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# SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

3000 K STREET, NW, SUITE 300  
WASHINGTON, DC 20007-5116  
TELEPHONE (202) 424-7500  
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NEW YORK OFFICE  
405 LEXINGTON AVENUE  
NEW YORK, NY 10174

December 22, 1999

**VIA OVERNIGHT MAIL**

Blanca S. Bayo, Director  
Florida Public Service Commission  
Division of Records and Reporting  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

992016-TI

Re: Application of BroadSpan Communications, Inc. d/b/a Primary Network Communications, Inc. for Authority to Provide Interexchange Telecommunications Service Between Points Within the State of Florida

Dear Ms. Bayo:

Enclosed for filing on behalf of BroadSpan Communications, Inc. d/b/a Primary Network Communications, Inc. ("BroadSpan") please find an original and six (6) copies of BroadSpan's application for authority to provide interexchange telecommunications service between points within the State of Florida. Also enclosed is a check in the amount of \$250.00 for the application filing fee.

Also enclosed, please find a separate envelope submitted under seal and bearing the appropriate markings, which contains BroadSpan's confidential financial information submitted in Exhibit 2 in support of this application.

Please date-stamp the enclosed extra copy of this filing and return in the self-addressed, stamped envelope provided. Should you have any questions concerning this filing, please do not hesitate to contact Kevin Minsky at (202) 945-6920. Thank you very much.

Respectfully yours,



William B. Wilhelm, Jr.  
Kevin D. Minsky

Counsel for BroadSpan Communications, Inc. d/b/a  
Primary Network Communications, Inc.

This claim of confidentiality was filed by or on behalf of a telecommunications company for Confidential Document No. ~~5676~~. The document has been placed in locked storage pending staff advice on handling. Your name must be on the CASR to access the material. If it is undocketed, your division director must obtain written permission from the EXD/Tech before you can access it.

Enclosures

cc: Cully Dale

DOCUMENT NUMBER-DATE  
~~15695 023100~~  
FPSC-RECORDS/REPORTING

STATE OF FLORIDA

Commissioners:  
JOE GARCIA, CHAIRMAN  
J. TERRY DEASON  
SUSAN F. CLARK  
E. LEON JACOBS, JR.



DIVISION OF RECORDS & REPORTING  
BLANCA S. BAYÓ  
DIRECTOR  
(850) 413-6770

## Public Service Commission

December 28, 1999

Kevin D. Minsky, Esquire  
Swidler Berlin Shereff Friedman, LLP  
3000 K Street, NW, Suite 300  
Washington, DC 20007-5116

Re: Docket No. 992016-TI

Dear Mr. Minsky:

This will acknowledge receipt of an application for certificate to provide interexchange exchange telecommunications service by BroadSpan Communications, Inc. d/b/a Primary Network Communications, Inc., which was filed in this office on December 23, 1999 and assigned the above-referenced docket number. Appropriate staff members will be advised.

Mediation may be available to resolve any dispute in this docket. If mediation is conducted, it does not affect a substantially interested person's right to an administrative hearing. For more information, contact the Office of General Counsel at (850) 413-6078 or FAX (850) 413-6079.

Please make notes as well that Commission Rule 25-22.005(7), F.A.C., requires certificated companies to notify the Commission of any changes in name, telephone, address, or contact person. Should your application be granted by the Commission, you will be expected to comply with this rule by advising us of any changes as they occur.

Division of Records and Reporting  
Florida Public Service Commission

SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

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NEW YORK OFFICE  
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NEW YORK, NY 10174

December 22, 1999

**VIA OVERNIGHT MAIL**

992016-TI

Blanca S. Bayo, Director  
Florida Public Service Commission  
Division of Records and Reporting  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

Re: Application of BroadSpan Communications, Inc. d/b/a Primary Network Communications, Inc. for Authority to Provide Interexchange Telecommunications Service Between Points Within the State of Florida

Dear Ms. Bayo:

Enclosed for filing on behalf of BroadSpan Communications, Inc. d/b/a Primary Network Communications, Inc. ("BroadSpan") please find an original and six (6) copies of BroadSpan's application for authority to provide interexchange telecommunications service between points within the State of Florida. Also enclosed is a check in the amount of \$250.00 for the application filing fee.

Also enclosed, please find a separate envelope submitted under seal and bearing the appropriate markings, which contains BroadSpan's confidential financial information submitted in Exhibit 2 in support of this application.

Please date-stamp the enclosed extra copy of this filing and return in the self-addressed, stamped envelope provided. Should you have any questions concerning this filing, please do not hesitate to contact Kevin Minsky at (202) 945-6920. Thank you very much.

Respectfully yours,



William B. Wilhelm, Jr.  
Kevin D. Minsky

Counsel for BroadSpan Communications, Inc. d/b/a  
Primary Network Communications, Inc.

Enclosed with filing and  
check for deposit.  
Initials on envelope forwarded check:  
WJ

Enclosures

cc: Cully Dale

MAIL ROOM  
99 DEC 23 AM 11:14  
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SECRETARY OF  
STATE

DOCUMENT NUMBER-DATE

**15695 DEC 23 99**

FPSC-RECORDS/REPORTING

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

**DIVISION OF TELECOMMUNICATIONS  
BUREAU OF CERTIFICATION AND SERVICE EVALUATION**

**Application Form For Authority to Provide  
Interexchange Telecommunications Service  
Between Points Within the State of Florida**

---

Instructions

- ◆ This form is used as an application for an original certificate and for approval of the assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Appendix A).
- ◆ Print or Type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- ◆ Use a separate sheet for each answer which will not fit the allotted space.
- ◆ Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of **\$250.00** to:

**Florida Public Service Commission  
Division of Records and Reporting  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850  
(850) 413-6770**

Note: **No filing fee is required** for an assignment or transfer of an existing certificate to another certificated company.

- ◆ If you have questions about completing the form, contact:

**Florida Public Service Commission  
Division of Telecommunications  
Bureau of Certification and Service Evaluation  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850  
(850) 413-6600**

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:

**BroadSpan Communications, Inc. ("BroadSpan" or "Applicant")**

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

**Primary Network Communications, Inc.**

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

**11756 Borman Drive, Suite 101**

**St. Louis, Missouri 63146**

**Telephone: (314) 214-0000 Facsimile: (314) 569-7110**

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

**In the event BroadSpan may establish an office in Florida, it will provide the address to the Commission.**

6. 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.
- 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:

- |   |  |
|---|--|
| <input type="checkbox"/> Individual                     | <input type="checkbox"/> Corporation         |
| <input checked="" type="checkbox"/> Foreign Corporation | <input type="checkbox"/> Foreign Partnership |
| <input type="checkbox"/> General Partnership            | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Other _____                    |  |

8. **If individual**, provide:

Name: Not applicable.

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:

(a) **The Florida Secretary of State corporate registration number:**  
Not applicable.

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

(a) **The Florida Secretary of State corporate registration number:**  
F99000005252; also see Exhibit 1.

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:**  
G99294900002; also see Exhibit 1

12. **If a limited liability partnership**, provide proof of registration to operate in Florida:

(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.

Name: Not applicable.

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.

(a) The Florida registration number: Not applicable.

15. Provide **F.E.I. Number** (if applicable): 43-1798000

16. Provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services?  
() YES ( ) NO

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

(c) How is this information provided?

\_\_\_\_\_  
\_\_\_\_\_

17. Who will receive the bills for your service?

( <input checked="" type="checkbox"/> ) Residential Customers	( <input checked="" type="checkbox"/> ) Business Customers
( ) PATS Providers	( ) PATS Station End-Users
( ) Hotels and Motels	( ) Hotel and Motel Guests



( ) Universities ( ) Univ. Dormitory Residents  
( ) Other: (specify) \_\_\_\_\_

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

(a) The application:

Name: **William B. Wilhelm, Jr., Esq. & Kevin D. Minsky, Esq.**

Title: **Counsel for the Applicant; Swidler Berlin Shereff Friedman, LLP**

Address: **3000 K Street, N.W., Suite 300**

City/State/Zip: **Washington, D.C. 20007-5116**

Telephone No.: **(202)424-7500** Fax No.: **(202) 424-7645**

Internet E-Mail Address: **wbwilhelm@swidlaw.com and kdminsky@swidlaw.com**

Internet Website Address: **http://www.swidlaw.com**

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

Name: **Susan Butler**

Title: **Vice President - Operations**

Address: **11756 Borman Drive, Suite 101**

City/State/Zip: **St. Louis, Missouri 63146**

Telephone No.: **(314) 214-0099** Fax No.: **(314) 569-7110**

Internet E-Mail Address: **sbutler@broadspan.com**

Internet Website Address: **http://www.broadspan.com**

(c) Complaints/Inquiries from customers:

Name: **Susan Butler**

Title: **Vice President - Operations**

**Address: 11756 Borman Drive, Suite 101**

**City/State/Zip: St. Louis, Missouri 63146**

**Telephone No.: (314) 214-0099 Fax No.: (314) 569-7110**

**Internet E-Mail Address: sbutler@broadspan.com**

**Internet Website Address: http://www.broadspan.com**

19. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

**Illinois, Kansas, Michigan, and Missouri.**

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

**Arkansas, Connecticut, Indiana, New York, North Carolina, Oklahoma, Tennessee, and Wisconsin.**

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

**Illinois, Kansas, Michigan, and Missouri.**

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

**BroadSpan has never been denied authority to provide telecommunications service in any jurisdiction, nor is any such action pending.**

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

**BroadSpan has never had regulatory penalties imposed for violations of any telecommunications statutes.**

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

**None.**

20. 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.

**None of BroadSpan's officers, directors, or ten largest stockholders have previously been adjudged bankrupt, mentally incompetent, or found guilty of any felony or crime nor are any such proceedings pending.**

- (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.**

21. 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 flate rates perminute (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 (*i.e.*,  
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

22. 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 4.**

23. Submit the following:

**A. Financial capability. See Exhibit 2 which contains confidential information filed under seal.**

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

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

**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) should 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.

**See Exhibit 2.**

2. **A written explanation** that the applicant has sufficient financial capability to maintain the requested service.

**See Exhibit 2.**

3. **A written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations.

**See Exhibit 2.**

**B. Managerial capability:** give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.

**See Exhibit 3.**

**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 3.**

## APPENDICES

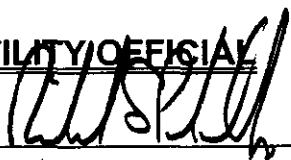
	Applicant Acknowledgment Statement
<b>APPENDIX A</b>	Certificate Transfer, or Assignment Statement
<b>APPENDIX B</b>	Customer Deposits and Advance Payments
<b>APPENDIX C</b>	Current Florida Intrastate Services
<b>APPENDIX D</b>	Affidavit
	Florida Telephone Exchanges and EAS Routes
	Glossary

## EXHIBITS

<b>EXHIBIT 1</b>	Certificate of Authority to Transact Business and Fictitious Name Registration
<b>EXHIBIT 2</b>	Financial Qualifications Statement
<b>EXHIBIT 2 - SUPPLEMENT</b>	Financial Statements [ <b>Filed Under Seal</b> ]
<b>EXHIBIT 3</b>	Managerial and Technical Capability
<b>EXHIBIT 4</b>	Proposed Tariff

**\*\* 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 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.

<u>UTILITY OFFICIAL</u> 	<u>11/30/99</u>
Signature	Date
<u>PRESIDENT</u>	<u>(314) 214-0000</u>
Title	Telephone No.
Address: <u>11756 Borman Drive, Suite 101</u>	<u>(314) 569-7110</u>
<u>St. Louis, Missouri 63146</u>	Fax No.

**ATTACHMENTS:**

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



**CERTIFICATE TRANSFER, OR ASSIGNMENT STATEMENT**

**\* Not applicable. BroadSpan is applying for original authority.**

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**

**\* Not applicable.**

\_\_\_\_\_  
Signature -

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**(314) 214-0000**

\_\_\_\_\_  
Telephone No.

Address: **11756 Borman Drive, Suite 101**

**(314) 569-7110**

\_\_\_\_\_  
Fax No.

**St. Louis, Missouri 63146**

**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 provided in one of the following ways (applicant, please  check one):

- (  ) 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**

*[Handwritten Signature]*  
Signature

11/30/99  
Date

PRESIDENT  
Title

(314) 214-0000  
Telephone No.

Address: 11756 Borman Drive, Suite 101  
St. Louis, Missouri 63146

(314) 569-7110  
Fax No.

**CURRENT FLORIDA INTRASTATE SERVICES**

Applicant **has** ( ) or **has not** (  ) 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?

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

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---

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---

**UTILITY OFFICIAL**

*[Handwritten Signature]*  
Signature

11/30/99  
Date

President  
Title

(314) 214-0000  
Telephone No.

Address: 11756 Borman Drive, Suite 101  
St. Louis, Missouri 63146

(314) 569-7110  
Fax No.

**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 alternative local exchange company 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**

*[Handwritten Signature]*  
Signature

11/30/99  
Date

PRESIDENT  
Title

(314) 214-0000  
Telephone No.

Address: 11756 Borman Drive, Suite 101  
St. Louis, Missouri 63146

(314) 569-7110  
Fax No.

# FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES

Page 1

## **\*\* FLORIDA EAS FOR MAJOR EXCHANGES \*\***

### Extended Area Service

### Exchanges

PENSACOLA:	Cantonment, Gulf Breeze Milton, Holley-Navarre, Pace.
PANAMA CITY:	Lynn Haven, Panama City Beach, Youngstown-Fountain, Tyndall AFB.
TALLAHASSEE:	Crawfordville, Havana, Monticello, Panacea, Sopchoppy, St. Marks.
JACKSONVILLE:	Baldwin, Ft. George, Jacksonville Beach, Callahan, Maxville, Middleburg, Orange Park, Ponte Vedra, Julington.
GAINESVILLE:	Alachua, Archer, Brooker, Hawthorne, High Springs, Melrose, Micanopy, Newberry, Waldo.
OCALA:	Belleview, Citra, Dunnellon, Forest, Lady Lake, McIntosh, Oklawaha, Orange Springs, Salt Springs, Silver Springs Shores.
DAYTONA BEACH:	New Smyrna Beach.
TAMPA:	Central           None East               Plant City North             Zephyrhills South             Palmetto West               Clearwater

## FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES

Page 2

### **\*\* FLORIDA EAS FOR MAJOR EXCHANGES \*\***

<u>Extended Area Service</u>	<u>Exchanges</u>
CLEARWATER:	St. Petersburg, Tampa-West, Tarpon Springs.
ST. PETERSBURG:	Clearwater.
LAKELAND:	Bartow, Mulberry, Plant City, Polk City, Winter Haven.
ORLANDO:	Apopka, East Orange, Lake Buena Vista, Oviedo, Windermere, Winter Garden, Winter Park, Montverde, Reedy Creek, Oviedo-Winter Springs.
WINTER PARK:	Aopoka, East Orange, Lake Buena Vista, Orlando, Oviedo, Sanford, Windermere, Winter Garden, Oviedo-Winter Springs, Reedy Creek, Geneva, Montverde.
TITUSVILLE:	Cocoa and Cocoa Beach.
COCOA:	Cocoa Beach, Eau Gallie, Melbourne, Titusville.
MELBOURNE:	Cocoa, Cocoa Beach, Eau Gallie, Sebastian.
SARASOTA:	Bradenton, Myakka, Venice.
FT. MYERS:	Cape Coral, Ft. Myers Beach, North Cape Coral, North Ft. Myers, Pine Island, Lehigh Acres, Sanibel-Captiva Islands.
NAPLES:	Marco Island and North Naples.

**FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES**

**\*\* FLORIDA EAS FOR MAJOR EXCHANGES \*\***

<b><u>Extended Area Service</u></b>	<b><u>Exchanges</u></b>
WEST PALM BEACH:	Boynton Beach and Jupiter.
POMPANO BEACH:	Boca Raton, Coral Springs, Deerfield Beach, Ft. Lauderdale
FT. LAUDERDALE:	Coral Springs, Deerfield Beach, Hollywood, Pompano Beach.
HOLLYWOOD:	Ft. Lauderdale and North Dade.
NORTH DADE:	Hollywood, Miami, Perrine.
MIAMI:	Homestead, North Dade, Perrine.

***BroadSpan seeks authority to originate interexchange telecommunications services throughout the State of Florida at the rates identified in its proposed tariff attached hereto as Exhibit 4.***

**ACCESS CODE:** A uniform four-or seven-digit code assigned to an individual IXC. The five-digit code has the form 10XXX and the seven-digit code has the form 950-XXXX.

**BYPASS:** Transmission facilities that go direct from the local exchange end user to an IXC point of presence, thus bypassing the local exchange company.

**CARRIERS CARRIER:** An IXC that provides telecommunications service, mainly bulk transmission service, to other IXCs only.

**CENTRAL OFFICE:** A local operating unit by means of which connections are established between subscribers' lines and trunk or toll lines to other central offices within the same exchange or other exchanges. Each three-digit central office code (NXX) used shall be considered a separate central office unit.

**CENTRAL OFFICE CODE:** The first three digits (NXX) of the seven-digit telephone number assigned to a customer's telephone exchange service.

**COMMISSION:** The Florida Public Service Commission.

**COMPANY, TELEPHONE COMPANY, UTILITY:** These terms are used interchangeably herein and refer to any person, firm, partnership or corporation engaged in the business of furnishing communication service to the public under the jurisdiction of the Commission.

**DEDICATED FACILITY:** A transmission circuit which is permanently for the exclusive use of a customer or a pair of customers.

**END USER:** Any individual, partnership, association, corporation, governmental agency or any other entity which (A) obtains a common line, uses a pay telephone or obtains interstate service arrangements in the operating territory of the company or (B) subscribes to interstate services provided by an IXC or uses the services of the IXC when the IXC provides interstate service for its own use.

**EQUAL ACCESS EXCHANGE AREAS (EAEA):** A geographic area, configured based on 1987 planned toll center/access tandem areas, in which local exchange companies are responsible for providing equal access to both carriers and customers of carriers in the most economically efficient manner.

**EXCHANGE:** The entire telephone plant and facilities used in providing telephone service to subscribers located in an exchange area. An exchange may include more than one central office unit.

**EXCHANGE (SERVICE) AREA:** The territory, including the base rate suburban and rural areas served by an exchange, within which local telephone service is furnished at the exchange rates applicable within that area.



**EXTENDED AREA SERVICE:** A type of telephone service furnished under tariff provision whereby subscribers of a given exchange or area may complete calls to, and receive messages from, one or more other contiguous exchanges without toll charges, or complete calls to one or more other exchanges without toll message charges.

**FACILITIES BASED:** An IXC that has its own transmission and/or switching equipment or other elements of equipment and does not rely on others to provide this service.

**FOREIGN EXCHANGE SERVICES:** A classification of exchange service furnished under tariff provisions whereby a subscriber may be provided telephone service from an exchange other than the one from which he would normally be served.

**FEATURE GROUPS:** General categories of unbundled tariffs to stipulate related services.

**Feature Group A:** Line side connections presently serving specialized Common carriers.

**Feature Group B:** Trunk side connections without equal digit or code dialing.

**Feature Group C:** Trunk side connections presently serving AT&T-C.

**Feature Group D:** Equal trunk access with prescription.

**INTEREXCHANGE COMPANY (IXC):** Any telephone company, as defined in Section 364.02(4), F.S. (excluding Payphone Providers), which provides telecommunications service between exchange areas as those areas are described in the approved tariffs of individual local exchange companies.

**INTER-OFFICE CALL:** A telephone call originating in one central office unit or entity but terminating in another central office unit or entity, both of which are in the same designated exchange area.

**INTRA-OFFICE CALL:** A telephone call originating and terminating within the same central office unit or entity.

**INTRASTATE COMMUNICATIONS:** Any communications in Florida subject to oversight by the Florida Public Service Commission as provided by the laws of the State.

**INTRA-STATE TOLL MESSAGE:** Those toll messages which originate and terminate within the same state.

**LOCAL ACCESS AND TRANSPORT AREA (LATA):** The geographic area established for the administration of communications service. It encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

**LOCAL EXCHANGE COMPANY (LEC):** Any telephone company, as defined in Section 364.02(4), F.S., which, in addition to any other telephonic communication service, provides telecommunications service within exchange areas as those areas are described in the approved tariffs of the telephone company.

**OPTIONAL CALLING PLAN:** An optional service furnished under tariff provisions which recognizes a need of some subscribers for extended area calling without imposing the cost on the entire body of subscribers.

**900 SERVICE:** A service similar to 800 service, except this service is charged back to the customer based on first minute plus additional minute usage.

**PIN NUMBER:** A group of numbers used by a company to identify its customers.

**PAY TELEPHONE SERVICE COMPANY:** Any telephone company, other than a LEC, which provides pay telephone service as defined in Section 364.335(4), F.S.

**POINT OF PRESENCE (POP):** Bell-coined term which designates the actual (physical) location of an IXC's facility. Replaces some applications of the term "demarcation point."

**PRIMARY SERVICE:** Individual line service or party line service.

**RESELLER:** An IXC that does not have certain facilities but purchases telecommunications service from an IXC and then resells that service to others.

**STATION:** A telephone instrument consisting of a transmitter, receiver, and associated apparatus so connected as to permit sending and/or receiving telephone messages.

**SUBSCRIBER, CUSTOMER:** Terms used interchangeably to mean any person, firm, partnership, corporation, municipality, cooperative organization, or governmental agency supplied with communication service by a telephone company.

**SUBSCRIBER LINE:** The circuit or channel used to connect the subscriber station with the central office equipment.

**SWITCHING CENTER:** Location at which telephone traffic, either local or toll, is switched or connected from one circuit or line to another. A local switching center may be comprised of several central office units.

**TRUNK:** A communication channel between central office units or entities, or private branch exchanges.

**EXHIBIT 1**

**Certificate of Authority to Transact Business**

**and**

**Fictitious Name Registration**

## **EXHIBIT 2**

### **Financial Qualifications - Statement**

BroadSpan Communications, Inc. d/b/a Primary Network Communications, Inc. ("BroadSpan") possesses the financial qualifications required of applicants for the authority herein. During an initial transition period, BroadSpan may rely upon the sizable financial assets of its parent company, Primary Network Holdings, Inc. ("PNH") to ensure that it has sufficient capital to maintain its operations. As indicated in the enclosed financial statements, attached hereto under seal, BroadSpan has access to sufficient capital to fund its proposed telecommunications operations in Florida and other states. Moreover, BroadSpan raised over \$2 million in additional capital through the issuance of preferred stock. As BroadSpan's revenues increase through the acquisition of new customers, BroadSpan's revenues will supplement PNH's assistance. PNH is a privately held corporation formed in 1999 and does not yet have audited financial statements. PNH is not publicly traded and therefore does not issue an annual report.

**EXHIBIT 2 (Cont'd)**

**(SUPPLEMENT)**

**Financial Statements**

**[Filed Under Seal]**

**EXHIBIT 3**

**Managerial and Technical Qualifications**

## **Managerial and Technical Qualifications of Key Personnel for Applicant**

### **Richard S. Phillips, President**

Mr. Phillips has been President and a director of the company since May 1998. Mr. Phillips has over thirteen years experience in the telecommunications industry. Prior to joining BroadSpan, Mr. Phillips held a number of senior management positions with Maritz Inc, a \$2billion privately held firm. Most recently, he served as Vice President, Technology Infrastructure, responsible for Maritz' comprehensive infrastructure technology environment. He has also served as Division Vice President - Communication Services, Division Vice President - Technology Services, and Division Vice President - Network Services.

Mr. Phillips has a strong track record in taking communications projects from concept to design to successful implementation. He guided development of Maritz' Computer Telephony Integration (CTI) architecture and "universal" call center platforms, helped re-engineer Maritz' voice communications service delivery model and implemented a 600-seat client/server call center environment. Mr. Phillips was also responsible for the planning, design and implementation of Maritz' corporate voice and data networks, supporting in excess of 5,000 nodes; both projects yielded multi-million dollar savings, improved client service delivery, and provided Maritz competitive advantage in pursuit of technologically-sophisticated clients. Mr. Phillips holds a B.S Electrical Engineering from the University of Missouri - Rolla, a Master of Information Management from Washington University and a Master of Business Administration from Webster University.

### **Sue Butler, Vice President - Operations**

Ms. Butler joined BroadSpan Communications, Inc. as Vice President in June 1998 with fifteen years experience in the telecommunications industry. Prior to joining the company, she held the position of Vice President, Telecommunications for a \$2.1 billion company where she was responsible for global communications deployment including premise-based hardware and integrated voice and data networks.

Ms. Butler began her career in telecommunications managing complex call center technology supporting Citicorp's geographically disbursed customer care centers. Since that time, she has actively participated in the design and implementation of numerous sophisticated call center technologies in addition to defining new advanced routing services now deployed by large telecommunication providers. Ms. Butler has an impressive track record negotiating customized tariffs with the major telecommunication companies surpassing \$200 million throughout her career.

### **Beth Malm, Director of Operations**

Ms. Malm has thirteen years experience in the telecommunications industry, most of which has been focused on the design and implementation of sophisticated customer care operations for Fortune 500 firms. Prior to joining BroadSpan, Ms. Malm served as Telecommunications Manager for Convergys, formerly Matrixx Marketing. In this capacity, she assisted in the acquisition and integration of a large teleservices division of a multi-billion privately held firm. Her responsibilities included managing a 24x7 technical and customer service staff, providing advanced telecommunications support to a sophisticated client base, and overseeing a multi-million dollar capital expenditure budget. Ms. Malm has a strong understanding of communications equipment at the technical level, and has proven adept at applying that understanding to meet customer-specific needs; in so doing, she has leveraged new technologies to enhance service delivery while improving operating efficiencies.

**Managerial and Technical Qualifications of  
Key Personnel for Applicant**

Page 2 of 2

**Roy C. Amelung, Director of Regulatory Affairs**

Mr. Amelung joined BroadSpan in June 1998. Mr. Amelung has over 22 years experience in the communications industry, including 17 years with Southwestern Bell Telephone Co. As Communications Consultant in National Accounts, Mr. Amelung was responsible for covering a five state region, working with numerous Fortune 500 companies to address their communications needs.

Prior to joining BroadSpan, Mr. Amelung served as Director of Operations for Navigator Telecommunications, a startup Competitive Local Exchange Carrier based in Little Rock, Arkansas. In this capacity he was instrumental in the design and development of processes and procedures used in day to day operations, ranging from service and sales to development of tariff filings to establishing relationships with prospective clients. Mr. Amelung's experience gives him a unique ability to identify and address the specific needs of communications users.

**S. Blake Ashby, Vice President**

Mr. Ashby, a founder of BroadSpan, has over six years experience in business development. As a consultant, Mr. Ashby prepared the first full business plan and financial models for SAVVIS Communications, a startup nationwide Internet backbone provider and also worked with Mashie-Niblick, a computer Bulletin Board Service (BBS) which eventually became GOLF.COM.

Other projects have included working with companies involved in the development of early fax/file transfer protocols and Special Mobile Radio (800MHz and 900MHz dispatch fleet radio). Through his experience with technology startups, Ashby has a unique understanding of the technical and regulatory issues of the communications industries as well as the process of creating and growing a technology-based company.

**Darrell Gentry, Network Engineer**

Darrell Gentry, a founder of BroadSpan, has over seven years experience in network and systems administration. He directed the installation of high-speed data circuits for Internet and Intranet connectivity at SAVVIS Communications and served as Manager of Information Technology for JP Communications where he administered the Web Design division. Gentry was a founder of The Next Level, Inc., St. Louis' first retail multiplayer computer gaming center. He also established the Internet site DAR.NET, which hosts one of the most popular Internet-based multiplayer game servers in the world.

**Dan Pinkard, Network Administrator**

Mr. Pinkard, a founder of BroadSpan, has seven years of experience in networking, systems support, end user maintenance, and network operations. He has performed systems administration, network and hardware consultation, managed internal database applications, and worked with a rapidly growing ISP as a customer support engineer. Pinkard has developed numerous online systems including a complete online financial and insurance advisor package, and a medical imaging and collaboration system. Other efforts include the design and implementation of Intranet and Extranet information systems. Mr. Pinkard was a founder of The Next Level, Inc., and continues to assist with the administration of DAR.NET and its Internet-based multiplayer game servers.



# State of Florida



## Department of State

I certify the attached is a true and correct copy of the application by BROADSPAN COMMUNICATIONS, INC., a Missouri corporation, authorized to transact business within the State of Florida on October 8, 1999 as shown by the records of this office.

The document number of this corporation is F99000005252.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Twelfth day of October, 1999



CR2EO22 (1-99)

*Katherine Harris*

Katherine Harris  
Secretary of State

# State of Florida



## Department of State

I certify that the attached is a true and correct copy of the Application For Registration of Fictitious Name of PRIMARY NETWORK COMMUNICATIONS, INC., registered with the Department of State on October 21, 1999, as shown by the records of this office.

The Registration Number of this Fictitious Name is G99294900002.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Twenty-first day of October, 1999



CR2EO22 (1-99)

*Katherine Harris*

Katherine Harris  
Secretary of State

**EXHIBIT 4**

**Proposed Tariff**

**Florida Interexchange Telecommunications Tariff**

**of**

**BroadSpan Communications, Inc. dba Primary Network Communications, Inc.**

This tariff applies to the resold long distance interexchange telecommunications services furnished by BroadSpan Communications, Inc. dba Primary Network Communications, Inc. ("Primary") between one or more points in the State of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at Primary's principal place of business, 11756 Borman Drive, Suite 101, St. Louis, Missouri 63146.

Primary operates as a competitive telecommunications company within the State of Florida.

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St. Louis, Missouri 63146

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TARIFF FORMAT

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 between pages already in effect, a decimal is added. For example, a new page added between sheets 11 and 12 would be page 11.1.

B. Page Revision Numbers: Revision numbers also appear in the upper right corner of each page where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13.

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

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

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- T - Change of text
- D - Delete text
- A - Added text
- M - Moved from another tariff location
- N - New number of section or paragraph
- R - Change in Rate or Charge

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Access Line** - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to a switching center or Primary's location.

**Authorization Code** - A numerical code, one or more of which may be assigned to a Customer, to enable Primary to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

**Calling Card** - A card issued by the Company, containing an Authorization Code which enables calls to be processed, account activity to be logged, and balances to be maintained, on an ongoing basis.

**Commission** - Used throughout this tariff to mean the Florida Public Service Commission.

**Company or Primary** - Used throughout this tariff to mean BroadSpan Communications, Inc. dba Primary Network Communications, Inc., a Missouri corporation.

**Customer** - The person, firm, corporation or other legal entity which orders the services of Primary or purchases an Primary Calling Card Service and/or originates calls using such cards, and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

**Customer Dialed Calling Card Station** - Customer Dialed Calling Card Station is that service where the person originating the call dials "0" plus the called number and charges the call to a Credit/Charge Card authorized by the Company.

**Dedicated MTS Service** - A service available to those Customers who subscribe to a local exchange telephone company's intrastate end user dedicated line service.

**Operator Dialed Calling Card Station** - Operator Dialed Calling Card Station denotes calls that are completed when the customer dials the appropriate Company operator code (0 or 00), and requests that the operator complete the call by dialing the called telephone number and the calling card number to be used for billing purposes.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (cont'd)**

**Operator Dialed Surcharge** - Operator Dialed Surcharge applies a surcharge to Operator Station and Person-to-Person rated calls when the Customer has the capability of dialing all the digits necessary to complete a call, but elects to dial only the appropriate operator code (0 or 00), and requires prompting by the operator system to dial the called station or requests the operator to dial the called station. The surcharge applies in addition to any applicable service charges. The surcharge does not apply to: calls where a Customer cannot otherwise dial the call, due to defective equipment or trouble on the Company network; calls in which a Company operator places a call for a calling party who identifies himself / herself as being unable to dial the call because of his / her handicap; and calling card calls.

**Operator Dialed 0-** - Operator Dialed 0- denotes that situation where the Customer dials only the appropriate operator code (0 or 00) and then requests the operator to dial the called station.

**Operator Station** - Operator Station denotes calls that are completed with the assistance of a Company operator, except as specified for the Dial Station, Customer Dialed Calling Card Station, Operator Dialed Calling Card Station, Person-to-Person, and Real Time Rated classes of service. Operator Station prices apply to calls which are billed to a different telephone number (e.g., collect, bill to a third number) or a calling card.

**Person-to-Person** - The term "Person-to-Person" denotes that service where the person originating the call specifies to the Company operator a particular person to be reached, a particular mobile station to be reached through a miscellaneous common carrier attendant, or a particular station, department, or office to be reached through a Centrex or PBX attendant. When, after the station, miscellaneous common carrier mobile radio system, Centrex, or PBX called has been reached and while the connection remains established, the person originating the call requests or agrees to talk to any person other than the person specified, or to any other person or mobile station to be reached through a miscellaneous common carrier attendant, or to any other station, department or office to be reached through a Centrex or PBX attendant, the classification of the call remains Person-to-Person. When the person originating the call wishes arrangements made in advance with a particular party or station for the establishment of a connection at a specified time (appointment call) the call is classified as Person-to-Person.

**Real Time Rated** - Real Time Rated calls are those that originate and are paid for at public or semi-public telephones and calls for which the Company furnishes time and/or charge information.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (cont'd)**

**Switched MTS Service** - A service obtained either by presubscription to the Company as a primary interexchange carrier for the end user common line, or, if available, by dialing a code assigned to the Company by the local exchange telephone company.

**Telecommunications** - The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

**Underlying Carrier** - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Primary for telecommunications between points within the State of Florida. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall request service with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement. The Company does not own any switching facilities in Florida.

- 2.1.1 The services provided by Primary are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Service (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.
- 2.1.2 The rates and regulations contained in this tariff apply only to the resale services furnished by Primary and do not apply unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of Primary.
- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

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SECTION 2 - RULES AND REGULATIONS (cont'd)

**2.2 Use of Services**

- 2.2.1 Primary's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.
- 2.2.2 The use of Primary's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonable interfere with use by others is prohibited.
- 2.2.3 The use of Primary's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 Primary's services are available for use twenty- four (24) hours per day, seven (7) days per week.
- 2.2.5 Primary does not transmit messages, but the services may be used for that purpose.
- 2.2.6 Primary's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

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**SECTION 2 - RULES AND REGULATIONS (cont'd)**

**2.3 Liability of the Company**

- 2.3.1 The company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing or 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 provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the company.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity or any other property whether owned or controlled by the Customer or others.

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SECTION 2 - RULES AND REGULATIONS (cont'd)

2.3 Liability of the Company (cont'd)

- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by Primary on the Customer's behalf.
- 2.4.3 If required for the provision of Primary's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to Primary.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to Primary and the Customer when required for Primary personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of Primary's services.
- 2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of Primary's equipment to be maintained within the range normally provided for the operation of microcomputers.

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SECTION 2 - RULES AND REGULATIONS (cont'd)

2.4 Responsibilities of the Customer (cont'd)

- 2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with Primary's facilities or services, that the signals emitted into Primary's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Primary will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Primary equipment, personnel or the quality of service to other Customers Primary may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Primary may, upon written notice, terminate the Customer's service.
- 2.4.7 The Customer must pay Primary for replacement or repair of damage to the equipment or facilities of Primary caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.
- 2.4.8 The Customer must pay for the loss through theft of any Primary equipment installed at Customer's premises.
- 2.4.9 If Primary installs equipment at Customer's premises and unless Primary specifies otherwise, the Customer shall be responsible for payment of any applicable installation charge.
- 2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

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SECTION 2 - RULES AND REGULATIONS (cont'd)

2.5 Cancellation or Interruption of Services

- 2.5.1 Without incurring liability, upon five (5) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, Primary may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:
- A. For nonpayment of any sum due Primary for more than twenty-one (21) days after issuance of the bill for the amount due,
  - B. For violation of any of the provisions of this tariff,
  - C. For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over Primary's services, or
  - D. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Primary from furnishing its services.
- 2.5.2 Without incurring liability, Primary may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and Primary's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 2.5.3 Service may be discontinued by Primary without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when Primary deems it necessary to take such action to prevent unlawful use of its service. Primary will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.

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SECTION 2 - RULES AND REGULATIONS (cont'd)

2.5 Cancellation or Interruption of Services (cont'd)

2.5.4 The Customer may terminate service upon thirty (30) days written notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage and facilities costs. Customers may also be subject to additional penalties included in any term Customer contracts.

2.6 Credit Allowance

2.6.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in 2.3 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in writing or equipment, if any, furnished by the Customer and connected to the Company's facilities.

2.6.2 No credit is allowed in the event that service must be interrupted in order to provide routine service quality or related investigations.

2.6.3 Credit for failure to service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company or in the event that the Company is entitled to a credit for the failure of the facilities of the Company's Underlying Carrier used to furnish service.

2.6.4 Credit for interruption shall commence after the Customer notifies the Company of the interruption and ceases when service has been restored.

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SECTION 2 - RULES AND REGULATIONS (cont'd)

2.6 Credit Allowance (cont'd)

- 2.6.5 For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.6.6 No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.6.7 The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continued.

Credit formula;

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

"A" - outage time in hours

"B" - monthly charge for affected activity

2.7 Restoration of Service

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

2.8 Deposit

Pursuant to the Commission's rules, the Company reserves the right to examine the credit record of all service applicants and may decline applicant or require a deposit when determined to be necessary to assure future payment.

2.9 Advance Payments

The Company reserves the right to collect an advance payment from Customers in an amount not to exceed one (1) month's estimated fixed monthly charges as an advance payment for service. This will be applied against the next month's charges, and if necessary, a new advance payment will be collected for the next month.

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SECTION 2 - RULES AND REGULATIONS (cont'd)

2.10 Payment and Billing

- 2.10.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt. Except as specified in Section 2.13 below, interest at the rate of 1.5% per billing cycle, or the amount otherwise authorized by law, whichever is lower, will accrue upon any unpaid amount commencing twenty-one (21) days after rendition of bills. Customers whose checks for payment of Company's services are returned due to insufficient funds will be subject to the returned check charge in Section 4.7.
- 2.10.2 The Customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without knowledge or consent of the Customer. The security of the Customer's authorization codes, presubscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, presubscribed exchange lines, or authorization codes will be billed to and must be paid by the Customer. Recurring charges, deposits, and non-recurring charges are billed in advance. Thereafter, charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.
- 2.10.3 All bills are presumed accurate, and shall be binding on the Customer unless objection if received by the Company in writing within ninety (90) days after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore if not received by the Company in writing within such ninety (90) day period.

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SECTION 2 - RULES AND REGULATIONS (cont'd)

2.11 Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the Court.

2.12 Taxes

All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes are not included in the rates quoted herein, except as described for Calling Card Service.

2.13 Late Charge

A late fee of 1.5% monthly or the amount otherwise authorized by law, whichever is lower, will be charged on any past due balances.

2.14 Returned Check Charge

A fee of \$25.00 will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

2.15 Location of Service

The Company will provide services to Customers and their end users within the State of Florida.

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SECTION 2 - RULES AND REGULATIONS (cont'd)

2.16 Automatic number identification terms and conditions

A telephone corporation may provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- (1) The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- (2) The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or services previously purchased by the telephone subscriber from the ANI recipient.
- (3) The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- (4) The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- (5) Telephone Corporations must make reasonable efforts to adopt and apply procedures designed to provide reasonable safeguards against the aforementioned abuses of ANI.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Computation of Charges

3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be a fixed charge dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute. Unless otherwise noted, all Dedicated MTS Service calls are measured in thirty (30) second initial and six (6) second additional increments. Unless otherwise noted, all Switched MTS Service calls are measured in one (1) minute increments with calls rounded up to the next whole increment. Unless otherwise noted, all Calling Card Service calls are measured in one (1) minute increments with calls are rounded up to the next whole increment.

3.1.2 [RESERVED FOR FUTURE USE]

3.1.3 Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. The Company will not bill for uncompleted calls.

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SECTION 3 - DESCRIPTION OF SERVICE (cont'd)

3.2 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be in writing or by telephone to the Company at:

P.O. Box 460287  
St. Louis, MO 63146-7287  
(314) 214-0000 (Tel.)  
(314) 569-7110 (Fax)  
(888) 901-7727 (Toll Free)

Any objection to billed charges should be reported promptly to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling of a subscriber occurs, no liability exists which will require the Company to pay dividend or other compensation on the amount overbilled, except that the Company is liable for interest on such overbilled amount, such as applies to deposits pursuant to state law.

If notice of a dispute as to charges is not received in writing by the Company, within ninety (90) days after an invoice is rendered, such invoice shall be deemed to be correct and binding upon the Customer.

If a Customer accumulates more than One Hundred Dollars (\$100.00) of undisputed, delinquent Primary Toll Free Service charges, the Company or its Resp. Org. reserves the right not to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full.

3.3 Level of Service

A Customer can expect end to end network availability of not less than 99% at all times for all services.

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SECTION 3 - DESCRIPTION OF SERVICE (cont'd)

3.4 Billing Entity Conditions

When billing functions on behalf of the Company or its intermediary are performed by local exchange telephone companies or others, the payments of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. The Company's name and toll-free telephone number will appear on the Customer's bill.

3.5 Service Offerings

3.5.1 Message Telecommunications Service

Description of Service

MTS consists of the furnishing of switched and dedicated message telephone service for calls originating and terminating within the State of Florida. Such service is available twenty-four (24) hours a day, seven (7) days a week.

Access to Dedicated MTS Service is available to those Customers who subscribe to a local exchange telephone company's interstate End User Common Line Service, and to their authorized Users. Switched MTS Service is obtained either by presubscription to the Company as the primary interexchange carrier for the end user common line or, if available, by dialing a code assigned to the Company by the local exchange telephone company.

3.5.2 Toll Free Service

Toll Free 800/888/877 is an inbound-only service which allows callers to place toll-free calls to a Customer by dialing an assigned telephone number in the toll free area code. Calls may be terminated either to the Customer's local exchange telephone service, or to a dedicated access line.

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SECTION 3 - DESCRIPTION OF SERVICE (cont'd)

3.5 Service Offerings (cont'd)

3.5.3 Calling Card Service

The Company's Calling Card provides telecommunications services and optional enhanced service to customers while traveling away from the office or home. Customers must dial a toll free access number or operator assistance to make a call followed by their authorization code to use the service. A monthly credit limit may be assigned to each card for fraud protection. Customers have the option of raising or lowering the limit amount to best suit their calling practices. For billing purposes, call timing is rounded up to the full minute increment after the initial increment of one (1) minute. Local calls will be completed subject to the rates and charges contained in the Company's local services tariff on file with the Commission.

3.5.4 Directory Assistance

Access to long distance directory assistance is obtained by dialing 1+ (area code) + 555-1212. When more than one number is requested in a single call, a charge may apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

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SECTION 3 - DESCRIPTION OF SERVICE (cont'd)

3.5 Service Offerings (cont'd)

3.5.5 Specialized Pricing Arrangements

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers 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. Any such specialized pricing arrangements will be filed with the Commission for prior approval.

3.5.6 [Reserved for Future Use]

3.5.7 Operator Service

3.5.7.1 Classes of Service

Service is offered on a Customer Dialed Calling Card Station, Operator Dialed Calling Card Station, Operator Station, Person-to-Person and Real Time Rated basis. Charges for messages within these classes of service are on one (1) minute increments with calls rounded up to the next billing increment.

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.5 Service Offerings (cont'd)

3.5.7 Operator Service (cont'd)

3.5.7.1 Classes of Service (cont'd)

1. Customer Dialed Calling Card Station - Customer Dialed Calling Card Station calls are completed as follows and may be billed to a Company calling card or to a calling card other than a Company calling card.
  - (a) Customer Dialed and Operator Assisted - The digit zero and the called telephone number (0 + number) are dialed to complete the call. In such cases, the calling card number may be recorded either automatically or by operator assistance for billing purposes.
  - (b) Customer Dialed and Operator Must Assist - The Customer dials the Company operator or the desired telephone number and the local exchange operator services equipment capability precludes the Customer from completing the call without the assistance of a Company operator and the call is billed to the Customer's calling card.

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SECTION 3 - DESCRIPTION OF SERVICE (cont'd)

3.5 Service Offerings (cont'd)

3.5.7 Operator Service (cont'd)

3.5.7.1 Classes of Service (cont'd)

2. Operator Dialed Calling Card Station - Operator Dialed Calling Card Station prices apply when the Customer dials the appropriate operator code (e.g., 0 or 00) and requests that the operator complete the call by dialing the called telephone number and the calling card number to be used for billing purposes.
3. Operator Station - Operator Station prices apply when calls are completed with the assistance of a Company operator, except as specified for the Customer Dialed Calling Card Station, Operator Dialed Calling Card Station, Person-to-Person, and Real Time Rated classes of service. Operator Station prices apply to calls which are billed to a different telephone number (e.g., collect, bill to a third number).
4. Person-to-Person - Person-to-Person prices apply when the person originating the call specifies the particular party to be reached by the Company operator, except Person-to-Person calls rated on a real time basis. The specified party may be a person, or a station, department, extension or office through a PBX attendant.
5. Real Time Rated (Operator Station / Person-to-Person) - Real Time Rated prices apply to the following calls: calls originated and paid for at public or semi-public telephones and calls for which the Company furnishes time and / or charges.

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**SECTION 3 - DESCRIPTION OF SERVICE (cont'd)**

**3.5 Service Offerings (cont'd)**

**3.5.7 Operator Service (cont'd)**

**3.5.7.2 Timing of Calls**

Billing for calls placed over the Company's network is based in part on the duration of the call. Timing of each call begins as specified below, and ends when the called party hangs up.

1. Collect Calls - Timing begins when the called party accepts the responsibility for payment.
2. Person-to-Person Calls (other than Collect) - Timing begins when the designated party comes on the line, or when the caller agrees to speak with a substitute party.
3. All Other Calls - Timing begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection.

**3.5.8 Promotional Offerings**

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to such items as certain dates, times and locations. The Company will submit to the Commission for prior approval such offerings as required by Commission rules and regulations.

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SECTION 4 -- RATES

4.1 Message Telecommunications Service

4.1.1 Switched MTS Service Rates

\$0.12 per minute. Calls are billed in thirty (30) second initial and six (6) second additional billing increments, with calls rounded up to the next billing increment.

4.1.2 Dedicated MTS Service Rates

\$0.08 per minute. Calls are billed in thirty (30) second initial and six (6) second additional billing increments, with calls rounded up to the next billing increment.

4.2 Toll Free Service

4.2.1 Switched Toll Free Service

\$0.12 per minute. Calls are billed in thirty (30) second initial and six (6) second additional billing increments, with calls rounded up to the next billing increment.

4.2.2 Toll Free Dedicated Service

\$0.08 per minute. Calls are billed in thirty (30) second initial and six (6) second additional billing increments, with calls rounded up to the next billing increment. Customers are responsible for a payphone surcharge of 35¢ per call for all calls originating on a payphone. Customers are responsible for a monthly toll free number maintenance surcharge of \$2.50 per toll free number.

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SECTION 4 - RATES (cont'd)

4.4 Calling Card Service

\$0.15 per minute. Calling Card Service is billed in thirty (30) second initial and six (6) second additional increments with calls rounded up to the next billing increment. The rate applies twenty-four (24) hours per day, seven (7) days per week and applies to calling card calls made using the Company's toll free access number.

4.5 Directory Assistance Charges

A charge per number requested will be \$0.70.

4.6 Operator Service Rates

This section sets forth the rates and charges applicable to Company's Operator Service as described in Section 4.5.1. The total charge for each completed operator assisted call consists of two charge elements (except as otherwise provided herein): fixed operator service charge, which will be dependant on the type of billing selected (i.e., calling card, charge third party or other) and/or the completion restriction selected (i.e., station-to-station or person-to-person); and a measured usage charge dependent on the duration of the call. The usage charge element is specified as a rate per minute which applies to each minute of call duration, with a minimum charge for each call of one (1) minute, and with fractional minutes of use thereafter counted as one (1) full minute. If an operator service call is completed by an operator service provider other than the Company ("alternative provider") different terms, conditions, and rates may apply to that operator service call. The Customer authorizing completion of an operator service call by an alternative provider will be held to the terms, conditions, and rates of the alternative provider.

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SECTION 4 - RATES (cont'd)

4.6 Operator Service Rates (cont'd)

4.6.1 Usage Charges

4.6.1.1 Intrastate InterLATA and IntraLATA Rate

\$0.50 per minute.

4.6.1.3 Operator Service Charges (Intrastate Inter- and IntraLATA)

Customer Dialed and Operator Assisted Person to Person(Includes Real Time Rated Calls)	\$1.75
Customer Dialed and Operator Assisted (0+)	\$3.25
Operator Dialed (0-)	\$3.25
Operator Station (Includes Real Time Rated Calls)	
Collect	\$1.75
Billed to Third Party	\$1.75
Customer Dialed Calling Card Station	
Customer Dialed and Operator Assisted	\$1.75
Customer Dialed-Operator Must Assist	\$1.75
Operator Dialed Calling Card Station	\$1.75

4.7 Returned Check Charge

\$25.00.

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