

June 7, 2001

Via Federal Express

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

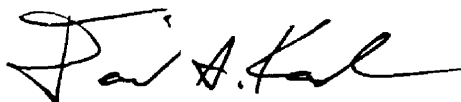
**Re: Docket No. 010749-TI
Application of Miketronics, Inc. for Authority to Provide
Interexchange Telecommunications Service Between Points Within
the State of Florida**

Dear Ms. Bayo:

Pursuant to the request of staff, submitted herewith on behalf of Miketronics, Inc. ("Miketronics") are an original and six (6) copies of an amended Question No. 17 to its Application for Authority to Provide Interexchange Telecommunications Service Between Points Within the State of Florida. This amendment specifies that Miketronics will serve only wholesale customers, and not "business" customers as indicated in the original application. Also enclosed is a tariff specifying the terms and conditions for Miketronic's wholesale interexchange telecommunications services.

Please date-stamp the "Receipt" copy of the enclosed filing and return it in the enclosed self-addressed, stamped envelope. Please refer all questions and correspondence regarding this filing to the undersigned.

Very truly yours,



David S. Konczal

Counsel for Miketronics, Inc.

cc: Nancy Pruitt, Florida PSC

17. Who will receive the bills for your service?

- | | |
|---|---|
| <input type="checkbox"/> Residential Customers | <input 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"/> Universities dormitory residents |
| <input checked="" type="checkbox"/> Other: (specify) Wholesale customers only | |

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

(a) The application:

Name: Glenn S. Richards, Esq. and David Konczal, Esq.

Title: Attorneys for Miketronics, Inc.

Address: Shaw Pittman
2300 N Street, N.W.

City/State/Zip: Washington, DC 20037-1128

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of telecommunications services by Miketronics, Inc. (hereinafter "Carrier" or "Company") with principal offices at 3400 NE 192 Street, Suite 1012, Aventura, Florida 33180. This Tariff applies to services furnished within the state of Florida. This Tariff is on file with the Florida Public Service Commission ("Commission"), and copies may be inspected, during normal business hours, at Carrier's principal place of business.

Issued:

Effective:

By:
Mike Vazquez, Sr., President
Miketronics, Inc,
3400 NE 192 Street, Suite 1012
Aventura, FL 33180

CHECK SHEET

Sheets 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 that are currently in effect as of the date on the bottom of this sheet.

| <u>SHEET</u> | <u>NUMBER OF REVISION</u> <u>(except as indicated)</u> |
|--------------|---|
| 1 | Original |
| 2 | Original |
| 3 | Original |
| 4 | Original |
| 5 | Original |
| 6 | Original |
| 7 | Original |
| 8 | Original |
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**EXPLANATION OF SYMBOLS
AND ABBREVIATIONS**

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 sheet. 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 the sheet. 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 third 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. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).I
 - 2.1.1.A.1.(a).I.(i)
 - 2.1.1.A.1.(a).I.(i)(1)
- D. Check 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 sheets 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 sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

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SECTION 1 - DEFINITIONS

Application for Service - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable Carrier to provide telecommunication service as required.

Carrier - Miketronics, Inc., unless the context indicates otherwise.

Commission - Florida Public Service Commission, unless context indicates otherwise.

Company - Miketronics, Inc., unless the context indicates otherwise. The person, firm, corporation, or other entity which orders or uses service and is responsible for the payment of rates and charges and compliance with Tariff regulations.

Disconnection - The disconnection of a circuit, dedicated access line, or port connection being used for existing service.

ICB - Individual case basis, i.e., a service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of Customer's situation.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the Unites States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Premises - The space designated by Customer as its place or places of business for termination of service (whether for its own communications needs or for its resale customers). In the case of a non-profit sharing group, this term includes space at each sharer's place or places of business, as well as space at Customer's place of business.

Service or Services - The services covered by this Tariff shall include only the State of Florida.

Tariff - This Tariff containing the descriptions, regulations and rates applicable to the furnishing of service and facilities for telecommunications services provided by Carrier, unless the context indicates otherwise.

TDD - Telecommunications device for the deaf

Terminal Equipment - Telecommunications devices, apparatus, and their associated wiring, such as teleprinters, telephone, and data sets.

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SECTION 2 - RULES AND REGULATIONS2.1 UNDERTAKING OF THE COMPANY2.1.1 Scope

The Company undertakes to furnish intrastate telecommunications services within the State of Florida under the terms of this Tariff. Service is available 24 hours a day, seven days a week.

The Company is responsible under this Tariff only for the services and facilities provided herein. Should Customers use such services and facilities to obtain access to services offered by other providers, the Company assumes no responsibility for such other service.

2.1.2 Shortage of Equipment or Facilities

The furnishing of service under this Tariff is subject to availability on a continuing basis of all necessary equipment or facilities from other telecommunications providers to the Company.

2.1.3 Limitations of Service

- A. This Tariff shall be interpreted and governed by the laws of the State of Florida.
- B. Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- C. Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to Customer, whenever the Company deems it necessary to do so in the conduct of its business.
- D. Service may not be used for any unlawful purpose.
- E. Customers reselling or rebilling services must have a Certificate of Public Convenience and Necessity as an Interexchange Carrier from the Florida Public Service Commission.
- F. Neither the Company nor Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer or substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

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2.2 **LIABILITY OF THE COMPANY**

- 2.2.1 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.
- 2.2.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this Tariff. With respect to any other claim or suit, by a Customer or by others, for damages associated with the provision, termination, interruption or restoration of any service offered under this Tariff, the Company's liability, if any, shall be limited as provided herein.
- 2.2.3 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; and 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 these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 2.2.4 The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.
- 2.2.5 The Company shall not be liable for any damages or losses due to the fault or negligence of, or any omission by, Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.2.6 The Company shall be indemnified, defended, and held harmless by Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this Tariff, including:
- A. Claims for defamation libel, slander, invasion of privacy, infringement of copyright, unauthorized use of trademark, trade name, or service mark, unfair competition; interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content, revealed to, transmitted, processed, handled, or used by the Company under this Tariff;
- B. all other claims arising out of any act or omission of Customer or others, in connection with any service provided by the Company pursuant to this Tariff.

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2.2 LIABILITY OF THE COMPANY (continued)

- 2.2.7 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 2.2.8 Company shall not be liable for any damages, including usage charges, that Customer may incur as a result of the unauthorized use of its Authorization Code(s) by others. The unauthorized use of Customer Authorization Code(s) includes, but is not limited to, the placement of calls using Customer's Authorization Code(s) without the authorization of the Customer. Customer shall be fully liable for all such usage charges.
- 2.2.9 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- 2.2.10 The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.
- 2.2.11 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.

2.3 INTERRUPTION OF SERVICE

Credit allowance for interruption of service which is not due to Carrier's testing or adjusting, the negligence of Customer or to the failure of channels, equipment, and/or communications systems provided by the Customer and other carriers are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's terminal.

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2.3 INTERRUPTION OF SERVICE (continued)**2.3.1** Credit Allowances

- A. Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for, by Carrier.
- B. Credit allowances for failure of service or equipment starts when Customer notifies Carrier of the failure or when Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.
- C. Customer shall notify Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer provided facilities, any act or omission of Customer, or in wiring or equipment connected to the terminal.
- D. Only those portions of the service or equipment disabled will be credited. No credit allowances will be made for:
 - 1. interruptions of service resulting from Carrier performing routine maintenance;
 - 2. interruptions of service for implementation of Customer order for a change in the service;
 - 3. interruptions caused by negligence of Customer or his authorized user; or
 - 4. interruptions of service because of the failure of service or equipment provided by Customer, authorized user, or other carriers.

2.3.2 Calculation of Credit Allowance

Pursuant to limitations set forth in Section 2.5.1, when service is interrupted, the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than two hours.
- B. Customer shall be credited for an interruption of two hours or more for as long as the interruption continues.
- C. When a minimum usage charge is applicable and Customer fails to meet the minimum usage charge because of a service interruption, a credit shall be applied against that minimum usage charge in the following manner. For each period of two hours that the interruption continues the credit shall equal 1/360th of the monthly minimum charge. Note: in this instance a fractional period of more than one hour shall be treated as a two-hour period.

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2.3 INTERRUPTION OF SERVICE (continued)**2.3.2 Calculation of Credit Allowance (continued)**

- D. If notice of a dispute as to charges is not received in writing by Carrier within 30 days after billing is received by Customer, the invoice shall be considered correct and binding on Customer, unless extraordinary circumstances are demonstrated.

2.4 RESPONSIBILITIES OF CUSTOMER

2.4.1 All Customers assume general responsibilities in connection with the provisions and use of Carrier's service. When facilities, equipment, and/or communications systems provided by others are connected to Carrier's facilities, Customer assumes additional responsibilities. Customers are responsible for the following:

- A. Customer is responsible for placing orders for service, paying all charges for service rendered by Carrier, and complying with Carrier's regulations governing the service. Customer is also responsible for assuring that its users comply with regulations.
- B. When placing an order for service, Customer must provide:
1. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
 2. the name(s), telephone number(s), and address(es) of Customer contact person(s).
- C. Customer must pay Carrier for the replacement or repair of Carrier's equipment when the damage results from:
1. the negligence or willful act of Customer or user;
 2. improper use of service; or
 3. any use of equipment or service provided by others.

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2.4 RESPONSIBILITIES OF CUSTOMER (continued)

2.4.2 Availability of Service for Maintenance, Testing, and Adjustment

Upon reasonable notice, the facilities provided by Carrier shall be made available to Carrier for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.4.3 Cancellation by Customer

- A. Customer may cancel service any time after meeting the minimum service period. Termination charges will apply if Customer cancels prior to the expiration of a one-year or multi-year service agreement. Such termination charge will be equal to one month's usage as projected in Carrier's proposal for service, or the actual average monthly usage to date, whichever is higher, plus the monthly account charge for the remainder of the contract period.

- B. If Customer orders service requiring special facilities dedicated to Customer's use and then cancels the order before the service begins, before completion of the minimum service period, or before completion of some other period mutually agreed upon by Customer and Carrier, a charge will be made to Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of Customer by Carrier and not fully reimbursed by installation and monthly charges. If, based on the order, any construction has either begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be borne by Customer. Such charge will be determined on a case-by-case basis.

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2.5 PAYMENT ARRANGEMENTS**2.5.1 Payment for Service**

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or Authorized Users. If notice from the Customer of a dispute as to charges is not reported to a customer service representative or received in writing by the Company within 10 days after the due date, the bill will be considered correct. Should the Customer pay the charges under protest, he may have an additional 30 days to dispute same in writing or the charges will become binding upon Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

2.5.1.1 Taxes: The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income assessed in conjunction with service used. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

A. All state and local taxes are listed as separate line items on the Customer's bill and are not included in the quoted rate(s). Other taxes, charges and regulatory assessments may be identified in the aggregate on the Customer's bill and are not be included in the quoted rate.

B. Such taxes, charges, and assessments shall be billed to the Customer receiving service within the territorial limits of such State, county, city or other taxing authority. Such billing shall allocate the tax, charge, and/or assessment among Customers uniformly on the basis of each Customer's monthly charges for the types of service made subject to such tax, charge, and/or assessment.

C. Rates and charges for the Company's services, as stated in the Company's rate schedule, do not include federal excise tax or those state and local taxes which are required to be paid at the point of sale. The tariffed rate does include those state and local taxes which are required to be paid on the usage of the underlying telecommunications service when that service originates and terminates within a particular tax jurisdiction.

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2.5 PAYMENT ARRANGMENTS (continued)**2.5.2** Billing and Collection of Charges

2.5.2.1 Customer is responsible for payment of all charges for service furnished to Customer or Authorized Users, including, but not limited to all calls originated at Customer's number(s); received at Customer's number(s); billed to Customer's number(s) via third-party billing; incurred at the specific request of Customer; or placed using a calling card issued to Customer. If an entity other than Carrier imposes charges on Carrier, in addition to its own internal costs, in connection with a service for which a Carrier Non-Recurring Charge is specified, those charges may be passed on to Customer.

2.5.2.2 The security of Customer's Authorization Code(s) is the responsibility of Customer. All calls placed using Customer's Authorization Code(s) shall be deducted from Customer's account.

2.5.2.3 Customers may pay for service by credit card, an authorized payment agent, or check.

2.5.2.4 The Customer is liable for all costs associated with collecting past due charges, including all attorneys' fees.

2.5.3 Application of Charges

The charges for service are those in effect for the period that service is furnished. If the charge for a period covered by a bill changes after the bill has been rendered, the bill will be adjusted to reflect the new charges.

2.5.4 Deposits

Carrier does not require deposits from Customer.

2.5.6 Advance Payments

For customers for 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.

2.5.7 Fractional Charges

Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period after service is furnished. Divide that number of days by 30 days (billing period). The result is then multiplied by the applicable monthly service charge to arrive at the appropriate fractional monthly service charge.

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2.5 PAYMENT ARRANGMENTS (continued)**2.5.8 Bad Check Charge**

The Company will bill the Customer a one-time charge of \$25.00 if the Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

2.5.9 Disputed Bills

Customer shall notify Carrier of any disputed items on a bill within 30 days. Carrier shall promptly investigate all disputed charges and shall report its findings and disposition to Customer. If Customer and Carrier are unable to resolve the dispute to their mutual satisfaction, Customer may file a complaint with the Florida Public Service Commission.

- A. The date of the dispute shall be the date Carrier receives sufficient documentation to enable it to investigate the dispute. The date of the resolution is the date Carrier completes its investigation and notifies Customer of the disposition of the dispute.

2.6 RESPONSIBILITIES OF CARRIER**2.6.1 Credit Upon Cancellation**

Where Carrier cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to Customer or applied against the balance remaining on Customer's account.

2.6.2 Disconnection of Service by Carrier

Carrier may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- A. After notice and giving Customer a reasonable amount of time to comply with any rule or remedy any deficiency, for noncompliance with or violation of any State or municipal law, ordinance, or regulation pertaining to telephone service;
- B. After notice and giving Customer a reasonable amount of time to comply with any rule or remedy any deficiency, for the use of telephone service for any other property or purpose than that described in the application for service;
- C. After notice and giving Customer a reasonable amount of time to comply with any rule or remedy any deficiency, for failure or refusal to provide Carrier with a deposit to insure payment of bills in accordance with Carrier's regulations;
- D. After notice and giving Customer a reasonable amount of time to comply with any rule or remedy any deficiency, for neglect or refusal to provide reasonable access to Carrier for the purpose of inspection and maintenance of equipment owned by Carrier;

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2.6 RESPONSIBILITIES OF CARRIER (continued)**2.6.2** Disconnection of Service by Carrier (continued)

- E. After five working days' written notice, for non-payment of any sum due to Carrier for service for more than 30 days beyond the date of rendition of the bill for such service.
- F. Notice of disconnection shall be separate and apart from the regular monthly bill for service;
- G. After five working days' written notice, in the event of noncompliance with or a violation of the Commission's regulations or Carrier's rules and regulations on file with the Commission;
- H. Without notice, in the event of Customer's use of equipment in such manner as to adversely affect Carrier's equipment or Carrier's service to others;
- I. Without notice, in the event of tampering with the equipment furnished and owned by Carrier; or
- J. Without notice, in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the utility may, before restoring service, require Customer to make, at his own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonable estimated as the loss in revenues resulting from such fraudulent use.

2.7 RESTORATION OF SERVICE

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

2.8 START OF BILLING

For billing purposes, the start of service is the day following acceptance by Customer of Carrier's service or equipment. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by Carrier of notification of cancellation as described in Section 2.4.3 of this Tariff.

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2.9 INTERCONNECTION

2.9.1 Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitation established by Carrier. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Carrier and other participating carriers shall be provided at Customer's expense.

2.9.2 Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. Customer is responsible for taking all necessary legal steps for interconnecting its customers provided terminal equipment of communications systems with Carriers' facilities. Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.

2.10 TIMING OF CALLS

2.10.1 Usage sensitive charges are based on the actual usage of Carrier's network. Such charges are measured in Conversation Minutes.

2.10.2 Chargeable time for Customer shall begin when the called party answers, as determined by answer supervision, and shall end upon disconnection by either party. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. Chargeable time ends when either party hangs up.

2.10.3 The initial billing period (minimum call duration) is one (1) minute.

2.10.4 Unless otherwise specified in this tariff, for billing purposes usage is measured and rounded to the next higher one (1) minute increment after the initial period.

2.10.5 No charges apply for incomplete calls. If Customer believes it has been incorrectly billed for an incomplete call, Carrier shall, upon notification, investigate the circumstances of the call and issue a credit when appropriate.

2.11 CALCULATION OF DISTANCE

Usage charges for all mileage-sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved.

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

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By:
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2.12 MINIMUM CALL COMPLETION

Pursuant to Rule 25-24.485(3)(g)(6)(C), the minimum call completion rate that a subscriber can expect to encounter during the Carrier's busy hour shall not be less than 90 percent. This percentage is computed by dividing the number of calls completed by the number of calls attempted.

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SECTION 3 - DESCRIPTION OF SERVICE

Only wholesale services are offered at this time.

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SECTION 4 - RATES

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