure to provide the required documentation at the time Service is ordered will result in all taxes as noted herein being levied by the Company on the Customer's Service, and the Customer will be responsible for the payment of all such charges. At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after Service is ordered. However, the Customer will be billed for all applicable taxes and responsible for the payment of same until such time as the Company has ceased billing the applicable taxes. The Company is not liable for refunding the amount of the taxes paid by the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of Service.

SECTION 2 - RULES AND REGULATIONS**2.13 Transfer or Assignment**

After obtaining the Company's written consent, the Customer of record may assign or transfer the use of Service where there is no interruption or physical relocation. All terms and provisions contained in this Tariff will apply to any assignee or transferee. Services provided by the Company may not be transferred or assigned to a new Customer unless the following conditions have been met:

- (1) The Customer of record (assignor Customer) requests such assignment or transfer in writing at least forty-five (45) days prior to the effective date of any requested assignment or transfer; and
- (2) Prior written consent of the Company is secured. The Company agrees to respond to a request to assign or transfer to another Customer within thirty (30) days of receipt of notification; and
- (3) New Customer's (assignee Customer) credit is approved by the Company; and
- (4) The new Customer (assignee Customer) notifies the Company in writing that it agrees to assume all outstanding obligations of the former Customer for use of the Company's Services. These obligations include all outstanding indebtedness for the use of the Company's Service. Consent to such assignment or transfer will not be unreasonably withheld.
- (5) A / permitted assignment or transfer of Service will not relieve or discharge any Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment.

2.14 Restoration of Service

The use and restoration of Service in emergencies shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

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3201 Dickerson Pike, Nashville, Tennessee 37207

SECTION 2 - RULES AND REGULATIONS
2.15 Rate Period**2.15.1 General**

Different rates may be applicable to a call at a different time of the day and on certain days of the week, as specified in the appropriate rate schedule for that call. The rate periods shown below apply. All times shown are local time at the calling station in case of an outbound call and at the called station in case of an inbound call.

2.15.2 Day, Evening, and Night Rate Periods

Rate Period	Times Applicable		Days Applicable
	From	To, But Not Including	
Day	8:00 AM	5:00 PM	Mon - Fri
Evening	5:00 PM	11:00 PM	Sun - Fri
Night	11:00 PM	8:00 AM	All days
	8:00 AM	11:00 PM	Saturday
	8:00 AM	5:00 PM	Sunday

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3201 Dickerson Pike, Nashville, Tennessee 37207

SECTION 2 - RULES AND REGULATIONS

2.16 Determining Rate In Effect

2.16.1 General

For outbound Services that are time-of-day sensitive, the time of day at the central office or POP associated with the calling station determines the rate in effect. For Inbound Services that are time-of-day sensitive, the time of day at the central office or POP associated with the called station determines the rate in effect. Time of day shall be determined in accordance with Section 2.15 of this Tariff. The time at the beginning of each minute of connection determines the applicable rate period. When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge.

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3201 Dickerson Pike, Nashville, Tennessee 37207

SECTION 2 - RULES AND REGULATIONS

2.17 Interruption of Service

2.17.1 Prepaid Calling Card

Credits will be issued for cut-off and poor transmission by adding time to the Customer's Prepaid Calling Card account balance. To receive credit, the Customer must contact the Company's Customer Service group as per Section 2.9.1 of this Tariff.

2.17.2 All Other Usage Sensitive Services

- (A) Without incurring liability, the Company may interrupt the provision of Services at any time in order for tests and inspections to be performed to assure compliance with Tariff regulations and the proper installation and operation of Customer's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.
- (B) To prevent possible unauthorized, fraudulent, or unlawful use of Service, the Company may initiate Blocking all calls or Blocking calls to or from certain NPA-NXXs, cities, or individual telephone stations for any Service offered under this Tariff. Service will be restored as soon as it can be provided without undue risk and only after accounts have been brought current.
- (C) No credit for recurring monthly charges will be issued for outages less than twenty-four consecutive hours in duration. For Customers with Service subject to a monthly recurring charge, Service interruptions of greater than twenty-four (24) consecutive hours duration will receive a credit equal to the number of hours of Service interruption divided by 720 hours times the monthly recurring charge for the Service.

SECTION 2 - RULES AND REGULATIONS

2.17 Interruption of Service (continued)

2.17.2 All Other Usage Sensitive Services (continued)

- (D) Credit allowances for cutoff, wrong number, or poor transmission are subject to the general liability provisions set forth in Section 2.3.4 of this Tariff. It shall be the obligation of the Customer to notify the Company immediately of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer.

SECTION 2 - RULES AND REGULATIONS

2.18 Calculation of Usage Charges

2.18.1 Audioconferencing

For Audioconferencing, usage charges are calculated based on the sum of actual, not reserved, individual line usage. For example, if three people conduct a conference call for an hour and one conference participant hangs up ten minutes early, the conference charges are 170 minutes (60 + 60 + 50).

2.18.2 Prepaid Calling Card Service

For Prepaid Calling Card Service that are unit based, a unit is equal to one (1) minute. The Prepaid Calling Card balance will be decremented by one unit for each minute or fractional part of minute.

2.18.3 Rounding

(A) Billing Increments

Each usage sensitive Service has its own specific initial period and additional period (collectively referred to as billing increments) as specified in Section 3 of this Tariff. For all Services, fractions of a billing increment are rounded up to the next higher increment for billing purposes.

(B) Per Call Charge

The usage charges for each completed call during a billing month will be computed. If the charge for the call includes a fraction of a cent, the fraction of such charge is rounded up to the next higher whole cent. Rounding for charges for Service(s) is on a call-by-call basis.

SECTION 2 - RULES AND REGULATIONS

2.19 Lost Or Stolen Calling Cards, Prepaid Calling Card, Or PIN

2.19.1 General

Upon knowledge of facts which would alert a reasonable person to the possibility of unauthorized use of the Customer's calling card, Prepaid Calling Card, or PIN, the Customer will alert and give notice to the Company of such facts. Upon receipt of notice, the Company will deactivate the PIN associated with the card.

2.19.2 Calling Card Service

If requested by the Customer, a new calling card number and PIN will be issued to the Customer. The Customer will be excused from liability only with respect to unauthorized calls placed after receipt of such notice by the Company.

2.19.3 Prepaid Calling Card Service

The Company will have no liability to the Customer or any third party for any claims that a Prepaid Calling Card, or its PIN, has been lost, stolen, or fraudulently used. In no event will the Company be obligated to restore any Prepaid Calling Card account usage or otherwise reimburse any Cardholder for any calls charged to the Prepaid Calling Card account which such Cardholder denies having made.

SECTION 2 - RULES AND REGULATIONS

2.20 Terminal Equipment

Service(s) may be used with or terminated in Customer-provide terminal equipment or Customer-provided communications systems such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at the Customer's premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's Service. When such terminal equipment is used, the equipment shall comply with applicable rules and regulations of the Federal Communications Commission, including but not limited to, Part 68. In addition, equipment must comply with generally accepted minimum protective criteria standards and engineering requirements of the telecommunications industry which are not barred by the Federal Communications Commission.

2.21 Notices

Any notices provided by Company pursuant to this Tariff are deemed given and effective upon the earlier of (a) actual receipt by Customer or (b) three days after mailing if sent by mail, the day after express overnight delivery, or the day the notice is left at the Customer's premises or delivered via fax or e-mail.

2.22 Changes to Service Offerings

The Company reserves the right to add, change, or delete DUCs at any time.

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Speer Long Distance Services

3.1.1 Speer 1+

Speer 1+ (see Tariff sheet 67) is an outbound only, postalized, long distance pricing plan available to Business Customers that utilize Switch Access to reach the long distance network of the DUC. The initial period and additional periods are one (1) minute or fraction thereof. Charges for Services are billed pursuant to Section 2.8.2 (C) of this Tariff.

3.1.2 Speer 800

Speer 800 (see Tariff sheet 67) is an inbound only, postalized, long distance pricing plan. Calls may originate from any point in the State on any type of access but terminate via Switched Access lines between the Customer's premises and the long distance network. Speer 800 is available to Business Customers that utilize Switched Access to reach the long distance network of the DUC. The initial period and additional periods are one (1) minute or fraction thereof. Charges for Services are billed pursuant to Section 2.8.2 (C) of this Tariff.

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Speer Long Distance Services (continued)**3.1.3 Calling Card Services****(A) General**

Calling card Service is available to Customers for use when Customers or End Users are away from their established primary Service location. Calling card rates and charges apply to all calling card calls originating and terminating in the State regardless of the billing location of the Customer account. The initial period and additional periods are one (1) minute or fraction thereof.

Access to the long distance network for the purpose of billing a call to the Customer's calling card may be from tone-generating or rotary-dial instruments. The Customer or End User may access the long distance network and bill a call to their calling card by dialing 1 plus an 800/888 number plus the called telephone number, the calling card number, and a valid PIN. In some location, the Customer may place a calling card call by dialing a local access number. When available, the Company will provide the Customer the local access number.

(B) Speer Corporate Calling Card

The Speer Corporate Calling Card (see Tariff sheet 67) is available to Business Customers. For all calls, the initial period and additional period are one (1) minute or fraction thereof. Special reporting and telecommunications analysis are available on an ICB agreement. Charges for Services may be billed pursuant to Section 2.8.2 (B) of this Tariff or Section 2.8.2 (C) of this Tariff. The selection of the billing method is determined by the Customer. To help control fraud, the Customer may restrict the use of the card by area code, LATA, NPA-NXX or RBOC territory.

SECTION 3 - DESCRIPTION OF SERVICES

3.2 Prepaid Calling Card Service**3.2.1 Description of Service**

- (A) Prepaid Calling Card Service (see Tariff sheet 68) is a prepaid long distance Service that allows Customers to obtain a predetermined amount of access to the Company's long distance or directory assistance Services. The Company offers unit based Prepaid Calling Cards meaning there is a fixed amount of units (i.e., 5, 10, 20, 50, or some other denomination) or dollar based cards, meaning there is a fixed amount of dollars (i.e. 10, 20, 50, 100 or some other denomination) available to the Customer who purchases a card. The card is valid for six (6) months from the date of first use or until the expiration date printed on the card whichever comes first. After expiration, the card is debited an account maintenance fee of \$2.00 per month.
- (B) Prepaid Calling Card Service is offered via "800/888" access numbers and is available to a Cardholder from a touchtone or rotary phone. The Cardholder may access the Platform from anywhere in the State by dialing a universal "800/888" number plus a PIN and the called telephone number. In some locations, the Customer may place a Prepaid Calling Card call by dialing a local access number. Where available, the Company will provide the Customer the local access number. The Cardholder hears recorded messages that guide the Cardholder through the Platform. The Platform validates the Cardholder's PIN and determines whether time remains on the card. If time is available on the Cardholder's account, the call is completed to the called telephone number dialed by the Cardholder. The Cardholder is verbally informed of the available balance in the Cardholder's Prepaid Calling Card account.

SECTION 3 - DESCRIPTION OF SERVICES

3.2 Prepaid Calling Card Service (continued)

3.2.1 Description of Service (continued)

- (C) Calls are real-time rated during call progression. The total price of each call, including applicable taxes, is calculated on the basis of units or dollars and is deducted from the available account balance associated with each card. Each time the Cardholder is informed of the account balance, the Cardholder will be given the opportunity to recharge the card. Prepaid Calling Cards may be recharged (1) via the Platform, (2) by calling the Company's toll-free Customer Service number, or (3) by purchasing a card at selected retail stores. The Platform debits the Cardholder's account balance as the Cardholder places a call. The Cardholder receives warning tones at three minutes and again at one minute before the Cardholder's account balance reaches zero. Calls in progress will be terminated when the balance reaches zero if the card has not been recharged.
- (D) The features available with Prepaid Calling Card Services include sequential calling capability, automatic misdial correction, single user access, information services, as well as limited conference calling capability. The calling party may add additional called numbers to the call up to a total of three called numbers. The initial period and additional periods are one (1) minute or fraction thereof.

SECTION 3 - DESCRIPTION OF SERVICES

3.2 Speer Prepaid Calling Card Service (continued)

3.2.2 Service Offerings

(A) Speer Best Rate Prepaid Calling Card

The Company determines the content, design, and production of the card. The Company is responsible for all costs associated with production and distribution of the Prepaid Calling Card to the Customer. The rate per unit varies based on the estimated annual volume of the Customer

.1 Option U

Option U is a unit based Prepaid Calling Card available to Residential Customers and Business Customers. The card is available in denominations of 5 units, 10 units, 15 units, 20 units, or in a denomination that is mutually agreed to by the Company and the Customer.

.2 Option D

Option D is a dollar based Prepaid Calling Card available to Residential Customers and Business Customers. The card is available in denominations of \$5, \$10, \$15, and \$20 or in a denomination that is mutually agreed to by the Company and the Customer.

SECTION 3 - DESCRIPTION OF SERVICES

3.2 Speer Prepaid Calling Card Service (continued)**3.2.2 Service Offerings (continued)****(B) Speer Private Label Prepaid Calling Card**

The Speer Private Label Prepaid Calling Card is available to Business Customers. The card is available as a unit based card or as a dollar based card in denominations that are mutually agreed to by the Company and the Customer. The Customer determines whether the card is printed as a unit based or dollar based card. The Customer may select card stock, card design (subject to approval by the Company), the content and length of the audio billboard message (subject to approval by the Company), and the print process. The telecommunications rate for long distance Service is shown in Section 4.5.5 of this Tariff. The costs for card design, production, and development of the card and the costs of production and transmission of audio billboards are established by the Company on an ICB agreement. The Clip Rate to be printed on the Prepaid Calling Card is established by the Customer.

SECTION 3 - DESCRIPTION OF SERVICES

3.3 Speer Audioconferencing Service**3.3.1 General**

Speer Audioconferencing (see Tariff sheet 69) is a Service furnishing long distance voice telecommunications between a calling station and two or more called stations located within the State. The Service requires a teleconferencing bridge port for each called station. At any time prior to the conference call, a conference call is initiated by calling the 800/888 reservation number provided by the Company. The initial period and additional periods are one minute or fraction thereof for each call participant. Charges for Services are billed pursuant to Section 2.8.2 (C) of this Tariff.

3.3.2 Conference Entry Options

- (A) Call-In is a conference entry option which allows conference call participants to dial a prearranged telephone number to reach the Conference Bridge and join the conference call. Each conference call participant furnishes its own long distance to reach the Conference Bridge. The Call-In conference entry option is available on all Speer Audioconferencing Services.
- (B) 800/888 Call-In is a conference entry option which enables conference call participants to reach the Conference Bridge and join the conference call by calling a toll-free 800/888 number provided by the Company. The 800/888 Call-In conference entry option is available on all Speer Audioconferencing Services.
- (C) Call-Out is a conference entry option where the Coordinator calls the conference call participants to connect them into the conference call. The Call-Out conference entry option is available to Customers subscribing to the standard option as described in Section 3.3.3 of this Tariff

SECTION 3 - DESCRIPTION OF SERVICES

3.3 Speer Audioconferencing Service (continued)

3.3.3 Rate Options

(A) Automated

Conference call participants are admitted to the conference call by using a predetermined code. Entry and exit tones announce arrival/departure. The Service provides the capability to connect a multiple number of conference call participants in a single call. The conference entry options available are call-in and 800/888 call-in.

(B) Standard

The Coordinator announces each conference call participant and scans the call during the conference. For further assistance, a conference call participant can recall the Coordinator by signaling with the key pad. The Service provides the capability for multiple call participants in a single call.

(C) Premium

The Coordinator greets conference call participants, takes roll call, and calls back disconnected conference call participants, and is on-line throughout the entire call from set-up through completion. Constant monitoring is provided by multiple Coordinators assigned by the Company based on the number of participants on the call. The Service provides the capability to connect a multiple number of conference call participants in a single call¹.

SECTION 3 - DESCRIPTION OF SERVICES

3.4 Directory Assistance

3.4.1 General

Intrastate Directory Assistance (see Tariff sheet 70) involves the supplying of assistance to a calling party in the State in determining or attempting to determine the telephone number of a party who is outside the calling party's area code, but within the State. Calls for Directory Assistance within the calling party's area code are routed to and handled by the LEC or CLEC. If a Customer calls directory assistance for a call within the State but outside of the calling party's area code, the call is routed to and handled by the DUC. Person-to-Person and collect calls to Directory Assistance are not allowed.

3.4.2 Availability of Service

Intrastate directory assistance is available if the Customer subscribes to any outbound Service or the Virtual Office Calling Card.

3.4.3 Application of Charges

The Directory Assistance charge applies whether or not the directory assistance bureau furnished the requested telephone number(s) (e.g., where the requested telephone number is unlisted, non-published or no record can be found).

SECTION 3 - DESCRIPTION OF SERVICES**3.5 Virtual Office Long Distance Services**

Virtual Office Long Distance Services (see Tariff sheet 71) are combination inbound, outbound, and calling card long distance telecommunications Services available to Business Customers. Virtual Office Long Distance Services are only available to Customers that subscribe to the Company's comparable interstate Virtual Office Long Distance Service offering and have access to the Platform.

3.5.1 Virtual Office Prepaid Calling Card

Virtual Office Prepaid Calling Card is available for use when Customers or End Users are away from their established primary service location. Rates and charges apply to all calls originating and terminating in the State regardless of the billing location of the Customer account. The initial period and additional periods are one (1) minute or fraction thereof. The Virtual Office Calling Card allows the Customer or End User to place outbound calls via the Platform by dialing a toll-free 800/888 number. In some locations, the Customer may place a Calling Card call by dialing a local access number. Where available, the Company will provide the Customer the local access number. Calls may be dialed, speed dialed via the Customer's Virtual Office speed dial list, or returned via captured ANI information in stored messages. Up to three simultaneous calls may be placed via the Platform. If more than three connections are required, the calls are directed to the Conference Bridge.

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3201 Dickerson Pike, Nashville, Tennessee 37207

SECTION 3 - DESCRIPTION OF SERVICES

3.5 Virtual Office Services (continued)

3.5.2 Virtual Office 1+

Virtual Office 1+ is an outbound only long distance telecommunications Services for Business Customers that utilized Switched Access to reach the long distance network. Virtual Office 1+ Service is only available to Customers that utilize Switched Access to reach the long distance network and that subscribe to Virtual Office Prepaid Calling Card. The initial period and additional periods are one (1) minute or fraction thereof.

3.5.3 Virtual Office 800

Virtual Office 800 is an inbound only, postalized, long distance pricing plan. Calls may originate from any point in the state on any type of access but terminate via Switched Access lines between the Business Customer's premises and the long distance network. Virtual Office 800 is available to Customers that utilize Switched Access to reach the long distance network and that subscribe to the Virtual Office Calling Card. The initial period and additional periods are one minute or fraction thereof.

SECTION 3 - DESCRIPTION OF SERVICES

3.6 Timing of Calls**3.6.1 Speer Audioconferencing**

For calls billed under the standard rate option or the premium rate option, timing begins at the start of the call as initiated by the Coordinator. Timing ends when either the last party disconnects or the Coordinator terminates the call. For calls billed under the automated rate option, timing begins when the first party enters the Conference Bridge. Timing ends when the last party disconnects from the call.

3.6.2 Prepaid Calling Cards

(A) Timing begins when the called station answers and the Company's switch detects hardware answer supervision. Timing ends when the calling party hangs up. If the calling party elects to use the sequential calling feature, the party is prompted to enter (X) and place another call without re-dialing the 800 number and re-entering the PIN. Timing ends with the completion of the last call.

(B) If the Cardholder of Prepaid Calling Card uses the conference calling feature, each leg of the call is timed separately. Timing of the each leg of the call begins when the called station answer and terminates when the called station hangs up or when the calling station hangs up.

3.6.3 Calling Card Calls

Calling card calls are timed according to Section 3.6.2 this Tariff.

3.6.4 All Other Usage Sensitive Services

The Customer's long distance usage charge is based on the actual usage of the DUC's network. Usage begins when the called party picks up the receiver and the local telephone company sends a signal to the switch which utilizes hardware answer supervision or software tone detection. A call is terminated when the calling party hangs up. There are no billing charges applied for incomplete calls.

SECTION 3 - DESCRIPTION OF SERVICES
3.7 Mileage Measurements

The distance is measured using the V&H coordinates associated with either the Rate Centers of the originating and terminating stations, or the V&H coordinates associated with the originating and terminating POP. The type of access determines which V&H coordinates are used.

If a call is originated or terminated via Switched Access, the distance is measured using the V&H coordinates associated with the Rate Centers of the originating or terminating station. If the call is originated or terminated via Dedicated Access, the distance is measured using the V&H coordinates associated with the originating or terminating POP.

The rate for a call between access lines associated with stations that use the same central office is the rate for zero miles.

3.8 Determination of Airline Mileage

Calculation of distance is in accordance with the V&H coordinate system. The airline mileage between Rate Centers is determined by applying the formula below to the V&H coordinates associated with the Rate Centers involved. The Company uses the Rate Centers and associated V&H coordinates that are produced by Bell Communications Research in its NPA-NXX V&H Coordinates Tape and in NECA Tariff No. 4.

FORMULA:

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

3.9 3.9 Minimum Call Completion Rate

A Customer can expect a call completion rate of not less than 90% during peak use periods for all Feature Group D Services (1+ dialing).

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 3201 Dickerson Pike, Nashville, Tennessee 37207

SECTION 4 - RATES AND CHARGES

4.1 Speer Long Distance Services

4.1.1 Speer 1+

The rate per minute is \$.25.

4.1.2 Speer 800

The rate per minute is \$.30.

4.1.3 Speer Corporate Calling Card

The rate per minute is \$.25.

SECTION 4 - RATES AND CHARGES
4.2 Prepaid Calling Cards**4.2.1 Speer Best Rate Prepaid Calling Card 1****(A) Option D**

The rate per minute is as follows:

Annual Usage Commitment	Rate Per Minute
less than 250,000 minutes	\$0.40
250,000 to less than 500,000 minutes	\$0.33
500,000 to less than 1,000,000 minutes	\$0.30
1,000,000 to less than 5,000,000 minutes	\$0.28
more than 5,000,000 minutes	\$0.25

(B) Option U

The rate per unit is as follows:

Annual Usage Commitment	Rate Per Unit
less than 250,000 Units	\$0.40
250,000 to less than 500,000 units	\$0.33
500,000 to less than 1,000,000 units	\$0.30
1,000,000 to 5,000,000 units	\$0.28
more than 5,000,000 units	\$0.25

4.2.2 Speer Private Label Prepaid Calling Card

The rate is \$.25 per minute.

SECTION 4 - RATES AND CHARGES
4.3 Speer Audioconferencing Service**4.3.1 Application of Charges**

There are two rate elements for Speer Audioconferencing Service. They are usage rates and set-up charges. The per minute usage rates set forth in Section 4.6.2 of this Tariff apply when all legs of a conference call originate and terminate within the State. The usage rates are per minute per Site.

4.3.2 Usage Rates**(A) Automated**

	Initial 1 Minute or Fraction	Additional 1 Minute or Fraction
Call-In	\$.45	\$.45
800/888 Call-In	\$.65	\$.65

(B) Standard

	Initial 1 Minute or Fraction	Additional 1 Minute or Fraction
Call-In	\$.45	\$.45
800/888 Call-In	\$.65	\$.65
Call-Out	\$.65	\$.65

SECTION 4 - RATES AND CHARGES

4.3 Speer Audioconferencing (continued)

4.3.2 Usage Rates (continued)

(C) Premium

	Initial 1 Minute or Fraction	Additional 1 Minute or Fraction
Call-In	\$.55	\$.55
800/888 Call-In	\$.85	\$.85
Call-Out	\$.85	\$.85

4.3.2 Set-up Charge

The set-up charge is \$5.00 per site per call.

SECTION 4 - RATES AND CHARGES**4.4 Directory Assistance Services**

Direct dialed calls to directory assistance will be billed at \$.75 per call.

4.5 Exemptions and Special Rates**4.5.1 Discounts for Hearing Impaired Customers**

Pursuant to Section 25-4.079 (4) of the IXC Rules For Special Rates For Handicapped 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 charges placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to a 5% discount on dialed calls using Services which have no time-of-day pricing element. Those dialed calls using a Service which have a time-of-day pricing element will receive a credit on a subsequent bill equal to applying the evening rate for calls placed during the daytime rate period and the night rates for evening and night calls.

Pursuant to Section 25-4.160 (1) of the IXC Rules For Special Rates For Handicapped Customers, a telephone toll message placed via the relay service will receive a discount of fifty (50) percent of the time-sensitive element of the call. If either party is both hearing and visually impaired, the discount will be sixty (60) percent of the time-sensitive element of the call. The discounts do not apply to per call charges such as calling card surcharges.

4.5.2 Directory Assistance for Handicapped Person

Pursuant to Section 25-4.115 (3) (a) of the IXC Rules For Special Rates For Handicapped Customers, there will be no charge for up to fifty (50) calls per billing cycle from lines or trunks servicing individuals with disabilities. Such persons must contact the Company for credit on the bill.

Issued: June 5, 1997

Effective:

Richard M. Speer, Chief Executive Officer & President
3201 Dickerson Pike, Nashville, Tennessee 37207

SECTION 4 - RATES AND CHARGES

4.6 Virtual Office Services

4.6.1 Virtual Office Prepaid Calling Card

The rate is \$0.149 per minute. For Conference Calling, the rate is \$0.149 per minute per leg for up to three participants. Beyond three Participants, a Conference bridge must be employed and the rates are the same as shown in Section 4.3 of this Tariff.

4.6.2 Virtual Office 1+

The rate is \$0.150 per minute.

4.6.3 Virtual Office 800

The rate is \$0.150 per minute.

4.7 Miscellaneous Charges

4.7.1 Payphone Surcharge

Pursuant to the FCC's Order in CC Docket 96-128, this surcharge applies only to dial-around calls, i.e., calls originating using a carrier's access code, a Customer's 800 and other toll-free numbers and debit card calls, from payphone instruments. This surcharge does not apply for 0+ call for which the payphone provider would otherwise receive compensation. The Customer shall pay the Company a per call surcharge of \$0.35 per call for all such traffic.

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PROMOTIONS

5.1 Promotions

From time-to-time, the Company may offer special promotions to its Customers waiving certain charges, offering Service(s) at special rates, and/or offering promotional discounts. The Company will notify the Commission of the rates, charges, and terms and conditions of any promotion in this Tariff.

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3201 Dickerson Pike, Nashville, Tennessee 37207

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 3201 Dickerson Pike, Nashville, Tennessee 37207

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ATTACHMENT I

MANAGERIAL CAPABILITY

Richard M. Speer is Chief Executive Officer and President of Speer Virtual Media, Ltd. Mr. Speer has a diversified business background that began in real estate holdings, construction, and utilities. From 1984 to 1993, Mr. Speer was Assistant to the President of Home Shopping Network ("HSN"), the company that pioneered interactive shopping on television. He was instrumental in HSN's initial roll-out, designing and implementing technology that would be paramount to the company's success. He established and programmed the network and created the MIS and fulfillment divisions, telemarketing, and mass market distribution. In addition, Mr. Speer ran the purchasing department under the direction of Lowell Paxton, co-founder of HSN. When he assumed the full responsibility of the purchasing department in 1988, Mr. Speer established a highly-trained and efficient management and buying team that helped HSN achieve its highest revenue level, \$1.2 billion. With his co-founders and colleagues, he created a new industry in electronic retailing. Mr. Speer holds a Bachelor's Degree in Business Administration from Southern Methodist University, with a minor in Political Science.

Thomas D. Weekly is Executive Vice President of Speer Virtual Media, Ltd. Prior to joining SVM, Mr. Weekly was the Branch Manager for MCI with responsibility for the business markets of Kentucky and Tennessee. For two years prior to this assignment, He was the Regional Manager for the Major Account Division of MCI in Florida. Before joining MCI, Mr. Weekly held various management positions within RCA Telephone Systems, including the National Field Sales Manager position. Mr Weekly is a graduate of Olivet University with a Bachelor's Degree in Business Administration.

ATTACHMENT J

TECHNICAL CAPABILITY

Speer Virtual Media, Ltd. is a switchless reseller. All transport will be provided by the Florida certified underlying carrier.

ATTACHMENT K

FINANCIAL CAPABILITY

**CURRENT BALANCE SHEET
CURRENT INCOME STATEMENT
STATEMENT OF RETAINED EARNINGS**

SPEER VIRTUAL MEDIA LIMITED PARTNERSHIP

BALANCE SHEET

MARCH 31, 1997

ASSETS

CURRENT ASSETS:

CASH	\$ 1,673.51
PREPAID IN-STORE PROMOTIONAL SUPPLIES	24,369.51
ACCOUNTS RECEIVABLE	1,905.00
CALLING CARD INVENTORY	<u>9,650.32</u>

TOTAL CURRENT ASSETS \$ 37,598.34

PROPERTY AND EQUIPMENT:

COMPUTER SOFTWARE \$ 821,246.50

TOTAL ASSETS \$ 858,844.84

LIABILITIES AND PARTNERS' CAPITAL

CURRENT LIABILITIES:

ACCOUNTS PAYABLE	\$ 5,668.64
ACCOUNTS PAYABLE - SPEER COMMUNICATIONS	8,557.29
OTHER	<u>295.75</u>

TOTAL LIABILITIES \$ 14,521.68

PARTNERS' CAPITAL - RMS, LTD.

\$ 907,900.00

CURRENT YEAR EARNINGS (LOSS)

(63,576.84)

TOTAL LIABILITIES AND PARTNERS' CAPITAL \$ 858,844.84

The Company has an equity funding commitment with RMS Limited Partnership in the amount of \$3,000,000. Of this amount, \$2,092,100 is available at March 31, 1997.

SPEER VIRTUAL MEDIA LP
 INCOME STATEMENT
 FOR THE MONTH ENDING 3/31/97
 MARCH PCT YEAR TO DATE PCT

REVENUE

PREPAID CARD SALES - TIER 3	14,761.30-	100.0	16,530.00-	100.0
TOTAL REVENUE	14,761.30-	100.0	16,530.00-	100.0

OPERATING EXPENSES

VARIABLE COSTS				
CARD PRINTING	414.69	2.8	414.69	2.5
IN STORE PROMOTION	2,707.73	18.3	2,707.73	16.4
MINUTES	609.70	4.1	609.70	3.7
COMMISSIONS - PREPAID CARDS	419.20	2.8	419.20	2.5
ADVERTISING	100.00	.7	100.00	.6
CREDIT CARD PROCESSING	150.00	1.0	150.00	.9
TOTAL VARIABLE COSTS	4,401.42	29.7	4,401.42	26.6

FIXED COSTS

SALARIES AND WAGES - FULL-TIME	23,346.18	158.2	63,249.49	384.2
PAYROLL TAXES	2,192.30	14.6	6,133.69	37.1
TRAVEL AND LODGING	266.43	1.8	266.43	1.6
MEALS AND ENTERTAINMENT	206.76	1.4	206.76	1.2
DUES AND SUBSCRIPTIONS	130.63	.9	469.63	2.8
TELEPHONE	234.82	1.6	234.82	1.4
GRAPHICS	323.63	2.2	323.63	2.0
INSURANCE - GROUP HEALTH	288.56-	2.0	871.90-	5.2
LEGAL FEES	2,476.79	16.8	2,476.79	15.0
ACCOUNTING FEES	416.28	2.8	416.28	2.5
SUPPLIES - OFFICE	11.73	.1	11.73	.1
PRINTING AND STATIONERY	903.89	6.1	903.89	5.5
TOTAL FIXED COSTS	30,186.26	204.5	73,723.42	437.6

ALLOCATION OF OVERHEAD EXPENSES

TOTAL ALLOCATION OF O/H EXPENSES	.00	.0	.00	.0
TOTAL OPERATING EXPENSES	34,587.68	234.2	80,126.84	484.2
OPERATING (INCOME) LOSS	19,826.18	134.7	63,576.84	384.2

SPEED VIRTUAL MEDIA LP
 I N C O M E S T A T E M E N T
 FOR THE MONTH ENDING 3/31/97

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	MARCH	PCT	YEAR TO DATE	PCT
OTHER (INCOME) EXPENSES				
TOTAL OTHER (INCOME) EXPENSE	.00	.0	.00	.0
NET INCOME/LOSS	19,826.18	134.3	43,376.84	294.2

Statement of Financial Capability

In the opinion of management, Speer Virtual Media, Ltd., has sufficient financial capability to enter the Florida telecommunications market and meet its ongoing obligations. In addition to funds available as shown on the financial statements furnished, Speer Virtual Media, Ltd. has access to additional funding through financial institutions and, if necessary, through additional capital from the partners.


Richard M. Speer
Chief Executive Officer & President

June 5, 1997


CERTIFICATION OF FINANCIAL STATEMENTS

OATH

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before the undersigned, an officer duly authorized to administer oaths, Richard M. Speer who first being duly sworn, deposes and says that he is Chief Executive Officer & President of Speer Virtual Media, Ltd., applicant in this application, that he has read the financial statements enclosed herein as Attachment K and knows the contents thereof, and that the statements made herein are true to the best of his knowledge and belief.


CEO/Pres.
(Signature of Affiant)

Subscribed and sworn before me, this

5th day of June,

1997.

B Faye Rhomberg
(Notary Public)

(Seal)

B. FAYE RHOMBERG
MY COMMISSION EXPIRES
MARCH 28, 2000

My Commission Expires _____