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April 10, 2001

VIA OVERNIGHT MAIL

Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0870

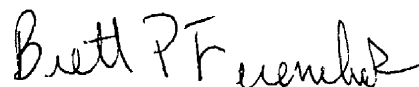
Re: **Docket No. 001431-TI:**
Application for Certificate to Provide Interexchange Telecommunications Service by
DLC Enterprises, Inc. d/b/a Direct Link Communications, Inc.

Dear Ms. Bayo:

On behalf of DLC Enterprises, Inc. d/b/a Direct Link Communications, Inc. ("DLC"), enclosed for filing in the above-referenced docket is an original and five (5) copies of DLC's replacement proposed interexchange tariff. The enclosed proposed interexchange tariff includes revisions requested by Brenda Hawkins of the Commission's Staff and replaces the proposed interexchange tariff filed on April 10, 2001.

Please date-stamp the enclosed extra copy of this filing and return in the self-addressed, stamped envelope provided. Should you have any questions concerning this filing, please do not hesitate to contact Brett P. Ferenchak at (202) 424-7697.

Respectfully submitted,



Rachel D. Flam
Brett P. Ferenchak

Counsel for DLC Enterprises, Inc.
d/b/a Direct Link Communications, Inc.

Enclosure

cc: Brenda Hawkins (FL PSC)
Art Garcia (DLC)

DLC ENTERPRISES, INC. D/B/A DIRECT LINK COMMUNICATIONS, INC.

REGULATIONS AND SCHEDULE OF CHARGES

APPLYING TO

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

WITHIN THE STATE OF FLORIDA

This Tariff contains the rules and regulations applicable to the Intrastate Interexchange Telecommunications Services provided by DLC Enterprises, Inc. d/b/a Direct Link Communications, Inc. ("Company" or "DLC") between one or more points in the State of Florida as authorized by the Florida Public Service Commission. This Tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours. Copies may also be inspected during regular business hours at the Company's principal place of business, 5071 Broadway, Second Floor, New York, New York 10034.

Issued: April 10, 2001

Effective:

By: Art Garcia, President
5071 Broadway, Second Floor
New York, New York 10034

CHECK SHEET

The sheets listed below, which are inclusive of this Tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original Tariff and are currently in effect as of the date of the bottom of this page.

<u>Sheet</u>	<u>Revision</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
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22	Original
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EXPLANATION OF SYMBOLS

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

- 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

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. 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 their Tariff approval process, the most current sheet number on file with the Commission is not always the Tariff page in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).i.
 - 2.1.1.A.1.(a).i.(i).
 - 2.1.1.A.1.(a).i.(i).(1).
- D. Check Sheets - When a Tariff filing is made with the Commission, an updated check sheet accompanies the Tariff filing. The check sheet lists the sheets 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 the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The Tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Commission - Florida Public Service Commission.

Company - DLC Enterprises, Inc. d/b/a Direct Link Communications, Inc., unless otherwise clearly indicated from the context.

Customer - The person, firm, corporation, or other entity which orders service pursuant to this Tariff and utilizes service provided under Tariff by the Company. A Customer is responsible for the payment of charges and for compliance with all terms of the Company's Tariff.

Exchange - An area, consisting of one or more central office districts, within which a call between any two points is a local call.

Interruption - The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

Local Calling Area - The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a toll charge.

Rate Center - A geographic reference point with specific coordinates on a map used for determining mileage when calculating charges.

Resale of Service - The subscription to communications service and facilities by one entity and the reoffering of communications service to others (with or without "adding value") for profit.

Station - Each telephone on a line and where no telephone associated with the line is provided on the same premises and in the same building, the first termination in station key equipment or a jack for use with a portable telephone.

Suspension - Suspension of service for nonpayment is interruption of outgoing service only. Suspension of service at the subscriber's request is interruption of both incoming and outgoing service.

Termination of Service - Discontinuance of both incoming and outgoing service.

Toll Call - Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

User - A Customer, joint user, or any other person authorized by a Customer to use service provided under this Tariff.

Working Day - Any day on which the company's business office is open and the U.S. Mail is delivered.

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SECTION 2 - RULES AND REGULATIONS

The regulations set forth in this section explain how to apply the rate tables associated with the various service offerings described in Section 3, following.

2.1 Undertaking of the Company

2.1.1 This Tariff sets forth the service offerings, rates, terms and conditions applicable to interexchange telecommunications services provided by DLC Enterprises, Inc. d/b/a Direct Link Communications, Inc., within the State of Florida.

The Company's services and facilities are furnished for communications originating at specified points within the State of Florida under the terms and conditions of this Tariff. Service is available where facilities permit.

2.1.2 In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its Customers for communications. The Company undertakes to furnish communications service pursuant to the terms of this Tariff in connection with one-way and/or two-way information transmission between points within the State of Florida.

- a. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- b. The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company

- 2.1.3 The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the Customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

2.2 Limitations

- 2.2.1 Service is offered subject to the availability of facilities and provisions of this Tariff.
- 2.2.2 The Company reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control when the Customer is using service in violation of the law or the provisions of the Tariff.
- 2.2.3 All facilities provided under this Tariff are directly controlled by the Company and the Customer may not transfer or assign the use of service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.4 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.
- 2.2.5 Customers reselling or rebilling services must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liabilities of the Company

- 2.3.1 The liability of the Company arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in this Tariff, unless ordered by the Commission. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 2.3.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- 2.3.3 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- 2.3.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liabilities of the Company (Cont'd)

- 2.3.5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- 2.3.6 The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- 2.3.7 The Company is not liable for any claims for loss or damages involving:
- a. Breach in the privacy or security of communications transmitted over the Company's facilities;
 - b. Injury to property or injury or death to persons, including claims for payments made under Worker's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities;
 - c. Any noncompletion of calls due to network busy conditions.
- 2.3.8 The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liabilities of the Company (Cont'd)

2.3.9 The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

2.4 Interruption of Service

2.4.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence or the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in 2.3.1 herein. It shall be the Customer's obligation to notify the Company immediately of any service interruption for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, if any, furnished by the Customer and connected to the Company's facilities. No refund or credit will be made for the time that the Company stands ready to repair the service and the subscriber does not provide access to the Company for such restoration work.

2.4.2 No credit shall be allowed for an interruption of a continuous duration of less than twenty-four hours after the subscriber notifies the Company.

2.4.3 The Customer shall be credited for an interruption of more than twenty-four hours as follows:

Credit Formula:

Credit = A/B x C

"A" - outage time in hours

"B" - total hours in a month (month = 720)

"C" - total monthly charge for affected facility

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Cancellation or Interruption of Services

2.5.1 General

- A. A service is interrupted when it becomes unusable to the Customer, *e.g.*, the Customer is unable to transmit or receive, because of a failure of a component furnished by Carrier under this tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by Carrier to be impaired, unless Carrier is ordered to do so by the Commission.

2.5.2 Limitations on Allowances

No credit allowance will be made for any interruption of service:

- A. due to the negligence of, or noncompliance with the provisions of this Tariff by, any person or entity other than Carrier, including but not limited to the Customer or other common carriers connected to the service of Carrier;
- B. due to the failure of power, equipment, systems, or services not provided by Carrier;
- C. due to circumstances or causes beyond the control of Carrier;
- D. during any period in which the Customer continues to use the service on an impaired basis;
- E. during any period when the Customer has released service to Carrier for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- F. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- G. that was not reported to Carrier within thirty (30) days of the date that service was affected.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.6 Discontinuance of Service by Company

2.6.1 General

The company may refuse or discontinue telephone service under the following conditions provided that, unless otherwise stated, the customer shall be given notice and allowed a reasonable time to comply with any rule or remedy any deficiency:

- A. For noncompliance with or violation of any State or municipal law, ordinance, or regulation pertaining to telephone service.
- B. For the use of telephone service for any other property or purpose than that described in the application.
- C. For failure or refusal to provide the company with a deposit to insure payment of bills in accordance with the company's regulations.
- D. For neglect or refusal to provide reasonable access to the company for the purpose of inspection and maintenance of equipment owned by the company.
- E. For noncompliance with or violation of the Commission's regulations or the company's rules and regulations on file with the Commission, provided five (5) Working Days' written notice is given before termination.
- F. For nonpayment of bills for telephone service, including the telecommunications access system surcharge referred to in Rule 25-4.160(3), provided that suspension or termination of service shall not be made without five (5) Working Days' written notice to the customer, except in extreme cases. The written notice shall be separate and apart from the regular monthly bill for service. Company will not, however, refuse or discontinue service for nonpayment of a dishonored check service charge imposed by the company. No company shall discontinue service to any customer for the initial nonpayment of the current bill on a day the company's business office is closed or on a day preceding a day the business office is closed.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.6 Discontinuance of Service by Company (Cont'd)

2.6.1 General (Cont'd)

- G. Without notice in the event of customer use of equipment in such manner as to adversely affect the company's equipment or the company's service to others.
- H. Without notice in the event of hazardous conditions or tampering with the equipment furnished and owned by the company.
- I. Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the company may, before restoring service, require the customer to make, at his own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

2.6.2 In case of refusal to establish service, or whenever service is discontinued, the company shall notify the applicant or customer in writing of the reason for such refusal or discontinuance.

2.6.3 Service shall be initiated or restored when the cause for refusal or discontinuance has been satisfactorily adjusted.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.6 Discontinuance of Service by Company (Cont'd)

2.6.4 Insufficient Reasons for Discontinuance of Service

The following shall not constitute sufficient cause for refusal or discontinuance of service to an applicant or customer:

- A. Delinquency in payment for service by a previous occupant of the premises, unless the current applicant or customer occupied the premises at the time the delinquency occurred and the previous customer continues to occupy the premises and such previous customer shall benefit from such new service.
- B. Delinquency in payment for service by a present occupant who was delinquent at another address and subsequently joined the household of the customer in good standing.
- C. Delinquency in payment for separate telephone service of another customer in the same residence.
- D. Failure to pay for business service at a different location and a different telephone number shall not constitute sufficient cause for refusal of residence service or vice versa.
- E. Failure to pay for a service rendered by the company which is not regulated by the Commission.
- F. Failure to pay the bill of another customer as guarantor thereof.
- G. Failure to pay a dishonored check service charge imposed by the company.

2.6.5 When service has been discontinued for proper cause, the company may charge a reasonable fee to defray the cost of restoring service, provided such charge is set out in its approved tariff on file with the Commission.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.7 Deposits

The Company does not collect deposits.

2.8 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.

2.9 Taxes

In addition to the rates and charges applicable according to the rules and regulations of this Tariff, various surcharges and taxes may apply to the Customer's monthly billing statement. The Customer is responsible for payment of any fees (including franchise and right-of-way fees), charges, surcharges and taxes (however designated) (including without limitation sales, use, gross receipts, excise, access or other taxes but excluding taxes on the Company's net income) imposed by any local, state, or federal government on or based upon the provision, sale or use of Network Services. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those Customers receiving service within the boundaries of that subdivision. 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, except prepaid debit cards.

2.10 Billing of Calls

All charges due by the subscriber are payable at any agency duly authorized to receive such payments. Any objection to billed charges should be promptly reported to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.11 Payment of Charges**

Charges for facilities and service, other than usage charges, are due monthly in advance. All other charges are payable upon request of the Company. Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company. Notwithstanding the due date specified on the bill, payment will be considered timely if payment is received by the Company within twenty (20) days of the date of transmittal of the bill in the case of residential Customers, and fifteen (15) days of the date of transmittal of the bill in the case of business Customers. If objection is not received by the Company within three months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the Customer. A bill will not be deemed correct and binding upon the Customer if the Company has records on the basis of which an objection may be considered, or if the Customer has in his or her possession such Company records. Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the Customer if objection is not received by the Company within two months after the bill is rendered.

2.12 Return Check Charge

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

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.13 Late Payment Charges

2.13.1 Customer bills for telephone service are due on the due date specified on the bill. A Customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the Customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Tariff, excluding one month's local service charge, but including arrears and unpaid late payment charges.

2.13.2 Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. The Customer may dispute bills either orally or in writing. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.

2.13.3 Late payment charges do not apply to final accounts.

2.13.4 Late payment charges do not apply to government agencies of the State of Florida. These agencies are required to make payment in accordance with applicable state law.

2.14 Emergency Termination of Service

The Company will immediately terminate the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

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SECTION 3 - SERVICE DESCRIPTIONS**3.1 General**

The various types of Carrier service offerings are described below. Carrier services are billed at predetermined monthly rates. Recurring charges are billed in advance of the month in which service is performed. In addition, the optional features and any extraordinary installation costs other than recurring and non-recurring charges may apply as described herein. Customers requesting these services may subscribe to services on a month-to-month basis, or on an individual case basis as described in Section 3.7.

3.2 Service Configurations

There are two types of service configurations over which Carrier's services are provided: point-to-point and multipoint service.

3.2.1 Point-To-Point Service

Point-To-Point Service connects two Customer-designated premises, either on a directly connected basis, or through a hub where multiplexing functions are performed.

3.2.2 Multipoint Service

Multipoint Services connect three or more Customer designated premises through a Carrier hub. There is no limitation on the number of locations connected via multipoint service. However, when more than three points are provided in tandem, the quality of service may be degraded. Multipoint service may be provided where technically possible. If Carrier determines that the requested characteristics for a multipoint service are not compatible, the Customer will be advised and given the opportunity to change the order within 60 days.

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.3 Service Descriptions and Technical Specifications

The following service descriptions and technical specifications will apply to Carrier's services.

3.3.1 DS-1 Service

DS-1 Service, or Digital Signal Level 1 Service, is a channel for the transmission of 1.5644 Mbps or 2.048 Mbps data. Intermediate bit rate channels in multiple increments of either 56 kbps or 64 kbps up to 1.5644 Mbps are also available. The actual bit rate and framing format is a function of the channel interface selected by the Customer. DS-1 Channels are provided between Customer designated locations and between Customer designated locations and a Carrier's hub.

3.3.2 DS-3 Service

DS-3 Service, or Digital Signal Level 3 Service, is a channel for the transmission of 44.736 Mbps data or higher. The actual bit rate and framing format is a function of the channel interface selected by the Customer. DS-3 Channels are provided between Customer designated locations and/or between Customer designated locations and a Carrier's hub. DS-3 service is provided with an electrical interface.

As an option, this service may be provided to a Customer with an optical interface at the Customer's premises. Services with this option will terminate in Carrier's Optical Line Terminating Equipment (OLTE) located in Carrier's hub. The OLTE located at the Customer's premises is subject to the mutual agreement of the parties, and must be compatible with the OLTE located in Carrier's hub. The optical interface option is available only where facilities permit, and is offered on an Individual Case Basis (ICB).

SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.3 Service Descriptions and Technical Specifications (Cont'd)

3.3.3 DS-3 (X3), (X9), or (X12), (X24) Services

DS-3 services may be ordered in multiples of 3 (X3), 9 (X9), or 12 (X12) (X24). These services are offered in the same configuration as DS-3 service (i.e. either electrical or optical interface), and with the same technical specifications. These services will be provided initially on an ICB.

3.3.4 M13 Multiplexing (ICB)

An arrangement that converts a 44.736 Mbps into 28 DS-1 channels using digital time division multiplexing.

3.3.5 Customer Provided Equipment

Customer provided terminating equipment such as CSUs, multiplexers, and other terminating equipment may, at the Customer's request, be provided by the Customer, at the Customer's expense. Carrier makes no guarantees or warranties as to the performance of Customer provided equipment.

SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.4 Rate Categories

There are six rate categories that may apply to Carrier's Services.

3.4.1 Channel Terminations

The Channel Termination Rate Category provides for the communications path between a Customer designated premises, and another Customer designated premises. Included as part of the Channel Termination is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the Carrier's service is to be connected, and the type of signaling capability (if any). One channel Termination charge applies per Customer designated premises at which the service is terminated.

3.4.2 Channel Mileage

The Channel Mileage Rate Category provides for the transmission facilities between two or more Customer designated premises. The Channel Mileage Rate Category is not applied to services that are less than one V&H computed mile (as described in Section 3.6 of this Tariff), unless specified. Channel Mileage is portrayed in mileage bands. There are two rates that apply for each band, i.e., a flat rate per band and a rate per mile.

3.4.3 Optional Features and Functions

The Optional Features and Functions Rate Category provides for optional services which may be added to a Carrier's service to improve its quality or characteristics to meet specific communications requirements. These services are not necessarily identifiable with specific equipment, but rather represent the end result in terms of performance characteristics which may be obtained. These characteristics may be derived using various combinations of equipment.

SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.4 Rate Categories (Cont'd)

3.4.4 Extraordinary Charges

From time to time, customers may request special services not addressed specifically by rate elements in this Tariff, or services to locations that may cause Carrier to incur extraordinary expenses not contemplated in the provision of standard service offerings. These costs include, but are not limited to:

- Additional construction costs
- Building space rental or rights-of-way costs
- Additional equipment
- Special facilities routing

In these cases, the Customer will be billed additional charges computed on an ICB. Special services not addressed in this Tariff shall be approved by the Commission prior to the provision of such service.

3.4.5 Volume Discounts

Discounts for specified dollar volumes of traffic to a specific location or aggregate dollar volumes may apply, as specified in this Tariff, to customers that subscribe to substantial volumes of Carrier's services.

3.4.6 Term Discounts

Customers will be eligible for discounts for executing agreements for services for 1 to 7 years, as specified in this Tariff.

SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)**3.5 Application of Rate Elements**

The rate categories described in Section 3.4 of this Tariff will be applied as follows:

3.5.1 Point-To-Point Services

- Channel Terminations (when applicable)
- Channel Mileage (when applicable)
- Optional Features and Functions (when applicable)
- Extraordinary Charges (when applicable)
- Volume Discounts (when applicable)
- Term Discounts (when applicable)

3.5.2 Multipoint Services

- Channel Terminations (one per designated Customer location)
- Channel Mileage (when applicable)
- Optional Features and Functions (when applicable)
- Extraordinary Charges (when applicable)
- Volume Discounts (when applicable)
- Term Discounts (when applicable)

3.6 Regulations and Computations of Mileage

Airline mileage, used in connection with determining rates for the Channel Mileage element, is obtained by using the "V" and "H" coordinates assigned to each point as set forth in the National Exchange Carrier Association Tariff FCC No. 4. This procedure is also referenced in the AT&T Tariff FCC No. 10. To determine the airlines distance between any two locations, proceed as follows:

1. Utilize the "V" and "H" coordinates for each Customer designated location.
2. Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.
3. Square each difference obtained in step 2 above.
4. Add the square of the "V" difference and the "H" difference obtained in step 3 above.
5. Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.7 Contract Rates - Special Pricing Arrangements - ICB

3.7.1 In lieu of the rates otherwise set forth in this Tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Carrier's services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligation and regulation set forth in this Tariff shall be incorporated into, and become a part of, said contract, and shall be binding on Carrier and Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis. All special Pricing Arrangements, including ICB, shall be available for Commission review.

3.7.2 In addition to any rate or charge established by the Carrier, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Carrier or directly by the local exchange company, at the Carrier's option.

3.8 Temporary Promotional Programs

The Carrier may establish temporary promotional programs, wherein it may waive or reduce recurring or non-recurring charges, to introduce a present or potential Customer to a service not previously received by the Customer. The terms of promotional programs will be filed with the Commission to the extent required by the applicable rules of the Commission.

SECTION 4 - RATES & CHARGES

4.1 General Regulations

4.1.1 Except as specifically indicated, the rates set forth in this section are for private line services where the originating and terminating points are on Carrier's existing network. In all other situations, special construction charges may apply in order to connect locations to Carrier's network.

4.1.2 Services may be provided using one, or a combination of rate elements as outlined in this Tariff.

4.1.3 Unless otherwise indicated, rates apply uniformly in all areas served by Carrier.

4.1.4 Services for which a rate of "NOC" is listed are not offered currently.

4.2 Charges for Changes to Pending Orders, Service Rearrangements and Expedite Charges

From time to time, customers may request changes to pending orders, rearrangements to existing service, and order completion to standard intervals. In these cases, the Customer will be required to reimburse Carrier for the increased expenses incurred on an ICB.

4.3 Nonrecurring Charge

Nonrecurring charges will be charged on a time and materials basis.

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SECTION 4 - RATES & CHARGES (Cont'd)

4.4 Special Construction

4.4.1 Basis for Rates and Charges

Rates and charges for special construction will be based on the costs incurred by the Company and may include (1) nonrecurring type charges, (2) recurring type charges, (3) termination liabilities, or (4) combinations thereof.

4.4.2 Basis for Cost Computation

The costs referred to in 4.4.1 may include one or more of the following items to the extent that they are applicable:

- A) cost installed of the facilities to be provided, including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
 - 1) equipment and materials provided or used,
 - 2) engineering, labor and supervision,
 - 3) transportation, and
 - 4) rights-of-way;
- B) cost of maintenance;
- C) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- D) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- E) license preparation, processing and related fees;
- F) Tariff preparation, processing and related fees;
- G) any other identifiable costs related to the facilities provided; or
- H) an amount for return and contingencies.

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SECTION 4 - RATES & CHARGES (Cont'd)

4.5 Rates

4.5.1 DS-1 Services

1. Monthly Rates*

	<u>Monthly Rates</u>	<u>Non- Recurring Charge</u>
Interoffice Channel, each		
I) Fixed	\$150.00	\$150.00
II) Per mile or fraction thereof	\$2.22	None

* Minimum 3 months service period applies.

Note: 1. Existing channels which are ordered to be connected to a central office multiplexer will be treated as a disconnect of existing service and connection of new service.

A non-recurring charge of \$150.00 will apply to move an existing DS-1 channel to DS-3 service. This charge will also apply to connect an existing DS-1 to an interconnector's multiplexing node within a central office.

2. Optional Features and Functions †

	<u>Monthly Rates</u>	<u>Non- Recurring Charge</u>
1.544 Clear Channel Capability		
• Initial Installation	\$225.00	\$306.00
• Subsequent Installation	\$215.00	\$215.00

† Rates, charges, and regulations for DS-1 service as specified in Section 3.4 may apply.

Note: 1. Existing channels which are ordered to be terminated on a central office multiplexer will be treated as a disconnect of existing service and connection of new service.

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SECTION 4 - RATES & CHARGES (Cont'd)

4.5 Rates (Cont'd)

4.5.2 DS-3 Services

1. Interoffice Channel

	<u>Monthly Rates</u>
Fixed	\$1923.00
Per Mile, fraction thereof	\$7.77

Note: A non-recurring charge of \$2307.69 will apply to move an existing DS-1 channel to DS-3 service. Charges based on cost will apply to connect an existing DS-3 to an interconnector's multiplexing node within a central office.