

EARLY, LENNON, PETERS & CROCKER, P.L.C.

ATTORNEYS AT LAW
900 COMERICA BUILDING
KALAMAZOO, MICHIGAN 49007-4752
TELEPHONE (616) 381-8844
FAX (616) 349-8525

GEORGE H. LENNON
DAVID G. CROCKER
HAROLD E. FISCHER, JR.
LAWRENCE M. BRENTON
GORDON C. MILLER

BLAKE D. CROCKER
ROBERT M. TAYLOR
PATRICK D. CROCKER
ANDREW J. VORBRICH†
ROBERT G. LENNON††

OF COUNSEL

VINCENT T. EARLY
THOMPSON BENNETT
JOHN T. PETERS, JR.

JOSEPH J. BURGIE
(1926 - 1992)

† Also admitted in Iowa
†† Also admitted in New York, Illinois and Washington, D.C.

June 9, 2000

Florida Public Service Commission
Division of Administration
2540 Shumard Oak Blvd.
Gunter Building
Tallahassee, Florida 32399-0850

000706-TI

Re: NTEGRITY TELECONTENT SERVICES INC.

Dear Sir:

Enclosed herewith for filing with the Commission, please find an original and 6 copies of the above captioned corporation's APPLICATION FOR AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICES WITHIN THE STATE OF FLORIDA, along with a check in the amount of \$250.00 to cover filing fees relating to same.

Also enclosed is an exact duplicate of this filing. Please stamp the duplicate received and return same in the self-addressed stamped envelope attached thereto.

Please contact me if you have additional questions or concerns.

Very truly yours,

EARLY, LENNON, PETERS & CROCKER, P.C.

Patrick D. Crocker
PDC/pas

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

Initials of person who forwarded check:

[Handwritten initials]

MICHIGAN
12 JUN 21 2000

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

07123 JUN 12 8

FPSC-RECORDS/REPORTING

FLORIDA PUBLIC SERVICE COMMISSION

NTEGRITY TELECONTENT SERVICES, INC.)
APPLICATION FOR AUTHORITY TO PROVIDE) Case No: ___
INTEREXCHANGE TELECOMMUNICATIONS)
SERVICES WITHIN THE STATE OF FLORIDA)

APPLICATION

1. Select what type of business your company will be conducting (check all that apply):
- Facilities based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
 - Operator Service Provider** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
 - Reseller** - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
 - Switchless Rebiller** - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carriers. 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 discount plans from certain underlying carriers. Then offers the resold service by enrolling unaffiliated customers.
 - Prepaid Debit Card Provider** - any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

DOCUMENT NUMBER-DATE

07123 JUN 12 8

FPSC-RECORDS/REPORTING

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

- Original Authority** (New Company)
- Approval of Transfer** (To another certified company).
- Approval of Assignment of existing certificate**
(To an uncertificated company).
- Approval for transfer of control** (To another certificated company).

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

NTEGRITY TELECONTENT SERVICES, INC.

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

NTEGRITY TELECONTENT SERVICES, INC.

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

250 S. President Street
Baltimore, MD 21202

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

NOT APPLICABLE

7. Structure of organization:

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

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

- (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 certified telephone. 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: **F00000002758**

Applicant has the authority to transact business within the state of Florida. A copy of Applicant's Articles of Incorporation, and Certificate of Authority to transact business within Florida appears as Exhibit A.

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

**CT Corporation System
1200 South Pine Island
Plantation, FL 33324**

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

Fictitious name registration number: _____

(d) Indicate if any of the officers, directors, or 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.

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

NOT APPLICABLE

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

- (a) The application:

**Patrick D. Crocker, Attorney
EARLY, LENNON, PETERS & CROCKER, P.L.C.
900 Comerica Building
Kalamazoo, Michigan 49007
(616) 381-8844**

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

**A. Keith Machen
NTEGRITY TELECONTENT SERVICES, INC.
250 S. President Street
Baltimore, MD 21202
(410) 528-8900**

- (c) Tariff:

**Patrick D. Crocker, Attorney
EARLY, LENNON, PETERS & CROCKER, P.L.C.
900 Comerica Building
Kalamazoo, Michigan 49007
(616) 381-8844**

- (d) Complaints/Inquiries from customers:

**Jeff Morrison
NTEGRITY TELECONTENT SERVICES, INC.
250 S. President Street
Baltimore, MD 21202
(410) 528-8900**

11. List the states in which the applicant:

(a) Has operated as an interexchange carrier.

Maryland, Michigan, New Jersey, Pennsylvania

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

Wisconsin, Illinois, Arizona, Louisiana, Washington, D.C., Georgia, North Carolina, Ohio, Texas, Indiana, Kentucky, Missouri, Alabama, and Tennessee.

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

New York, Virginia, and Massachusetts.

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

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

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

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

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

Applicant has never been involved in Civil court proceedings with an interexchange carrier, local exchange company, or other telecommunications entity.

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

- | | | | |
|-------------------------------------|-------------------------|--------------------------|------------|
| <input 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: <u>N/A</u> | | |

13. Do you have a marketing program?

Yes

14. Will your marketing program:

- Pay commissions?
- Offer sales franchise?
- 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.).

The company will offer commission and other sales incentives to authorized agents to market the Company services to commercial and residential customers.

16. Who will receive the bills for your services (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 & motels. | <input type="checkbox"/> Hotel & 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 the name and phone number) and how is this information provided?

Yes.

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

**Custom Call Data Systems
1001 S. Whitney Way
Madison, WI 53711**

18. Please provide all available documentation demonstrating that the applicant has the following capabilities to provide interexchange telecommunications service in Florida.

A. Financial capability.

Regarding the showing of financial capability, the following applies:

The application should contain the applicant's financial statements for the most recent 3 years, including:

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

Applicant attaches financial statements as Exhibit B.

Further, a written explanation, which can include supporting documentation, regarding the following should be provided to show financial capability.

1. Please provide documentation that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.

Applicant has sufficient financial capability to provide the requested service in the geographic areas proposed to be served. Applicant's operating revenue will provide Applicant with sufficient financial resources to provide service in the proposed areas. Applicant will require additional funding to offer services contemplated within the Application. Should Applicant require additional funding for Applicant's operations in Florida, Applicant's principal shall make \$25,000.00 available to Applicant.

2. Please provide documentation that the applicant has sufficient financial capability to maintain the requested service.

Applicant has sufficient financial capability to provide the requested service in the geographic areas proposed to be served. Applicant's operating revenue will provide Applicant with sufficient financial resources to provide service in the proposed areas. Should Applicant require additional funding for Applicant's operations in Florida, Applicant's principal shall make \$25,000.00 available to Applicant.

3. Please provide documentation that the applicant has sufficient financial capability to meet its lease or ownership obligations.

Applicant will operate as a switchless reseller. Applicant will not own or lease any facilities to provide the services proposed within the Application.

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

If available, the financial statements should be audited financial statements.

If the applicant does not have audited financial statements, it shall be so stated. The unaudited financial statements should then be signed by the applicant's chief executive officer and chief financial officer. The signatures should affirm that the financial statements are true and correct.

- B. Managerial capability.

Resumes of Applicant's officers appear as Exhibit C.

- C. Technical capability.

As a switchless reseller, Applicant will rely upon the technical capability of the underlying facilities based carrier. The commission has determined that Applicant's underlying facilities based carrier has the technical capability to provide the proposed services.

19. Please submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25024.485 (example enclosed).

Applicant's proposed Tariff is attached hereto as Exhibit D.

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

- MTS with distance sensitive per minutes 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 if FGB
- Method of access is FGB
- 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 ex. 1.544 ms., 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

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

1+

22. _____ Other:

****APPLICANT ACKNOWLEDGMENT STATEMENT****

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of one and one-half percent of 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 LEC's 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 may provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange telephone service.
7. **ACCURACY OF APPLICATION:** By my signature below, I attest to the accuracy of the information contained in this application and associated attachments.

5/15/00
DATE



Dwayne E. Goldsmith, President

****APPENDIX B****

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

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

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



Dwayne E. Goldsmith, President
NTEGRITY TELECONTENT SERVICES, INC.

5/15/02
Date

EXHIBIT A

Articles of Incorporation

and

Certificate of Authority to Transact Business



MAR 13 1998

(For filing office use)

Secretary of State

(For filing office use)

No. 15498-98

IMPORTANT: Read instructions on reverse side before completing this form.
TYPE OR PRINT (BLACK INK ONLY)

Dean Helmer
DEAN HELMER, SECRETARY OF STATE

1. NAME OF CORPORATION: INTEGRITY TELECONTENT SERVICES, INC.
2. RESIDENT AGENT: (designated resident agent and his STREET ADDRESS in Nevada where process may be served)

Name of Resident Agent: The Corporation Trust Company of Nevada

Street Address: One East First Street Reno, Nevada 89501
Street No. Street Name City Zip

3. SHARES: (number of shares the corporation is authorized to issue)
Number of shares with par value: _____ Par Value: _____ Number of shares without par value: 4,000,000

4. GOVERNING BOARD: Shall be styled as (check one): Directors _____ Trustees _____
The FIRST BOARD OF DIRECTORS shall consist of 2 members and the names and addresses are as follows (attach additional pages if necessary):
DUAYNE E. GOLDSMITH 1465 Clark Street Chicago IL 60603
Name Address City/State/Zip
A. KEITH MACHEN 401 E. 32nd Street, Chicago, IL 60616
Name Address City/State/Zip

5. PURPOSE (optional - see reverse side): The purpose of the corporation shall be:

6. OTHER MATTERS: This form includes the minimal statutory requirements to incorporate under NRS 78. You may attach additional information pursuant to NRS 78.037 or any other information you deem appropriate. If any of the additional information is contradictory to this form it cannot be filed and will be returned to you for correction. Number of pages attached _____

7. SIGNATURES OF INCORPORATORS: The names and addresses of each of the incorporators signing the articles: (signature must be notarized)
(Attach additional pages if there are more than two incorporators.)
JEROME A. SIEGAN, ESQ.

Name (print) _____
111 West Washington St. Suite 1700
Address _____ City/State/Zip
Chicago, IL 60602
Jerome A. Siegan
Signature _____

Name (print) _____
Address _____ City/State/Zip
Signature _____

State of Illinois County of Cook
This instrument was acknowledged before me on
March 12, 19 98, by
Jerome A. Siegan
Name of Person

State of _____ County of _____
This instrument was acknowledged before me on
_____, 19 _____, by

Name of Person

as incorporator INTEGRITY TELECONTENT SERVICES, INC.
of _____
(name of party on behalf of whom instrument was executed)

as incorporator _____
of _____
(name of party on behalf of whom instrument was executed)

Julie A. Fox
Notary Public Signature
NOTARIAL SEAL
JULIE A. FOX
Notary Public, State of Illinois
My Commission Expires 02/09/2001

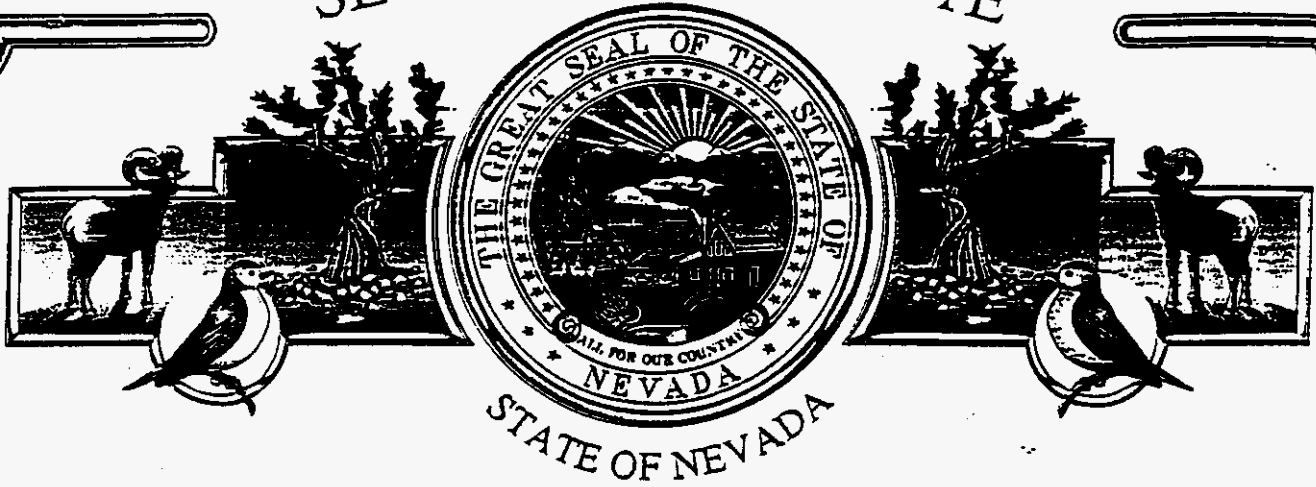
Notary Public Signature _____
(affix notary stamp or seal)

8. CERTIFICATE OF ACCEPTANCE OF APPOINTMENT OF RESIDENT AGENT
The Corporation Trust Company of Nevada hereby accepts appointment as Resident Agent for the above named corporation.

The Corporation Trust Company of Nevada By:
[Signature]
Signature of Resident Agent (Assistant Secretary)

3/13/98
Date

SECRETARY OF STATE



CORPORATE CHARTER

I, DEAN HELLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that NTEGRITY TELECONTENT SERVICES, INC. did on March 13, 1998 file in this office the original Articles of Incorporation; that said Articles are now on file and of record in the office of the Secretary of State of the State of Nevada, and further, that said Articles contain all the provisions required by the law of said State of Nevada.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office, in Carson City, Nevada, on March 16, 1998.



Dean Heller

Secretary of State

By

[Signature]

Certification Clerk

State of Florida



Department of State

I certify from the records of this office that NTEGRITY TELECONTENT SERVICES INC., is a corporation organized under the laws of Nevada, authorized to transact business in the State of Florida, qualified on May 11, 2000.

The document number of this corporation is F00000002758.

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 May, 2000



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

EXHIBIT B

Financial Statements

Ntegrity Telecontent Services, Inc.
Income Statement
For the Month and Period Ended March 31, 1999

	Month Ending 3/31/99			YTD Ending 3/31/99		
	Actual	Projected	Difference	Actual	Projected	Difference
Total Billable Revenue	457,508	617,588	(160,080)	1,679,446	1,549,673	129,773
Less: Allowances	<u>(5,847)</u>	<u>(21,615)</u>	<u>15,768</u>	<u>(12,150)</u>	<u>(54,238)</u>	<u>42,088</u>
Net Billable Revenues	451,661	595,973	(144,312)	1,667,296	1,495,435	171,861
Cost of Revenues	<u>408,503</u>	<u>488,698</u>	<u>(80,195)</u>	<u>1,323,515</u>	<u>1,226,257</u>	<u>97,258</u>
Gross Margin	43,158	107,275	(64,117)	343,781	269,178	74,603
GM %	9.6%	18.0%		20.6%	18.0%	
Sales Expenses	565	81,187	(80,622)	208,797	243,562	(34,765)
General & Administrative Expenses						
Executive Salaries	30,400	59,583	(29,183)	83,270	178,750	(95,480)
Administrative Salaries	17,134	-	17,134	56,348	-	56,348
Benefits	6,645	12,960	(6,315)	19,908	38,880	(18,972)
Rent	5,862	6,021	(159)	17,585	18,063	(478)
Telephone and Utilities	16,238	2,500	13,738	46,868	7,500	39,368
Advertising and Promotions	2,999	15,349	(12,350)	13,469	40,995	(27,526)
Maintenance and Repairs	2,356	-	2,356	7,550	-	7,550
Travel and Entertainment	4,670	3,500	1,170	10,105	10,500	(395)
Equipment Rental	924	1,500	(576)	1,848	4,500	(2,652)
Insurance	970	2,000	(1,030)	2,484	6,000	(3,516)
Bank Fees	151	-	151	216	-	216
Professional Services	14,906	4,083	10,823	61,161	12,249	48,912
Training	804	-	804	804	-	804
Office Supplies and Postage	4,037	1,000	3,037	11,446	3,000	8,446
Personal Property Taxes	1,000	1,000	-	3,000	3,000	-
Miscellaneous	607	-	607	5,717	-	5,717
Bad Debt Expense	150,000	-	150,000	550,000	-	550,000
G&A Expenses	<u>259,703</u>	<u>109,496</u>	<u>150,207</u>	<u>891,779</u>	<u>323,437</u>	<u>568,342</u>
EBITDA	(217,110)	(83,408)	(133,702)	(756,795)	(297,821)	(458,974)
EBITDA %	-48.1%	-14.0%		-45.4%	-19.9%	
Depreciation	3,670	515	3,155	10,159	1,544	8,615
Amortization	<u>1,168</u>	<u>2,000</u>	<u>(832)</u>	<u>3,505</u>	<u>6,000</u>	<u>(2,495)</u>
Operating Income (EBIT)	(221,948)	(85,923)	(136,025)	(770,459)	(305,365)	(465,094)
Interest Expense, net	<u>7,617</u>	<u>18,667</u>	<u>(11,050)</u>	<u>43,147</u>	<u>53,667</u>	<u>(10,520)</u>
Pretax Income	(229,565)	(104,590)	(124,975)	(813,606)	(359,032)	(454,574)
Income Tax	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Income	<u>(229,565)</u>	<u>(104,590)</u>	<u>(124,975)</u>	<u>(813,606)</u>	<u>(359,032)</u>	<u>(454,574)</u>

Ntegrity Telecontent Services, Inc.
Balance Sheet
As of February 28 and March 31, 1999

ASSETS	<u>Feb-99</u>	<u>Mar-99</u>
Current:		
Cash	169,271	141,359
Accounts Receivable, net	734,612	1,049,534
Expense Advances	-	-
Unbilled Revenues	796,913	639,698
Prepaid Expenses	<u>84,219</u>	<u>90,889</u>
Total Current Assets	1,785,015	1,921,480
 Furniture & Capital Equipment	 139,987	 155,261
Less: Depreciation	<u>(22,058)</u>	<u>(25,728)</u>
Net Furniture & Capital Equipment	117,929	129,533
 Deposits	 27,246	 27,246
Capitalized Financing Costs, net	<u>60,759</u>	<u>59,591</u>
 Total Assets	 <u>1,990,949</u>	 <u>2,137,850</u>
 LIAB. AND EQUITY		
Current:		
Accounts Payable	1,282,335	1,584,059
Accrued Expenses	227,033	206,253
Accrued Interest	79,917	101,578
Customer Deposits	200	400
Taxes Payable	<u>137,097</u>	<u>160,619</u>
Total Current Liabilities	1,726,582	2,052,909
 Senior Debt	 1,750,000	 1,800,000
Lease Liability	26,601	25,958
Deferred Rent	11,227	12,009
Deferred Tax Liability	<u>-</u>	<u>-</u>
Total Liabilities	3,514,410	3,890,876
 Common Equity	 10,000	 10,000
Retained Earnings	<u>(1,533,461)</u>	<u>(1,763,026)</u>
Total Equity	<u>(1,523,461)</u>	<u>(1,753,026)</u>
 Total Liabilities and Equity	 <u>1,990,949</u>	 <u>2,137,850</u>

Ntegrity Telecontent Services, Inc.
Statement of Cash Flows
For the Months Ended February 28 and March 31, 1999

	<u>Feb-99</u>	<u>Mar-99</u>
Funds From (Used by) Operating Activities:		
Net Income Available to Common	(318,335)	(229,565)
Depreciation/Amortization	4,404	4,837
Deferred Tax Liability	-	-
Deferred Rent	782	782
Change in Current Assets and Current Liabilities:		
Accounts Receivable	(246,479)	(314,922)
Expense Advances	431	-
Unbilled Receivables	(32,641)	157,215
Prepaid Expenses	55,482	(6,669)
Accounts Payable	366,063	301,724
Accrued Expenses	(11,000)	(20,780)
Interest Payable	17,500	21,661
Customer Deposits	-	200
Taxes Payable	<u>50,866</u>	<u>23,522</u>
Total Changes in Current Assets and Current Liabilities	200,222	161,951
 Funds From Operations	 (112,927)	 (61,995)
Funds From (Used by) Investing Activities:		
Furniture and Fixtures Purchases	(1,800)	(15,274)
Deposits	<u>-</u>	<u>-</u>
Funds From (Used by) Investing Activities	(1,800)	(15,274)
Funds From (Used by) Financing Activities:		
Equity Issued	-	-
Debt Issued	200,000	50,000
Lease Liability	-	(643)
Debt Repayments	-	-
Capitalized Financing Costs	<u>-</u>	<u>-</u>
Funds From (Used by) Financing Activities	<u>200,000</u>	<u>49,357</u>
Net Change in Cash	85,273	(27,912)
Beginning Cash	<u>83,998</u>	<u>169,271</u>
Ending Cash (Revolver)	<u>169,271</u>	<u>141,359</u>

Ntegrity Telecontent Services, Inc.
Cost of Revenues Detail
For the Month and Period Ended March 31, 1999

	<u>Month</u>	<u>YTD</u>
ILEC Network	264,703	971,117
Long Distance Network	65,087	107,926
Calling Card / Voice Mail	4,938	7,163
Wages - Provisioning	30,211	86,184
Fringes - Provisioning	4,046	12,537
Temporary Labor	19,328	82,326
Bill Processing	19,440	52,853
Tariff Research	-	1,159
Tax Compliance Service	<u>750</u>	<u>2,250</u>
Total Cost of Revenues	<u>408,503</u>	<u>1,323,515</u>

Ntegrity Telecontent Services, Inc.
Accounts Receivable Rollforward
For the Month Ended March 31, 1999

Accounts Receivable, 2/28/99	1,245,498
Add: Billings	696,913
Add: NSF Checks	1,146
Add: Deposit Recorded as Collection	200
Less: Collections	(227,537)
Less: Customer Adjustments	(5,864)
Less: Bad Debts Written Off	<u>(11,893)</u>
Accounts Receivable, 3/31/99	<u>1,698,463</u>
Reserve for Allowances, 2/28/99	(10,886)
Add: Allowance Expense	(5,800)
Less: Adjustments Given	<u>5,864</u>
Reserve for Allowances, 3/31/99	<u>(10,822)</u>
Reserve for Bad Debts, 2/28/99	(500,000)
Add: Bad Debt Expense	(150,000)
Less: Bad Debts Written Off	<u>11,893</u>
Reserve for Bad Debts, 3/31/99	<u>(638,107)</u>
Accounts Receivable, net, 3/31/99	<u>1,049,534</u>

EXHIBIT C

Officer's Resumes

Dwayne E. Goldsmith, P.E.

Mr. Goldsmith is an executive with over 18 years experience in the telecommunications and information industries. Mr. Goldsmith has extensive experience in several aspects of management in Fortune 500 and small company business environments. His experience includes strategic planning, marketing, sales, software development, and line operations management. As an executive with Ameritech, Mr. Goldsmith served as President of the \$400 million Pay Phone unit, and was a Vice-President on the launch team that designed the business unit that sells services to telecommunications resellers and information providers. He has also operated a systems integration software company, and started several technology businesses in the multimedia software, voice services, and consulting environments. He is versed in operations management, and is a recognized leader in the application of process management, re-engineering, and quality management environments. Listed is a synopsis of the positions held by Mr. Goldsmith throughout his career:

CEO, Ntegrity Telecontent Services, Inc. (1/96 – Present)

Conceived and created a business enterprise to markets telecontent services, including long distance, paging, internet, voice-mail, cellular, and local services to small business customers across the United States. Accomplishments include building the senior management team, interfacing with the investment community, and formulating business and marketing strategy.

President – Pay Phone Services, Ameritech (7/95 – 12/95)

Managed the \$400 million business unit responsible for the sale and operation of public communication products, including over 260,000 pay telephones, pre-paid cards, and voice verification technology used for home incarceration and remote time keeping. Refocused the mission of the organization - to sell network transactions instead of just pay phones - in order to combat erosion of the market due to cellular growth and network bypass. Managed the unit, which was the most competitively challenged within the corporation, to its highest profitability level and its lowest cost structure. Functions managed within the unit included: strategy, marketing, premise sales, telemarketing sales, service center, installation and maintenance, collecting, purchasing and inventory management. This unit included over 1,200 line and staff employees.

Vice President – Information Industry Services, Ameritech (6/93 – 7/95)

Launched a new business unit dedicated to selling telecommunications services to third party information providers such as telemanagement companies, centrex, paging and cellular resellers; on-line services and internet firms; alarm and CATV companies; and, multimedia software companies. Personally selected and developed a team of over 100 marketing, sales, business development and service professionals, while growing business revenue and profitability by 30% annually. Created business plans and strategic alliances to launch new lines of business in the systems integration and multimedia software areas. Designed and implemented start-up ventures that acquired over 35,000 voice mail services in 45 days. Created the first two Limited Liability Corporations within Ameritech in order to enter the building automation industry and the electric utility automation business.

General Manager – Bell Public Markets, Ameritech Michigan (1/91 – 6/93)

Managed the \$100 million public phone line of business; maintained and marketed the four million record customer database. Grew revenue in a market previously assumed to be eroding due to competition. Implemented Total Quality Management principals throughout the public organization. A Malcolm Baldrige Senior Examiner recognized the unit as the most well managed organization within Ameritech. Served as co-leader of the corporate planning teams that restructured and launched the Ameritech Small Business Unit.

Director – Major Account Marketing & Sales, Michigan Bell (6/88 – 1/91)

Managed a team of 60 professionals responsible for the sale of telecommunications networks to the top ten percent of Ameritech Michigan's business customers, such as General Motors, Chrysler, and The Detroit Medical Center. Exceeded revenue targets by over 42%, and implemented the largest digital network in

Ameritech's history. Designed and implemented a \$1.5 million marketing information, decision support, office automation, and electronic bonding system for the organization.

Director – Management Information Services, Michigan Bell (1/86 – 6/88)

Managed a team of consultants and computer analysts responsible for the creation of mission critical networks and systems for the marketing, network, finance, and computer operations areas within Ameritech. Responsibilities included system analysis, design, and project management. Completed over 80 system integration projects valued at over \$22 million.

Business Developer, Syndeco - Detroit Edison Subsidiary (1/85 – 1/86)

Developed market entry strategies for Detroit Edison to enter the consulting engineering business in order to diversify utility operations. Evaluated new business opportunities for strategic fit within the corporate portfolio, and designed plans to enter two new businesses.

Corporate Planner, Detroit Edison (12/83 – 1/85)

Created business strategies for Detroit Edison's entry into the telecommunications business as a provider of long distance and local bypass services. Completed the industry evaluation, developed market entry strategy, and formulated sales tactics for the corporation. Created economic development strategies for the State of Michigan in partnership with several local business development organizations.

Systems Engineer, Detroit Edison (5/79 – 12/83)

Designed and created leading edge software systems that modeled high voltage power lines, thermal characteristics of dwellings, and electromagnetic phenomena associated with high voltage power lines. Designed and developed hardware and software for prototype data acquisition systems to monitor and control electrical system components. Managed a team of design engineers on the Fermi II Nuclear Power Plant project.

Partner, Strategic Information Systems, Incorporated (1982 – 1985)

Owned and operated a consulting firm for three years. The firm designed computer networks and relational databases that enabled clients to leverage technology for competitive advantage. Created systems in the telecommunications, automotive, accounting, and project management areas.

Adjunct Professor, Wayne State University (1991 – 1993)

Served as Professor in the College of Engineering for two years. Instructed graduate and undergraduate students in the areas of reliability, quality and statistics. Published and presented several papers on the implementation of quality systems in service industries.

Mr. Goldsmith received his MBA in Marketing and Computer Information Systems from The University of Michigan, and his BS in Electrical and Computer Engineering from Wayne State University. He has held leadership positions in several academic and professional associations and is a Registered Professional Engineer.

Theresa A. Osborne

Ms. Osborne invested 25 years of her career as an operations manager, and corporate executive in the Bell System. She managed the entire Computer Operations Division for Ameritech Michigan. Through her staff of over 400 employees and a \$200 million budget, she was responsible for all corporate mainframe, departmental mini-computer, and wide area networks. Ms. Osborne was personally responsible for conceiving and introducing desktop departmental computing to the corporation. She has extensive knowledge of operational systems that perform mission critical functions throughout a telecommunication's company value chain. Ms. Osborne was also responsible for over 2,000 employees as the leader of Ameritech Michigan's operator services organization. This was one of the largest and most complex call centers in the country. Ms. Osborne has been an entrepreneur in the consulting industry for the past four years. Her accomplishments include starting a voice mail business, creating three telemarketing centers, creating process re-engineering educational workshops, building organizational consulting models, and instituting quality and process management techniques into a variety of businesses. Ms. Osborne also has, as a result of her experience in the voice mail business, extensive knowledge of the third party resale environment, including an intimate knowledge of RBOC order entry and subscription billing systems. Her operations management expertise resulted in the acquisition of over 25,000 voice mail customers within 60 days. Her career is detailed by the following accomplishment summaries:

Vice President – Operations, Ntegrity, LLC (8/96 – Present)

Created the overall control and process management strategy for the operations plan. Structured and prototyped work-at-home telemarketing efforts in anticipation of a future rollout. Ms. Osborne is the primary interface with contracted programming resources, and has managed the voice mail product delivery mechanisms, and subscription billing processes.

President, TAO Consulting (7/93 – Present)

Created operating procedures and structure the sales effort for a voice mail business in the Michigan area. Consulted with two additional voice mail providers to create operating programs and sales strategies. Acquired over 25,000 voice mail customers within two months. Additionally, she consulted with Ameritech and assisted with the launch of an international telemarketing center designed to sell voice mail products. Performed over 25 successful engagements primarily in the operations management, computer information systems, and organizational design areas.

General Manager – Operator Services, Ameritech Michigan (7/91 – 7/93)

Managed a team of 2100 employees and an annual budget of \$100 million to record setting quality and expense results. Instituted process management systems, and technology improvements to increase efficiency by over 14% in one year. Launched several new advertising campaigns targeted at consumers that contact information or dialing assistance services.

Senior Quality Director, Ameritech (1/91 – 7/91)

Introduced total quality management and process management principals into the Public Markets Organization of Ameritech. Instituted several unique designs to reduce defects in the production of white pages phone books, the delivery of information services, and the sale of operator services.

Division Manger – Operator Services, Michigan Bell (1/89 – 1/91)

Managed the operator services functions for the Michigan area. Published over 30 White Pages Directories for the Michigan area on an annual basis.

Division Manager – Computer Operations, Michigan Bell (12/84 – 1/89)

Responsible for the operation of all mission critical applications and systems for the company. Managed all corporate mainframe, departmental systems and local area networks. Served all business office, network, installation & maintenance, finance, and marketing personnel with over 400 technical employees and an annual budget of over \$200 million. Managed the integration of the first client /server wide area network in the Ameritech Corporation.

District Manager – Information Systems, Michigan Bell (7/78 – 12/84)

Managed all system development and maintenance programming for third and fourth generation legacy systems in the company. Responsible for every program enhancement or business transaction throughout the company.

Manager – Information Systems, Michigan Bell (6/71 – 7/78)

Managed a team of analysts that developed network information, billing, and accounting systems for the company.

Systems Analyst – Accounting Operations, Michigan Bell (7/68 – 6/71)

Performed maintenance and development work in a variety of programming languages for the corporate billing and accounting systems.

Ms. Osborne holds an MBA from the Michigan State Advanced Management Program, and a Bachelor of Science in mathematics from Central State University. She has completed extensive education in computer systems management, executive education, and quality deployment.

Keith Machen, Esq.

Mr. Machen is an attorney and a business development professional with over ten years experience in the legal and business community. He has extensive experience in the telecommunications industry, including the interactive services, internet, control systems, and information content areas. He is versed in several facets of the regulatory/legal aspects of telecommunications, including MFJ issues, the 1996 Telecommunications Act, technical contract execution, acquisitions, and intellectual property. He has held positions in a boutique legal practice, where he executed several transactions in the information and broadcasting industries. Mr. Machen has also served as manager of business development in the Information Industry Services Unit of Ameritech, where he developed several new lines of business. An overview of Mr. Machen's follows:

Vice President and General Counsel, Ntegrity Telecontent Services, Inc. (3/96 - Present)

Developed a business plan to enter the telecommunications industry as a bundled service provider, with an emphasis on long distance resale. Personally architected legal strategies to leverage tariffs of partners to facilitate entry into national markets, while protecting the title to customers. Negotiated multiple contracts in preparation for the launch of business via acquisition. Created investment banking relationships to secure funding. Designed contract enforcement strategies to address customer attrition effectively.

Manager of Business Development - Information Industry Services (2/95 - 3/96)

Managed the business development activities for a business unit dedicated to selling telecommunications services to third party information providers such as centrex, paging and cellular resellers; on-line services and internet firms; alarm and CATV companies; and, multimedia software companies. Executed business strategies to enter the multimedia software, energy monitoring, directory publishing, internet content, and resale businesses. During tenure as manager of the business development unit, revenues grew by over 70%. Facilitated business development opportunities for joint ventures with a large electric utility designed to create utility management products and services, including automatic meter reading, competitive pricing, load control, and many other telecommunications enabled services. Advised legal staff in the formulation of strategy to leverage the Telecommunications Act of 1996. Developed an intimate familiarity with legal/regulatory issues, especially incidental long distance and resale areas.

Associate - Pugh, Jones & Johnson, P.C. (6/92 - 2/95)

Served as outside counsel for businesses in many commercial transactions, including over 25 separate transactions for telecommunications companies, e.g. AT&T. Specifically represented AT&T on every commercial lease transaction within a six state region. Also represented start-up broadcasting companies on the acquisition radio station properties. Performed various legal functions in the corporate, and small business environment, including, but not limited to, employment issues, real estate issues, regulatory issues, tax matters, finance transactions, and acquisition planning.

Associate - Baker & Hostetler (5/89 - 2/92)

Practiced within the intellectual property, trademark & copyright, and general litigation areas. Advised clients in the legal enforcement of intellectual property infringement. Closed numerous corporate transactions, and real estate transactions.

Financial Analyst - First Capital Financial Corporation (10/84 - 5/86)

Prepared Securities and Exchange Commission filings, analyzed performance of partnerships. Prepared financial information for clients including tax returns, and periodic financial statements.

Mr. Machen holds a BS in Management with a concentration in accounting from Purdue University, and a Jurist Doctorate from the University of Michigan. He is actively involved in his community. He is a former Illinois Medical Center Commission, the largest urban medical center in the world, by Governor Edgar in 1994.

EXHIBIT D

Proposed Tariff

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services within the State of Florida by NTEGRITY TELECONTENT SERVICES, INC. This tariff is on file with the Florida Public Service Commission, and copies may also be inspected, during normal business hours, at the following location: 250 S. President Street, Baltimore, MD 21202.

Issued:

Effective:

Issued by: Dwayne E. Goldsmith, President
NTEGRITY TELECONTENT SERVICES, INC.
250 S. President Street
Baltimore, MD 21202

CHECK SHEET

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

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	15	Original
2	Original	16	Original
3	Original	17	Original
4	Original	18	Original
5	Original	19	Original
6	Original	20	Original
7	Original	21	Original
8	Original	22	Original
9	Original	23	Original
10	Original	24	Original
11	Original	25	Original
12	Original	26	Original
13	Original	27	Original
14	Original	28	Original

* New or Revised Sheets

Issued:

Effective:

Issued by: Dwayne E. Goldsmith, President
NTEGRITY TELECONTENT SERVICES, INC.
250 S. President Street
Baltimore, MD 21202

TARIFF FORMAT

Sheet Numbering - Sheet numbers appear in the upper right hand corner of the page. Sheets are numbered sequentially and from time to time new pages may be added to the Tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between Sheets 3 and 4 would be numbered 3.1.

Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in the tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

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

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

Check Sheets - When a Tariff filing is made with the FPSC, an updated check sheet accompanies the Tariff filing. The check sheet lists the pages contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the check sheet 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 this page if these are the only changes made to it. The Tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the FPSC.

Issued:

Effective:

Issued by: Dwayne E. Goldsmith, President
NTEGRITY TELECONTENT SERVICES, INC.
250 S. President Street
Baltimore, MD 21202

SYMBOLS

- (D) Delete or Discontinue
- (I) Change Resulting In An Increase to A Customer's Bill
- (M) Moved From Another Tariff Location
- (N) New
- (R) Change Resulting In A Reduction To A Customer's Bill
- (T) Change in Text or Regulation But No Change In Rate or Charge

Issued:

Effective:

Issued by: Dwayne E. Goldsmith, President
NTEGRITY TELECONTENT SERVICES, INC.
250 S. President Street
Baltimore, MD 21202

TABLE OF CONTENTS

	<u>Sheet</u>
TITLE SHEET	1
CHECK SHEET	2
TARIFF FORMAT	3
SYMBOLS	4
TABLE OF CONTENTS	5
1. <u>TECHNICAL TERMS AND ABBREVIATIONS</u>	6
2. <u>RULES AND REGULATIONS</u>	10
3. <u>DESCRIPTION OF SERVICES</u>	21
4. <u>RATES AND CHARGES</u>	22

Issued:

Effective:

Issued by: Dwayne E. Goldsmith, President
NTEGRITY TELECONTENT SERVICES, INC.
250 S. President Street
Baltimore, MD 21202

1. TECHNICAL TERMS AND ABBREVIATIONS

For the purpose of this Tariff, the following definitions will apply:

Access Coordination

Provides for the design, ordering, installation, coordination, pre-service testing, service turn-up and maintenance on a Company or Customer provided Local Access Channel.

Administrative Change

A change in Customer billing address or contact name.

Application for Service

A standard Company order form which includes all pertinent billing, technical and other descriptive information which will enable the Company to provide a communication Service as required.

ASR

ASR (Access Service Request) means an order placed with a Local Access Provider for Local Access.

Authorized User

A person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

Cancellation of Order

A Customer initiated request to discontinue processing a Service order, either in part or in its entirety, prior to its completion. Cancellation charges will be assessed for each Circuit-end or Dedicated Access line canceled from an order prior to its completion by the Company, under the following circumstances: (1) if the LEC has confirmed in writing to the Company that the Circuit-end or Dedicated Access line will be installed; or (2) if the Company has already submitted facilities orders to an interconnecting telephone company.

Company

NTEGRITY TELECONTENT SERVICES, INC.

Issued:

Effective:

Issued by: Dwayne E. Goldsmith, President
NTEGRITY TELECONTENT SERVICES, INC.
250 S. President Street
Baltimore, MD 21202

Company Recognized National Holidays

The following are Company Recognized National Holidays determined at the location of the originator of the Call: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day.

The evening rate is used unless a lower rate would normally apply.

Customer

The person, firm, corporation or governmental unit which orders Service and which is responsible for the payment of charges and for compliance with the Company's Tariff regulations. A Customer is considered to be an account for billing purposes. The term Customer also includes an entity that remains presubscribed to the Company Service after its account(s) are removed from the Company's billing system, subsequently continues to use Company's network, and is billed by a local exchange carrier for such use, or otherwise uses Service for which no other Customer is obligated to compensate Company.

Customer Premises/Customer's Premises

Locations designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its resale customers.

Expedite

A Service order initiated at the request of the Customer that is processed in a time period shorter than the Company's standard Service interval.

FCC

Federal Communications Commission

FPSC

Florida Public Service Commission

Installation

The connection of a Circuit, Dedicated Access line, or port for new, changed or an additional Service.

Issued:

Effective:

Issued by: Dwayne E. Goldsmith, President
NTEGRITY TELECONTENT SERVICES, INC.
250 S. President Street
Baltimore, MD 21202

Interexchange Service

Interexchange Service means that portion of a communications channel between a Company-designated Point-of-Presence in one exchange and a Point-of-Presence in another exchange.

Interruption

Interruption shall mean a condition whereby the Service or a portion thereof is inoperative, beginning at the time of notice by the Customer to Company that such Service is inoperative and ending at the time of restoration.

LATA (Local Access Transport Area)

A geographical area established for the provision and administration of communications Service of a local exchange company.

Local Access

Local Access means the Service between a Customer Premises and a Company designated Point-of-Presence.

Local Access Provider

Local Access Provider means an entity providing Local Access.

Multiplexing

Multiplexing is the sequential combining of lower bit rate Private Line Services onto a higher bit rate Private Line Service for more efficient facility capacity usage or vice versa.

Payment Method

The manner which the Customer designates as the means of billing charges for Calls using the Company's Service.

Physical Change

The modification of an existing Circuit, Dedicated Access line or port, at the request of the Customer, requiring some Physical Change.

Issued:

Effective:

Issued by: Dwayne E. Goldsmith, President
NTEGRITY TELECONTENT SERVICES, INC.
250 S. President Street
Baltimore, MD 21202

Point-of-Presence (POP)

A Company-designated location where a facility is maintained for the purpose of providing access to its Service.

Primary Route

The route which, in the absence of Customer-designated routing or temporary re-routing, would be used by the Company in the provision of Service.

Rate Center

A specified geographical location used for determining mileage measurements.

Requested Service Date

The Requested Service Date is the date requested by the Customer for commencement of Service and agreed to by the Company.

Service

Service means any or all Service(s) provided pursuant to this Tariff.

Service Commitment Period

The term elected by the Customer and stated on the Service order during which the Company will provide the Services subscribed to by the Customer. The term can be monthly or in the case of Private Line Services for a period of up to 5 years.

Start of Service Date

The Requested Service Date or the date Service first is made available by the Company whichever is later.

Tariff

The current Intrastate Services Tariff and effective revisions thereto filed by the Company with the FPSC.

Toll Call

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the local exchange telephone company.

Issued:

Effective:

Issued by: Dwayne E. Goldsmith, President
NTEGRITY TELECONTENT SERVICES, INC.
250 S. President Street
Baltimore, MD 21202

2. RULES AND REGULATIONS

2.1. Description and Limitations of Services

- 2.1.1. Intrastate Telecommunications Service ("Service") is the furnishing of Company communication Services contained herein between specified locations under the terms of this Tariff. The Company will provide Service to the public by reselling services purchased from underlying facilities based carriers.
- 2.1.2. Any member of the general public (including any natural person or legally organized entity such as a corporation, partnership, or governmental body) is entitled to obtain Service under this Tariff, provided that the Company reserves the right to deny Service: (A) to any Customer that, in the Company's reasonable opinion, presents an undue risk of nonpayment, (B) in circumstances in which the Company has reason to believe that the use of the Service would violate the provisions of this Tariff or any applicable law or if any applicable law restricts or prohibits provision of the Service, or (C) if insufficient facilities are available to provide the Service (in such cases Company shall make best efforts to accommodate the needs of all potential Customers by means of facility improvements or purchases, of capacity, if such efforts will, in the Company's opinion, provide the Company with a reasonable return on its expenditures), but only for so long as such unavailability exists.
- 2.1.3. Company, when acting at the Customer's request and as its authorized agent, will make reasonable efforts to arrange for Service requirements, such as special routing, Diversity, Alternate Access, or circuit conditioning.
- 2.1.4. Service is offered in equal access exchanges subject to the availability of facilities and the provisions of this Tariff. Company reserves the right to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.
- 2.1.5. Service may be discontinued after five business days written notice to the Customer if:
- 2.1.5.A. the Customer is using the Service in violation of this Tariff; or
 - 2.1.5.B. the Customer is using the Service in violation of the law or Commission regulation.
- 2.1.6. Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purposes of computing charges in this Tariff, a month is considered to have 30 days.

Issued:

Effective:

Issued by: Dwayne E. Goldsmith, President
NTEGRITY TELECONTENT SERVICES, INC.
250 S. President Street
Baltimore, MD 21202

-
- 2.1.7. The Company reserves the right to discontinue furnishing Services or billing options, upon written notice, when necessitated by conditions beyond its control. Conditions beyond the Company's control include, but are not limited to, a Customer's having Call volume or a calling pattern that results, or may result, in network blockage or other Service degradation which adversely affects Service to the calling party, the Customer, or other Customers of the Company.
- 2.2. Other Terms and Conditions
- 2.2.1. The name(s) of the Customer(s) desiring to use the Service must be stipulated in the application for Service.
- 2.2.2. The Customer agrees to operate the Company provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void the Company liability for interruption of Service and may make Customer responsible for damage to equipment pursuant to Section 2.2.3 below.
- 2.2.3. Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
- 2.2.4. A Customer shall not use any servicemark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.
- 2.2.5. In the event suit is brought or any attorney is retained by the Company to enforce the terms of this Tariff, the Company shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.
- 2.2.6. The provision of Service will not create a partnership or joint venture between the Company and the Customer nor result in joint Service offerings to their respective Customers.
- 2.2.7. The rate or volume discount level applicable to a Customer for a particular Service or Services shall be the rate or volume discount level in effect at the beginning of the monthly billing period applicable to the Customer for the particular Service or Services. When a Service is subject to a minimum monthly charge, account charge, port charge or other recurring charge or Nonrecurring Charge for both intrastate and interstate Service, only one such charge shall apply per account and that charge shall be the interstate charge.

Issued:

Effective:

Issued by: Dwayne E. Goldsmith, President
NTEGRITY TELECONTENT SERVICES, INC.
250 S. President Street
Baltimore, MD 21202

-
- 2.2.8. Service requested by Customer and to be provided pursuant to this Tariff shall be requested on Company Service Order forms in effect from time to time or Customer's forms accepted in writing by an authorized headquarters representative of the Company (collectively referred to as "Service Orders").
- 2.2.9. If an entity other than the company (e.g., another carrier or a supplier) imposes charges on the Company in connection with a Service that entity's charges will be passed through to the Customer also.
- 2.2.10. The Service Commitment Period for any Service shall be established by the Service Order relevant thereto and commence on the Start of Service Date. Upon expiration, each Service Commitment Period for such Service shall automatically be extended subject to written notice of termination by either Company or Customer. The charges for Interexchange Service during any such extension shall not exceed the then current Company month-to-month charges applicable to such Service.
- 2.3. Liability
- 2.3.1. Except as provided otherwise in this Tariff, the Company shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing Services to restore service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations.
- 2.3.2. With respect to the Services contained herein and except as otherwise provided herein, the Company's liability shall not exceed an amount equal to the charge applicable to a one minute Call to the Called Station at the time the affected Call was made. If the initial minute rate is higher than the additional minute rate, the higher rate shall apply. For those Services with monthly recurring charges, the Company's liability is limited to an amount equal to the proportionate monthly recurring charges for the period during which Service was affected.
- 2.3.3. The Company is not liable for any act or omission of any other company or companies (including any Company affiliate that is a participating or concurring carrier) furnishing a portion of the Service or facilities, equipment, or Services associated with such Service.

Issued:

Effective:

Issued by: Dwayne E. Goldsmith, President
NTEGRITY TELECONTENT SERVICES, INC.
250 S. President Street
Baltimore, MD 21202

-
- 2.3.4. The Customer is responsible for taking all necessary legal steps for interconnecting the Customer provided terminal equipment with the Company facilities. The Customer shall ensure that the signals emitted into the Company's network do not damage Company equipment, injure personnel or degrade Service to other Customers. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the customer shall comply with applicable LEC signal power limitations.
- 2.3.5. The Company may rely on Local Exchange Carriers or other third parties for the performance of other Services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as agent for Customer in obtaining such other Services. Customer's liability for charges hereunder shall not be reduced by untimely Installation or non-operation of Customer provided facilities and equipment.
- 2.3.6. The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all time in full force and effect until modified in writing.
- 2.3.7. With respect to the routing of Calls by the Company to public safety answering points or municipal Emergency Service providers, Company liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in routing the Call, or (b) the sum of \$1,000.00.
- 2.3.8. In the event parties other than Customer (e.g., Customer's customers) shall have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold Company and any affiliated or unaffiliated third-party, third-party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any Defects.
- 2.3.9. In the event that Company is required to perform a Circuit redesign due to inaccurate information provided by the Customer; or, circumstances in which such costs and expenses are caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.

Issued:

Effective:

Issued by: Dwayne E. Goldsmith, President
NTEGRITY TELECONTENT SERVICES, INC.
250 S. President Street
Baltimore, MD 21202

2.4. Cancellation of Service by a Customer

- 2.4.1. If a Customer cancels a Service order before the Service begins, before completion of the Minimum Period, or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be levied upon the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by Installation and monthly charges. If, based on a Service order by a Customer, any construction has either begun or been completed, but no Services provided, the nonrecoverable costs of such construction shall be borne by the Customer.
- 2.4.2. Either Customer or Company shall have the right, without cancellation charge or other liability, to cancel the affected portion of the Service, if the Company is prohibited by governmental authority from furnishing said portion, or if any material rate or term contained herein and relevant to the affected Service is substantially changed by order of the highest court of competent jurisdiction to which the matter is appeal, the Federal Communications Commission, or other local, state or federal government authority.

2.5. Cancellation for Cause by the Company

- 2.5.1. Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon five business days written notification to the Customer, except in extreme cases, without incurring any liability, immediately discontinue the furnishing of such Service. The written notice shall be separate and apart from the regular monthly bill for service. Customer shall be deemed to have canceled Service as of the date of such disconnection and shall be liable for any cancellation charges set forth in this Tariff.
- 2.5.2. Without incurring any liability, the Company may discontinue the furnishing of Service(s) to a Customer upon five business days written notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or Services under the following circumstances:
- 2.5.2.A. if the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Customer communications Services, or its planned use of the Company Service(s);
- 2.5.2.B. if the customer does not pay past due charges;
- 2.5.2.C. in the event of unauthorized use.

Issued:

Effective:

Issued by: Dwayne E. Goldsmith, President
NTEGRITY TELECONTENT SERVICES, INC.
250 S. President Street
Baltimore, MD 21202

-
- 2.5.2.D. Following the disconnection of service for any of these reasons, the Company or the local exchange utility acting as Company agent, will notify the telephone end user/customer that service was disconnected and why. The notice will include all reasons for the disconnection and will include a toll-free number where an end user/customer can obtain additional information. Notice shall be deemed given upon deposit, postage prepaid, in the U.S. Mail to the end user's/customer's last known address and in compliance with the Commission's rules.
- 2.5.3. The discontinuance of Service(s) by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.
- 2.6. Credit Allowance
- 2.6.1. Credit allowance for the interruption of Service is subject to the general liability provisions set forth in this Tariff. Customers shall receive no credit allowance for the interruption of service which is due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer. The Customer should notify the Company when the Customer is aware of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission within Customer's control, or is not in wiring or equipment, if any, furnished by the Customer in connection with the Company's Services.
- 2.6.2. No credit is allowed in the event service must be interrupted in order to provide routine service quality or related investigations.
- 2.6.3. No credit shall be allowed:
- 2.6.3.A. For failure of services or facilities of Customer; or
- 2.6.3.B. For failure of services or equipment caused by the negligence or willful acts of Customer.
- 2.6.4. Credit for an interruption shall commence after Customer notifies Company of the interruption and ceases when services have been restored.
- 2.6.5. Credits are applicable only to that portion of Service interrupted.

Issued:

Effective:

Issued by: Dwayne E. Goldsmith, President
NTEGRITY TELECONTENT SERVICES, INC.
250 S. President Street
Baltimore, MD 21202

- 2.6.6. For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.6.7. No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.6.8. The Customer shall be credited for an interruption of two hours or more at a rate of 1/720th of the monthly recurring charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula.

Credit Formula:

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

"A" = outage time in hours

"B" = total monthly charge for affected facility

2.7. Use of Service

- 2.7.1 The Services offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. Resellers and Rebillers must be certified through the FPSC. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than the Customer and only as set forth in Section 2.3. The Customer shall not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the Company or others.
- 2.7.2. Service furnished by the Company may be arranged for joint or authorized use. The Authorized User shall be permitted to use such Service in the same manner as the Customer, but subject to the following:
- 2.7.2.A. Authorized User must be designated as the Customer.
- 2.7.2.B. All charges for the Service will be computed as if the Service were to be billed to one Customer. Authorized User which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. In the event that the designated Customer fails to pay the Company, each Authorized User shall be liable to the Company for all charges incurred as a result of its use of the Company's Service.

Issued:

Effective:

Issued by: Dwayne E. Goldsmith, President
NTEGRITY TELECONTENT SERVICES, INC.
250 S. President Street
Baltimore, MD 21202

- 2.7.3. In addition to the other provisions in this Tariff, Customers reselling company Services shall be responsible for all interaction and interface with their own subscribers or customers. The provision of the Service will not create a partnership or joint venture between Company and Customer nor result in a joint communications Service offering to the Customers of either the Company or the Customer.
- 2.7.4. Service furnished by the Company shall not be used for any unlawful or fraudulent purposes.
- 2.7.5. The Customer will be billed directly by the LEC for certain Dedicated Access arrangements selected by the Customer for the provisioning of direct access arrangements. In those instances where the Company at the Customer's request may act as agent in the ordering of such arrangements, the Company will bill the Customer Local Access charges.
- 2.8. Payment and Billing
- 2.8.1. The following rules apply only to the Carrier's resold interexchange services and will govern payment and billing practices of the Carrier, unless inconsistent with any rule, order or regulation of the Commission. In the case of any inconsistency, the rule, order, or regulation of the Commission, or other provision of law, shall prevail. Carrier's billing agent is Intellibill.
- 2.8.1.A. Service is provided and billed on a billing cycle basis, beginning on the date that the service becomes effective. Billing is payable upon receipt. A late payment charge will accrue upon any unpaid past due balance.
- 2.8.1.B. The customer is responsible for payment of all charges for service and facilities furnished by the Carrier to the customer, as well as, all charges for services and facilities furnished by the Carrier to all persons using the customer's codes, premises, facilities, or equipment, with or without the knowledge or consent of the customer. The security of the customer's authorization codes, premises, switched access connections, and direct connect facilities is the sole responsibility of the customer. All calls placed using such direct connect facilities, authorization codes, premises, or switched access connections will be billed to, and must be paid by, the customer. Recurring and non-recurring charges are billed in arrears.
- 2.8.1.C. All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Carrier in writing within Ninety (90) Days after such bills are rendered.

Issued:

Effective:

Issued by: Dwayne E. Goldsmith, President
NTEGRITY TELECONTENT SERVICES, INC.
250 S. President Street
Baltimore, MD 21202

-
- 2.8.1.D. Carrier shall be entitled to revise bills previously rendered to adjust for previously un-billed service, or to adjust upward a bill previously rendered, for a period equivalent to the applicable contract law statute of limitations.
- 2.8.1.E. Advance Payments: For customers whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges, as an advance payment for service. This will be applied against the next month's charges and if necessary, a new advance payment will be collected for the next month.
- 2.8.2. If a LEC has established or establishes a Special Access surcharge, the Company will bill the surcharge beginning on the effective date of such surcharge for Special Access arrangements presently in Service. The Company will cease billing the Special Access surcharge upon receipt of an Exemption Certificate or if the surcharge is removed by the LEC.
- 2.8.3. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- 2.9. Local Charges
- 2.9.1. In certain instances, customers may be subject to local telephone company charges or message unit charges to access the Carrier's terminal. Carrier is not responsible for any such local or message unit charges incurred by customer in gaining access to Carrier's terminal.
- 2.10. Assignment
- 2.10.1. The obligations set forth in this Tariff shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, provided, however, the Customer shall not assign or transfer its rights or obligations without the prior written consent of the Company.
- 2.11. Tax and Fee Adjustments
- 2.11.1. All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

Issued:

Effective:

Issued by: Dwayne E. Goldsmith, President
NTEGRITY TELECONTENT SERVICES, INC.
250 S. President Street
Baltimore, MD 21202

2.12. Method for Calculation of Airline Mileage

- 2.12.1. The airline mileage between two cities can be calculated using the Vertical (V) and Horizontal (H) coordinates of the serving wire centers associated with the Company's POP locations. The method for calculating the airline mileage is obtained by reference to AT&T's Tariff F.C.C. No. 10 in accordance with the following formula:

$$\text{the square root of: } \frac{(V1-V2)^2 + (H1-H2)^2}{10}$$

2.13. Time of Day Rate Periods

- 2.13.1 Time of Day Rate Periods are determined by the time of day at the location of the Calling station.

The rates shown in Section 4 apply as follows:

DAY: From 8:01 AM to 5:00 PM Monday - Friday

EVENING: From 5:01 PM to 11:00 PM Monday - Friday and Sunday

NIGHT/

WEEKEND: From 11:01 PM to 8:00 AM Everyday

From 8:01 AM to 11:00 PM Saturday

From 8:01 AM to 5:00 PM Sunday

2.14. Special Customer Arrangements

- 2.14.1. In cases where a Customer requests a special or unique arrangement which may include engineering, conditioning, Installation, construction, facilities, assembly, purchase or lease of facilities and/or other special Services not offered under this Tariff, the Company, at its option, may provide the requested Services. Appropriate recurring charges and/or Nonrecurring Charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements, and made of this tariff subject to approval by FPSC.

2.15. Inspection

- 2.15.1. The Company may, upon notice, make such tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the Installation, operation or maintenance of Customer or the Company equipment. The Company may interrupt the Service at any time, without penalty to the Company, should Customer violate any provision herein.

Issued:

Effective:

Issued by: Dwayne E. Goldsmith, President
NTEGRITY TELECONTENT SERVICES, INC.
250 S. President Street
Baltimore, MD 21202

2.16. Deposits

2.16.1. The Company does not require a deposit from the customer.

2.17. Employee Concessions

2.17.1. The Company does not offer concessions to employees.

2.18. Rate Quotes

2.18.1. Rate quotes will be provided to end users from 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday by dialing 800-826-8808.

2.19. Bad Check Charges

2.19.1. The Company does not charge Customers for checks that are returned.

2.20. Usage Charges Rounding

2.20.1. The charges for all calls during a billing month will be totaled. If the total charge includes a fraction of a cent, the fraction is rounded to the next whole cent (e.g., \$4,101.345 would be rounded to \$4,101.35).

2.21. Directory Assistance Service

2.21.1. The Company does not offer directory assistance at this time.

2.22. Special Contracts

2.22.1. Carrier may enter into contracts with end users such as hotels, or special categories of users, wherein additional discounts may be provided for volume use categories of users, wherein additional discounts may be provided for volume use or to reflect services performed for the Carrier by such users. These rates will be reflected in the tariff.

2.22.2. The Company will, from time to time, offer special contract and/or promotions to its customers, waiving certain charges. These promotions will be approved by the FPSC with specific starting and ending dates and under no circumstances run for longer than 90 days in any 12 month period.

2.23. Service Agreement

2.23.1. The name(s) of the customer(s) desiring to use the services must be set forth in the Service Agreement. An executed Service Agreement and letter of Agency is required to initiate service.

Issued:

Effective:

Issued by: Dwayne E. Goldsmith, President
NTEGRITY TELECONTENT SERVICES, INC.
250 S. President Street
Baltimore, MD 21202

3. DESCRIPTION OF SERVICES

3.1. Wide Area ("WATS") and Message ("MTS") Toll Services

3.1.1. The Company offers WATS and MTS intrastate interexchange long distance service utilizing switched or dedicated access arrangements between the Customers Premises and the Company's facilities for call origination. Call termination is completed through a combination of Company facilities and LEC switched access arrangements.

3.2. Switched Inbound Service

3.2.1. Switched inbound service permits inward calling (via 800 codes) to a specific location utilizing premium switched, Feature Group D access on both ends.

3.3. Switched Outbound Service

3.3.1. Switched outbound services permits outward calling utilizing premium switched Feature Group D access on both the originating and terminating ends.

3.4. Dedicated Inbound Service

3.4.1. Dedicated inbound service permits inward calling (via 800 codes) to a specific location featuring the use of a dedicated, special access type connection on the terminating end. The Customer shall be responsible for all LEC charges in addition to the Recurring, Non-recurring and Usage charges set forth hereinafter.

3.5. Dedicated Outbound Service

3.5.1. Dedicated outbound service permits outward calling to stations in diverse service areas. Dedicated outbound service is distinguished from other services by the existence of a dedicated, special access connection on one end. The Customer shall be responsible for all LEC charges in addition to the Recurring, Non-recurring and Usage charges set forth hereinafter.

3.6. Calling Card Service

3.6.1. The Company's Calling Card Service permits Customers to place long distance calls utilizing Company issued Calling Cards for billing purposes.

3.7. Timing of Calls

Issued:

Effective:

Issued by: Dwayne E. Goldsmith, President
NTEGRITY TELECONTENT SERVICES, INC.
250 S. President Street
Baltimore, MD 21202

-
- 3.7.1. Long distance usage charges are based on the actual usage of the Company network. Chargeable time begins when a connection is established between the Calling Station and the Called Station. Chargeable time ends when either party "hangs up" thereby releasing the network connection.
- 3.7.2. Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is sixty (60) seconds. In addition, unless otherwise specified in this Tariff, usage is measured thereafter in sixty (60) second increments and rounded to the next higher sixty (60) second period.
- 3.8. Minimum Call Completion Rate
- 3.8.1. A Customer can expect a call completion rate of not less than 90% during peak use periods for all services.

Issued:

Effective:

Issued by: Dwayne E. Goldsmith, President
NTEGRITY TELECONTENT SERVICES, INC.
250 S. President Street
Baltimore, MD 21202

4. RATES AND CHARGES

4.1. Usage Rates

4.1.1. The following are the maximum per minute usage charges which apply to all calls. These charges are in addition to the Non-recurring Charges and Recurring Charges referred to herein.

Issued:

Effective:

Issued by: Dwayne E. Goldsmith, President
NTEGRITY TELECONTENT SERVICES, INC.
250 S. President Street
Baltimore, MD 21202

4.2. Switched Inbound Usage Rates

BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 30 Seconds	Additional 6 Seconds
All	0.075	0.015

4.3. Switched Outbound Usage Rates

BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 30 Seconds	Additional 6 Seconds
All	0.05	0.01

Issued:

Effective:

Issued by: Dwayne E. Goldsmith, President
NTEGRITY TELECONTENT SERVICES, INC.
250 S. President Street
Baltimore, MD 21202

4.4. Dedicated Inbound Usage Rates

BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 30 Seconds	Additional 5 Seconds
All	0.05	0.01

4.5. Dedicated Outbound Usage Rates

BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 30 Seconds	Additional 6 Seconds
All	0.0375	0.007

Issued:

Effective:

Issued by: Dwayne E. Goldsmith, President
NTEGRITY TELECONTENT SERVICES, INC.
250 S. President Street
Baltimore, MD 21202

4.6. Calling Card Usage Rates

BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 30 Seconds	Additional 6 Seconds
All	0.10	0.016

Issued:

Effective:

Issued by: Dwayne E. Goldsmith, President
NTEGRITY TELECONTENT SERVICES, INC.
250 S. President Street
Baltimore, MD 21202

4.7. Hearing/Speech Impaired Provisions

- 4.7.1. For purposes of this tariff, the definitions of impaired refers to those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.
- 4.7.2. Residential impaired customers or impaired members of a customer's household, upon written application and upon certification of their impaired status, which is evidenced by either a certificate from a physician, health care official, or state agency, or a diploma from an accredited educational institution for the impaired, may receive a discount off their message toll service rates, and, if they utilize telebraile devices, they may receive free access to local and intrastate long distance directory assistance. Additionally, TDD lines maintained by nonprofit organizations and governmental agencies, upon written application and verification that such lines maintained for the benefit of the impaired may receive a discount off their message toll service rates.

4.8. Rules for Special Rates for Handicapped Customers

- 4.8.1. Below are Sections of the Florida Rules concerning handicapped hearing/speech impaired persons and discounts on toll calls using the telecommunications relay service.

4.8.1.A. Hearing/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. These discounts shall be offered by all interexchange carriers and LECs."

4.8.1.B. Operation of Telecommunications Relay Service "For intrastate toll calls received from the relay service, the Company shall discount relay service calls by 50 percent off of the otherwise applicable rate for a voice nonrelay call except that were either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent off of the otherwise applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges, such as a credit card surcharge. In the case of a tariff which includes either a discount based on number of minutes or the purchase of minutes in blocks, the discount shall be calculated by discounting the minutes of relay use before the tariffed rate is applied."

4.8.1.C. Directory Assistance Charges for Handicapped Persons: Pursuant to Florida Public Service Commission Rules and Regulations, Company will not charge for the first 50 directory assistance calls made each month by a handicapped person.

Issued:

Effective:

Issued by: Dwayne E. Goldsmith, President
NTEGRITY TELECONTENT SERVICES, INC.
250 S. President Street
Baltimore, MD 21202

4.9. Payphone Use Service Charge

4.9.1. A Payphone Use Service Charge applies to each completed interLATA and intraLATA non-sent paid message made over a pay phone owned by a utility or Customer Owned Pay Telephone (COPT) Service. This includes calling card service, collect calls, calls billed to a third number, completed calls to Directory Assistance and Prepaid Card Service calls. This charge is collected on behalf of the pay phone owner. All Customers will pay the Company a per call service charge of \$.50.

4.10. Late Charge

4.10.1. A late payment charge of 1.5% will apply to any unpaid past due balance.

Issued:

Effective:

Issued by: Dwayne E. Goldsmith, President
NTEGRITY TELECONTENT SERVICES, INC.
250 S. President Street
Baltimore, MD 21202
