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March 28, 2000

DEPOSIT

DATE

D 2 2 2 0 0 0

MAR 31 2000

VIA OVERNIGHT DELIVERY

Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

000385-TI

Re: Application of DV2, Inc. for a Certificate of Authority to Provide
Interexchange Telecommunications Service ("Application")

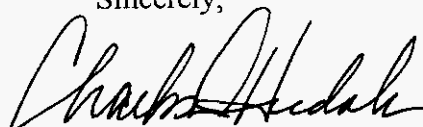
Dear Sir or Madam:

Enclosed are the original and seven (7) copies of the 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 the Application.

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

Sincerely,



Charles A. Hudak

CAH/jh

Enc.

cc: DV2, Inc.
(with enclosure)

CO REC 30 11 09 37
FBI REC 30 11 09 37
FBI REC 30 11 09 37

DOCUMENT NUMBER-DATE

03969 MAR 30 8

FPSC-RECORDS/REPORTING

000385-TI

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

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

- (X) Original Authority (New company).
- () Approval of Transfer (To another certificated company).
- () Approval of Assignment of existing certificate (To a non-certificated 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):

- (X) **Facilities based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
- () **Operator Service Provider** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- (X) **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:

DV2, Inc.

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

Not applicable.

DOCUMENT NUMBER-DATE

03969 MAR 30 8

FPSC-RECORDS/REPORTING

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

DV2, Inc.
2116 Kinsmon Drive
Marietta, Georgia 30062
Tel: 770-643-9371
Fax: 770-643-9535

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

Applicant does not currently maintain an office in the State of Florida.

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.

Corporate Charter Number:

F00000001473

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

The name and address of Applicant's registered agent for service of process in the State of Florida is:

**DV2, Inc.
c/o 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.

Fictitious name registration number:

Not applicable.

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

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

None of Applicant's officers, directors, or any of the ten largest stockholders has previously been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime.

- (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 any of the ten largest stockholders is currently 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
Timothy L. Geraghty
Gerry, Friend & Saprnov, LLP
Three Ravinia Drive, Suite 1450
Atlanta, Georgia 30346-2131
Tel: 770-399-9500
Fax: 770-395-0000

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

Jeffrey W. Hinkle
President
DV2, Inc.
2116 Kinsmon Drive
Marietta, Georgia 30062
Tel: 770-748-9883
Fax: 770-748-3245

(c) Tariff;

Charles A. Hudak
Timothy L. Geraghty
Gerry, Friend & Saprnov, LLP
Three Ravinia Drive, Suite 1450
Atlanta, Georgia 30346-2131
Tel: 770-399-9500
Fax: 770-395-0000

(d) Complaints/Inquiries from customers;

Jeffrey W. Hinkle
President
DV2, Inc.
2116 Kinsmon Drive
Marietta, Georgia 30062
Tel: 770-748-9883
Fax: 770-748-3245

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 has applied for certification to provide intrastate long distance telecommunications services in the state of Georgia. Additionally, Applicant intends to file applications for facilities-based long distance authority in the states of Alabama, Louisiana, North Carolina, Tennessee and Texas.

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

Applicant has received certification to operate as an interexchange carrier in the state of North Carolina.

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

Applicant has not been denied certification to operate as an interexchange carrier in any state.

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

Applicant has not been assessed regulatory penalties for violating any State or Federal 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.

Applicant is currently involved in litigation with Sun Data, Inc. ("Sun Data") in the Superior Court of Cobb County, Georgia (Case No. 99-1-3735-33). Among other things, Sun Data claims that Applicant has solicited former employees and customers of Sun Data and has misappropriated trade secrets. Although the outcome of this litigation is uncertain, Applicant is vigorously defending the claims of Sun Data, and has filed counterclaims against Sun Data seeking damages. Applicant believes that Sun Data's claims are without merit.

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 checked="" type="checkbox"/> Other: Resale Services | |

13. Do you have a marketing program?

Applicant intends to utilize its existing marketing and sales personnel to promote its services within the State of Florida.

14. Will your marketing program: **Not applicable.**

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

15. Explain any of the offers checked in question 14 (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"/> University 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 will appear on each customer's monthly invoice for services.

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

Applicant intends to bill its customers directly for interexchange telecommunications services. In this regard, Applicant's name, address and toll-free customer assistance telephone number will appear on all customer invoices for services.

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 proposed 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 is FGB

Method of access is FGD

Method of access is 800

MTS with route specific rates per minute

Method of access is FGA

Method of access is FGB

Method of access is FGD

Method of access is 800

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

Method of access is FGA

Method of access is FGB

Method of access is FGD

Method of access is 800

MTS for pay telephone service providers

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

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 services by dialing "1+", "1-800" or "101XXXX" dialing sequences.

21. Other:

Applicant intends to provide facilities-based interexchange telecommunications services to business and residential customers in Florida. In order to provide its services, Applicant intends to lease unbundled network elements (e.g., transport) from other certificated carriers and long distance transmission facilities leased or purchased from other certificated long distance carriers. Until Applicant's facilities are operational, Applicant intends to provide interexchange telecommunications resale services.

APPLICANT ACKNOWLEDGEMENT STATEMENT

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50.00 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 the Company's 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.

DV2, INC.

By: _____

Jeffrey W. Hinkle
President



Date: _____


2/8/2000

APPENDIX A

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).



Jeffrey W. Hinkle
President
DV2, Inc.



Date

APPENDIX B

INTRASTATE NETWORK

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

Applicant has not yet determined (i) the location of its POP(s) within the State of Florida or (ii) whether such facilities will be owned by Applicant, leased from other certificated telecommunications carriers, or both.

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

Applicant has not yet determined the location of its switching equipment to be deployed in the State of Florida. Applicant intends to purchase switching equipment to be placed in Applicants own locations.

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

POP-to-POP

Type

Ownership

Applicant intends to lease unbundled network elements (e.g., loops, transport) from BellSouth Telecommunications, Inc. or from other certificated, facilities-based carriers operating in the State of Florida.

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 C).

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

Applicant shall limit its intraEAEA service to MTS toll service. Applicant has the ability to screen all calls and shall block any other unauthorized intraLATA local call.

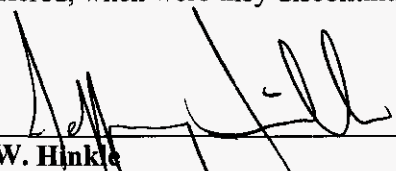
6. CURRENT FLORIDA INTRASTATE SERVICES: Applicant has () or has not (X) previously provided intrastate telecommunications in Florida. If the answer is has, fully describe the following:

- (a) What services have been provided and when did these services begin?

Not applicable.

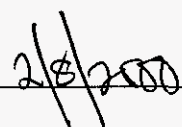
- (b) If the services are not currently offered, when were they discontinued?

Not applicable.



Jeffrey W. Hinkle
President
DV2, Inc.

Date



APPENDIX C

FLORIDA TELEPHONE EXCHANGES

AND

EAS ROUTES

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

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

Applicant intends to offer interexchange services from all telephone company exchanges located within the State of Florida.



Jeffrey W. Hinkle
President
DV2, Inc.



Date

EXHIBIT "A"

CERTIFICATE TO TRANSACT BUSINESS



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

March 17, 2000

C T CORPORATION SYSTEM

TALLAHASSEE, FL

Qualification documents for DV2, INC. were filed on March 17, 2000 and assigned document number F00000001473. 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.

The certification you requested is enclosed.

A corporation annual report/uniform business 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) 487-6051, the Foreign Qualification/Tax Lien Section.

Buck Kohr
Corporate Specialist
Division of Corporations

Letter Number: 300A00014942

State of Florida



Department of State

I certify from the records of this office that DV2, INC., is a corporation organized under the laws of Georgia, authorized to transact business in the State of Florida, qualified on March 17, 2000.

The document number of this corporation is F00000001473.

I further certify that said corporation has paid all fees due this office through December 31, 2000, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Seventeenth day of March, 2000



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF FLORIDA.

00 APR 17 PM 5:06
SECRETARY OF STATE
DIVISION OF CORPORATIONS

1. DV2, Inc.
(Name of corporation; must include the word "INCORPORATED", "COMPANY", "CORPORATION" or words or abbreviations of like import in language as will clearly indicate that it is a corporation instead of a natural person or partnership if not so contained in the name at present.)

2. Georgia 3. 58-2426392
(State or country under the law of which it is incorporated) (FEI number, if applicable)

4. 10/26/98 5. Perpetual
(Date of incorporation) (Duration: Year corp. will cease to exist or "perpetual")

6. N/A Upon Quilt.
(Date first transacted business in Florida.) (SEE SECTIONS 607.1501, 607.1502 and 817.155, F.S.)

7. 2116 Kinsmon Drive
Marietta, GA 30062
(Current mailing address)

8. Communication services
(Purpose(s) of corporation authorized in home state or country to be carried out in state of Florida)

9. Name and street address of Florida registered agent: (P.O. Box or Mail Drop Box NOT acceptable)

Name: CT Corporation System

Office Address: 1200 South Pine Island Road

Plantation, Florida, 33324
(Zip code)

10. Registered agent's acceptance:

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

CT Corporation System
Mary R. Adams
(Registered agent's signature)

MARY R. ADAMS
ASSISTANT SECRETARY

11. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

12. Names and addresses of officers and/or directors: (Street address ONLY - P.O. Box NOT acceptable)

A. DIRECTORS (Street address only - P.O. Box NOT acceptable)

Chairman: Jeffrey W. Hinkle

Address: 2116 Kinsmon Drive

Marietta, GA 30062

Vice Chairman: _____

Address: _____

Director: Deborah Bass Hinkle

Address: 2116 Kinsmon Drive

Marietta, GA 30062

Director: _____

Address: _____

RECEIVED
STATEMENTS
MAR 17 PM 5:06

B. OFFICERS (Street address only - P.O. Box NOT acceptable)

President: Jeffrey W. Hinkle

Address: 2116 Kinsmon Drive

Marietta, GA 30062

Vice President: Deborah Bass Hinkle

Address: 2116 Kinsmon Drive

Marietta, GA 30062

Secretary: Deborah Bass Hinkle

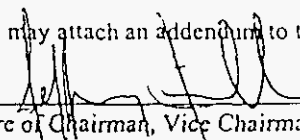
Address: 2116 Kinsmon Drive

Marietta, GA 30062

Treasurer: _____

Address: _____

NOTE: If necessary, you may attach an addendum to the application listing additional officers and/or directors.

13. 
(Signature of Chairman, Vice Chairman, or any officer listed in number 12 of the application)

14. Jeffrey W. Hinkle, President
(Typed or printed name and capacity of person signing application)

EXHIBIT "B"

PROPOSED TARIFF

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This Tariff contains the description, regulations and rates applicable to the furnishing of Intrastate Long Distance telecommunications service by DV2, Inc., 2116 Kinsmon Drive, Marietta, Georgia 30062.

This Tariff applies to services furnished within 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 the Company's principal place of business.

ALL MATERIALS IN THIS TARIFF ARE NEW

Issued: March 30, 2000

Effective:

By: Jeffrey W. Hinkle
President
DV2, Inc.
2116 Kinsmon Drive
Marietta, Georgia 30062

CHECK SHEET

Tariff sheets 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>SHEET</u>	<u>REVISION NO.</u>	<u>SHEET</u>	<u>REVISION NO.</u>
1	Original	34	Original
2	Original	35	Original
3	Original	36	Original
4	Original	37	Original
5	Original	38	Original
6	Original	39	Original
7	Original	40	Original
8	Original	41	Original
9	Original	42	Original
10	Original	43	Original
11	Original	44	Original
12	Original	45	Original
13	Original	46	Original
14	Original	47	Original
15	Original	48	Original
16	Original	49	Original
17	Original	50	Original
18	Original	51	Original
19	Original	52	Original
20	Original	53	Original
21	Original	54	Original
22	Original	55	Original
23	Original	56	Original
24	Original	57	Original
25	Original	58	Original
26	Original		
27	Original		
28	Original		
29	Original		
30	Original		
31	Original		
32	Original		
33	Original		

Issued: March 30, 2000

Effective:

By: Jeffrey W. Hinkle
President
DV2, Inc.
2116 Kinsmon Drive
Marietta, Georgia 30062

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By: Jeffrey W. Hinkle
President
DV2, Inc.
2116 Kinsmon Drive
Marietta, Georgia 30062

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SYMBOLS

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

- (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.

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. These new pages are identified in decimal format. 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 on file with the Florida Public Service Commission. For example, the 4th 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. User 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 User should refer to the latest Check List to find out if a particular page is the most current page on file with the Commission.

1 TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used throughout this tariff are defined below.

Access Code

“Access Code” means a sequence of numbers that, when dialed, connects a Customer to the Carrier associated with that sequence.

Agent

“Agent” means a person, firm, company, corporation, or other entity who is authorized to distribute Services to Customers or Users on the Company's behalf.

Authorization Code

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

Carrier

“Carrier” means a communications common carrier authorized by the Commission or by 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 2.21 hereof.

Credit Allowances

“Credit Allowances” has the meaning set forth in Section 2.21 hereof.

Credit Limit

“Credit Limit” means a credit limit placed on Customer's monthly consumption of Service pursuant to Section 2.10 hereof.

1 Technical Terms and Abbreviations (cont.)

Customer

“Customer” means the person, firm, company, corporation, or other entity that (i) pursuant to a Service Order, orders Service(s) under this Tariff, (ii) purchases a Prepaid Calling Card from the Company or its Agent, (iii) prepays the Company for use of the Services via a Prepaid Calling Card up to a pre-established credit limit, or (iv) accesses the Service by dialing the Company's Access Code.

Day

“Day” means a period of time from 8:00 A.M. to (but not including) 5:00 P.M. Monday through Friday, as measured by local time at the location from which the call is originated.

Direct Dial Service

“Direct Dial Service” means the Direct Dial Service described at Section 3.1.1 hereof.

Evening

“Evening” means a period of time from 5:00 P.M. to (but not including) 11:00 P.M., Sunday through Friday and any time during Holidays as measured by local time at the location from which the call is originated.

FCC

“FCC” means the Federal Communications Commission.

Governmental Authority

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

Holidays

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

1 Technical Terms and Abbreviations (cont.)

Inbound Toll-Free Service

“Inbound Toll-Free Service” means the Inbound Toll-Free Service described at Section 3.1.2 hereof.

Interruption

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

LEC

“LEC” means a Carrier authorized by a state Governmental Authority to provide communications service within one or more domestic local telephone exchanges.

Local Access and Transport Area (“LATA”)

“Local Access and Transport Area” (“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 services.

Night/Weekend (“N/Wkd”)

“Night/Weekend” or “N/Wkd” means a period of time from 11:00 P.M. to (but not including) 8:00 A.M. Monday through Friday, any time on Saturday, and all day Sunday except 5:00 P.M. to (but not including) 11:00 P.M., as measured by local time at the location from which the call is originated.

Other Providers

“Other Providers” means any Carriers or other service providers whose services or facilities are connected to, or used by, the Company in providing 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.

1 Technical Terms and Abbreviations (cont.)

Prepaid Calling Card

“Prepaid Calling Card” means a calling card or other tangible item which (i) contains an Authorization Code and an Access Code, (ii) is supplied by the Company or its Agents, and (iii) permits a User to use the Services up to an amount prepaid to (or up to a credit limit pre-established by the Customer with) the Company.

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 by any other Governmental Authority or which arise under any federal, state, local, foreign or international treaty, law, statute, utility code, ordinance, rule, order or decree and which are applicable to the Services or to any provision of this Tariff.

Resp-Org

“Resp-Org” or “Responsible Organization” shall mean the entity that has responsibility for the management of toll-free telephone numbers in the Service Management System (“SMS”) database, including maintaining Customer records in the SMS and accessing the SMS: (a) to search and reserve toll-free telephone numbers; and (b) to create and maintain toll-free telephone number Customer records, including call processing records.

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 communications common carrier service(s) provided under this Tariff.

Service Order

“Service Order” means a Company designated form used from time to time by Customer for ordering Service hereunder or for acquiring Prepaid Calling Cards.

1 Technical Terms and Abbreviations (cont.)

TDD

“TDD” means a Telecommunications Device for the Deaf.

Telecommunications

“Telecommunications” means the transmission of voice communications or, subject to the transmission capabilities of the Service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

Termination (Termination)

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

Travel Card Service

“Travel Card Service” means the Travel Card Services described at Section 3.1.3 hereof.

User

“User” means (i) a Customer, or (ii) any person, firm, company, corporation, or other entity who is authorized by the Customer to use Service under this Tariff, or who lawfully acquires a Prepaid Calling Card from a Customer or an Agent. For purposes of illustration, a User includes any person to whom the Customer sells or gifts a Prepaid Calling Card.

2 RULES AND REGULATIONS

The Company is a reseller of intrastate, interexchange communications common carrier services.

2.1 Undertaking of the Company

- 2.1.1 The Company shall exercise its best efforts to provide Services to Users between any and all points described herein pursuant to the terms and conditions set forth in this Tariff.
- 2.1.2 Services ordered by Customers under Service Orders will be made available for Users' use as soon as practicable after the Company's receipt of said Service Order. In the event of a conflict or inconsistency between the terms of a Service Order and those of this Tariff, the latter shall govern.
- 2.1.3 The obligations of the Company to provide Services under this Tariff are subject to the following: (i) availability, procurement, construction, and maintenance of facilities (including without limitation those facilities of Other Providers); (ii) interconnection to Other Providers' services or facilities as required; (iii) any applicable Credit Limit; or (iv) receipt of any applicable advance payment or deposit.
- 2.1.4 The Company reserves the right: (i) to discontinue or temporarily suspend Service to or from a location where the necessary facilities or equipment are not available under terms and conditions reasonably acceptable to the Company; and (ii) to block Service to any User location or to 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 Service in excess of any applicable Credit Limit or advance payment. Services may not be available from certain coin-operated or other pay telephones located on prisons, military bases and colleges for reasons including, but not necessarily limited to, the detection of fraudulent use of Services at those locations.

2.2 Responsibility and Use

- 2.2.1 Services may be used by Users for any lawful purpose, subject to the terms and conditions set forth herein and in any applicable Service Order. Subject to the limitations and conditions set forth in this Tariff, Services are available for use twenty-four (24) hours per day, seven (7) days per week.
- 2.2.2 Customer is solely responsible for (i) prevention of unauthorized, unlawful or fraudulent use of or access to Services; and (ii) administration and non-disclosure of any Authorization Codes provided by Company to Customer.
- 2.2.3 The Company's sole responsibility with respect to Travel Card Services is to make Services available to Users in accordance with Section 3.1.3 of this Tariff.
- 2.2.4 The Company's sole responsibility with respect to provision of Services in connection with Prepaid Calling Cards is to make Services available to Users using such Prepaid Calling Cards in accordance with Section 3.1.4 of this Tariff.

2.3 Compliance

- 2.3.1 The Services may not be used for any unlawful purpose whatsoever.
- 2.3.2 The Company and Customer shall (and Customer shall cause User to) comply with all applicable Regulations.

2.4 Abuse. Abuse of the Services is prohibited. The following activities constitute abuse:

- 2.4.1 Using the Service to make calls which might reasonably be expected to frighten, abuse, torment, or harass another; or
- 2.4.2 Using the Service in violation of the non-interference and signal quality restrictions set forth in Section 2.13.3; or
- 2.4.3 Acquiring or reserving an 800, 888 or 877 telephone number provided by the Company for the primary purpose of selling, brokering, bartering or releasing it to another party for a fee or other consideration; or
- 2.4.4 Using the Service (or any other telephone number advertised or widely understood to be toll free in connection with the Service) in any of the following ways:
 - 2.4.4.A With the exception of circumstances where the calling party has a presubscription or comparable arrangement or discloses a credit or charge card number during the call, in any manner that would result in: (a) assessment of a charge for completing an 800, 888 or 877 call on the calling party or on the subscriber to the line from where the 800, 888 or 877 call originated; (b) connection of the calling party to a pay-per-call service; or (c) assessment of a charge on the calling party for information conveyed during the toll free call; or
 - 2.4.4.B Calling the calling party back collect for the provision of audio or data information services, simultaneous voice conversation services or products.

2.5 Call Blocking

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

2.6 Billing and Payments

- 2.6.1 Other than prepaid services, charges for Services will be billed to Customer on a monthly (30 day) basis, in arrears, based on the Users' actual usage. Customers will not be charged for uncompleted calls.
- 2.6.2 All amounts stated on each monthly invoice are due and payable immediately upon Customer's receipt thereof; provided, however, that charges incurred for Services obtained via Prepaid Calling Cards will be first debited against the balance of the amount (if any) prepaid to the Company.
- 2.6.3 Invoices unpaid after thirty (30) days shall incur a monthly finance charge on the unpaid balance at a rate equal to the lesser of one and one-half percent (1.5%) or the maximum rate permitted by law.
- 2.6.4 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 Users, including without limitation any unauthorized, unlawful or fraudulent use or access. Customer's charges for Travel Card or Prepaid Calling Card calls are subject to any applicable limitations established by any Regulation.
- 2.6.5 Except as otherwise provided herein, 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 written notice and to any other applicable Commission Regulations. Notice, for purposes of this Section 2.6.5, is to be deemed effective upon mailing of written notice, postage prepaid, to Customer's last known address. 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. Termination by Customer for purposes of this Section 2.6.5 will be deemed effective no later than five (5) business days following the date of Company's receipt of Customer's Termination notice. 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.
- 2.6.6 With prior credit approval by the Company, Customers may be permitted to remit payment for Services by check or by credit card.

2.6 Billing and Payments (cont.)

- 2.6.6 Payphone Compensation Surcharge. In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FFF 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone used to access the Company's Services. This payphone compensation surcharge is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's Service. Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The payphone compensation surcharge applies to the initial completed call and any reoriginated call (i.e., using the “#” symbol). Whenever possible, the payphone compensation surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the payphone compensation surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone. The payphone compensation surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.
- 2.6.7 Toll Free Number Portability. If a Customer accumulates undisputed delinquent charges, the Company reserves the right not to honor that Customer's request for a change in service, including a request for Resp-Org change, until such charges are paid in full.

2.7 Taxes

- 2.7.1 All federal, state, and local excise, sales, use and similar taxes, will be billed by the Company as separate line items on Customer's invoice, and, except as otherwise set forth in Sections 2.7.2 and 3.1.4.A hereof, are not included in any quoted rates described or contained in this Tariff.
- 2.7.2 The Company reserves the right to assess a surcharge on Customer's charges for outbound Services terminating at, or inbound Services originating from, locations or addresses in those states levying, or asserting a right to levy, a gross receipts tax or similar assessment on the Company's operations or on intrastate access charges incurred by the Company in such state(s). The surcharge will be calculated pro rata based on the amount Customer's total monthly charges for Services provided to and billed to a Customer's location or Authorization Code in such state(s) bears to the Company's total monthly receipts subject to said tax or assessment in such state(s). The surcharge will appear as a line item on Customer's invoice.

2.8 Advance Payments

- 2.8.1 Recurring Advance Payments. The Company may, at its sole option and discretion, 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 to make advance payments from time to time for future 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 Regulation. The Company may, at its sole option and discretion, accept personal guarantees, bank letters of credit or surety bonds in lieu of an advance payment. 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 2.8 until such time as its credit worthiness is established to the Company's reasonable satisfaction.
- 2.8.2 Nonrecurring 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.

2.9 Deposits

The Company does not require a deposit from the Customer.

2.10 Credit Limit

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

2.11 Indemnification by Customer

2.11.1 Customer shall defend, indemnify and hold the Company 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:

2.11.1.A Libel or slander resulting from any use of the Services provided to any User hereunder;

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

2.11.1.C Except as otherwise provided by applicable Regulation, any unauthorized, unlawful, or fraudulent use of or access to the Services provided to Users.

2.12 Customer Premises Equipment ("CPE")

CPE attachment by the User is permitted under this Tariff. The Customer is responsible for ensuring that all such attached CPE must conform to the FCC's registration requirements set forth in Part 68 of the Code of Federal Regulations (as amended). The Company may discontinue the provision of Services to any location where CPE fails to conform to such Regulations.

2.13 Interconnection

- 2.13.1 The Services may be connected with services or facilities of Other Providers subject to any technical limitations applicable to the latter; provided, however, Service furnished by the Company is not part of a joint undertaking with any Other Provider.
- 2.13.2 Interconnection with the facilities or services of Other Providers is subject to 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, all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. Any interface equipment or facilities necessary to achieve compatibility between the facilities of the Company and those of Other Providers must be provided at the Customer's sole expense. Customer shall comply with all applicable terms and conditions of service provided by said Other Providers.
- 2.13.3 Customer is solely responsible for ensuring that Telecommunications signals transmitted by Users via the Services will not interfere with the operations of the Company or those of Other Providers, or with the provision or use of similar services provided by the Company or by Other Providers to any third party. All such signals must be of the proper type, bandwidth, and other technical parameters so as to neither damage the Company's or Other Providers' equipment nor degrade Service supplied to third parties. Except with respect to Services obtained through Prepaid Calling Cards, Customer must ensure:
- 2.13.3.A that all Users employ physical arrangements for protection of the Company's facilities in circumstances where the Company, in its sole opinion and discretion, deems such protection to be reasonably necessary;
- 2.13.3.B that all Users provide adequate electrical power, wiring and electrical outlets necessary for the proper operation of the Company's equipment on their premises;

2.13 Interconnection (cont.)

2.13.3.C that all equipment, facilities or Other Providers' services connected with those of the Company are constructed, operated, and maintained so as to work satisfactorily with the Services; and

2.13.3.D that all such equipment, facilities and Other Providers' services avoid hazard, damage, or injury to the Company's facilities or plant, its employees or subcontractors, or to the public.

2.13.4 Notwithstanding any other provision of this Tariff, the Company has the right to Terminate or suspend Service to any User found to be in violation of the foregoing Section 2.13.3.

2.14 Title

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

2.15 Interruption

2.15.1 Notice. The Customer must promptly notify the Company of any Interruptions in Service of which it becomes aware; provided, however, prior to giving such notice, the Customer shall ascertain that the Interruption is not being caused by any action or omission of the User or by any non-Company supplied wiring or equipment connected to the Company's facilities. The Company's obligations under this Tariff to apply Credits or Credit Allowances to Customer's account for any Interruptions are expressly conditioned upon Customer's strict compliance with this Section 2.15.1.

2.15.2 Scheduled Interruptions. The Company, without incurring any liability whatsoever, may make Scheduled Interruptions at any time (i) to ensure compliance by the Customer or User 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.

2.16 Discontinuation

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) to any applicable Regulations, for any of the following reasons:

2.16.1 by order of a Governmental Authority;

2.16.2 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 or of any other Regulations by the Customer, by any other User, or by any other person;

2.16.3 the use of Services in excess of a Customer's Credit Limit (if any) or Company's failure to receive an advance payment (if so required) for Services provided hereunder; or

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

2.17 Restoration of Services

The Company shall restore any Terminated Services in accordance with Regulation, including but not limited to charging the Customer a reconnection fee as set forth in Section 4.3.

2.18 Disclaimer

The Company will have no liability whatsoever to User, to its employees, agents, subcontractors, or assignees, or to any other person for (i) damages arising out of any Other Providers' Performance Failure, (ii) any act or omission of any third party furnishing equipment, facilities or service to any User in connection with this Tariff or with the Services, or (iii) any other act or omission of any Other Provider, User 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 PROVISION OF SERVICES HEREUNDER.

2.19 Limitation of Liability

2.19.1 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 any User or any other party in connection with the installation, provision, preemption, termination, maintenance, repair or restoration of Service, or (ii) arising from any Performance Failure, will in no event exceed an amount equal to the Service charges incurred by User for the month during which the Service was affected. Such amount will be in addition to any amounts that may otherwise be due User as Credits or Credit Allowances pursuant to the provisions of Section 2.21 hereof.

2.19.2 To the extent permitted by any applicable Regulation, the Company's liability for negligence will also be limited to the amounts described in Section 2.19.1 hereof.

2.19.3 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 2.19.1 hereof.

2.19 Limitation of Liability (cont.)

- 2.19.4 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 or use of Services hereunder.
- 2.19.5 Except as caused by its willful misconduct or negligence, the Company will not be liable for defacement of or damages to Users' 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 Users' premises to the Services, and no other Carrier or third party engaged in such activity is to be deemed an agent or employee of the Company in this undertaking.
- 2.19.6 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.

2.20 Indemnification

Subject to the limitations of liability set forth in Section 2.19 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, or on the part of its agents, employees, subcontractors or assignees, in connection with the provision or use of the Services. The indemnifying party under this Section 2.20 shall defend the other at the other's request against any such action, liability, claim or demand. The party seeking indemnification under this Section 2.20 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.

2.21 Credits and Credit Allowances

2.21.1 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 2.21.2 hereof) which (i) exceed in the aggregate twenty-four (24) hours per month, (ii) are directly caused by the Company, (iii) are not due to either equipment or wiring supplied by any person other than the Company, and (iv) are not due to the negligence or willful misconduct of the User, 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 fixed 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.

2.21.2 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, subject to the Company's collection of such Credit Allowance from the Other Provider 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 the Company receives from the Other Provider. Any other provision of this Section 2.21 notwithstanding, the Company will have no obligation to apply any credit to Customer's account for Interruptions caused by an Other Provider for which no Credit Allowance is due to the Company.

2.21 Credits and Credit Allowances (cont.)

2.21.3 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 2.21; 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 monthly recurring charges), Customer's sole and exclusive remedy in lieu of said Credits or Credit Allowances will be an immediate right to Terminate Services.

2.22 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, labor disputes, or any Regulation or other directive, action or request of any Governmental Authority.

2.23 Customer Premises

Customer shall provide, without cost to Company, all equipment, space, conduit, and electric power required to terminate the Services at the User's premises. The Customer shall arrange for the Company, or for other Carriers as required, to have access to the User'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 User, unless such damage is caused by the negligence or willful misconduct of the Company, its employees, subcontractors or agents.

2.24 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.

2.25 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.

2.26 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 Florida.

2.28 Contract Service Arrangements

At the option of the Company, Services may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this Tariff. The terms of each contract shall be mutually agreed upon between the Customer and the Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features.

2.29 Assignment

2.29.1 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.

2.29.2 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.

2.31 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:

- 2.31.1 where facilities are not presently available, and there is no other provision hereunder for the facilities to be constructed;
- 2.31.2 where facilities other than those which the Company provides are requested by the Customer;
- 2.31.3 where facilities are requested by the Customer over a route other than that which the Company serves;
- 2.31.4 when Services are requested in a quantity greater than that which the Company would normally provide to a Customer;
- 2.31.5 when Services are requested by a Customer on an expedited basis;
- 2.31.6 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.

3 DESCRIPTION OF SERVICES

3.1 Description of Services

Services consist of (i) Direct Dial Service, (ii) Inbound Toll-Free Service, (iii) Travel Card Service, (iv) Prepaid Calling Card Service, (v) Frame Relay Service, and (vi) Private Line Service as described herein.

3.1.1 Direct Dial Service is a switched, intrastate, telecommunications service which permits Users to establish communications between points within the State of Florida.

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

3.1.3 Travel Card Service is a switched, intrastate, telecommunications service which permits Users to establish communications between points within the State of Florida. Users may utilize Travel Card Service to originate outbound, direct dial calls, via Company-provided toll free telephone numbers in order to complete switched, intrastate, telecommunications calls. Travel Card Services are subject to the following terms and conditions.

3.1.3.A Unit Value. Travel Card Services may be obtained from the Company, from Agents or from Customers at various per-minute or per-unit rates as set forth in Section 4.8, inclusive of all taxes. All Travel Card calls are measured in one (1) minute increments, rounded to the next higher full minute, except as otherwise set forth herein.

3.1 Description of Services (cont.)

3.1.3.B Other Conditions of Service

- (1) Travel Card calls to 700, 800, 888, 877, 900, 950 and other similar numbers will not be completed.
- (2) Travel Cards may not be used to make operator assisted calls. However, upon request, the Company's customer service personnel will provide Customers with call completion assistance at no charge.
- (3) Travel Cards may not be used to make third party billed calls or person-to-person calls.
- (4) The Company will credit the account of a User's Travel Card for calls that are Interrupted or are subject to inadequate transmission due to Performance Failures. Credits will not apply to Interruptions which are: (a) not reported to the Company by the Customer or User within ten (10) days after the Interruption; (b) not proximately caused by the Company or its Agents, or (c) caused, in whole or in part, by the User.
- (5) Travel Card Services may be marketed in conjunction with third parties for which the Company serves as the common carrier.
- (6) Travel Card charges include per minute or per unit usage charges and may also include a per call service charge.

3.1 Description of Services (cont.)

3.1.4 Prepaid Calling Card Service Users may utilize Prepaid Calling Card Services to originate outbound, direct dial calls, via Company-provided telephone numbers in order to complete switched, intrastate, telecommunications calls. Prepaid Calling Card Services are subject to the following terms and conditions.

3.1.4.A Unit/Minute Value. Prepaid Calling Cards may be obtained from the Company, from Agents or from Customers in 60, 30 or 10 unit or minute denominations with a per-unit or per-minute value as set forth in Section 4.9, inclusive of all taxes. All Prepaid Calling Card calls are measured in one (1) minute increments, rounded to the next higher full minute.

3.1.4.B Other Conditions of Service

- (1) Prepaid Calling Card calls to 700, 800, 888, 877, 900, 950 and other similar numbers will not be completed.
- (2) Calls may only be charged against a Prepaid Calling Card that has a sufficient available balance.
- (3) Prepaid Calling Card balances will be reduced and depleted based upon User's usage. Users will be given notice (e.g., by automated operator intervention) one minute before the available card balance is depleted. When the balance is depleted, the call will be terminated.
- (4) Third party billing and person-to-person calls may not be made with Prepaid Calling Cards.

3.1 Description of Services (cont.)

- (5) Some promotional Prepaid Calling Cards are non-refundable and will expire on the date specified on the card (or on the package in which the card is included) as applicable.
- (6) The Company will credit the account of a User's Prepaid Calling Card for calls that are Interrupted or are subject to inadequate transmission due to Performance Failures. Credits will not apply to Interruptions which are: (a) not reported to the Company by the Customer or User within ten (10) days after the Interruption; (b) not proximately caused by the Company or its Agents; or (c) caused, in whole or in part, by the User.

3.1.4.C Prepaid Calling Card Recharge Option. Users of a Prepaid Calling Card may be given the option of adding additional dollar or unit values to the Prepaid Calling Card account associated with that card by payment to the Company via a major credit card. This recharge option may be available by contacting the Company's customer service department. The minute or unit value of a recharged Prepaid Calling Card is set forth in Section 4.9.

3.1 Description of Services (cont.)

3.1.5 Frame Relay Service is a form of packet switching, which uses variable length packets, to connect multiple local area networks (LANs) for data transmission. Frame Relay Service is available throughout the United States where digital local access is available. Frame Relay Service is subject to the following terms and conditions.

3.1.5.A Definitions.

- (1) Asynchronous Transfer Mode (ATM) means an international, high-speed, high-volume, packet-switched transmission protocol standard that supports integrated voice, video and data communications. ATM uses short uniform 53-byte cells to divide data into packets for ultra-fast switching through the network. The 53-byte cells contain 5-byte destination address headers and 48 data bytes.
- (2) Committed Information Rate (CIR) means the statistical measurement of throughput on a PVC over time, measured in bits per second. The CIR is the rate (i) at which the network agrees to accept data from the user, and (ii) which the network commits to transfer data under normal operating conditions.
- (3) Permanent Virtual Circuit (PVC) means the facilities used to form a communications path connecting between two ports. Although a PVC may be defined in a static manner with static parameters, it is not fixed to a stationary path through the network.
- (4) Port means a network entry or exit point on the frame relay switch that connects to the Company's frame relay network.
- (5) Service Date means the date Frame Relay Service is installed and available, or the date specified on the Customer's Service Order, whichever is later. The Service Date is the date on which all nonrecurring charges will be billed and monthly charges begin for Frame Relay Service.

3.1 Description of Services (cont.)

3.1.5.B Frame Relay - General

3.1.5.B.1 Rate Elements. Frame Relay Service has three rate elements:

- (a) local access facilities;
- (b) ports; and
- (c) a permanent virtual circuit (PVC).

3.1.5.B.2 Local Access. Local access facilities must be obtained to access Frame Relay Service. The local access facilities are ordered from the LEC. The rates for the local access facilities vary by LEC and are found in such companies' tariffs.

3.1.5.B.3 Port Speed. Port speed is selected to accommodate the various PVCs that use a particular port. The speed represents the highest attainable data rate into or out of the location at any point in time. Available speeds range from 56 Kbps to 1.536 Mbps. A frame relay port connection provides the physical interface into the network and provides the logical termination of PVCs assigned to that port.

3.1 Description of Services (cont.)

3.1.5.B.4 Permanent Virtual Circuit (PVC). The PVC connects the customer's specific end-points on the interexchange network. Each PVC is assigned a committed information rate ("CIR"), which is the average minimum data rate the network will allocate to the PVC under normal operating conditions. The data transmission rate for a PVC can be greater than the CIR when excess capacity is available on the port and on the network. When this excess capacity exists, an average data rate above the CIR may be achieved up to the port capacity. Data sent across a virtual connection in excess of that connection's CIR will be marked discard eligible in the event of network congestion, and will be delivered only if the instantaneous demand for output on a transmission channel is equal to or less than the capacity of the queue for that channel. PVC's may be either asymmetrical (one-way) or symmetrical (two-way). Symmetrical (two-way) traffic requires the use of one symmetrical PVC or two asymmetrical PVCs.

3.1 Description of Services (cont.)

3.1.5.C Minimum Service Terms

- 3.1.5.C.1 The minimum service requirement is one month for domestic service. The Customer may subscribe to Service under one, two, three, four or five year term plans. For any term plan, the rates and term discounts will be fixed for the term at the discount level below. The term will begin on the first day of the month following the date the service is installed and available. Upon expiration, the term will be automatically extended at the term plan rates and discounts for successive ninety (90) day periods, unless thirty (30) days prior to the end of the term or each such extension either (a) the Customer or the Company provides written notice to the other that it does not want such extension, or (b) the Customer subscribes to another term plan and the rates of the new term plan apply.
- 3.1.5.C.2 If additional sites are added to a Customer's Frame Relay Service after the initial subscription to a term plan, such sites will be incorporated into the Customer's term plan and will have the same termination date as the Customer's original term plan.
- 3.1.5.C.3 Existing Customers may subscribe to a new term plan for Frame Relay Service of the same or greater value prior to the end of the Customer's existing term plan without incurring any termination liability if the new term plan extends beyond the old term plan termination date by at least one year.

3.1 Description of Services (cont.)

3.1.5.C.4 “Wholesale” Discounts and Terms

Monthly Recurring	Discount Term in Years				
	<u>One</u>	<u>Two</u>	<u>Three</u>	<u>Four</u>	<u>Five</u>
\$50,000	8%	10%	12%	14%	16%
\$125,000	12%	14%	17%	19%	21%
\$250,000	14%	17%	20%	23%	25%
\$500,000	18%	21%	24%	27%	30%

3.1.5.D Termination of Frame Relay Service. Customer must provide the Company with thirty (30) days written notice before terminating Frame Relay Service. Customers terminating service prior to fulfilling their term commitment will be assessed a termination liability equal to one hundred percent (100%) of the monthly recurring charge for each access line, port and PVC Service terminated multiplied by the number of months remaining in the first year of the term plan, plus fifty percent (50%) of the monthly recurring charges for each circuit canceled multiplied by the number of months remaining in the term plan after the first year. The Customer will not have any termination liability if it subscribes to another Company service of the same or greater monthly revenues and volume, and with a term no less than the remaining months of the term plan or one year, whichever is greater, at the same time the notice of termination is received. The Customer will also be liable for a pro-rata amount of any waived installation charges based on the number of months in the term plan.

3.1 Description of Services (cont.)

3.1.6 Private Line Service is a non-switched intrastate, telecommunications service which permits Customers to connect two locations with private dedicated service at one of a number of transmission speeds. Private Line Service is offered on a point-to-point basis, and consists of (i) DS0 Service and (ii) DS1 Service. Each Private Line Service is dedicated to the Customer and Users and the entire usable bandwidth for each service is available to the Customer and Users for their exclusive use.

3.1.6.A DS0 Service is a dedicated digital channel with line speeds of 2.4, 4.8, 9.6, 56 or 64 Kbps.

3.1.6.B DS1 Service is a dedicated, high-capacity channel with a line speed of 1.544 Mbps. DS1 Service has the equivalent capacity of 24 Voice Grade circuits or 24 DS0 circuits.

3.1.6.C Other terms and conditions. Private Line Services are subject to the following terms and conditions.

- (1) Recurring charges for Private Line Service vary based on the capacity of service, the distance of service, the term plan selected and the monthly revenue commitment made by the Customer. Unless otherwise stated in the description associated with the rate element in this tariff, Private Line recurring charges are applied on a circuit basis, per DS0 equivalent. A minimum circuit charge applies, and this minimum circuit charge will vary by bandwidth.
- (2) Nonrecurring charges (NRC) are one-time only charges. NRC's may be waived for certain promotions and under the specific terms of individually-negotiated contract services.

3.1 Description of Services (cont.)

- (3) Recurring charges for services purchased under a term plan will be fixed for the life of the term. The rate level applicable throughout the term plan is based on the volume commitment specified by the Customer at the time service is ordered. Customer may terminate any circuit upon 90 days' notice; provided that if termination occurs (i) prior to the activation date agreed upon by the Company and Customer, Customer shall reimburse the Company for all costs of the implementation of such circuit; or (ii) on or after the activation date agreed upon by the Company and Customer, Customer shall pay (a) all charges for services previously rendered, along with (b) the amount due through the end of the applicable circuit lease term.

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3.1 Description of Services (cont.)

3.1.6.D Application of Rates

3.1.6.D.1 Pass-Through Charges. All charges incurred by the Company on the Customer's behalf from any LEC or Other Provider will be directly passed on to the Customer. All Private Line ancillary service charges will be priced on an individual case basis and will be subject to the terms and charges of the LEC or Other Provider.

3.1.6.E Order Change or Cancellation Policy. The Company will provide an order confirmation after the Customer places a Service Order. If the Customer changes the order, a change order charge will apply based on the scope of the change. If the Customer cancels the order, the Customer must reimburse the Company for all costs incurred prior to the cancellation. The Customer must notify the Company of service date changes 45 days prior to the due date. Service date changes may be extended by the Customer a maximum of thirty days from the due date.

3.1.6.F The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company.

3.2 Timing of Calls

3.2.1 When Billing Charges Begin and End for Phone Calls

Where the Customer's monthly charges for Services provided hereunder are based the total time the User actually uses the Services, the long distance usage charge is based upon actual usage of the Company's services; additional non-usage sensitive charges (*e.g.*, recurring or non-recurring fees) may also apply. Usage begins when the called party picks up the receiver (*i.e.*, when two-way communication, often referred to as "conversation time", is possible). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to sixty (60) seconds of ringing is allowed before it is billed as usage of the network. Usage ends when either the caller or called party hangs up.

3.2.2 Billing Increments

Except as otherwise provided herein, the minimum call duration for billing purposes is one (1) minute for a connected call. Except as otherwise provided herein, calls which last longer than one (1) minute are billed in one (1) minute increments.

3.2.3 Per Call Billing Charges

Except as otherwise provided herein, billing will be rounded up to the nearest penny for each call.

3.2.4 Uncompleted Calls

There shall be no usage charges for uncompleted calls.

3.3 Calculation of Distance

The Customer's monthly charges for Services provided hereunder are based upon either (i) the total time the User actually uses the Services (rounded to the increments set forth in herein), or (ii) the airline mileage between the originating and the terminating rate centers of each call as calculated using the V and H coordinates set forth in AT&T's FCC Tariff No. 10 on file with the FCC, and incorporated herein by reference. 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 Minimum Call Completion Rate

A User can expect a call completion rate (expressed as the quotient resulting from the number of calls completed divided by the number of calls attempted) of not less than ninety percent (90%) during peak use periods for all Feature Group D Services (*i.e.*, "1+" dialing)

4 RATES

4.1 Return Check Charge

The Customer will be charged twenty dollars (\$20.00) whenever a check or draft presented for payment of Service is dishonored by the institution upon which it is drawn.

4.2 Late Payment Charge

Invoices unpaid after thirty (30) days shall incur a monthly finance charge on the unpaid balance at a rate equal to the lesser of one and one-half percent (1.5%) or the maximum rate permitted by law.

4.3 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 User requests to be reconnected to the Services after the Company has Terminated the Services to User for any reason allowed by this Tariff.

4.4 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 Regulations and shall be approved by the Commission with specific starting and ending dates.

4.5 Miscellaneous Rates and Charges

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from, or pay to others, in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to pay telephone service providers for the use of their pay telephones to access the Company's Services.

4.6 Direct Dial Service Rates

The following rates apply to all presubscribed Direct Dial Service Customers. Calls are measured in one (1) minute increments, rounded to the next higher full minute.

Rate Plans	Day Rates	N/Wkd./Eve. Rate	Monthly Recurring Fee	Initial Set-up Fee
Plan 1	\$0.15/min.	\$0.25/min.	\$0.00	\$0.00

4.7 Inbound Toll-Free Service Rates

The following rates apply to all Customers of Inbound Toll-Free Service. Calls are measured in one (1) minute increments, rounded to the next higher full minute.

Rate Plans	Day Rates	N/Wkd./Eve. Rate	Monthly Recurring Fee	Initial Set-up Fee
Plan 1	\$0.19/min.	\$0.19/min.	\$0.00	\$0.00

4.8 Travel Card Service Rates

Rates for Travel Card Calls are as follows. Calls are measured in one (1) minute increments, rounded to the next higher full minute.

Rate Plans	Day Rates	N/Wkd./Eve. Rate	Monthly Recurring Fee	Initial Set-up Fee
Plan 1	\$0.19/min.	\$0.19/min.	\$0.00	\$0.00

4.9 Prepaid Calling Card Service Rates

Rates for calls made with a Prepaid Calling Card are as follows. Calls are measured in one (1) minute increments, rounded to the next higher full minute.

Rate Plans	Day Rates	N/Wkd./Eve. Rate	Per Call Fee
Plan 1	\$0.17/min.	\$0.17/min.	\$0.25

4.10 Frame Relay Service Rates

As described in Section 3.1.5.B of this Tariff, Frame Relay Service has three rate elements: (i) local access facilities, (ii) ports; and (iii) a permanent virtual circuit (PVC).

4.10.1 Local Access. Local access facilities must be obtained to access Frame Relay Service. The local access facilities are ordered from the LEC. The rates for the local access facilities vary by LEC and are found in such companies' tariffs.

4.10.2 Port Connection Rates

Speed (Kbps)	Monthly Rate Per Port	Nonrecurring Charges
56/64	\$130.00	\$220.00
112/128	\$236.00	\$220.00
168/192	\$255.20	\$220.00
224/256	\$275.20	\$220.00
280/320	\$339.20	\$220.00
336/384	\$400.00	\$220.00
448/512	\$508.00	\$220.00
504/576	\$544.00	\$220.00
560/640	\$580.00	\$220.00
616/704	\$616.00	\$220.00
672/768	\$680.00	\$220.00
896/1024	\$808.00	\$220.00
1120/1280	\$908.00	\$220.00
1344/1536	\$1060.00	\$220.00

4.10 Frame Relay Service Rates (cont.)

4.10.2 Permanent Virtual Circuit (PVC) Rates

4.10.2.A Asymmetrical (One-Way)

CIR (Kbps)	Monthly Rate
0	\$0.00
4	\$5.00
8	\$8.00
16	\$16.30
32	\$31.80
48	\$46.10
64	\$53.00
128	\$101.00
192	\$151.00
256	\$201.00
320	\$252.00
384	\$302.00
448	\$352.00
512	\$403.00
576	\$453.00
640	\$504.00
704	\$554.00
768	\$604.00

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4.10 Frame Relay Service Rates (cont.)

4.10.2 Permanent Virtual Circuit (PVC) Rates (cont.)

4.10.2.B Symmetrical (Two-Way)

CIR (Kbps)	Monthly Rate
0	\$0.00
4	\$10.00
8	\$16.00
16	\$32.60
32	\$63.60
48	\$92.20
64	\$106.00
128	\$202.00
192	\$302.00
256	\$402.00
320	\$504.00
384	\$604.00
448	\$704.00
512	\$806.00
576	\$906.00
640	\$1008.00
704	\$1,108.00
768	\$1,208.00

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4.11 Private Line Service Rates

4.11.1 DS0 Services

4.11.1.A Nonrecurring Charges

Service	Charge
New Order Installation	\$150.00
Change of Requested Service Date - 1st	\$0.00
Change of Requested Service Date - 2nd or More	\$200.00
Order Change (Pre-Engineering)	\$50.00
Order Change (Post-Engineering)	\$200.00
Order Cancellation (Pre-Engineering)	\$200.00
Order Cancellation (Post-Engineering)	\$200.00
Access Service Request (New or Disconnect) Processed to Underlying LEC or Interexchange Carrier - Special Access	\$250.00
Access Service Request Supplement (New or Disconnect) Processed to Underlying LEC or Interexchange Carrier	\$50.00
Order Expedite	\$200.00
Reconfiguration	\$200.00

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4.11 Private Line Service Rates (cont.)

4.11.1.B Recurring Charges

Minimum Circuit Charge: \$75.00

4.11.1.B.1 Plan 1 - Base Rate. Calls are measured in one (1) V &H DS0 mile increments, rounded to the next higher full mile.

Rate Plans	Rate
Plan 1	\$0.450/DS0 mile

4.11.1.B.2 Term Plan Discounts. Customers who subscribe to a term plan (based on volume and term commitments) shall have the following discounts applied to the base rate upon meeting all commitments specified in such term plan. Application of the discount will result in the following discounted rates. All rates listed below apply per one (1) V &H DS0 mile.

Discount %	Monthly Commitment	6 Mos.	12 Mos.	24 Mos.	36 Mos.
Base	\$0 - \$50,000.99	\$0.391	\$0.260	\$0.250	\$0.240
5%	\$50,001 - \$150,000.99	\$0.371	\$0.247	\$0.238	\$0.228
10%	\$150,001 - \$250,000.99	\$0.351	\$0.234	\$0.225	\$0.216
15%	\$250,001 - \$500,000.99	\$0.332	\$0.221	\$0.213	\$0.204
20%	\$500,001 - \$1,000,000.99	\$0.312	\$0.208	\$0.200	\$0.192
25%	Over \$1,000,000	\$0.293	\$0.195	\$0.188	\$0.180

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4.11 Private Line Service Rates (cont.)

4.11.2 DS1 Services

4.11.2.A Nonrecurring Charges

Service	Charge
New Order Installation	\$400.00
Change of Requested Service Date - 1st	\$0.00
Change of Requested Service Date - 2nd or More	\$200.00
Order Change (Pre-Engineering)	\$50.00
Order Change (Post-Engineering)	\$400.00
Order Cancellation (Pre-Engineering)	\$250.00
Order Cancellation (Post-Engineering)	\$400.00
Access Service Request (New or Disconnect) Processed to Underlying LEC or Interexchange Carrier - Special Access	\$250.00
Access Service Request Supplement (New or Disconnect) Processed to Underlying LEC or Interexchange Carrier	\$50.00
Order Expedite	\$250.00
Reconfiguration	\$600.00

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4.11 Private Line Service Rates (cont.)

4.11.2.B Recurring Charges

Minimum Circuit Charge: \$750.00

4.11.2.B.1 Plan 1 - Base Rate. Calls are measured in one (1) V &H DS0 mile increments, rounded to the next higher full mile.

Rate Plans	Rate
Plan 1	\$0.175/DS0 mile

4.11.2.B.2 Term Plan Discounts. Customers who subscribe to a term plan (based on volume and term commitments) shall have the following discounts applied to the base rate upon meeting all commitments specified in such term plan. Application of the discount will result in the following discounted rates. All rates listed below apply per one (1) V &H DS0 mile.

Discount %	Monthly Commitment	6 Mos.	12 Mos.	24 Mos.	36 Mos.
Base	\$0 - \$50,000.99	\$0.156	\$0.104	\$0.102	\$0.100
5%	\$50,001 - \$150,000.99	\$0.148	\$0.099	\$0.097	\$0.095
10%	\$150,001 - \$250,000.99	\$0.140	\$0.094	\$0.092	\$0.090
15%	\$250,001 - \$500,00.99	\$0.133	\$0.088	\$0.087	\$0.085
20%	\$500,001 - \$1,000,000.99	\$0.125	\$0.083	\$0.082	\$0.080
25%	Over \$1,000,000	\$0.117	\$0.078	\$0.077	\$0.075

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4.12 Payphone Compensation Surcharge

Customer-dialed 800, 888, 877 and "101XXXX" calls originated from pay telephones to obtain access to the Company's Services will incur a per-call surcharge of \$0.30.

4.13 Directory Assistance

The Company does not provide directory assistance. Access to long distance directory assistance may be obtained by dialing 1+(area code)+555-1212. User will be charged (or Customer will be billed) \$0.75 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.

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4.14 Rates for the Handicapped

4.14.1 Directory Assistance

There shall be no charge for up to fifty (50) calls per billing cycle from lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of fifty (50) within a billing cycle.

4.14.2 Hearing and Speech Impaired Persons

Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

4.14.3 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 percent (50%) off of the otherwise applicable rate for a voice nonrelay call, except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted sixty percent (60%) 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.

4.15 Application Periods

The following application periods apply to the rates established in this Section 4.

MON.	TUES.	WED.	THU.	FRI.	SAT.	SUN.
------	-------	------	------	------	------	------

8:00 AM	Day Rate Period	N/Wkd
to		
5:00 PM	-----	-----

5:00 PM	Evening Rate Period	N/Wkd Eve.
to		
11:00 PM	-----	-----

11:00 PM	Night/Weekend Rate Period	
to		
8:00 AM	-----	

4.16 Holiday

On Holidays the rate applicable is the Evening rate unless a lower rate would normally apply.

4.17 Computation of Charges

- 4.17.1 Calls will be billed in increments of either (i) an initial thirty (30) seconds period and additional periods of six (6) seconds, (ii) an initial sixty (60) seconds period and additional periods of thirty (30) seconds, or (iii) an initial one (1) minute period and additional periods of one (1) minute, as set forth herein. Where answer supervision is available, the time of each call begins as set forth in Subsection 4.17.2 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.
- 4.17.2 Where answer supervision is available, the time of a call begins when the called station is answered, as determined by the standard industry methods selected by the applicable Other Provider. 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.



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THREE RAVINIA DRIVE

ATLANTA, GEORGIA 30346-2117

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March 28, 2000

DEPOSIT

DATE

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MAR 31 2000

VIA OVERNIGHT DELIVERY

Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

000385-TI

Re: Application of DV2, Inc. for a Certificate of Authority to Provide Interexchange Telecommunications Service ("Application")

Dear Sir or Madam:

Enclosed are the original and seven (7) copies of the 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 the Application.

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

Sincerely,

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

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

2244

3/27/2000

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.



Filing Fee

MEMO

DOCUMENT NO.
03969-00
3-30-00

⑈002244⑈