

**GERRY, FRIEND & SAPRONOV, LLP**

ATTORNEYS AT LAW

SUITE 1450

THREE RAVINIA DRIVE

ATLANTA, GEORGIA 30346-2131

(770) 399-9500

FACSIMILE (770) 395-0000

EMAIL: gflaw@gflaw.com

May 20, 1999

**VIA OVERNIGHT MAIL**

Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399

DEPOSIT

**D139**

DATE

**MAY 24 1999**

99 MAY 21 AM 9:23  
MAIL ROOM

990659-TI

Re: Application of InterCept Communications Technologies, Inc. for Authority to Provide Interexchange Telecommunications Service within the State of Florida ("InterCept IXC Application")

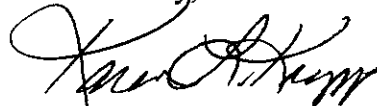
Dear Sir or Madam:

Enclosed are the original and seven (7) copies of the InterCept IXC Application. Please file the Application in your usual fashion and return one (1) file-stamped copy to us in the enclosed envelope.

Also enclosed is a check in the amount of \$250.00 to cover the cost of filing InterCept's IXC Application.

If you have any questions or comments, please call the undersigned.

Sincerely,



Karen L. Kropp

Enc.

cc: InterCept Communications Technologies, Inc.  
(with enclosure)  
Charles A. Hudak, Esq.  
(without enclosure)

DOCUMENT NUMBER-DATE

**06452 MAY 21 99**

FPSC-RECORDS/REPORTING

**APPLICATION FORM**  
**FOR**  
**AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS**  
**SERVICE WITHIN THE STATE OF FLORIDA**

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

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

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

**INTERCEPT COMMUNICATIONS TECHNOLOGIES, INC.**

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

**Not Applicable**

DOCUMENT NUMBER-DATE

**06452 MAY 21 88**

FPSC-RECORDS/REPORTING

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

**InterCept Communications Technologies, Inc.  
3150 Holcomb Bridge Road  
Suite 200  
Norcross, Georgia 30071**

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

**InterCept Communications Technologies, Inc. (“Applicant”) conducts business from its headquarters in Norcross, Georgia. Applicant’s registered agent in Florida is:**

**InterCept Communications Technologies, Inc.  
c/o CT Corporation System  
1200 South Pine Island Road  
Plantation, Florida 33324**

7. Structure of organization;

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

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

**Not Applicable.**

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

**Not Applicable.**

- (b) Indicate if the individual or any of the partners 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.

**Not Applicable.**

- (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.

**Not Applicable.**

9. If incorporated, please give:

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

Qualification Document Number: **F99000001850**

**A copy of Applicant's Certificate to Transact Business in Florida is attached hereto at Exhibit "A".**

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

**CT Corporation System  
1200 South Pine Island Road  
Plantation, Florida 33324**

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

**Not Applicable.**

Fictitious name registration number: \_\_\_\_\_

- (d) 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.

**None of Applicant's officers, directors or stockholders has been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime. Further, no such proceedings are pending against any of Applicant's officers, directors or stockholders.**

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

**None of Applicant's officers, directors, or stockholders is an officer, director, partner or stockholder in any other Florida certificated telephone company.**

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

(a) The application:

**Charles A. Hudak, Esq.  
Karen L. Kropp, Esq.  
Gerry, Friend & Saprnov, LLP  
Three Ravinia Drive, Suite 1450  
Atlanta, Georgia 30346-2131  
Tel: (770) 399-9500  
Fax: (770) 395-0000  
Internet: chudak@gfslaw.com**

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

**Michael D. Sulpy  
Senior Vice President  
InterCept Communications Technologies, Inc.  
3150 Holcomb Bridge Road  
Norcross, Georgia 30071  
Tel: (770) 248-9600  
Fax: (770) 242-6803**

(c) Tariff:

**Charles A. Hudak, Esq.  
Karen L. Kropp, Esq.  
Gerry, Friend & Saprnov, LLP  
Three Ravinia Drive, Suite 1450  
Atlanta, Georgia 30346-2131  
Tel: (770) 399-9500  
Fax: (770) 395-0000  
Internet: chudak@gfslaw.com**

(d) Complaints/Inquiries from customers;

**Michael D. Sulpy  
Senior Vice President**

**InterCept Communications Technologies, Inc.**  
**3150 Holcomb Bridge Road**  
**Norcross, Georgia 30071**  
**Tel: (770) 248-9600**  
**Fax: (770) 242-6803**

11. List the states in which the applicant:

- (a) Has operated as an interexchange carrier.

**Applicant has not yet operated as an interexchange carrier in any state.**

- (b) Has applications pending to be certificated as an interexchange carrier.

**Applicant currently has applications pending to provide interexchange service in the states of Alabama and Georgia.**

- (c) Is certificated to operate as an interexchange carrier.

**At this time, Applicant does not yet have authority to operate as an interexchange carrier in any state.**

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

**Applicant has never been denied authority to operate as an interexchange carrier.**

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

**Applicant has not been assessed regulatory penalties for violations of the telecommunications statutes of any state.**

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

**Applicant has not been involved in any civil court proceedings with any interexchange carrier, local exchange company or other telecommunications entity.**

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

- |                                     |                         |                          |            |
|-------------------------------------|-------------------------|--------------------------|------------|
| <input checked="" type="checkbox"/> | Facilities.             | <input type="checkbox"/> | Operators. |
| <input type="checkbox"/>            | Billing and Collection. | <input type="checkbox"/> | Sales.     |
| <input type="checkbox"/>            | Maintenance.            |                          |            |
| <input type="checkbox"/>            | Other: _____            |                          |            |

13. Do you have a marketing program?

**Applicant intends to market its intrastate, interexchange, voice and data services directly to banking institutions and other corporations, schools and governmental institutions through its existing sales and marketing personnel.**

14. Will your marketing program:

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

**Applicant does not intend to utilize commission payments, sales franchises, and multi-level sales incentives in order to market and sell its telecommunications services.**

15. Explain any of the offers checked in question 13 (To whom, what amount, type of franchise, etc.)

**Not Applicable.**

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

- |                                     |                        |                                     |                            |
|-------------------------------------|------------------------|-------------------------------------|----------------------------|
| <input checked="" type="checkbox"/> | Residential customers  | <input checked="" type="checkbox"/> | Business customers.        |
| <input type="checkbox"/>            | PATS providers.        | <input type="checkbox"/>            | PATS station end-users.    |
| <input type="checkbox"/>            | Hotels and motels      | <input type="checkbox"/>            | Hotel and motel guests.    |
| <input type="checkbox"/>            | Universities.          | <input type="checkbox"/>            | Univ. dormitory residents. |
| <input type="checkbox"/>            | Other: (specify) _____ |                                     |                            |

17. Please provide the following (if applicable):

- (a) Will the name of your company appear on the bill for your services, and if not who will the billed party contact to ask questions about the bill (provide name and phone number) and how is this information provided:

Applicant's name and address will appear on each invoice for service received by each customer. In addition, Applicant will provide a toll-free telephone number (i.e. 1-888-845-4033) on each invoice for customers to contact customer service personnel. These personnel will handle service orders, inquiries and the majority of complaints. To the extent that inquiries or complaints cannot be resolved by customer service personnel, they will be referred to supervisors and technical experts.

(b) Name and address of the firm who will bill for your services.

**Not Applicable.**

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

**Applicant's illustrative tariff is attached hereto at Exhibit "B"**

19. 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 if FGB

Method of access if FGD

Method of access if 800

**MTS with route specific rates per minute**

Method of access is FGA

Method of access if FGB

Method of access if FGD

Method of access if 800

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

Method of access is FGA

Method of access if FGB

Method of access if FGD

Method of access if 800

**MTS for pay telephone service providers**

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

**800 Service (Toll free)**



**WATS type service (Bulk or volume discount)**

Method of access is via dedicated facilities

Method of access is via switched facilities

**Private Line services (Channel services)**

(For example, 1.544 mbs., DS-3, etc.)

**Travel Service**

Method of access is 950

Method of access is 800

**900 Service**

**Operator Services**

Available to presubscribed customers

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

Available to inmates

**Services included are:**

Station assistance

Person-to-Person assistance

Directory assistance

Operator verify and interrupt

Conference Calling

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

**Applicant's customers will obtain access to intrastate, long distance services by dialing "1+" or "10-10-XXXX".**

21.  Other:

**Applicant requests authority to provide intrastate, interexchange voice and data communications services over networks operated by existing, certificated interexchange carriers operating in the State of Florida. Specifically, Applicant intends to offer the following services:**

- (1) **Private Line Services - A point-to-point dedicated channel service using digital technology to provide high speed data and voice communications services between two or more customer locations in Florida.**

- (2) **Frame Relay Service** - A fast packet switching service using digital technology to provide high speed data communications access to and among various customer- operated local area networks. Applicant will offer frame relay service to connect two or more customer locations in Florida for data communications.

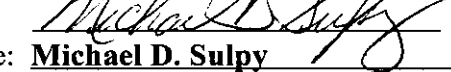
Applicant intends to provide its voice and high-speed data services in Florida on a resale basis and on a facilities-based basis over a combination of its own facilities and by means of leased facilities and network elements. Applicant will construct or install its own communications equipment and facilities to provide facilities-based voice and data services, some of which equipment may be collocated in BellSouth Telecommunications, Inc.'s central offices and some of which will be placed in Applicant's own locations. Applicant also intends to lease network transmission facilities to interconnect its own equipment and facilities, or to connect such equipment to the voice and data communications networks at its customers' premises.

**APPLICANT ACKNOWLEDGMENT 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 \$50.00 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** A non-refundable application fee of \$250.00 must be submitted with the application.
5. **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 Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange 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.

**INTERCEPT COMMUNICATIONS TECHNOLOGIES, INC.**

(Applicant)

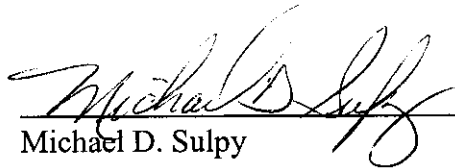
By:   
Name: **Michael D. Sulpy**  
Its: **Senior Vice President**  
Date: 4/21/99

**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).

  
\_\_\_\_\_  
Michael D. Sulpy

Senior Vice President  
Intercept Communications Technologies Inc.  
Title

4/21/99  
\_\_\_\_\_  
Date

APPENDIX C

INTRASTATE NETWORK

1. POP: Addresses where located, and indicate if owned or leased.  
**Not Applicable.**
2. SWITCHES: Address where located, by type of switch, and indicate if owned or leased.  
**Not Applicable.**
3. TRANSMISSION FACILITIES: Pop-to-Pop facilities by type of facilities (microwave, fiber, copper, satellite, etc.) and indicate if owned or leased.

<u>POP-to-POP</u>	<u>Type</u>	<u>Ownership</u>
<b>Not Applicable.</b>		

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).  
**Not Applicable.**
5. TRAFFIC RESTRICTIONS: Please explain how the applicant will comply with the EAEA requirements contained in Commission Rule 25-24.471 (4) (a).  
**Not Applicable.**
6. CURRENT FLORIDA INTRASTATE SERVICES: Applicant has ( ) or has not ( ) previously provided intrastate telecommunications in Florida. If the answer is has, fully describe the following: **Not Applicable.**

(a) What services have been provided and when did these services begin?  
**Not Applicable.**

(b) If the services are not currently offered, when were they discontinued?  
**Not Applicable.**

  
\_\_\_\_\_  
**Michael D. Sulpy**  
**Senior Vice President**

Intercept Communications Technologies, Inc.

Title

Date

4/21/99

**APPENDIX D**

**FLORIDA TELEPHONE EXCHANGES**

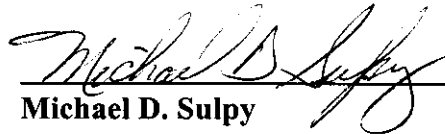
**AND**

**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.

**All services listed in tariff are provided to all service areas described in tariff.**

Applicant intends to provide intrastate, interexchange telecommunications services throughout the State of Florida.



\_\_\_\_\_  
Michael D. Sulpy

**Senior Vice President**

**Intercept Communications Technologies, Inc.**

Title

4/21/99  
Date

**EXHIBIT "A"**

**CERTIFICATE TO TRANSACT BUSINESS IN FLORIDA**



**FLORIDA DEPARTMENT OF STATE**  
**Katherine Harris**  
**Secretary of State**

April 8, 1999

**CT CORP**

Qualification documents for **INTERCEPT COMMUNICATIONS TECHNOLOGIES, INC.** were filed on April 8, 1999 and assigned document number F99000001850. 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.

**Michael Mays**  
**Document Specialist**  
**Division of Corporations**

**Letter Number: 299A00017820**



**EXHIBIT "B"**

**ILLUSTRATIVE TARIFF**

The attached tariff is for illustrative purposes only. The Applicant is currently preparing its final tariff. Upon completion, Applicant will provide the final tariff to the Florida Public Service Commission.

**TELECOMMUNICATIONS SERVICES**

Applying to Intrastate Long Distance  
Common Carrier Communications  
Services Between Points in the  
State of **Florida**

**AND**

**CONTAINING RULES AND REGULATIONS**

**GOVERNING SERVICE**

This tariff is on file with the Florida Public Service Commission and copies may be inspected, during normal business hours, at InterCept Communications Technologies, Inc. 3150 Holcomb Bridge Road Suite 200, Norcross, Georgia 30071.

---

Issued:

By: Michael D. Sulpy  
Senior Vice President  
InterCept Communications Technologies, Inc.  
3150 Holcomb Bridge Road, Suite 200  
Norcross, Georgia 30071

Effective:

CHECK LIST

Pages 1 to 32 are effective as of the date shown. Revised sheets as named below contain all changes from the original tariff that are in effect on the date thereof.

<u>PAGE</u>	<u>REVISION NO.</u>	<u>PAGE</u>	<u>REVISION NO.</u>
1	Original	30	Original
2	Original	31	Original
3	Original	32	Original
4	Original		
5	Original		
6	Original		
7	Original		
8	Original		
9	Original		
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		
21	Original		
22	Original		
23	Original		
24	Original		
25	Original		
26	Original		
27	Original		
28	Original		
29	Original		

\*Denotes revised pages

Issued:

Effective:

By: Michael D. Sulpy  
Senior Vice President  
InterCept Communications Technologies, Inc.  
3150 Holcomb Bridge Road, Suite 200  
Norcross, Georgia 30071

SYMBOLS

Whenever tariff sheets are revised, changes will be identified by the following symbols:

- (C) To signify changed regulation.
- (D) To signify deleted or discontinued rate, regulation or condition.
- (I) To signify a change resulting in an increase to a customer's bill.
- (M) To signify material moved from or to another part of tariff with no change in text, rate, rule or condition.
- (N) To signify new rate, regulation, condition or sheet.
- (R) To signify a change resulting in a reduction to a customer's bill.
- (T) To signify change in text but no change in rate, rule or condition.
- (Y) To signify a reference to other published tariffs.
- (Z) To signify a correction.

---

Issued:

By: Michael D. Sulpy  
Senior Vice President  
InterCept Communications Technologies, Inc.  
3150 Holcomb Bridge Road, Suite 200  
Norcross, Georgia 30071

Effective:

TABLE OF CONTENTS

TITLE PAGE ..... 1

CHECK LIST ..... 2

SYMBOLS ..... 3

TABLE OF CONTENTS ..... 4

TARIFF FORMAT SHEET ..... 6

INTRODUCTION ..... 7

1 TECHNICAL TERMS AND ABBREVIATIONS ..... 8

2 RULES AND REGULATIONS ..... 13

    2.1 Undertaking of the Company ..... 13

    2.2 Responsibility and Use ..... 14

    2.3 Transmission ..... 14

    2.4 Call Blocking ..... 14

    2.5 Interconnection ..... 15

    2.6 Equipment ..... 15

    2.7 Title ..... 16

    2.8 Customer Premises ..... 16

    2.9 Non-Routine Maintenance and Installation ..... 16

    2.10 Interruption ..... 17

    2.11 Service Commencement and Acceptance ..... 17

    2.12 Minimum Service Period ..... 17

    2.13 Service Order Cancellation ..... 17

    2.14 Billing and Payments ..... 18

    2.15 Late Payment Charge ..... 19

    2.16 Deposits ..... 19

    2.17 Advance Payments ..... 19

    2.18 Credit Limit ..... 19

    2.19 Taxes ..... 20

Issued:

Effective:

By: Michael D. Sulpy  
Senior Vice President  
InterCept Communications Technologies, Inc.  
3150 Holcomb Bridge Road, Suite 200  
Norcross, Georgia 30071

TABLE OF CONTENTS (cont.)

2.20	Discontinuation	20
2.21	Restoration of Services	21
2.22	Limitation of Liability	21
2.23	Disclaimer	22
2.24	Indemnification	23
2.25	Indemnification by Customer	23
2.26	Credits and Credit Allowances	24
2.27	Access to Telephone Relay Service	25
2.28	Compliance	25
2.29	Force Majeure	25
2.30	Full Force and Effect	26
2.31	Cooperation	26
2.32	Governing Law	26
2.33	Assignment	26
2.34	Special Construction	27
3	DESCRIPTION OF SERVICES	28
3.1	Resold Intrastate Long Distance Service	28
3.2	Personal Toll Free Service	28
3.3	Operator Service	28
3.4	Computation of Charges	28
3.5	Uncompleted Calls	29
4	RATES	30
4.1	Return Check Charge	30
4.2	Reconnection Fee	30
4.3	Promotions	30
4.4	Rates for Intrastate Long Distance Service	30
4.5	Rates for Hearing or Speech Impaired	31
4.6	Directory Assistance	31
4.7	Directory Assistance for Hearing and Speech Impaired	32
4.8	Billing for Telecommunications Relay Services	32

Issued:

Effective:

By: Michael D. Sulpy  
Senior Vice President  
InterCept Communications Technologies, Inc.  
3150 Holcomb Bridge Road, Suite 200  
Norcross, Georgia 30071

---

**TARIFF FORMAT SHEET**

A. **Page Numbering.** Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.

B. **Page Revision Numbers.** Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the Florida Public Service Commission. For example, the fourth revised Page 34 cancels the third revised Page 34. Because of deferrals, notice periods *etc.*, the most current page number on file with the Commission is not always the tariff page in effect. Subscriber should consult the check page for the page currently in effect.

C. **Paragraph Numbering Sequence.** There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a)
- 2.1.1.A.1.(a).I
- 2.1.1.A.1.(a).I.(i)
- 2.1.1.A.1.(a).I.(i)(1)

D. **Check List of Effective Pages.** When a tariff filing is made with the Commission, an updated Check List of Effective Pages ("Check List") accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check List is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the Check List if these are the only changes made to it (*i.e.*, the format, *etc.*). The subscriber should refer to the latest Check List to find out if a particular page is the most current page on file with the Commission.

---

Issued:

Effective:

By: Michael D. Sulpy  
Senior Vice President  
InterCept Communications Technologies, Inc.  
3150 Holcomb Bridge Road, Suite 200  
Norcross, Georgia 30071

INTRODUCTION

This tariff ("Tariff") contains the regulations and rates applicable to the furnishing of intrastate, long distance telecommunications services by InterCept Communications Technologies, Inc. (hereinafter referred to as the "Company") between various locations in the State of Florida.

The regulations governing the provision and use of services offered under this Tariff are set forth in Section 2. Service descriptions and rates are set forth in Sections 3 and 4, respectively.

---

Issued:

By: Michael D. Sulpy  
Senior Vice President  
InterCept Communications Technologies, Inc.  
3150 Holcomb Bridge Road, Suite 200  
Norcross, Georgia 30071

Effective:



---

1 TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used throughout this Tariff are defined below.

Authorization Code

“Authorization Code” means a numerical code, one or more of which are assigned to a Customer to enable it to access the Services provided by the Company and to identify the Customer for billing purposes.

Carrier

“Carrier” means a communications common carrier authorized by the Commission or the FCC to provide communications service to the public.

Commission

“Commission” means the Florida Public Service Commission.

Credit(s)

“Credit(s)” has the meaning set forth in Section 2.26 hereof.

Credit Allowances

“Credit Allowances” has the meaning set forth in Section 2.26 hereof.

Credit Limit

“Credit Limit” means a credit limit placed on Customer’s monthly consumption of Services pursuant to Section 2.18.

Customer

“Customer” means the person, firm, company, corporation, or other entity who, pursuant to a Service Order, orders Service(s) under this Tariff.

---

Issued:

Effective:

By: Michael D. Sulpy  
Senior Vice President  
InterCept Communications Technologies, Inc.  
3150 Holcomb Bridge Road, Suite 200  
Norcross, Georgia 30071

1 Technical Terms and Abbreviations (cont.)

FCC

“FCC” means the Federal Communications Commission.

Governmental Authority

“Governmental Authority” means any judicial, administrative, or other federal, state or municipal governmental authority (including without limitation the Commission and the FCC) having jurisdiction over the Company or the provision of Services hereunder.

Holidays

“Holidays” means all Company-specified holidays: New Year’s Day (January 1), Independence Day (July 4), Labor Day, Thanksgiving Day and Christmas Day (December 25).

ICB

“Individual Case Basis” or “ICB” has the meaning set forth in Section 2.34 hereof.

Interruption

“Interruption” means the disruption of, or removal of a circuit from, Service such that the Service becomes unusable by Subscriber for a continuous period of thirty (30) minutes or more.

InterLATA Service

“InterLATA Service” means communications between a point located in a local access and transport area (“LATA”) and a point located outside such area.

Local Exchange Carrier (“LEC”)

“LEC” means any person that is engaged in the provision of local exchange service or exchange access service. However, such term does not include any person insofar as such person is engaged in the provision of commercial mobile radio service.

---

Issued:

Effective:

By: Michael D. Sulpy  
Senior Vice President  
InterCept Communications Technologies, Inc.  
3150 Holcomb Bridge Road, Suite 200  
Norcross, Georgia 30071

1 Technical Terms and Abbreviations (cont.)

Local Access and Transport Area ("LATA")

"Local Access and Transport Area" or "LATA" means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a LEC provides communications service.

Minimum Service Period

"Minimum Service Period" (or "MSP") means the minimum period of time during which Customer takes Services under this Tariff.

Other Providers

"Other Providers" means any carriers or other service providers, whose services or facilities are connected to the Services.

Performance Failure

"Performance Failure" means any disruption, degradation, or failure of Service, including without limitation any Interruption (but excluding Scheduled Interruptions), any installation failure or delay, or any mistake, delay, omission, error or other defect in the Service or in the provision thereof.

Regulation(s)

"Regulation(s)" means any and all law(s), rule(s), regulation(s) (including without limitation those set forth in this Tariff), order(s), policy or policies, ruling(s), judgment(s), decree(s) or other determination(s) which are made by the Commission or any other Governmental Authority or which arise under any federal, state, or local statute, utility code, or ordinance, and which are applicable to the Services or to any provision of this Tariff.

Resale Tariff(s)

"Resale Tariff(s)" means the tariff(s) of one or more Underlying Carriers.

---

Issued:

Effective:

By: Michael D. Sulpy  
Senior Vice President  
InterCept Communications Technologies, Inc.  
3150 Holcomb Bridge Road, Suite 200  
Norcross, Georgia 30071

1 Technical Terms and Abbreviations (cont.)

Scheduled Interruption

“Scheduled Interruption” means an Interruption which has been scheduled by the Company in advance for maintenance, testing, or other administrative purposes.

Service(s)

“Service(s)” means the Company’s regulated, communications common carrier service(s) provided under this Tariff.

Service Commencement Date

“Service Commencement Date” means either (i) the first day following the date on which the Company notifies the Customer that the requested Service is available for use, (ii) in the event Customer lawfully refuses to accept such Service, the date of Customer’s acceptance of such Service, or (iii) another, mutually agreed upon date.

Service Order

“Service Order” means (i) a contract between the Company and Customer, or (ii) a Company designated form used from time to time by Customer for purposes of ordering Services hereunder.

Subscriber

“Subscriber” means a person, firm, company, corporation, or other entity who is authorized by the Customer to use Service under this Tariff.

TDD

“TDD” means a Telecommunications Device for the Deaf.

---

Issued:

Effective:

By: Michael D. Sulpy  
Senior Vice President  
InterCept Communications Technologies, Inc.  
3150 Holcomb Bridge Road, Suite 200  
Norcross, Georgia 30071

1 Technical Terms and Abbreviations (cont.)

Termination (Terminate)

“Termination” (or “Terminate”) means discontinuance of (to discontinue) Services, either at Customer’s request, or by the Company in accordance with Regulations.

Underlying Carrier(s)

“Underlying Carrier(s)” means the LEC(s) or other Carrier(s) whose services are resold by the Company pursuant to this Tariff.

---

Issued:

Effective:

By: Michael D. Sulpy  
Senior Vice President  
InterCept Communications Technologies, Inc.  
3150 Holcomb Bridge Road, Suite 200  
Norcross, Georgia 30071

---

---

## 2 RULES AND REGULATIONS

The Company is a provider of regulated, intrastate, long distance telecommunications services. The Services described in Section 3 of this Tariff are provided to Customers by the Company pursuant to one or more applicable resale agreements or Resale Tariffs which may be on file with, and may be approved by, the Commission.

### 2.1 Undertaking of the Company

- 2.1.1 Obligation to Provide Service. The Company shall exercise its best efforts to provide Services to Subscribers pursuant to the terms and conditions of this Tariff. The Company shall exercise reasonable efforts to make such Services available for Subscribers' use on either the installation date set forth in a Service Order (or, if no date is specified) as soon as practicable after execution of a Service Order, subject to Customer's compliance with Regulations. In addition to the Service Order, Customer shall also execute such other documents as the Company may reasonably require. In the event of a conflict or inconsistency between (i) the terms of a Service Order (or of any other document executed by the Customer) and (ii) those of this Tariff, the latter shall govern.
- 2.1.2 Conditions to Company's Obligations. The obligations of the Company to provide Services are subject to the following: (i) availability, procurement, construction, and maintenance of facilities required to meet the Service Order; (ii) the provision of Services to the Company by the Underlying Carrier; (iii) interconnection to Other Providers' services or facilities as required; and (iv) any applicable Credit Limit.
- 2.1.3 Right to Discontinue or Block Services. The Company reserves the right (i) to discontinue or temporarily suspend Services to or from a location where the necessary facilities or equipment are not available under terms and conditions reasonably acceptable to the Company; or (ii) to block Services to any Subscriber location or any Authorization Code, without any liability whatsoever, in the event that the Company detects or reasonably suspects either (a) fraudulent or unlawful use of the Services at or by means of said location or Authorization Code, or (b) consumption of Services in excess of the Credit Limit (if any).

---

Issued:

Effective:

By: Michael D. Sulpy  
Senior Vice President  
InterCept Communications Technologies, Inc.  
3150 Holcomb Bridge Road, Suite 200  
Norcross, Georgia 30071

2.2 Responsibility and Use

2.2.1 Services may be used by Customer or Subscriber for any lawful purpose, twenty-four (24) hours per day, seven (7) days per week, subject to the terms and conditions set forth herein and in any applicable Service Order. Customer is solely responsible for (i) prevention of unauthorized, unlawful or fraudulent use of or access to Services, which use or access is expressly prohibited; and (ii) administration and non-disclosure of any Authorization Codes provided by Company to Customer.

2.2.2 Customers reselling or rebilling the Company's Services must first obtain a certificate of public convenience and necessity as a interexchange carrier from the Commission.

2.3 Transmission

The Services are suitable for the transmission of voice, data, or other communications only to the limited extent set forth in the Resale Tariff(s) of the Company's Underlying Carrier(s).

2.4 Call Blocking

Notwithstanding any other provision of this Tariff, the Company may block calls which are (i) made to certain countries, cities, or central office ("NXX") exchanges, or (ii) use certain Authorization Codes, as the Company, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Services.

---

Issued:

Effective:

By: Michael D. Sulpy  
Senior Vice President  
InterCept Communications Technologies, Inc.  
3150 Holcomb Bridge Road, Suite 200  
Norcross, Georgia 30071

2.5 Interconnection

- 2.5.1 Services or facilities furnished by the Company may be connected with services or facilities of Other Providers subject to any technical limitations set forth in said Other Providers' tariffs (if any); provided, however, Service furnished by the Company is not part of a joint undertaking with any Other Provider.
- 2.5.2 Interconnection with the facilities or services of Other Providers is subject to (i) the availability of said Other Providers' facilities; and (ii) the applicable terms and conditions of the Other Providers' tariffs (if any). Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer-provided terminal equipment or communications systems with Other Providers' facilities, including, without limitation, application for all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. Satisfaction of all legal requirements, any interface equipment or any other facilities necessary to interconnect the facilities of the Company and Other Providers must be provided at the Customer's sole expense.

2.6 Equipment

- 2.6.1 The Company's facilities or Services may be used with or terminated to Customer Premises Equipment ("CPE"), such as a private branch exchange, key system or pay telephone. CPE is the sole responsibility of the Customer and the Company has no responsibility whatsoever for the installation, operation, and maintenance of such CPE. The Customer is solely responsible for all costs of installing, maintaining or repairing CPE, including without limitation personnel charges, wiring costs, and costs associated with routing of electrical power, incurred in the attachment to and use of the Company's facilities or Services.
- 2.6.2 The Customer is responsible for ensuring that all attached CPE conforms to the Federal Communications Commission's registration requirements set forth in Part 68 of the Code of Federal Regulations (as amended), and the Company may discontinue the provision of Services to any location where CPE fails to conform to such Regulations.

---

Issued:

Effective:

By: Michael D. Sulpy  
Senior Vice President  
InterCept Communications Technologies, Inc.  
3150 Holcomb Bridge Road, Suite 200  
Norcross, Georgia 30071



2.6 Equipment (cont.)

2.6.3 The Customer will be responsible for payment of service charges at the Company's standard, hourly rates in effect from time to time for visits by any Other Provider's personnel to the Customer's premises in response to any Service difficulty or trouble report determined to be caused, in whole or in part, by the use of any CPE, Services, facilities, or other equipment which is not provided by the Company.

2.7 Title

Title to any and all equipment or facilities provided by Company under this Tariff will remain in the Company.

2.8 Customer Premises

Customer shall provide, without cost to Company, all equipment, space, conduit, and electric power required to terminate the Services at the Subscriber's premises. The Customer shall arrange for the Company, or other Carriers as required, to have access to the Subscriber's premises at all reasonable times for purposes of Service installation, Termination, inspection and repair. Customer shall be solely responsible for any damage to or loss of Company equipment while on the premises of Subscriber, unless such damage is caused by the negligence or willful misconduct of the Company, its employees, subcontractors or agents.

2.9 Non-Routine Maintenance and Installation

At the Customer's request, the Company may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional charges based on the Company's actually incurred labor, material or other costs for such non-routine installation or maintenance.

---

Issued:

Effective:

By: Michael D. Sulpy  
Senior Vice President  
InterCept Communications Technologies, Inc.  
3150 Holcomb Bridge Road, Suite 200  
Norcross, Georgia 30071

2.10 Interruption

The Company, without incurring any liability whatsoever, may make Scheduled Interruptions at any time (i) to ensure compliance by the Customer or Subscriber with Regulations (including without limitation the provisions of this Tariff), (ii) to ensure proper installation and operation of the Customer's and the Company's equipment and facilities, (iii) to prevent fraudulent use of or access to the Services, or (iv) to perform any other maintenance, testing or inspection reasonably required for the provision of Services hereunder.

2.11 Service Commencement and Acceptance

Billing for Services will commence as of the Service Commencement Date. The Company shall notify the Customer when Services ordered pursuant to an accepted Service Order are ready for use. Customer may refuse to accept such Services only if such Services fail to substantially comply with the specifications (if any) therefor set forth in the Service Order or in this Tariff.

2.12 Minimum Service Period

The Minimum Service Period ("MSP") will be for the term specified in the applicable Service Order, which term must be no less than thirty (30) days. Except as otherwise provided in the Service Order, (i) this MSP will automatically renew for subsequent terms of equal duration, and (ii) either the Company or the Customer may elect not to renew any MSP by written notice to the other no later than thirty (30) days prior to the expiration date of said MSP.

2.13 Service Order Cancellation

Customers who cancel a Service Order prior to Service installation (including without limitation cancellation of special construction or Services provided on an individual case basis) will incur a Charge equal to the greater of (i) the non-recurring Charges for the MSP, or (ii) the Company's reasonably incurred, actual expenses associated with such cancellation.

---

Issued:

Effective:

By: Michael D. Sulpy  
Senior Vice President  
InterCept Communications Technologies, Inc.  
3150 Holcomb Bridge Road, Suite 200  
Norcross, Georgia 30071

2.14 **Billing and Payments**

- 2.14.1 Except as otherwise limited by Regulation, Customer shall be responsible for payment of all charges, whether authorized or not, for any and all use of or access to Services provided to Subscribers, including without limitation any unauthorized, unlawful or fraudulent use or access.
- 2.14.2 Except as otherwise provided in this Tariff, all amounts stated on each monthly invoice are due and payable immediately upon Customer's receipt thereof.
- 2.14.3 Except as otherwise provided in this Tariff, charges for Services will be billed to Customer on a monthly (30 day) basis, in arrears, based on the Subscribers' actual usage, or under such other terms as may be agreed to by the Company and the Customer in writing.
- 2.14.4 Except as otherwise provided in this Tariff, the Company, at its sole option, may Terminate Services in the event Customer fails to pay any invoice within thirty (30) calendar days after the due date stated thereon, subject to five (5) business days' prior written notice and to any other applicable Commission Regulations; provided, however, Customer, at any time prior to the proposed date of Termination, may cure its failure to pay past due invoices by agreeing in writing to pay future invoices when due and to pay the unpaid balance in equal installments over the three (3) consecutive billing months immediately following said notice; provided further, however, Customer's failure to make such agreed upon installments when due will result in immediate Termination without further notice. Termination of Services by the Customer or the Company for any reason whatsoever will not relieve Customer of its payment obligations hereunder for all Service charges incurred by Customer through the date of Termination. Customer will be liable for all costs of collection hereunder, including without limitation reasonable attorney's fees. Any invoice for Services not disputed in writing by Customer within ten (10) days after receipt thereof is to be deemed conclusively correct and binding upon the Customer; provided, however, Customer will have the right to obtain Commission investigation of any disputed invoice before Service is disconnected in accordance with Regulation.
- 2.14.5 With credit approval by the Company, Customers may remit payment for Services by check or credit card.

---

Issued:

Effective:

By: Michael D. Sulpy  
Senior Vice President  
InterCept Communications Technologies, Inc.  
3150 Holcomb Bridge Road, Suite 200  
Norcross, Georgia 30071

## 2.15 Late Payment Charge

Invoices more than thirty (30) days past due will incur a monthly finance charge on the unpaid balance at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable Regulation.

## 2.16 Deposits

The Company, at its sole discretion, may require that any Customer having a history of late payments for the Services or whose credit history either is unsatisfactory (in the Company's sole opinion) or is not established to the Company's reasonable satisfaction, make a deposit for consumption of Services. The Company, at its sole option and discretion, may accept personal guarantees, bank letters of credit or surety bonds in lieu of a deposit. All deposits will be collected in accordance with Regulation.

## 2.17 Advance Payments

2.17.1 Recurring Advance Payments. The Company, at its sole discretion, may require any Customer to make an advance payment for consumption of Services. The amount of each such advance payment will not exceed the lesser of (a) one (1) month's actual or estimated charges, or (b) the highest amount permitted by any applicable Commission Regulation. Advance payments will be applied to charges for Services in the same manner as other payments. A Customer may be required to continue to make advance payments in accordance with this Section 2.17.1 until such time as its credit worthiness is established to the Company's reasonable satisfaction.

2.17.2 Non-Recurring Advance Payments. The Company may require any Customer to make an advance payment of non-recurring charges (e.g., special construction charges) prior to consumption of Services.

## 2.18 Credit Limit

The Company may, at any time and at its sole discretion, set a Credit Limit for any Customer's or Subscribers' consumption of Services for any monthly period.

---

Issued:

Effective:

By: Michael D. Sulpy  
Senior Vice President  
InterCept Communications Technologies, Inc.  
3150 Holcomb Bridge Road, Suite 200  
Norcross, Georgia 30071

2.19 Taxes

The Customer is responsible for payment of any and all state taxes or surcharges, including without limitation franchise fees, excise taxes, sales taxes, or municipal utilities taxes. All such taxes and surcharges will be billed by the Company as separate line items on Customer's invoice and are not included in any rates set forth in this Tariff.

2.20 Discontinuation

2.20.1 By Company. Notwithstanding any other provision of this Tariff, the Company may at its sole option and discretion Terminate Service without incurring any liability therefor whatsoever, subject to (i) no less than five (5) business days prior written notice or such other notice period required by Regulation, and (ii) any applicable Regulations, for any of the following reasons:

2.20.1A by order of a Governmental Authority;

2.20.1B in the event of any unlawful, unauthorized or fraudulent use of or access to the Services, including without limitation violation of the provisions of this Tariff, a Service Order, or of any other Regulations, by the Customer, by any Subscriber, or by any other person;

2.20.1C Customer's use of Services in excess of its Credit Limit (if any) or its failure to make an advance payment (if so required) for Services provided hereunder; or

2.20.1D Customer's provision of false or misleading information in its Service Order or in any other document delivered by Customer to the Company.

2.20.2 By Customer. Except as otherwise stated in an agreement between the Company and the Customer, the Customer may Terminate Service upon thirty (30) days prior written notice, provided however, that Customer, upon Termination of Services prior to the end of the MSP for any reason whatsoever, will be charged the full amount for all nonrecurring Charges applicable to the remainder of said MSP.

Issued:

Effective:

By: Michael D. Sulpy  
Senior Vice President  
InterCept Communications Technologies, Inc.  
3150 Holcomb Bridge Road, Suite 200  
Norcross, Georgia 30071

2.21 Restoration of Services

The Company shall restore any Terminated Service in accordance with Commission Regulation, including but not limited to charging the Customer a reconnection fee as set forth in Section 4.2.

2.22 Limitation of Liability

2.22.1 Except as caused by its willful misconduct or negligence, the Company's liability with respect to any action, claim, judgment, damages, demand, liability or expense (including without limitation reasonable attorney's fees) (i) brought or incurred by Customer, by any Subscriber, or by any other party in connection with the installation, provision, preemption, termination, maintenance, repair or restoration of Services, or (ii) arising from any Performance Failure, will in no event exceed an amount equal to the Service charges incurred by Customer for the month during which the Service was affected. Such amount will be in addition to any amounts that may otherwise be due Customer as Credits or Credit Allowances pursuant to the provisions of Section 2.26 hereof.

2.22.2 To the extent permitted by any applicable Regulation, the Company's liability for negligence will also be limited to the amounts described in Section 2.22.1 hereof.

2.22.3 To the extent permitted by any applicable Regulation, the Company's liability for gross negligence will also be limited to the amounts described in Section 2.22.1 hereof.

2.22.4 In no event will the Company be liable for loss of profits (even if the Company has been advised of the possibility of such loss) or for any indirect, incidental, special, consequential, exemplary or punitive damages whatsoever arising, directly or indirectly, from or in connection with the provision of Services hereunder.

2.22.5 Except as caused by its willful misconduct or negligence, the Company will not be liable for defacement of or damages to Subscribers' premises or for any personal injury or death arising, directly or indirectly, from the furnishing of Services, including without limitation the installation or removal of any facilities, equipment or wiring associated therewith. Customer is solely responsible for connecting any and all apparatus, equipment and associated wiring on Subscribers' premises to the Services, and no other Carrier or third party engaged in such activity is to be deemed

---

Issued:

Effective:

By: Michael D. Sulpy  
Senior Vice President  
InterCept Communications Technologies, Inc.  
3150 Holcomb Bridge Road, Suite 200  
Norcross, Georgia 30071

2.22 Limitation of Liability (cont.)

to be an agent or employee of the Company.

2.22.6 Any action or claim against the Company arising from any of its alleged acts or omissions in connection with this Tariff will be deemed waived if not brought or made in writing within sixty (60) days from the date that the alleged act or omission occurred.

2.23 Disclaimer

The Company will have no liability whatsoever to Customer, its employees, agents, subcontractors, or assignees, or to any other person for (i) damages arising out of any Underlying Carriers' or Other Providers' Performance Failure, (ii) any act or omission of any third party furnishing equipment, facilities or service to any Subscriber in connection with this Tariff or with the Services, or (iii) any other act or omission of any Other Provider, Subscriber or third party related to the use or provision of Services hereunder.

**THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR OR IN CONNECTION WITH THE USE OR PROVISION OF SERVICES PROVIDED HEREUNDER.**

---

Issued:

Effective:

By: Michael D. Sulpy  
Senior Vice President  
InterCept Communications Technologies, Inc.  
3150 Holcomb Bridge Road, Suite 200  
Norcross, Georgia 30071

## 2.24 Indemnification

Subject to the limitations of liability set forth in Section 2.22 hereof, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, resulting from injury to or death of any person (including injury to or death of their employees) or from the loss of or damage to tangible real or tangible personal property or to the environment, to the extent that such injury, death, loss or damage was proximately caused by any negligent act or omission on the part of the party from whom indemnity is sought, its agents, employees, subcontractors or assignees, in connection with use of the Services. The indemnifying party under this Section 2.24 shall defend the other at the other's request against any such action, liability, claim or demand. The party seeking indemnification under this Section 2.24 must notify the other promptly of written claims or demands for which the indemnifying party is responsible hereunder. The Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal (provided it pays the cost of any required appeal bond), compromise or otherwise deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability to the indemnified party.

## 2.25 Indemnification by Customer

Customer shall defend, indemnify and hold the Company (together with its officers, directors, employees, and agents) harmless from any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, arising from or in connection with:

2.25.1 libel or slander resulting from Subscriber's use of the Services;

2.25.2 any loss, damage, or destruction of any property or any personal injury (including death) not due to the Company's negligence or willful misconduct and caused, directly or indirectly, from the installation, operation, or other use (or failure to use) of the Services or any Company supplied facilities (i) in combination with the services or equipment supplied by the Subscriber or any third party, or (ii) in an explosive or otherwise hazardous environment;

---

Issued:

Effective:

By: Michael D. Sulpy  
Senior Vice President  
InterCept Communications Technologies, Inc.  
3150 Holcomb Bridge Road, Suite 200  
Norcross, Georgia 30071



2.25 Indemnification by Customer (cont.)

2.25.3 infringement of any patent, copyright, trademark, trade name, service mark or trade secret arising from: (i) the transmission of any material transmitted (a) by any Subscriber or (b) by any other person using the Services provided to any Subscriber, Subscriber location, or Authorization Code; or (ii) from the combination of Subscriber's use of Services with CPE or with other Subscriber-provided facilities or services; and

2.25.4 except as otherwise provided by applicable Regulation, any unauthorized, unlawful, or fraudulent use of or access to the Services provided to Subscribers.

2.26 Credits and Credit Allowances

2.26.1 Credits ("Credit(s)") to the Customer's fixed charges, if any, for Interruptions (other than Scheduled Interruptions or Interruptions caused by Other Providers for which a Credit Allowance is due the Company as described in Section 2.26.2 hereof) which (i) exceed in the aggregate twenty-four (24) hours per month, (ii) are directly caused by the Company, and (iii) are not due to the negligence or willful misconduct of the Subscriber, its employees, subcontractors, agents, or assignees, will be applied to Customer's account with the Company. Such Credits are to be calculated by multiplying the monthly recurring rate (if any) for the affected Service by the ratio that the number of hours the Interruption bears to 720 hours. (For the purpose of this computation, each month is deemed to have 720 hours.) An Interruption is measured from the time the Company detects, or the Customer notifies the Company of, its occurrence until such time as the Interruption is cured. Each Interruption is to be considered separately for the purposes of this calculation and is to be rounded to the nearest hour.

2.26.2 In the event of an Interruption caused by Other Providers for which a credit or allowance ("Credit Allowance") becomes due to the Company, the Company shall apply such Credit Allowance to Customer's account, less an administration fee of twenty dollars (\$20.00), subject to the Company's collection of such Credit Allowance from the Underlying Carrier obligated to provide same. In no event will the Company be obligated to credit Customer any amounts in excess of any Credit Allowance allocable to Customer's Interruption(s) which Company receives from the

---

Issued:

Effective:

By: Michael D. Sulpy  
Senior Vice President  
InterCept Communications Technologies, Inc.  
3150 Holcomb Bridge Road, Suite 200  
Norcross, Georgia 30071

2.26 Credits and Credit Allowances (cont.)

Underlying Carrier. Any other provision of this Section 2.26 notwithstanding, Company will have no obligation to apply any credit to Customer's account for Interruptions caused by an Underlying Carrier for which no Credit Allowance is due to the Company.

2.26.3 Except as otherwise set forth herein, Customer's sole and exclusive remedy for any and all Performance Failures which consist of or give rise to Interruptions are Credits or Credit Allowances to the extent available under this Section 2.26; for any other Performance Failures or in the event Credits or Credit Allowances are unavailable (due to the fact, for example, that the Customer does not incur any fixed month charges), Customer's sole and exclusive remedy in lieu of said Credits or Credit Allowances will be an immediate right to Terminate Services prior to the expiration of the Minimum Service Period.

2.27 Access to Telephone Relay Service

Where required by Regulation, the Company will participate in telephone relay services for handicapped or hearing impaired Customers, and will comply with all regulations and requirement related thereto.

2.28 Compliance

The Company and Customer shall (and Customer shall cause Subscriber to) comply with all Regulations.

2.29 Force Majeure

The Company is excused from any Performance Failure due to causes beyond its reasonable control, including but not limited to acts of God, fire, floods, other catastrophes, insurrections, national emergencies, wars, strikes, work stoppages or other labor disputes, unavailability of rights-of-way, disconnection or unavailability (through no fault of the Company) of any Underling Carriers' facilities or services, or any Regulation or other directive, action or request of any Governmental Authority.

---

Issued:

Effective:

By: Michael D. Sulpy  
Senior Vice President  
InterCept Communications Technologies, Inc.  
3150 Holcomb Bridge Road, Suite 200  
Norcross, Georgia 30071

2.30 Full Force and Effect

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

2.31 Cooperation

Customer shall cooperate with the Company to the extent necessary for the Company to discharge its obligations hereunder and as reasonably requested by the Company.

2.32 Governing Law

This Tariff is to be governed by and construed in accordance with the rules and orders of the Commission and the laws of the State of Georgia.

2.33 Assignment

2.33.1 By Customer. The Customer may not transfer or assign its rights or obligations associated with any Service Order without the Company's prior written consent. The Company will permit a Customer to transfer its Service to another party only upon payment of all Charges due through the date of transfer. Such a transfer will be treated as a discontinuation, followed by an installation of new Services, subject to any applicable installation or other non-recurring Charges.

2.33.2 By Company. The Company may, in accordance with Regulations, assign its rights or delegate its obligations under this Tariff to any affiliate or successor in interest.

---

Issued:

Effective:

By: Michael D. Sulpy  
Senior Vice President  
InterCept Communications Technologies, Inc.  
3150 Holcomb Bridge Road, Suite 200  
Norcross, Georgia 30071

2.34 Special Construction

At its option, the Company may provide Customers, upon request, special construction of facilities or Services on an individual case basis ("ICB") at rates other than as set forth herein. Special construction or ICB is construction undertaken:

- 2.34.1 where facilities are not presently available, and there is no other provision hereunder for the facilities to be constructed;
- 2.34.2 where facilities other than those which the Company provides are requested by the Customer;
- 2.34.3 where facilities are requested by the Customer over a route other than that which the Company serves;
- 2.34.4 when Services are requested in a quantity greater than that which the Company would normally provide to a Customer;
- 2.34.5 when Services are requested by a Customer on an expedited basis; or
- 2.34.6 when Services or facilities are requested on a temporary basis until such Services or permanent facilities are available.

The Charges for special construction or ICB (i) are subject to individual negotiation between the Company and the Customer, (ii) will be based upon the Company's actually incurred labor, material and other costs, and (iii) may include without limitation recurring, non-recurring, and early termination Charges.

---

Issued:

By: Michael D. Sulpy  
Senior Vice President  
InterCept Communications Technologies, Inc.  
3150 Holcomb Bridge Road, Suite 200  
Norcross, Georgia 30071

Effective:

3 DESCRIPTION OF SERVICES

Services consist of (i) Resold Intrastate Long Distance Service, and (ii) Toll-Free Service. Services may be originated and/or terminated at any location in the State of Florida.

3.1 Resold Intrastate Long Distance Service

The Company's Resold Intrastate Long Distance Service consists of a switched, intrastate telecommunications service which permits Customers to establish long distance communications between two locations with the State of Florida. Resold Intrastate Long Distance Service is available as both an interLATA and an intraLATA toll Service.

3.2 Toll-Free Service

Toll-Free Service is a switched, intrastate, incoming telecommunications service. Toll-Free Service Customers shall be assigned an "800", "888" or "877" incoming telephone number by the Company for termination and billing of Toll-Free Service calls.

3.3 Operator Services

The Company does not provide operator services. All operator assisted calls, including collect calls, person-to-person calls, third party calls, and other related operator services will be routed to the Company's Underlying Carrier.

3.4 Computation of Charges

3.4.1 The Customer's monthly charges for Services provided hereunder are based upon either (i) the total time the Customer actually uses the Services (rounded to the increments set forth in Section 4.4); or (ii) the airline mileage between the originating and the terminating rate centers of each call as calculated using the V and H rate centers produced by Bell Communications Research, NPA-NXX, V and H

Issued:

Effective:

By: Michael D. Sulpy  
Senior Vice President  
InterCept Communications Technologies, Inc.  
3150 Holcomb Bridge Road, Suite 200  
Norcross, Georgia 30071

### 3.4 Computation of Charges, continued

coordinate tape and Bell's NECA Tariff No. 4. The method of calculation of the airline mileage between rate centers is calculated according to the following formula.

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

Where V1 and H1 are the V and H coordinates of point 1 and V2 and H2 are the V and H coordinates of point 2. The mileage is rounded up to an integer value to determine the airline mileage.

- 3.4.2 Calls will be billed in increments of an initial one (1) minute period and additional periods of one (1) minute. Where answer supervision is available, the time of each call begins as set forth in Subsection 3.4.3, below, and ends when the calling party disconnects. In no event will the time of a call be deemed to begin prior to sixty (60) seconds from the time of intervention by an operator or automated equipment with respect to said call, except where answer detection capability exists.
- 3.4.3 Where answer supervision is available, the timing of a call begins when the called station is answered. Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. Chargeable time for all calls ends when one of the parties disconnects from the call. The Company will not knowingly bill any Customer for unanswered calls. Upon the Customer's request, the Company shall promptly refund or credit, as the case may be, payments or charges for any unanswered call inadvertently billed due to the unavailability of Feature Group D or to the LEC's failure to provide answer supervision. Where answer supervision is not available, any call for which the billed duration exceeds one minute shall be presumed to have been answered.

### 3.5 Uncompleted Calls

There shall be no charge for uncompleted calls. Customer may expect a call completion rate of 97% during peak hours.

Issued:

Effective:

By: Michael D. Sulpy  
Senior Vice President  
InterCept Communications Technologies, Inc.  
3150 Holcomb Bridge Road, Suite 200  
Norcross, Georgia 30071

4 RATES

4.1 Return Check Charge

The Customer will be charged twenty-five dollars (\$25.00) or the applicable statutory return check charge (if any), whichever is greater, whenever a check or draft presented for payment of Service is dishonored by the institution upon which it is drawn.

4.2 Reconnection Fee

A charge of twenty dollars (\$20.00) or the applicable statutory charge for reconnection of Service (if any), whichever is greater, will apply whenever a Subscriber requests to be reconnected to the Services after the Company has Terminated the Services to Subscriber for any reason allowed by this Tariff.

4.3 Promotions

The Company may from time to time engage in special promotions of new or existing Service offerings of limited duration designed to attract new customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the Services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be offered in accordance with applicable Commission rules or regulations (i.e., thirty (30) days written notice to the Commission before implementation).

4.4 Rates for Intrastate Long Distance Services

4.4.1 Resold Intrastate Long Distance Service

Initial and additional period rates applicable to all classes of Services for presubscribed ("1+") Customers are as follows:

---

Issued:

Effective:

By: Michael D. Sulpy  
Senior Vice President  
InterCept Communications Technologies, Inc.  
3150 Holcomb Bridge Road, Suite 200  
Norcross, Georgia 30071

4.4 Rates for Intrastate Long Distance Service, continued

Message Telecommunications Service

MILES	DAY		EVENING		NIGHT/WEEKEND	
	INITIAL MINUTE	EACH ADDITIONAL MINUTE	INITIAL MINUTE	EACH ADDITIONAL MINUTE	INITIAL MINUTE	EACH ADDITIONAL MINUTE
0 - 10	\$X.XXXX	\$0.XXXX	\$0.XXXX	\$0.XXXX	\$0.XXXX	\$0.XXXX
11 - 16	\$0.XXXX	\$0.XXXX	\$0.XXXX	\$0.XXXX	\$0.XXXX	\$0.XXXX
17 - 22	\$0.XXXX	\$0.XXXX	\$0.XXXX	\$0.XXXX	\$0.XXXX	\$0.XXXX
23 - 30	\$0.XXXX	\$0.XXXX	\$0.XXXX	\$0.XXXX	\$0.XXXX	\$0.XXXX
31 - 40	\$0.XXXX	\$0.XXXX	\$0.XXXX	\$0.XXXX	\$0.XXXX	\$0.XXXX
41 - 55	\$0.XXXX	\$0.XXXX	\$0.XXXX	\$0.XXXX	\$0.XXXX	\$0.XXXX
56 - 124	\$0.XXXX	\$0.XXXX	\$0.XXXX	\$0.XXXX	\$0.XXXX	\$0.XXXX
125 - 292	\$0.XXXX	\$0.XXXX	\$0.XXXX	\$0.XXXX	\$0.XXXX	\$0.XXXX
293+	\$0.XXXX	\$0.XXXX	\$0.XXXX	\$0.XXXX	\$0.XXXX	\$0.XXXX

4.4.2 Toll-Free Service

Rates applicable to all classes of Service for Toll-Free Service Customers are as follows:

PLAN	DAY	EVENING	NIGHT/WEEKEND
Plan A	\$0.XX	\$0.XX	\$0.XX
Plan B	\$0.XX	\$0.XX	\$0.XX

4.5 Rates for Hearing or Speech Impaired

For medically certified hearing or speech impaired Customers who communicate via a TDD, the Company will issue upon request a credit in an amount of twenty-five (25) percent of the regularly billed charges for calls made between TDDs. The credit will appear on the Customer's subsequent bill.

4.6 Directory Assistance

The Company does not provide directory assistance. Access to local distance directory assistance may be obtained by dialing 1+555-1212 or 411 for listings within the originating area code and by dialing 1 + (area code) + 555-1212 for other listings. Customer will be billed \$0.50 for each intrastate directory assistance call. The directory assistance charge applies to each call regardless of whether the directory assistance bureau is able to furnish the requested telephone number.



4.7 Directory Assistance for Hearing or Speech Impaired

Pursuant to the applicable laws and regulations of the State of Florida and Commission Regulation, the Company will provide at no charge up to fifty (50) long distance directory assistance calls per billing cycle to disabled Customers. As used in this Tariff, "disability(ies)" shall mean, with respect to an individual, a physical or mental impairment that prohibits that individual from using the telephone directory. All long distance directory assistance calls in excess of fifty (50) calls within a billing cycle shall be billed at the rate set forth in Section 4.6.

4.8 Billing for Telecommunications Relay Service

For intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay service calls by fifty (50) percent off of the otherwise applicable rate for a voice nonrelay call except that where either the calling or the called party indicates that either party is both hearing and visually impaired, the call shall be discounted sixty (60) percent off of the otherwise applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

**GERRY, FRIEND & SAPRONOV, LLP**

ATTORNEYS AT LAW

SUITE 1450

THREE RAVINIA DRIVE

ATLANTA, GEORGIA 30346-2131

(770) 399-9500

FACSIMILE (770) 395-0000

EMAIL: gflaw@gflaw.com

May 20, 1999

**VIA OVERNIGHT MAIL**

DEPOSIT

DATE

D139

MAY 24 1999

99 MAY 21 AM 9:23  
MAIL ROOM  
GERRY, FRIEND & SAPRONOV, LLP  
ATTORNEYS AT LAW  
THREE RAVINIA DRIVE  
ATLANTA, GEORGIA 30346-2131

Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399

990659-TI

Re: Application of InterCept Communications Technologies, Inc. for Authority to Provide Interexchange Telecommunications Service within the State of Florida ("InterCept IXC Application")

Dear Sir or Madam:

Enclosed are the original and seven (7) copies of the InterCept IXC Application. Please file the Application in your usual fashion and return one (1) file-stamped copy to us in the enclosed envelope.

Also enclosed is a check in the amount of \$250.00 to cover the cost of filing InterCept's IXC Application.

If you have any questions or comments, please call the undersigned.

**GERRY, FRIEND & SAPRONOV, LLP**  
(770) 399-9500  
THREE RAVINIA DRIVE, SUITE 1450  
ATLANTA, GA 30346-2131

SUNTRUST BANK, ATLANTA  
ATLANTA, GA 30346  
64-10/610

7205

5/20/1999

PAY TO THE ORDER OF Florida Public Service Commission\*\*\*\*\*

\$ \*\*250.00

Two Hundred Fifty and 00/100\*\*\*\*\*

Florida Public Service Commission

DOLLARS  
Security features included.  
Details on back.

DOCUMENT NUMBER-DATE

06452 MAY 21 99

MEMO Intercept

RECORDS/REPORTING

007205