

COMPETITIVE COMMUNICATIONS GROUP

April 12, 1999

Florida Public Service Commission
Division of Communications
Bureau of Certification and Evaluation
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

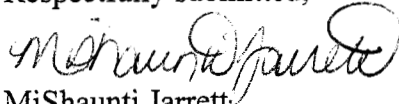
990508-TI

Re: Application to Provide Interexchange Telecommunications Service for
Columbia Telecommunications, Inc. d.b.a. aXessa

Enclosed for filing, please find an original and six (6) copies of the above referenced application.

Please date stamp the enclosed extra copy of this letter and return it in the envelope provided. Should you have any questions concerning this filing, please contact MiShaunti Jarrett at 301-699-5300.

Respectfully submitted,


MiShaunti Jarrett
Regulatory Specialist

DOCUMENT NUMBER - DATE

05153 APR 21 99

FPSC-RECORDS/REPORTING

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

Original certificate (new company).

Approval of transfer of existing certificate:
Example, a certificated company purchases an existing certificated company and desires to retain the authority of both certificates.

Approval of assignment of existing certificate:
Example, a non-certificated company purchases an existing company and desires to retain the certificate of authority rather than apply for a new certificate.

Approval of transfer of control: Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of company:

Columbia Telecommunications, Inc. d.b.a. aXessa

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

aXessa

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

11823 Market Place Avenue, Baton Rouge, LA 70896

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

Applicant does not currently have a Florida address

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

- () **Facilities-based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
- (X) **Operator Service Provider** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- () **Reseller** - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
- (X) **Switchless Rebiller** - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
- () **Multi-Location Discount Aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers, then offers resold service by enrolling unaffiliated customers.
- () **Prepaid Debit Card Provider** - any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

7. Structure of organization;

- () Individual (X) Corporation
() Foreign Corporation () Foreign Partnership
() General Partnership () Limited Partnership
() Other _____

8. If individual, provide: N/A

Name : _____

Title : _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

9. If incorporated in Florida, provide proof of authority to operate in Florida: N/A

- (a) The Florida Secretary of State Corporate Registration number: _____

10. If foreign corporation, provide proof of authority to operate in Florida: Exhibit A

- (a) The Florida Secretary of State Corporate Registration number: _____

11. If using fictitious name-d/b/a, provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida:

- (a) The Florida Secretary of State fictitious name registration number: G98195900003

12. If a limited liability partnership, provide proof of registration to operate in Florida. N/A

- (a) The Florida Secretary of State registration number: _____

13. If a partnership, provide name, title and address of all partners and a copy of the partnership agreement.

N/A

Name : _____

Title : _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

14. If a foreign limited partnership, provide proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS), if applicable.

N/A

(a) The Florida registration number: _____

15. Provide FEID Number (if applicable): 72-1332196

16. Provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services? (X) Yes () No

(b) If not, who will bill for your services? N/A

Name : _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

(c) How is this information provided?

Monthly Statement

17. Who will serve as liaison to the Commission with regard to the following?

(a) The application;

Name : MiShaunti Jarrett or Doug Dawson
Title : Consultant/Competitive Communications Group
Address: 6811 Kenilworth Ave., Suite 302
City/State/Zip: Riverdale, MD 20737
Telephone No.: 301-699-5300 Fax No.: 301-699-5080
Internet E-Mail Address: miarrett@c-c-g.com
Internet Website Address: http://www.c-c-g.com

(b) Official point of contact for the ongoing operations of the company:

Name : Tom Nolan
Title : President
Address: 11823 Market Place Avenue
City/State/Zip: Baton Rouge, LA 70896
Telephone No.: 504-927-6815 Fax No.: 504-927-6818
Internet E-Mail Address: _____
Internet Website Address: _____

(c) Complaints/Inquiries from customers:

Name : Lennen Madere
Title : General Manager
Address: 11823 Market Place Avenue
City/State/Zip: Baton Rouge, LA 70896
Telephone No.: 504-927-6699 Fax No.: 504-927-1080
Internet E-Mail Address: _____
Internet Website Address: _____

18. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

Columbia Telecommunications, Inc. d.b.a aXessa has not
operated as an interexchange Telecommunications company.

(b) has applications pending to be certificated as an interexchange telecommunications company.

ME, MA, NY, RI, VT, CT, MD, PA, DE

(c) is certificated to operate as an interexchange telecommunications company.

All applications are currently pending

(d) has been denied authority to operate as an interexchange telecommunications company and the circumstances involved.

aXessa has not been denied certification in any state.

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

None

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

None

19. Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

(a) 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 officer, director or stockholder has adjudged
bankrupt, mentally incompetent, or found guilty of any
felony or any crime or actions that may result from
pending proceedings.

(b) an 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

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

a. **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

b. **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

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

- Method of access is FGA
- Method of access is FGB
- Method of access is FGD
- Method of access is 800

d. MTS for pay telephone service providers

e. Block-of-time calling plan (Reach Out Florida, Ring America, etc.).

f. 800 service (toll free)

g. WATS type service (bulk or volume discount)

- Method of access is via dedicated facilities
- Method of access is via switched facilities

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

i. Travel service

- Method of access is 950
- Method of access is 800

j. 900 service

k. 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

l. Services included are:

- Station assistance
- Person-to-person assistance
- Directory assistance
- Operator verify and interrupt
- Conference calling

21. 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 Exhibit B

22. Submit the following:

A. Financial capability.

The application must contain the applicant's audited financial statements for the most recent 3 years. If the applicant does not have audited financial statements, it shall so be stated.

The unaudited financial statements must be signed by the applicant's chief executive officer and chief financial officer affirming that the financial statements are true and correct and must include:

1. the balance sheet,
2. income statement, and
3. statement of retained earnings.

See Exhibit C

NOTE: This documentation may include, but is not limited to, financial statements, a projected profit and loss statement, credit references, credit bureau reports, and descriptions of business relationships with financial institutions.

Further, the following (which includes supporting documentation) must be provided:

1. A written explanation that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
2. A written explanation that the applicant has sufficient financial capability to maintain the requested service.
3. A written explanation that the applicant has sufficient financial capability to meet its lease or ownership obligations.

B. Managerial capability; give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each. See Exhibit D

C. Technical capability; give resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance. See Exhibit D

**** 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 the gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

UTILITY OFFICIAL:

Tom Nolan

Signature

4-12-99

Date

President

Title

504-927-6815

Telephone No.

Address: 11823 Market Place Avenue

Baton Rouge, LA 70896

504-927-6818

Fax No.

ATTACHMENTS:

- A - CERTIFICATE TRANSFER OR ASSIGNMENT STATEMENT
- B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C - INTRASTATE NETWORK
- D - CURRENT FLORIDA INTRASTATE SERVICES
- E - AFFIDAVIT
FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES
GLOSSARY

**** APPENDIX A ****

CERTIFICATE TRANSFER OR ASSIGNMENT STATEMENT

I, (Name) _____,
(Title) _____ of
(Name of Company) _____

_____ and current holder of Florida Public Service Commission Certificate Number _____, have reviewed this application and join in the petitioner's request for a

transfer

assignment

of the above-mentioned certificate.

UTILITY OFFICIAL:

Signature

Date

Title

Telephone No.

Address: _____

Fax No.

** APPENDIX B **

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

A statement of how the Commission can be assured of the security of customer 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 intends to collect deposits and/or advance payments for more than one month's service and will file and maintain a surety bond with the Commission in an amount equal to the current balance of deposits and advance payments in excess of one month. (The bond must accompany the application.)

UTILITY OFFICIAL:

Tom Nolan

Signature

4-10-99

Date

President

Title

504-927-6815

Telephone No.

Address: 11823 Market Place Avenue

Baton Rouge, LA 70896

504-927-6818

Fax No.

** APPENDIX C **

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?

N/A

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

N/A

UTILITY OFFICIAL:

Tom Nolan

Signature

President

Title

4-12-99

Date

504-927-6815

Telephone No.

Address: 11823 Market Place Avenue
Baton Rouge, LA 70896

504-927-6818
Fax No.

**** APPENDIX D ****

AFFIDAVIT

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide interexchange telecommunications service in the State of Florida. I have read the foregoing and declare that, to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

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

UTILITY OFFICIAL:

Tom Nolan

Signature

4-12-99

Date

President

Title

504-927-6815

Telephone No.

Address: 11823 Market Place Avenue

Baton Rouge, LA 70896

504-927-6818

Fax No.

Exhibit A



FLORIDA DEPARTMENT OF STATE

Sandra B. Mortham
Secretary of State

July 23, 1998

RONNIE J. BERTHELOT
SHOWS, CALI & BURNS
PO DRAWER 4425
BATON ROUGE, LA 70821

Qualification documents for COLUMBIA TELECOMMUNICATIONS, INC. were filed on July 23, 1998 and assigned document number F98000004200. Please refer to this number whenever corresponding with this office.

Your corporation is now qualified and authorized to transact business in Florida as of the file date.

A corporation annual report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please telephone (850) 487-6091, the Foreign Qualification/Tax Lien Section.

Jennifer Sindt
Document Examiner
Division of Corporations

Letter Number: 798A00039015



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

July 23, 1998

RONNIE J. BERTHELOT
SHOWS, CALI & BURNS
P.O. DRAWER 4425
BATON ROUGE, LA 70821

Subject: AXESSA

REGISTRATION NUMBER: G98195900003

This will acknowledge the filing of the above fictitious name registration which was registered on July 23, 1998. This registration gives no rights to ownership of the name.

Each fictitious name registration must be renewed every five years between July 1 and December 31 of the expiration year to maintain registration. Three months prior to the expiration date a statement of renewal will be mailed.

IT IS THE RESPONSIBILITY OF THE BUSINESS TO NOTIFY THIS OFFICE IN WRITING IF THEIR MAILING ADDRESS CHANGES. Whenever corresponding please provide assigned Registration Number.

Should you have any questions regarding this matter you may contact our office at (850) 488-9000.

Tax Liens
Division of Corporations

Letter No. 798A00039017

Exhibit B

Columbia Telecommunications, Inc. d.b.a. aXessa

**TARIFF FOR RESOLD INTRASTATE MESSAGE
TELECOMMUNICATIONS AND OPERATOR SERVICES**

This Tariff describes the regulations and rates applicable to the provision of Intrastate Message Telecommunications and Operator Services. Service is provided by Columbia Telecommunications, Inc. d.b.a. aXessa with principal offices at 11823 Market Place Avenue, Baton Rouge, LA 70896. 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:

Issued by:

Allynn Madere/CAO
Columbia Telecommunications, Inc. d.b.a. aXessa
11823 Market Place Avenue
Baton Rouge, LA 70896

Effective:

Original Page 1

INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

CHECK SHEET

The pages inclusive of this Tariff are effective as of the dates shown. Original and revised pages, as named below, comprise all changes from the original Tariff in effect on the date indicated.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
1	Original	26	Original		
2	Original	27	Original		
3	Original	28	Original		
4	Original	29	Original		
5	Original	30	Original		
6	Original	31	Original		
7	Original	32	Original		
8	Original	33	Original		
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25	Original				

Issued:
Issued by:

Allynn Madere/CAO
Columbia Telecommunications, Inc. d.b.a. aXessa
11823 Market Place Avenue
Baton Rouge, LA 70896

Effective:

INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

TABLE OF CONTENTS

Page No.

Check Sheet..... 1
Concurring Carriers 6
Connecting Carriers 6
Other Participating Carriers..... 6
Registered Servicemarks 6
Registered Trade Marks..... 6
Explanation of Symbols..... 6

SECTION 1: GENERAL

1.1 Application of Tariff 7
1.2 Definitions 7

SECTION 2: RULES AND REGULATIONS

2.1 Undertaking of the Company 11
 2.1.A Scope 11
 2.1.B Limitations 11
2.2 Obligations of the Customer 12
2.3 Liabilities of the Company..... 15
2.4 Service Orders 16

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Columbia Telecommunications, Inc. d.b.a. aXessa
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Baton Rouge, LA 70896

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

TABLE OF CONTENTS (Cont'd)

	<u>Page No.</u>
2.5 Charges and Payments for Service or Facilities	17
2.5.A Deposits	17
2.5.B Description of Payment and Billing Periods	18
2.5.C Taxes, Gross Revenue, Gross Income and Gross Earnings Surcharges	18
2.5.D Payment and Late Payment Charge.....	19
2.5.E Returned Check Charge	19
2.5.F Suspension or Termination for Nonpayment	19
2.5.G Credit Allowance/Service Interruptions	20
2.5.H Service Interruption Measurement	21
2.6 Termination or Denial of Service by the Company	22
2.7 Special Services.....	23
2.7.A General	23
2.7.B When Applicable.....	23
2.7.C Cancellation.....	24
2.8 Special Pricing Arrangements.....	24
2.9 Special Construction	24

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

TABLE OF CONTENTS (Cont'd)

Page No.

2.10 Inspection, Testing and Adjustment25

2.11 Directory Assistance25

2.12 Customer Complaints and Billing Disputes.....25

SECTION 3: DESCRIPTION OF SERVICE

3.1 Service Points26

3.2 Measurements.....26

 3.2.A Time of Day Rate Period26

 3.2.B Availability of Service26

 3.2.C Holiday Rates26

3.3 Timing of Calls.....27

3.4 Computation of Distance28

3.5 Method of Applying Rates.....28

3.6 Promotional Discounts29

3.7 Dialed Domestic Message
 Telecommunications Services.....29

3.8 Calling Card Service29

3.9 Operator Services30

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Columbia Telecommunications, Inc. d.b.a. aXessa
11823 Market Place Avenue
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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

TABLE OF CONTENTS (Cont'd)

Page No.

SECTION 4: RATES AND CHARGES

4.1	Returned Check Charge	30
4.2	Rate Schedules.....	31

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

EXPLANATION OF SYMBOLS

- (D) - Delete or Discontinue
- (I) - Change which results in an increase to a customer's bill
- (M) - Move to another tariff location
- (N) - New
- (R) - Change which results in a reduction to a customer's bill
- (T) - A change in text or regulation but no change in rate or charges

TARIFF FORMAT

Issued:
Issued by:

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Columbia Telecommunications, Inc. d.b.a. aXessa
11823 Market Place Avenue
Baton Rouge, LA 70896

Effective:

INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

1. **TECHNICAL TERMS AND DEFINITIONS**

Definitions

Certain terms used throughout this Tariff are defined as follows:

Access Code

A sequence of numbers that, when dialed, connect the caller to the provider of operator services associated with that sequence.

Aggregator

Any person that, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises, for Intrastate telephone calls using a provider of operator services.

Application for Service

A standard order form including all pertinent billing, technical, and other descriptive information enabling the Company to provision the Service requested.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

1. **TECHNICAL TERMS AND DEFINITIONS**

1.2 Definitions (Cont'd)

Authorization Code

A numerical code, one or more of which may be assigned to a Customer to enable the Company to identify the origin of the user or individual users or groups of users on one account so that the Company may rate and bill the call.

Company

Columbia Telecommunications, Inc. d.b.a. aXessa unless the context indicates otherwise.

Consumer

A person initiating any Intrastate telephone call.

Customer

Any individual, partnership, association, trust, corporation, cooperative, governmental agency or other entity utilizing the Services provided by the Company on a subscription basis. A Customer, as set forth herein, is responsible for the payment of charges and for compliance with all applicable terms of the Company's Tariff.

Customer Provided Equipment

Terminal Equipment or facilities provided by persons other than the Company and connected to the Company's Services and/or facilities.

Commission

Florida Public Service Commission

Issued:
Issued by:

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

1.2 Definitions (Cont'd)

Dialed Access

An arrangement whereby a Customer uses the public switched network facilities of a local exchange telephone company to access the terminal of the Company.

Domestic Message Telecommunications Service (MTS)

The term "Domestic Message Telecommunications Service" denotes the furnishing of station-to-station direct dial Intrastate switched network services to the Customer for the completion of long distance voice and dial up low speed data transmissions over voice grade channel from the Company's Points of Presence to domestic points as specified herein.

Local Exchange Carrier (LEC)

A Telephone Company which furnishes local exchange services.

Measured Usage Charge or Measured Charge

A charge assessed on a per-minute basis in calculating all or a portion of the charges due for a completed call over the Company's facilities.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

1. **GENERAL**

1.2 Definitions (Cont'd)

Premises

The space designated by a Customer as its place or places of business for provision of Service or for its own communications needs.

Service

The offerings provided by the Company to the Customer under this Tariff.

Issued:
Issued by:

Allynn Madere/CAO
Columbia Telecommunications, Inc. d.b.a. aXessa
11823 Market Place Avenue
Baton Rouge, LA 70896

Effective:

INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. **RULES AND REGULATIONS**

2.1 Undertaking of the Company

Scope

The Company is a carrier providing Intrastate domestic communications services to Customers for their direct transmission of voice, data and other types of telecommunications within Florida as described in this Tariff. The provision of such Service by the Company as set forth in this Tariff does not constitute a joint undertaking with the Customer for the furnishing of any Service.

Limitations

1. The Service provided pursuant to this Tariff is offered subject to the availability of facilities and the other provisions of this Tariff.
2. The Company does not undertake to transmit communications or messages, but rather furnishes facilities, Service and equipment for such transmissions by the Customer.
3. The Company retains the right to deny Service to any Customer failing to comply with the rules and regulations of this Tariff, or other applicable rules, regulations or laws.
4. Resellers and Rebillers must hold a Certificate of Public Convenience and Necessity as an Interexchange Carrier from the Commission.

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Effective:

INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. RULES AND REGULATIONS

2.2 Obligations of the Customer

- 2.2.A All Customers assume general responsibilities in connection with the provision and use of the Company's Service. General responsibilities are described in this section. When facilities, equipment, and/or communication systems provided by others are connected to the Company's facilities, the Customer assumes the additional responsibilities as set forth in Section 2.2, herein.
- 2.2.B The Customer is responsible for the payment of all charges for any and all Services or facilities provided by the Company to the Customer.
- 2.2.C Subject to availability, the Customer may use specific codes to identify the users groups on its account and to allocate the cost of its service accordingly. The numerical composition of such codes shall be set forth by the Company to assure compatibility with the Company's accounting and automation systems and to avoid duplication of such specific codes.
- 2.2.D The Company reserves the right to discontinue the use of any code provided to the Customer and to substitute another code for such Customer's use.
- 2.2.E The Customer shall indemnify and save harmless the Company from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by the Customer using the Company's Services; and any other claim resulting from any act or omission of the Customer to the use of the Company's facilities.
- 2.2.F Nothing contained herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any Customer or person any ownership interest or proprietary right in any particular code issued by Company; provided, however, that a Customer that continues to subscribe to Company's Services will be provided a replacement code in the event such Customer's initial code is canceled.

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Columbia Telecommunications, Inc. d.b.a. aXessa
11823 Market Place Avenue
Baton Rouge, LA 70896

Effective:

INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. **RULES AND REGULATIONS**

2.2 Obligations of the Customer (Cont'd)

- 2.2.G The Customer shall reimburse the Company for damages to the Company's facilities caused by any negligence or willful act or acts on the part of the Customer.
- 2.2.H The Customer shall pay and hold the Company harmless from the payment of all charges for service ordered by the Customer from the Local Exchange Carriers or other entities for telecommunications services and/or facilities connecting the Customer and the Company.
- 2.2.I In the event a suit is brought by the Company, or an attorney is retained by the Company to collect any bill or enforce the terms of this Tariff against a Customer, that Customer shall be responsible for payment of all reasonable attorney's fees, court costs, costs of investigation and any and all other related costs and expenses incurred by the Company in connection therewith.
- 2.2.J The Customer understands that the Services are furnished subject to the condition that there will be no abuse, fraudulent and/or illegal use thereof. Such activity includes, but is not limited to:
- 2.2.J.1 Using the Service for any purpose in violation of any law.
- 2.2.J.2 Obtaining or attempting to obtain services through any scheme, false representation and/or use of any fraudulent means or devices whatsoever with the intent to avoid payment, in whole or in part, of charges for Services, or assisting any other person or firm in such regard.
- 2.2.J.3 Attempting to, or actually obtaining, accessing, altering, or interfering with the communications and/or information by rearranging, tampering with or making any connection with any facilities of the Company or assisting any other person or firm in such regard.

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2. RULES AND REGULATIONS

2.2 Obligations of the Customer (Cont'd)

2.2.J.4 Using the Services in a manner that interferes unreasonably with the use of Service by one or more other Customers.

2.2.J.5 Using the Service to convey information deemed to be obscene, salacious, or prurient, to impersonate another person with fraudulent or malicious intent, to call another person or persons so frequently, at such times, or in such a manner as to annoy, abuse, or harass, or to convey information of a nature or in a manner that renders such conveyance unlawful.

2.2.K The Customer, not the Company, shall be responsible for compliance with FCC Rules, 47 C.F.R. Part 68, and for all maintenance of such equipment and/or facilities.

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2. RULES AND REGULATIONS

2.3 Liabilities of the Company

- 2.3.A Except as stated in this Section 2.3, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this Tariff.
- 2.3.B The liability of the Company for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this Tariff, including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations shall not exceed an amount equal to the charges under this Tariff applicable to the specific call (or portion thereof) that was affected, unless ordered by the Commission. No other liability shall attach to the Company.
- 2.3.C The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to: (1) acts of God, fires, flood or other catastrophes; (2) any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; or (3) national emergencies, insurrections, riots, wars or other labor difficulties.
- 2.3.D The Company shall not be liable for any act or omission of any other entity furnishing facilities, equipment, or services used by a Customer, with the Company's Services. In addition, the Company shall not be liable for any damages or losses due to the failure or negligence of any Customer or due to the failure of Customer Provided Equipment, facilities or services.

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2. RULES AND REGULATIONS

2.4 Service Orders

The Customer must place an Application for Service with the Company to initiate or change the Services provided pursuant to this Tariff. All Applications for Services must be in writing and provide, at a minimum, the following information:

- 2.4.A Customer's name(s), telephone number(s) and address(es). In the case of a corporation or partnership, a designated officer or agent shall be named as the contact person for such corporation or partnership.
- 2.4.B Name(s), address(es) and telephone number(s) of person(s) to whom notices from the Company to the Customer shall be addressed, if different from (A) above.
- 2.4.C The amount of toll service usage the Customer was billed for the two (2) months immediately preceding the request for Service if such information is applicable and available.

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2. RULES AND REGULATIONS

2.5 Charges and Payments for Service or Facilities

2.5.A Deposits

2.5.A.1 The Company will not require deposits, advance payments, prepayments or financial guarantees.

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2. RULES AND REGULATIONS

2.5 Charges and Payments for Service or Facilities (Cont'd)

2.5.B Description of Payment and Billing Periods

2.5.B.1 Service is provided and billed on a monthly basis. Service continues to be provided and billed on a monthly basis until canceled by the Customer through notice given to the Company.

2.5.B.2 When billing functions are performed by a Local Exchange Carrier (LEC), commercial credit card company or others, the payment conditions and requirements of such LECs apply, including any applicable interest.

2.5.B.3 In the event a Local Exchange Carrier, commercial credit card company or others ceases efforts to collect any amounts associated with the Company's charges, the Company may bill the Customer or the called party directly, and may utilize its own billing and collection procedures. These procedures shall be consistent with all applicable statutes, rules and regulations.

2.5.C Taxes

2.5.C.1 All state and local taxes (gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

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2. RULES AND REGULATIONS

2.5 Charges and Payments for Service or Facilities (Cont'd)

2.5.D Payment and Late Payment Charge

2.5.D.1 Payment will be due as specified on the Customer bill. Commencing after that due date, a late charge will be applied to all amounts past due.

2.5.D.2 Collection procedures are unaffected by the application of a late payment charge. The late payment charge does not apply to unpaid balances associated with disputed amounts. Undisputed amounts on the same bill are subject to the late payment charge if unpaid and carried forward to the next bill.

2.5.E Returned Check Charge

In cases where the Company issues direct bills to Customers, and payment by check is returned for insufficient funds, or is otherwise not processed for payment, there will be a charge as set forth herein.

2.5.F Suspension or Termination for Nonpayment

After a 5 business days written notice has been sent to the customers, service may be denied or discontinued at the Company's discretion for nonpayment of amounts due the Company past the due date as specified in 2.5.D.1. Restoration of Service will be subject to all applicable installation charges.

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2. **RULES AND REGULATIONS**

2.5 Charges and Payments for Service or Facilities (Cont'd)

2.5.G Credit Allowances/Service Interruptions

- 2.5.G.1 Credit for failure of Service will be allowed only when failure is caused by or occurs in the Company's facilities or equipment owned, provided and billed for by the Company. A credit allowance is applicable for any period during which Customer cannot utilize the Service, except for such period where the Service is interrupted by the Company for access to its facilities for the purposes of investigating and clearing troubles and/or maintenance.
- 2.5.G.2 Credit allowances for failure of Service or equipment starts when the Customer notifies the Company of the failure and ceases when the operation has been restored and an attempt has been made to notify the Customer by the Company.
- 2.5.G.3 The Customer shall notify the Company of Service failure or equipment failure. The Customer shall make reasonable attempts to ascertain that the failure is not caused by Customer Provided Equipment or Customer provided facilities, any act, or omission of the Customer, or in wiring or equipment connected to the Customer's terminal.
- 2.5.G.4 Only those portions of the Service or equipment operation disabled will be credited.
- 2.5.G.5 Any credit provided to the Customer under this Tariff shall be determined in accordance with the provisions of Section 2.5.H.

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2. RULES AND REGULATIONS

2.5 Charges and Payments for Service or Facilities (Cont'd)

2.5.H Service Interruption Measurement

2.5.H.1 Credit Allowance

In the event of an interruption of Service that exceeds the minimum requirements set forth in this paragraph, the Company shall make a credit allowance at the Customer's request for a pro rata adjustment of all Service charges billed by the Company for those Services rendered inoperative by the interruption. The credit allowance will be computed by dividing the duration of the service interruption measured in twenty-four (24) hour days, from the time the interruption is reported to the Company, by a standard 720 hour month, and then multiplying the result by the Company's fixed monthly charges for each interrupted Service.

The credit allowance formula is as follows:

$$\frac{A}{720} \times B = \text{Credit Allowance}$$

A= Duration of service interruption measured in hours.

B= Company's fixed monthly charges for each interrupted service.

A period of time less than six (6) hours shall not be credited. In no case shall the credit exceed the total monthly charges. No adjustments will be made for periods of noncontinuous interruptions, and no other liability shall attach to the Company in consideration of such interruption to Service.

2.5.H.2 Customer Interruptions

A credit allowance will not be given for interruptions caused by the negligence or willful act of the Customer, or interruptions caused by failure of equipment or service not provided by the Company.

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2. **RULES AND REGULATIONS**

2.6 Termination or Denial of Service by the Company

2.6 Termination or Denial of Service by the Company

2.6.A The Company may, immediately and without notice to the Customer, and without liability of any nature, temporarily deny, terminate, or suspend Service to any Customer:

- a. **Hazardous Condition.** For a condition on the customer's premises determined by the Company to be hazardous.
- b. **Adverse Effect on Service.** Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- c. **Tampering with Company Property.** Customer's tampering with equipment furnished and owned by the Company.
- d. **Unauthorized Use of Service.** Customer's unauthorized use of service by any method which causes hazardous signals over utility's network.
- e. **Illegal Use of Service.** Customer's use of service or equipment in a manner to violate the law.

2.6.B The Company may deny service for any of the following reasons provided it has notified the customer of its intent, in writing, to deny service and has allowed the customer a reasonable time of not less than 5 days in which to remove the cause of denial:

- a. **Non-compliance with Regulations.** For violation of or non compliance with regulations of, or for violation of or non compliance with the Company's tariffs on file with the Maryland Public Service Commission.
- b. **Failure on Contractual Obligations.** For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Commission.
- c. **Refusal of Access.** For failure of the customer to permit the Company to have reasonable access to its equipment.

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2. **RULES AND REGULATIONS**

2.6 Termination or Denial of Service by the Company (cont'd)

2.6.B (cont'd)

d. **For non payment of Bill.**

- (1) For non payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer with at least 5 days, excluding Sundays and holidays in which to make settlement before service is denied.
- (2) In case of bankruptcy, receivership, abandonment of service, or abnormal toll usage, less than 5 days notice may be given if necessary to protect the Company's revenues.
- (3) Except in cases where a prior promise to pay has not been kept or bankruptcy, receivership, abandoned service, or abnormal toll usage is involved, the company may not deny service on the day preceding any day on which it is not prepared to accept payment of the amount due and to reconnect service.

- e. **Failure to comply with Service Conditions.** For failure of the customer to furnish the service equipment, permits, certificates, or rights of way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.
- f. **Failure to Comply with Municipal Ordinances.** For failure to comply with municipal ordinances or other laws pertaining to telephone service.

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2. RULES AND REGULATIONS

2.7 Special Services

2.7.A General

For the purpose of this Tariff, Special Services are deemed to be any Service requested by the Customer and provided by the Company for which there is no prescribed rate in this Tariff. Special Services charges will be developed on an individual case basis (ICB) and may be established by contract between the Company and the Customer. ICB rates will be filed with the Commission for its approval and made part of this Tariff.

2.7.B When Applicable

Special Services rates apply in the following circumstances:

- 2.7.B.1 If at the request of the Customer, the Company obtains facilities not normally used by the Company to provide Service to its Customer;
- 2.7.B.2 If at the request of the Customer, the Company provides technical assistance not normally required;
- 2.7.B.3 Where special signaling, conditioning, equipment, or other features are required to make Customer Provided Equipment compatible with the Company's Service;
- 2.7.B.4 When, at the specific request of the Customer, installation by the Company or its agent and/or routine maintenance is performed outside of the regular business hours.
- 2.7.B.5 If installation and/or routine maintenance is extended beyond normal business hours at the request of the Customer and these circumstances are not the fault of the Company, Special Service charges may apply. Such circumstances include, but are not limited to, stand-by in excess of one hour, weekend, holiday or night time cut-over, and additional installation testing in excess of the normal testing required to provide Service.

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2. RULES AND REGULATIONS

2.7 Special Services (Cont'd)

2.7.C Cancellation

If a Customer orders Service requiring special facilities dedicated to the Customer's use and then cancels its order prior to the Service start date, before completion of any minimum Service periods associated with such special facilities ordered by the Company or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be made to the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by installation and monthly charges. If, based on such an order, any construction has either begun or been completed, but no such Service provided, the nonrecoverable cost of such construction shall be borne by the Customer.

2.8 Special Pricing Arrangements

Customized Service packages and competitive pricing arrangements at negotiated rates may be furnished on a case-by-case basis in response to Customer request for such proposals or for competitive bids. Special Pricing Arrangements offered under this Tariff will be provided to the Customer pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the Tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. The rates will be made part of this Tariff.

2.9 Special Construction

All rates and charges quoted in this Tariff provide for the furnishing of a Service when suitable facilities are available or where the construction of the necessary facilities does not involve unusual costs. When the revenue to be derived from the Service does not warrant the Company assuming the unusual costs of providing the necessary construction, the Customer may be required to pay all or a portion of such costs and to contract for the Service for a sufficient period to warrant the construction, depending upon the circumstances in each case. The Company's charges for such special construction shall follow the same guidelines for establishing charges for Special Services as described in Section 2.8 of this Tariff.

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2. RULES AND REGULATIONS

2.10 Inspection, Testing and Adjustment

2.10.A The Company may, upon reasonable notice, make such tests and inspections as may be necessary to investigate the installation, operation or maintenance of the Customer's or the Company's equipment or connecting facilities. The Company may interrupt Service at any time, without penalty or liability to itself, where necessary to prevent improper use of Service, equipment, facilities, or connections.

2.10.B Upon reasonable notice, the facilities and equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for its maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made, unless such interruption exceeds four (4) hours in length.

2.11 Customer Complaints and Billing Disputes

2.12.A Customer complaints and billing disputes not satisfactorily resolved may be presented by the Customer to the FL PSC.

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3. **DESCRIPTION OF SERVICE**

3.1 **Directory Assistance**

Directory Assistance will be provided by the Company as part of the Service furnished by the Company. The Customer will be billed usage at the appropriate rate when a call is placed from its telephone to directory assistance.

3.2 **Measurements**

3.2.A **Rate Period**

Rates specified in this tariff are effective twenty four seven days a week.

3.2.B **Availability of Service**

The Service is available at the rates listed in Section 4, through subscription to any of the domestic message telecommunication service offerings available from the Company.

3.2.C **Holiday Rates**

3.2.C.1 During the following officially recognized holidays, the rate schedule specified in Section 4 of this Tariff apply twenty four (24) hours a day.

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Martin Luther King Day	Columbus Day
Presidents Day	Veterans' Day

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

3. **DESCRIPTION OF SERVICE**

3.3 Timing of Calls

- 3.3.A Unless otherwise indicated in this Tariff, following the initial sixty (60) seconds, calls are timed in six (6) second increments. "Ring-busy" and "ring-no-answer" calls will not knowingly be charged to the Customer. If charged in error, the Customer will be credited. Timing begins when the called party answers and ends when either party hangs up. The minimum call duration for a completed call is sixty (60) seconds.
- 3.3.D There shall be no charge for unanswered calls. Upon receiving reasonable and adequate notice of billing from a Customer for any such call, the Company may issue a credit in an amount equal to the charge for the call. Calls in progress longer than sixty (60) seconds will be presumed answered.
- 3.3.F The time of day at the calling party rate center determines what Time-of-Day rate period applies.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

3. DESCRIPTION OF SERVICE

3.4 Computation of Distance

3.4.A All calls are rated on the basis of airline mileage locations of the caller and the called party, regardless of the call's routing.

3.4.B Airline mileage is obtained by using the "V" and "H" coordinates assigned to each point. To determine the airline distance between any two cities, the airline mileage is determined as follows:

3.4.B.1 Obtain the "V" and "H" coordinates for each city.

3.4.B.2 Obtain the difference between the "V" coordinates of each of the cities. Obtain the difference between the "H" coordinates.

3.4.B.3 Square each difference obtained in step 2, above.

3.4.B.4 Add the square of the "V" difference and the "H" difference obtained in step 3, above.

3.4.B.5 Divide the number obtained in step 4 by 10. Round to the next higher whole number if any fraction is obtained.

3.4.B.6 Obtain the square root of the whole number obtained in step 5 above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

3.5 Method of Applying Rates

3.5.A Unless specified otherwise in this Tariff, the duration of each call for billing purposes will be rounded off to the nearest higher minute.

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3. **DESCRIPTION OF SERVICE**

3.6 **Dialed Domestic Message Telecommunications Services**

3.6.A Dialed Domestic Message Telecommunications Services are measured use, full time services and are offered on a monthly basis, utilizing Intrastate communications facilities. When appropriate access arrangements exist, these switched services are available on a presubscription (Equal Access) basis. Otherwise, the Services require that a Customer access the Company's network via an alternative access code arrangement such as "950-XXXX" plus the Customer's security code, a toll-free "1-800" telephone number with the Customer's security code, or via "1-0-1-XXXX" code with Customer security code.

3.6.B Depending upon the service option chosen by the Customer, the charges for the use of such domestic Intrastate communications facilities may be based upon the time of day, the total minutes of use and/or the distance of each call.

3.6.C All Customers shall be charged the rates identified in Section 4.2. for Business Customers.

3.8 **Calling Card Service**

3.7.A Calling Card Service permits Customers which have arranged for a Company-issued calling card to make calling card calls throughout Florida through the use of a specific "1-800" telephone number provided by the Company. See Section 4.2.C, herein for rates.

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3. **DESCRIPTION OF SERVICE**

3.9 Operator Service

3.8.A Operator Assisted calls consist of Collect Calls, Third Party Calls, Calling Card Calls, and Person to Person Calls. These calls shall be billed based on a measured usage charge element dependant on duration, distance and time of day and a fixed surcharge element which is dependant on the type of billing selected. See Section 4.2.D, herein for rates.

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4. RATES AND CHARGES

4.1 Returned Check Charge

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds if the face value does not exceed \$50.00, \$30.00 if the face value does exceed \$50.00 but does not exceed \$300.00, \$40.00 if the face value exceeds \$300.00 or 5% of the value of the check, which ever is greater.

4.2 Late Payment Charge

Interest charges of 1.5% per month will be assessed on all unpaid balances more than thirty days old.

4.3 Promotional Discounts

The Company may from time to time offer promotional discounts. Such discounts will be for a specified period of time, will not exceed published rates, and will be offered to all qualifying Customers on a non-discriminatory basis, under any rules prescribed by the Commission. These rates will be made part of this Tariff.

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4. **RATES AND CHARGES**

4.4 Rate Schedules (Cont'd)

4.2.A Residential & Business Outbound Direct Dial Service

1. Per Minute of Use Rates

Monthly Volume	Month to Month	1 Year Contract	2 Year Contract	3 Year Contract
\$ 0 - \$ 100	\$0.1200	\$0.1150	\$0.1100	\$0.1050
\$ 100 - \$ 300	\$0.1150	\$0.1100	\$0.1050	\$0.1000
\$ 300 - \$ 600	\$0.1100	\$0.1050	\$0.1000	\$0.0950
\$ 600 - \$1,000	\$0.1050	\$0.1000	\$0.0950	\$0.0900
\$1,000 - \$2,500	\$0.1000	\$0.0950	\$0.0900	\$0.0850
\$2,500 +	\$0.0900	\$0.0875	\$0.0850	\$0.0800

4.2.B Residential & Business Inbound Service

1. Per Minute of Use Rates

Monthly Volume	Month to Month	1 Year Contract	2 Year Contract	3 Year Contract
\$ 0 - \$ 100	\$0.1450	\$0.1400	\$0.1350	\$0.1300
\$ 100 - \$ 300	\$0.1400	\$0.1350	\$0.1300	\$0.1250
\$ 300 - \$ 600	\$0.1350	\$0.1300	\$0.1250	\$0.1200
\$ 600 - \$1,000	\$0.1300	\$0.1250	\$0.1200	\$0.1150
\$1,000 - \$2,500	\$0.1250	\$0.1200	\$0.1150	\$0.1100
\$2,500 +	\$0.1200	\$0.1150	\$0.1100	\$0.1050

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4. RATES AND CHARGES

4.2 Rate Schedules (Cont'd)

4.2.C Calling Card Service

1. Availability of Service

The Company issues the aXessa Calling Card, and also allows Customers to utilize Calling Cards of other carriers.

2. aXessa Calling Card

Calling Card calls completed with the aXessa Calling Card are available at the rates specified below. Calling Card usage is billed in six (6) second increments.

Rate per minute \$0.20

4.2.D Operator Service Charges

1. Station to Station, per call

Dial Calling Card \$ 0.35

Operator Assisted \$ 0.30

2. Directory Assistance, per call

Local Call \$ 0.60

Toll Call \$ 0.60

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Exhibit C

AXESSA
PROFORMA FINANCIAL STATEMENTS

Balance Sheet
Total Company
Years Ending 9/30

	1998	1999
Assets		
1 Cash	1,331,127	642,434
2 Accounts Receivable	117,405	93,810
3 Vehicles	0	140,000
4 Other Work Equipment	0	101,000
5 Buildings	884,948	2,034,948
6 Furniture	0	216,859
7 Computers - PC	0	196,000
8 Central Office Switch	2,523,644	4,603,852
9 Fiber Electronics	0	445,434
10 T1 Terminations	0	3,715,682
11 Interconnect Equipment	0	60,000
12 Cable & Wire Loop	0	254,602
13 Fiber Network	0	0
14 Internet Equipment	0	300,000
15 Plant Under Construction	116,859	0
16 Storefront Equipment	0	0
17 Storefront Inventory	0	0
18 Less Accumulated Depreciation	(7,697)	(689,970)
19 Storefront Accumulated Depreciation	0	0
20 Total Assets	4,966,286	12,114,651
Liabilities		
21 Long Term Debt	0	7,688,890
22 Accounts Payable	3,978,947	635,691
23 Total Liabilities	3,978,947	8,324,581
Owners' Equity		
24 Common Stock	4,980,876	9,980,876
25 Retained Earnings	(3,993,537)	(6,190,806)
26 Total Owners' Equity	987,339	3,790,070

AXESSA
PROFORMA FINANCIAL STATEMENTS

Income Statement
Total Company

Years Ending 9/30

1998 1999

Operating Revenue

8	Local Service Revenue	0	789,421
9	Vertical Service Revenues	0	46,604
10	Non-Recurring Charge Revenue	0	166,657
11	Number Portability	0	1,924
12	Interstate Access Revenue	0	722,668
13	Intrastate Access Revenue	0	687,011
14	Interstate Toll Revenue	0	240,540
15	Intrastate Toll Revenue	0	232,455
16	Voice Mail	0	168,486
17	DS1 Data Revenue	0	321,021
18	Data Circuit Revenue	0	61,147
19	Wholesale Transport Revenue	0	0
20	ADSL Revenue	0	64,683
21	Inside Wire Maintenance	0	1,192
22	SS7 Data Dip Revenue	0	3,446
23	Operator Revenue	0	49,765
24	Directory Assistance Revenue	0	27,964
25	Internet Revenue	0	32,844
26	Lan / Wan Revenue	0	38,167
27	CPE Leasing	0	502
28	CPE Sales	0	22,167
29	PBX Sales Revenue	0	5,580
30	Salesforce NEXTEL Agency	0	31,305
31	Directory Revenues	0	2,790
32	Storefronts	0	0
33	Universal Service Payments	0	0
34	Total Revenues	0	3,718,341
35	Less Bad Debt:	0	92,345
36	Net Revenues	0	3,625,996

Cost of Goods Sold

37	Less COGs	0	441,618
38	Less Storefront COGs	0	0
39	Gross Margin	0	3,184,378

AXESSA
PROFORMA FINANCIAL STATEMENTS

		Total Company	
		Years Ending 9/30	
Operating Expenses		1998	1999
40	Vehicle Expense	72,900	58,200
41	Tools & Equipment	0	9,996
42	Building Maintenance	274,623	326,004
43	Computer - PC	0	23,000
44	Switching Equipment Expense	130,341	358,049
45	Fiber Terminal Equipment Expense	65,170	337,928
46	Network - Loop / Installers	0	171,839
47	Trunk Expense	0	102,816
48	Leased Network	0	83,335
49	Interconnection	0	0
50	Trouble Reporting / Dispatch	0	15,000
51	Engineering	825,000	39,663
52	Plant Supervision	0	56,554
53	Advertising & Marketing	93,723	257,474
54	Sales Expense	108,617	812,100
55	Customer Service	21,723	191,250
56	Billing	0	227,363
57	Executive	488,777	487,650
58	General Accounting	271,543	300,000
59	External Relations	0	36,000
60	Human Resources	0	37,500
61	Legal Expense	517,732	50,004
62	Consultants	1,032,208	200,000
63	Other Gen & Admin	83,483	81,996
64	Depreciation	7,697	682,273
65	Storefront Depreciation	0	0
66	Property Tax	0	69,571
67	Franchise Fee	0	13,634
68	Storefront Expense	0	0
69	Total Operating Expenses	3,993,537	5,029,199
70	Net Operating Income	(3,993,537)	(1,844,821)
71	Interest Expense	0	352,448
72	Net Income Before Taxes	(3,993,537)	(2,197,269)
73	Income Taxes	0	0
74	Net Income	(3,993,537)	(2,197,269)
75	Cumulative Net Income	(3,993,537)	(6,190,806)

Exhibit D

THOMAS A. NOLAN
11823 Market Place Avenue, Baton Rouge, Louisiana 70816
(225) 297-2500
SSN: 437-48-4855

YEAR OF EXPERIENCE 35 Years

EDUCATION Tulane University, New Orleans, Louisiana

 University of Southwest Louisiana, Lafayette, Louisiana

 Louisiana State University, Baton Rouge, Louisiana
 Bachelor of Science Degree, 1964

PROFILE:

Mr. Nolan has been a prominent figure in Louisiana business and government circles for many years and has had a diversity of interest. His varied experience and extensive personal contacts throughout the state have been influential in developing his public relations philosophy: "We are what we are perceived to be." Mr. Nolan concentrates on building positive images for his businesses and maintains those images.

He organized and was majority stockholder of First City Savings and Loan Association in Baton Rouge, the first stock-chartered savings and loan association in Louisiana. He served as Chairman of the Board until he and all of the stockholders sold and made a handsome profit. He was also previously a majority owner and Board of Directors member of the Bank of Commerce of St. Francisville. He has been a real estate developer, putting together shopping centers, subdivisions, apartment complexes, recreational facilities and more. He personally developed the Wimbledon Racquet Club and Subdivision in Baton Rouge, a family-oriented tennis facility and was owner and operator of a five-restaurant chain in Louisiana. Mr. Nolan and C. James Rogers incorporated TAJ Management, Inc. in January, 1992 to take advantage of their combined fifty years business experience in Louisiana and elsewhere. Mr. Nolan brought to the company his thirty plus years of business experience and active involvement in the political arena. TAJ Management specialized in public relations and regulatory compliance consulting. These endeavors provided him with a well-rounded knowledge in many business areas and a vast network contacts.

For years, Mr. Nolan has specialized in public relations, lobbying, regulatory compliance, and business compliance especially in governmental areas. He directed all of Sales and Marketing efforts for his clients and his own businesses.

In addition he has produced two stage plays in New York: One On-Broadway - The November People and one Off-Broadway - To Bury a Cousin. He was an originator of The Enterprises, a 50,000 circulation newspaper in the Baton Rouge market. He has also been a frequent participant in fund raising for such groups at the LSU Alumni Foundation and has been active with law and drug enforcement agencies.

Mr. Nolan serves as President of Columbia Telecommunications, Inc. d/b/a aXessa; a start up CLEC presently licensed in Louisiana, Alabama, Florida and Mississippi. As President and Managing Director, Mr. Nolan is responsible for advising and participating in decisions of the Board of Directors as to the overall direction and focus of the Company. He maintains a professional executive relationship with Lucent Technologies, GE Capital and "soon to be" major clients of aXessa. Mr. Nolan plans to serve in the position of President to effectuate an

efficient and prudent day to day operation of the Company until such time that the Company can bring on board a permanent full time President and CEO. He has assembled an extremely qualified and competent management team for the Company.

MEMBERSHIPS:

Our Lady of Mercy Roman Catholic Church, Baton Rouge, LA
Louisiana State University Alumni Foundation
Instrument Society of America
City Club of New Orleans
Associates for Collegiate Excellence, Treasurer
Country Club of Louisiana
Chamber of Commerce, New Orleans, LA

REAL ESTATE DEVELOPMENTS:

Briar Place Subdivision
Monticello Subdivision
Aspen Apartments
Plaza Americana Office Park
Tara in St. Tammany
Wimbledon Office Park
Lafayette Office Park
Forest Glen Subdivision
University Apartments
Oak Ridge Plaza
Bayou Fountain Subdivision
Wimbledon Subdivision
Wimbledon Racquet Club

CIVIC:

Past Member, Louisiana Real Estate Commission
Past Member, Woman's Hospital Classic
Alumni Special Commendation Award, Louisiana State University
Past Treasurer, Associates for Collegiate Excellence
Past Member, Governor's Board to relocate our Lady of the Lake Hospital
Past Greater Baton Rouge, Metropolitan Kiwanis
Past Greater Baton Rouge, Chamber of Commerce
Past Greater Baton Rouge, Junior Chamber of Commerce
Louisiana State University Foundation
Louisiana State University Tiger Athletic Foundation
Pennington Foundation
Louisiana State University Medical School Foundation
Catholic High School Men's Club

C. JAMES ROGERS, CPA

18527 S. Mission Hills
Baton Rouge, LA 70810
SSN: 436-68-8708

Registration Louisiana - Certified Public Accountant, 1973

Years of Experience 25 Years

Expertise Mr. Rogers specializes in public relations, regulatory compliance, and business consulting in a wide variety of fields, with a concentration in governmental areas, health care and telecommunications. Prior to his current position as President of TAJ Management, Inc., he spent 20 years in public accounting as a partner in one of the largest CPA firms in Louisiana. This position provided him with a well-rounded knowledge in many business areas as well as a vast network of contacts. He has extensive experience with public involvement and agency coordination.

Education B. S., Louisiana State University, 1970

Civic Member, Governor's Committee of 100 for Economic Development
Chairman, Governor's Charity Gala, 1992
Member, Governor's Transition Team, 1992
Past Chairman, Woman's Hospital Classic
Past President, Baton Rouge Chapter, Louisiana CPA Society
Past Chairman, Louisiana CPA Society Annual Meeting Committee
Past Board Member, Baton Rouge Area Foundation,
Volunteers of America, Cancer Society of Greater Baton Rouge, Metropolitan Kiwanis,
Leadership Member, Boy Scouts of America
Alumni Special Commendation Award, Louisiana State University

Key Experience

**Executive Vice President - Finance
Columbia Telecommunications, Inc.**

Mr. Rogers serves as Chief Financial Officer and Treasurer of this Company. He has been very active in the development of this company for the last three years. He has also been active in the pursuit of Local Exchange licenses in several states (four of which have granted licenses.)

Key Experience

**President, TAJ Management, Inc.
January, 1992 - Present**

C. James Rogers and Thomas A. Nolan incorporated TAJ Management, Inc. in January, 1992 to take advantage of their combined fifty years business experience in Louisiana and elsewhere. Jim brings to the company his twenty plus years of public accounting and business consulting experience. Much of his tenure in his previous position involved consulting in the regulatory compliance and governmental relations arena. TAJ Management specializes in these areas and some of their clients include:

- Hilton Hotels
- Ramsay Health Care
- Medco Behavioral Care
- Louisiana State University
- Greiner, Inc.
- Crescent River Port Pilots Assn.
- Paine Webber, Inc.
- 21st Century Telesis
- Paramount Wireless Communications Corporation
- Associated Design Group, Inc.

TAJ Management has served as a sub-contractor to Greiner, Inc. for the past four years, on a project to build a regional airport in Louisiana.

Key Experience

Partner, Postlethwaite and Netterville, CPA's 1973-1992

Mr. Rogers was a senior partner with one of the largest CPA firms in Louisiana until he resigned in 1992 to form TAJ Management, Inc. While with Postlethwaite and Netterville he specialized in consulting and auditing in the governmental, healthcare, and financial institution areas.

He also served on the Peer Review Committee of the American Institute of CPA's and became noted as a Team Captain on many peer reviews of CPA firms around the country.

Agencies for whom Mr. Rogers performed auditing or consulting services included:

- Louisiana Legislative Auditor
- Louisiana House of Representatives and Senate
- Louisiana Department of Health and Hospitals
- Louisiana Department of Public Safety
- Louisiana Department of Revenue and Taxation
- Louisiana Municipal Association
- Louisiana Insurance Guaranty Association
- Louisiana Stadium and Exposition District
- Louisiana Housing Finance Authority
- Louisiana Public Facilities Authority
- Louisiana Teachers Retirement System

He was also responsible for auditing and consulting services for numerous private entities including banks, hospitals, nursing homes, contractors, and manufacturers.

P.O. Box 302
Reserve, LA 70084

Phone 504-536-4444
Fax 504-536-6373
E-mail amadere@cmq.com

Allynn Madere

Objective

To work for a growing telecommunications or affiliated company in an upper managerial position.

Summary of qualifications

1962 - 1998 Reserve Telephone Company, Inc. Reserve, LA
Executive Vice President & General Manager

- I worked in a family owned Independent telephone company from November 1962 to May 1998. I started as the first Central Office technician. I was also responsible for PABX and Key Systems, all of which I had training. By 1972 I became General Manager which gave me experience in Billing and Collecting, Public Service Commission (PSC), Rural Electrification Administration (REA) and other front office tasks. By 1978 I was made Executive Vice President and General Manager, which put me in control of the entire company.

From 1978 to 1998, the company went through De-Regulation of terminal equipment (telephones, PABX, Key Systems, etc), divestiture of AT&T and the startup of Cellular telecommunications. During this time we successfully created a Business Department to market PABX's and Key Systems within a 75-mile radius around our company which included New Orleans and Baton Rouge. We also applied for Cellular frequencies and after a long legal battle were successful and are now in the Cellular business. During this time we also created a Long Distance Resale Company, a Directory Company and a CLEC Company. All of which are successful. By 1997 all of my family (sisters) were growing older and decided to sell the company. At 55 years of age, I did not feel the need to retire, so I invested in HR Communications LLP, in hopes of remaining in the telephone business after the sale of our company.

My experience over the last 35 years in the telephone company covered every facet of the business. I was responsible and indeed directed planning, regulatory, borrowing, administrative, and investment tasks.

I have enjoyed the communication industry immensely and look forward to continuing for some years to come.

Education

1960 - 1961 Southeastern Louisiana University Hammond, LA
General Accounting

Professional memberships

Louisiana Telephone Association (LTA)

P.O. Box 302
Reserve, LA 70084

Phone 504-536-4444
Fax 504-536-6373
E-mail amadere@cmq.com

Allynn Madere

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Summary of qualifications

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Executive Vice President & General Manager

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Professional memberships

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