

ORIGINAL

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ATTORNEYS AT LAW

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400 NORTH TAMPA STREET, SUITE 2450
TAMPA, FLORIDA 33602
P. O. BOX 3350 TAMPA, FL 33601-3350
(813) 224-0866 (813) 221-1854 FAX

PLEASE REPLY TO:
TALLAHASSEE

TALLAHASSEE OFFICE:
117 SOUTH GADSDEN
TALLAHASSEE, FLORIDA 32301
(850) 222-2525
(850) 222-5606 FAX

August 6, 2001

VIA HAND DELIVERY

Blanca S. Bayo, Director
Division of Records and Reporting
Betty Easley Conference Center
4075 Esplanade Way
Tallahassee, Florida 32399-0870

RECEIVED-FPSC
01 AUG -6 PM 3:49
COMMISSION
CLERK

Re: Telepak Networks, Inc.

011035-TI

Dear Ms. Bayo:

On behalf of Telepak Networks, Inc., enclosed for filing is a check in the amount of \$250.00 and the original and 6 copies of the following:

- ▶ Application Form for Authority to Provide Interexchange Telecommunications Service Between Points Within the State of Florida.

Please acknowledge receipt of the above on the extra copy of each and return the stamped copies to me. Thank you for your assistance.

Sincerely,

Vicki Gordon Kaufman

Vicki Gordon Kaufman

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:
[Signature]

APP _____
CAF _____ VGK/bae
CMP _____ Enclosure
COM _____
CTR _____ cc: Tina Moore
ECR _____
LEG _____
OPC _____
PAI _____
RGO _____
SEC _____
SER _____
OTH _____

RECEIVED & FILED
[Signature]
FPSC-BUREAU OF RECORDS

MCWHIRTER, REEVES, MCGLOTHLIN, DAVIDSON, DECKER, KAUFMAN, ARNOLD & STEEN, P.A.

DOCUMENT NUMBER - DATE
09531 AUG-6
FPSC-COMMISSION CLERK

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

DIVISION OF REGULATORY OVERSIGHT
CERTIFICATION SECTION

011035-77

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

Instructions

- ◆ This form is used as an application for an original certificate and for approval of assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Page 16).
- ◆ Print or Type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- ◆ Use a separate sheet for each answer which will not fit the allotted space.
- ◆ Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of **\$250.00** to:

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

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

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

**Florida Public Service Commission
Division of Regulatory Oversight
Certification Section
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6480**

1. This is an application for (check one):
- Original certificate** (new company).
 - Approval of transfer of existing certificate:** Example, a non-certificated company purchases an existing company and desires to retain the original certificate of authority.
 - Approval of assignment of existing certificate:** Example, a certificated company purchases an existing company and desires to retain the certificate of authority of that company.
 - Approval of transfer of control:** Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of company:

Telepak Networks, Inc

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

Telepak Networks, Inc.

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

125 S. Congress Street

Suite 1830

Jackson, Mississippi 39201

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

CT Corporation System

1200 South Pine Island Road

Plantation, Florida 33324 6.

Select type of business your company will be conducting (check all that apply):

- Facilities-based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.

- () **Operator Service Provider** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- () **Reseller** - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
- () **Switchless Rebiller** - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
- () **Multi-Location Discount Aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers, then offers resold service by enrolling unaffiliated customers.
- () **Prepaid Debit Card Provider** - any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

7. Structure of organization;

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

8. **If individual**, provide: Not applicable because Telepak Networks, Inc. is a foreign corporation
 Name: _____
 Title: _____
 Address: _____
 City/State/Zip: _____
 Telephone No.: _____ Fax No.: _____
 Internet E-Mail Address: _____
 Internet Website Address: _____
9. **If incorporated in Florida**, provide proof of authority to operate in Florida: Not applicable because Telepak Networks, Inc is a foreign corporation.
 (a) **The Florida Secretary of State Corporate Registration number:**

10. **If foreign corporation**, provide proof of authority to operate in Florida:
 (a) **The Florida Secretary of State Corporate Registration number:**
FD000002063
11. **If using fictitious name-d/b/a**, provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida: Not applicable because Telepak Networks, Inc is not using a fictitious name
 (a) **The Florida Secretary of State fictitious name registration number:**

12. **If a limited liability partnership**, provide proof of registration to operate in Florida: Not applicable because Telepak Networks, Inc. is a foreign corporation.
 (a) **The Florida Secretary of State registration number:** _____

13. **If a partnership**, provide name, title and address of all partners and a copy of the partnership agreement. *Not applicable because Telepak Networks, Inc is a foreign corporation.*

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

14. **If a foreign limited partnership**, provide proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS), if applicable. *Not applicable because Telepak Networks, Inc. is a foreign corporation.*

(a) **The Florida registration number:** _____

15. Provide **F.E.I. Number** (if applicable): 640778596

16. Provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services?

Yes () No

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

Not applicable because Telepak Networks, Inc's name

Name: will appear on the bill for services

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

(c) How is this information provided?

17. Who will receive the bills for your service?

- Residential Customers Business Customers
 PATs providers PATs station end-users
 Hotels & motels Hotel & motel guests
 Universities Universities dormitory residents
 Other: (specify) _____

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

(a) The application:

Name: Vicki Gordon Kaufman c/o McWhirter Reeves

Title: Attorney

Address: 117 South Gadsden

City/State/Zip: Tallahassee, Florida 32301

Telephone No.: 850-222-2525 Fax No.: 850-222-5606

Internet E-Mail Address: vkaufman@mac-law.com

Internet Website Address: _____

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

Name: Gregg Logan

Title: Vice President

Address: 125 S Congress St Ste 1830

City/State/Zip: Jackson, MS 39201

Telephone No.: 601-974-7111 Fax No.: 601-974-7135

Internet E-Mail Address: glogan@telepak.net

Internet Website Address: telepaknetworks.net

(c) Complaints/Inquiries from customers:

Name: Craig Miller

Title: Business Operations Manager

Address: 125 S Congress St Ste 1830

City/State/Zip: Jackson, MS 39201

Telephone No.: 601-974-7126 Fax No.: 601-974-7135

Internet E-Mail Address: cmiller@telepak.net

Internet Website Address: telepaknetworks.net

19. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

Mississippi, Alabama, Tennessee

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

Louisiana

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

Mississippi, Alabama, Tennessee

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

Not applicable because Telepak Networks, Inc. has not been denied authority to operate as an interexchange telecommunications company.

(e) has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved. Not applicable because

Telepak Networks, Inc. has not had regulatory penalties imposed for violations of 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.

Not applicable because Telepak Networks, Inc. has not been involved in civil proceedings with an interexchange carrier, local exchange company or other telecommunications entity.

20. Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

(a) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, please explain.

See Exhibit "A"

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

See Exhibit "B"

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

a. _____ **MTS with distance sensitive per minute rates**

_____ Method of access is FGA
_____ Method of access is FGB
_____ Method of access is FGD
_____ Method of access is 800

b. _____ **MTS with route specific rates per minute**

_____ Method of access is FGA
_____ Method of access is FGB
_____ Method of access is FGD
_____ Method of access is 800

c. _____ **MTS with statewide 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

d. **MTS for pay telephone service providers**

e. **Block-of-time calling plan (Reach Out Florida, Ring America, etc.).**

f. **800 service (toll free)**

g. **WATS type service (bulk or volume discount)**

- Method of access is via dedicated facilities
- Method of access is via switched facilities

h. **Private line services (Channel Services)**
(For ex. 1.544 mbs., DS-3, etc.)

i. **Travel service**

- Method of access is 950
- Method of access is 800

j. **900 service**

k. **Operator services**

- Available to presubscribed customers
- Available to non presubscribed customers (for example, to patrons of hotels, students in universities, patients in hospitals).
- Available to inmates

1. **Services included are:**

- _____ Station assistance
- _____ Person-to-person assistance
- _____ Directory assistance
- _____ Operator verify and interrupt
- _____ Conference calling

22. Submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 (example enclosed).

See attached tariff.

23. Submit the following:

A. Managerial capability; give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.

See Exhibit "C"

B. Technical capability; give resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance. See Exhibit "D"

C. Financial capability. See Exhibit "E"

The application **should contain** the applicant's audited financial statements for the most recent 3 years. If the applicant does not have audited financial statements, it shall so be stated. *Telepak Networks, Inc. can only provide audited financial statements for 1 year because the company is too new.*

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

1. the balance sheet; See Exhibit "F"
2. income statement; and
3. statement of retained earnings.

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

Further, the following (which includes supporting documentation) should be provided: *See Exhib. + "G"*

1. **A written explanation** that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
2. **A written explanation** that the applicant has sufficient financial capability to maintain the requested service.
3. **A written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations.

THIS PAGE MUST BE COMPLETED AND SIGNED

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 operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

UTILITY OFFICIAL:

Gregg Logan
Print Name

Vice President
Title

601-974-7111 601-974-7135
Telephone No. Fax No.


Signature

7/27/01
Date

Address: 125 S. Congress Street
Suite 1830
Jackson, MS 39201

THIS PAGE MUST BE COMPLETED AND SIGNED

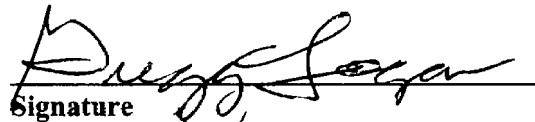
CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

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

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

UTILITY OFFICIAL:

Gregg Logan
Print Name


Signature

Vice President
Title

7/27/01
Date

601-974-7111
Telephone No.

601-974-7135
Fax No.

Address: 125 S. Congress Street
Suite 1830
Jackson, MS 39201

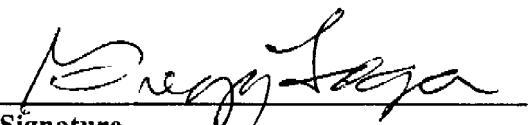
THIS PAGE MUST BE COMPLETED AND SIGNED

AFFIDAVIT

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide interexchange telecommunications service in the State of Florida. I have read the foregoing and declare that, to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

Further, I am aware that, pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083."

UTILITY OFFICIAL:

<u>Gregg Logan</u> Print Name	<u></u> Signature
<u>Vice President</u> Title	<u>7/27/01</u> Date
<u>601-974-7111</u> Telephone No.	<u>601-974-7135</u> Fax No.

Address: 125 S. Congress Street
Suite 1830
Jackson, MS 39201

CURRENT FLORIDA INTRASTATE SERVICES

Applicant **has** () or **has not** (✓) previously provided intrastate telecommunications in Florida.

If the answer is has, fully describe the following:

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

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

UTILITY OFFICIAL:

Gregg Logan
Print Name

Gregg Logan
Signature

Vice President
Title

7/27/01
Date

601-974-7111
Telephone No.

601-974-7135
Fax No.

Address: 125 S. Congress Street
Suite 1830
Jackson, MS 39201

CERTIFICATE TRANSFER, OR ASSIGNMENT STATEMENT

I, (Name) _____,

(Title) _____ of
_____ (Name of Company)

and current holder of Florida Public Service Commission Certificate Number

_____, have reviewed this application and join in the petitioner's request
for a:

() transfer

() assignment

of the above-mentioned certificate.

UTILITY OFFICIAL:

Print Name

Signature

Title

Date

Telephone No.

Fax No.

Address: _____

Exhibit A

Wade H. Creekmore, Jr., Director/President of Telepak Networks, Inc. has not previously been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or any such actions resulting from pending proceedings.

James H. Creekmore, Sr., Director/Vice President/Secretary/Treasurer of Telepak Networks, Inc. has not previously been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or any such actions resulting from pending proceedings.

Gregg Logan, Vice President of Telepak Networks, Inc. has not previously been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or any such actions resulting from pending proceedings.

Exhibit B

Wade H. Creekmore, Jr. is Director/Vice President/Asst. Treasurer/Asst. Secretary for Telepak, Inc. which is a Florida certificated telephone company.

James H. Creekmore, Jr. is Director/Vice President/Treasurer/Secretary for Telepak, Inc. which is a Florida certificated telephone company.

Exhibit C

Gregg Logan, Vice President of Broadband Solutions

Over the past eighteen years with Telepak, Inc., Gregg has held positions where he received a wide range of experience in service installation, maintenance and repair, database management, services integration, switch control, technical assistance, switching field operations as well as outside plant maintenance and installation. Gregg started his career as an equipment installer with Huffman Telephone Company in 1980 where his responsibilities included installing, testing and turning into service central office switching equipment, carrier equipment and various other types of equipment. For eight (8) years Gregg worked for Franklin Telephone Company in electro mechanical central office maintenance and operations as well as digital central office maintenance and operations. During his tenure with Franklin Telephone, he installed and maintained fiber optic systems, electronic key systems, digital PBXs, and various other data and telephone systems. Gregg has extensive experience in wireless telecommunications, having been employed for nine years by Telepak, Inc. Instrumental in R. F. Engineering, site planning and acquisition, site construction and installation and network operations and maintenance, Gregg was responsible for all aspects of building and operating a wireless network for Cellular South, a service of Telepak, Inc.

Phil Rice, Sales/Marketing Manager

Phil has extensive experience and a diverse background in telecommunications. His experience includes industry sales, marketing, and business development. His business development experience is related to new start up ventures with CLECs. He is a 1995 early retiree of a major ILEC where he held a variety of positions of increasing responsibility. At retirement, as a Sales and Marketing Staff Manager, he was chairing an interdepartmental management team focusing on deploying emerging technology just in time to meet customer willingness to buy. His ILEC career generally consisted of roles interfacing with customers, including Branch Manager of State Government and major Account Manager for all post secondary education customers in Mississippi. Immediately following his ILEC retirement, he was the MCI Branch Manager for Mississippi, a multi-faceted role with responsibilities resembling that of a franchise owner. After MCI he was Vice-President of Sales & Marketing for a facility-based start up CLEC. Immediately before coming to Telepak Networks, Inc., Phil assisted a local telecommunications company that was providing wireless services, long distance and Internet access by successfully adding local service resell to their product and service line and establishing CLEC status. As Manager, Sales & Marketing Phil's current responsibilities include managing the sales and marketing processes for Telepak Networks, Inc.

Craig Miller, Business Operations Manager

Craig Miller serves as Business Operations Manager for Telepak Networks, Inc. Over the past thirteen years, Craig has held managerial positions in a variety of industries. He has worked as a consultant with Andersen Consulting and has extensive project management experience with Jitney Jungle Stores of America, Inc. He also served for three years as Software Development Manager for Telepak, Inc., an affiliate company of Telepak Networks, Inc. He has extensive experience with systems and procedures for point of sale systems, customer care, and telecommunications billing. With Telepak Networks, Inc. Craig is responsible for the management of provisioning, customer care, billing, and operational support systems.

Craig earned his Bachelor of Business Administration from the University of Mississippi in 1985, and his M.B.A. in 1988, also from Ole Miss.

Tillman Rodabough, Manager of Technical Operations

Tillman Rodabough serves as Manager of Technical Operations/Construction for Telepak Networks. His career consists of seventeen years in the telecommunications industry with Entergy Hyperion, Brooks Fiber, US Sprint, First American Communication Co., LDDS/Worldcom, Hughes Technical, and Advanced Business Communications. He has served in various supervisory positions within the engineering, operations and construction departments including managing network operations, switch control centers as well as engineering and installation of fiber networks.

James H. Creekmore, Sr. , Vice President/Secretary/Treasurer, Telepak Networks, Inc. and Director

James H. Creekmore, Sr. started working as Manager of Delta Telephone Company in 1959. He worked seven years in the Louise commercial office, the switching office and while managing the company also outside as a repair and construction person in Louise, Isola, Holly Bluff and Eagle Lake. Jimmy was involved in building new telephone systems in those areas plus Merigold, Ackerman and Chester, also the building of Cable TV systems in Louise, Isola and Inverness. For the past thirteen years he has been involved in the management of Telapex and holds offices in the various affiliates. He holds a BBA and a JD from the University of Mississippi and has served as a Special Assistant Attorney General for the State of Mississippi. He clerked for the Mississippi Supreme Court following law school.

Wade H. Creekmore, Jr., President, Telepak Networks, Inc. and Director

Wade H. Creekmore, Jr. has been employed in the telecommunications business since 1960 when he became Vice President and General Manager of Franklin Telephone Company, Inc. headquartered in Meadville, Mississippi. He is presently President of Telapex, Inc. and an officer and director of the various affiliates. He has been responsible for various management and operational duties for all of those companies since they were founded. He is a graduate of the University of Mississippi holding a BBA and a JD. He practiced law in both Meadville and Jackson and has served as a Special Assistant Attorney General for the State of Mississippi.

Exhibit D

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Exhibit E

**TELEPAK NETWORKS, INC.
(A SUBSIDIARY OF TELAPEX, INC.)**

AUDITED FINANCIAL STATEMENTS

DECEMBER 31, 2000

**TELEPAK NETWORKS, INC.
(A SUBSIDIARY OF TELAPEX, INC.)**

AUDITED FINANCIAL STATEMENTS

DECEMBER 31, 2000

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Board of Directors
Telepak Networks, Inc.
(A Subsidiary of Telapex, Inc.)
Jackson, Mississippi

Independent Auditors' Report

We have audited the accompanying balance sheet of Telepak Networks, Inc. (A Subsidiary of Telapex, Inc.) as of December 31, 2000, and the related statement of operations, changes in stockholder's equity (deficit) and cash flows for the year then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Telepak Networks, Inc. as of December 31, 2000, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Smith, Turner & Reeves

Jackson, Mississippi
March 20, 2001

TELEPAK NETWORKS, INC.
(A SUBSIDIARY OF TELAPEX, INC.)
BALANCE SHEET
DECEMBER 31, 2000

ASSETS

CURRENT ASSETS:

Cash and cash equivalents	\$ 11,275,085
Accounts receivable (no allowance considered necessary):	
Customers	176,135
Affiliates	598,958
Prepaid expenses	<u>587</u>

TOTAL CURRENT ASSETS 12,050,765

PROPERTY, PLANT AND EQUIPMENT - Note 3:

In service and under construction	11,479,483
License acquisition costs	<u>3,542,121</u>
	15,021,604
Less accumulated depreciation and amortization	<u>(779,834)</u>
	14,241,770

NONCURRENT ASSETS:

Loan origination costs, net	623,195
CoBank Stock, at cost	61,676
Other	<u>59,378</u>
	<u>744,249</u>

\$ 27,036,784

See accompanying Notes to Financial Statements.

LIABILITIES AND STOCKHOLDER'S EQUITY (DEFICIT)

CURRENT LIABILITIES:

Accounts payable:	
Trade	\$ 2,538,376
Affiliates	837,487
Taxes payable to parent	232,250
Accrued expenses	75,788
Deferred income taxes	<u>46,147</u>

TOTAL CURRENT LIABILITIES 3,730,048

LONG-TERM DEBT - Note 4 24,517,923

NONCURRENT DEFERRED TAX LIABILITY - Note 6 76,052

COMMITMENTS AND CONTINGENCIES - Note 7 -

STOCKHOLDER'S EQUITY (DEFICIT):

Common Stock, no stated par value:	
Authorized, issued and outstanding - 1,000 shares	1,000
Additional paid-in capital	356,175
Accumulated deficit	<u>(1,644,414)</u>
	<u>(1,287,239)</u>
	<u>\$ 27,036,784</u>

TELEPAK NETWORKS, INC.
(A SUBSIDIARY OF TELAPEX, INC.)
STATEMENT OF OPERATIONS
YEAR ENDED DECEMBER 31, 2000

OPERATING REVENUES:	
Broadband service	\$ 5,543,853
OPERATING EXPENSES:	
Cost of service	4,892,051
General and administrative	745,349
Sales and marketing	242,592
Business operations	212,887
Depreciation and amortization	<u>399,425</u>
TOTAL OPERATING EXPENSES	<u>6,492,304</u>
OPERATING LOSS	(948,451)
OTHER INCOME (EXPENSE):	
Interest income	227,388
Interest expense	<u>(1,145,608)</u>
	<u>(918,220)</u>
LOSS BEFORE INCOME TAXES	(1,866,671)
INCOME TAX BENEFIT - Note 6	<u>697,557</u>
NET LOSS	<u>\$ (1,169,114)</u>

See accompanying Notes to Financial Statements.

TELEPAK NETWORKS, INC.
(A SUBSIDIARY OF TELAPEX, INC.)
STATEMENT OF CHANGES IN STOCKHOLDER'S EQUITY (DEFICIT)
YEAR ENDED DECEMBER 31, 2000

	<u>Common Stock</u>		<u>Additional</u>	<u>Accumulated</u>	<u>Stockholder's</u>
	<u>Shares</u>	<u>Amount</u>	<u>Paid-in</u>	<u>Deficit</u>	<u>Equity</u>
			<u>Capital</u>		<u>(Deficit)</u>
BALANCE, DECEMBER 31, 1999	1,000	\$ 1,000	\$ -	\$ (475,163)	\$ (474,163)
NET LOSS	-	-	-	(1,169,114)	(1,169,114)
DIVIDENDS PAID	-	-	-	(137)	(137)
PAID-IN CAPITAL	-	-	<u>356,175</u>	-	<u>356,175</u>
BALANCE, DECEMBER 31, 2000	<u>1,000</u>	<u>\$ 1,000</u>	<u>\$ 356,175</u>	<u>\$ (1,644,414)</u>	<u>\$ (1,287,239)</u>

See accompanying Notes to Financial Statements.

TELEPAK NETWORKS, INC.
(A SUBSIDIARY OF TELAPEX, INC.)
STATEMENT OF CASH FLOWS
YEAR ENDED DECEMBER 31, 2000
Increase (Decrease) in Cash and Cash Equivalents

CASH FLOWS FROM (USED FOR) OPERATING ACTIVITIES:	
Net loss	\$ (1,169,114)
Adjustments to reconcile net loss to net cash used by operating activities:	
Depreciation and amortization	399,425
Amortization of loan origination costs	21,471
Deferred income taxes	77,517
Changes in operating assets and liabilities:	
(Increase) decrease in accounts receivable, net	(736,083)
(Increase) decrease in prepaid expenses	(587)
Increase (decrease) in income taxes payable	581,725
Increase (decrease) in accounts payable	1,120,018
Increase (decrease) in other current liabilities	<u>63,543</u>
NET CASH FROM OPERATING ACTIVITIES	357,915
CASH FLOWS FROM (USED FOR) INVESTING ACTIVITIES:	
Additions to property, plant and equipment	(8,867,716)
Increase in other noncurrent assets, net	<u>(92,809)</u>
NET CASH FROM (USED FOR) INVESTING ACTIVITIES	(8,960,525)
CASH FLOWS FROM (USED FOR) FINANCING ACTIVITIES:	
Dividends paid	(137)
Repayment of long-term debt	(8,782,343)
Paid-in capital	356,175
Proceeds from long-term debt	<u>27,823,255</u>
NET CASH FROM FINANCING ACTIVITIES	<u>19,396,950</u>
NET INCREASE IN CASH AND CASH EQUIVALENTS	10,794,340
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>480,745</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 11,275,085</u>
Supplemental Disclosure:	
Accounts payable for purchases of property and equipment	<u>\$ 1,621,513</u>

See accompanying Notes to Financial Statements.

TELEPAK NETWORKS, INC.
(A SUBSIDIARY OF TELAPEX, INC.)
NOTES TO FINANCIAL STATEMENTS

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Telepak Networks, Inc. (the Company) is a wholly-owned subsidiary of Telapex, Inc. The accounting policies of the Company conform to accounting principles generally accepted in the United States of America. The Company provides broadband and other telecommunications services throughout Mississippi and parts of Alabama, Tennessee and Florida. Substantially all of the Company's revenues for 2000 were derived from services provided to an affiliated company.

Property, Plant and Equipment

Property, plant and equipment are stated at cost. Depreciation is computed using the straight-line method over the estimated useful lives of the depreciable assets.

Costs incurred in acquiring telecommunications licenses or interests have been capitalized. These costs include amounts paid for legal, engineering and consulting services and other amounts incurred by the Company in acquiring these interests. These costs are being amortized on a straight-line basis over a 15 year period. Amortization begins upon the commencement of service in each area.

Service Revenues

Revenues are recognized as services are rendered.

Income Taxes

Income taxes are accounted for using the asset and liability method. Under the asset and liability method, deferred income taxes are recognized for the tax consequences of temporary differences by applying enacted statutory tax rates applicable to future years to differences between the financial statement carrying amounts and the tax bases of existing assets and liabilities. The effect on deferred taxes of a change in tax rates is recognized in income in the period that includes the enactment date.

Loan Origination Costs

Loan origination costs related to obtaining long-term financing agreements have been capitalized and are being amortized over the life of the related loans using the straight-line method which approximated the interest method.

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(CONTINUED)

Cash Equivalents

For purposes of the statement of cash flows, the Company considers all highly liquid debt instruments purchased with an original maturity of three months or less to be cash equivalents.

The Company maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. Management believes the Company is not exposed to any significant credit risk on cash and cash equivalents.

Accounts Receivable

The Company generally does not require collateral or other security to support accounts receivable. Credit risk associated with receivables is periodically reviewed by management, and an allowance for doubtful accounts, if required, is established.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Comprehensive Income

Comprehensive income for the Company is the same as net income for all periods presented.

NOTE 2 - RETIREMENT BENEFITS

The Company participants in a multiple employer defined benefit pension plan with Telapex, Inc. and certain other affiliates of Telapex, Inc. The plan covers all employees who customarily work more than 1,000 hours a year.

The plan is funded on an annual basis. The amount of the funding is established each year in an amount which equals or exceeds the minimum required contribution under federal law and is equal to or less than the maximum tax deductible contribution under federal law. Pension cost incurred was \$5,831 in 2000.

The Company also adopted Telapex, Inc.'s employee savings plan, under which all eligible employees of the Company qualify for participation. Employees are permitted to make

NOTE 2 - RETIREMENT BENEFITS (CONTINUED)

contributions to the plan on a pretax salary reduction basis in accordance with the provisions of Section 401(k) of the Internal Revenue Code. The Company matches employee contributions up to 2% of employee compensation and may contribute a discretionary amount which is determined each year. The contributions charged to expense were \$6,353 in 2000.

The Company participates in a multiple employer leveraged employee stock ownership plan (ESOP or the Plan) that was established in 1999 with Telapex, Inc. and certain other affiliates. The Plan covers all employees who customarily work more than 1,000 hours per year. The Company shares in the cost of funding the Plan based on their allocation of the shares released to its employees. The Company reports compensation expense equal to their allocable share of the current fair value of the shares released to participants. The shares are released by the Plan evenly over 15 years. ESOP compensation expense was \$81,228 in 2000. Other ESOP expense totaling \$47,919 in 2000 represents allocated costs of funding the ESOP. Included in other noncurrent assets is \$59,378, which represents excess funding to Telapex, Inc. This amount will be recognized as a reduction in future funding requirements.

NOTE 3 - PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment in service and under construction at December 31, 2000, consisted of:

Land and easements	\$ 187,895
Operating plant and equipment	1,765,322
Office furniture, equipment and leasehold improvements	116,375
Vehicles	<u>74,541</u>
	2,144,133
Under construction	<u>9,335,350</u>
	<u>\$ 11,479,483</u>

NOTE 4 - LONG-TERM DEBT

Long-term debt at December 31, 2000, consisted of:

CoBank - term loan, variable interest rate (10.75% at December 31, 2000). \$ 9,517,923

Mississippi Business Finance Corporation Industrial Development Revenue Bonds due on September 1, 2015, with interest due monthly at a variable rate (6.8% at December 31, 2000), collateralized by a letter of credit issued under a credit agreement with CoBank, with variable annual fees. 15,000,000

\$ 24,517,923

Interest paid (cash basis) was \$1,171,893 in 2000.

The future estimated annual principal payments on long-term debt are as follows:

2001	\$ -
2002	508,284
2003	1,206,937
2004	1,397,306
2005	1,397,306
Thereafter	<u>20,008,090</u>
	<u>\$ 24,517,923</u>

The mortgage note issued under the loan agreement with CoBank is to be repaid in quarterly installments of interest only through August 2002, then principal and interest in quarterly payments, maturing 2008.

Both the CoBank note and the bonds are direct liabilities of Telapex, Inc. and have been advanced to Telepak Networks, Inc.

Substantially all assets of Telapex, Inc. and subsidiaries (excluding Telepak), as well as the stock in all subsidiaries except Telepak, Inc., are pledged under the CoBank credit agreement.

NOTE 5 - RELATED PARTY TRANSACTIONS

Telapex, Inc. and certain of its affiliates provide the Company with centralized management, accounting, consulting and other services which resulted in billings to the Company of \$328,823 in 2000. These services are billed to the Company based on direct labor charges and other factors, plus an amount for invested cost of capital in providing those services.

The Company provides Telepak, Inc., one of its affiliates, various broadband services. Billing for these services amounted to \$5,121,960 in 2000. The Company also provides Telapex, Inc. and certain of its affiliates with various broadband services. Billings for these services amounted to \$82,218 in 2000. These services are billed by the Company based on direct costs associated with providing these services.

NOTE 6 - PROVISION FOR INCOME TAXES

The Company, for income tax purposes, is included in the consolidated tax return of Telapex, Inc. For financial statement purposes, the Company computes its income tax by applying the statutory rate to its pretax income reported in the financial statements (separate return method).

The Company is compensated on a current basis for net operating losses to the extent such losses can be used to reduce the parent company's tax liability. At December 31, 2000, the Company had an amount due to Telapex, Inc. for excess funds received for projected net operating losses.

The (provision) benefit for federal and state income taxes consisted of the following:

Current benefit:

Federal	\$ 673,169
State	<u>101,905</u>
	775,074

Deferred taxes (provision) benefit:

Federal	(67,397)
State	<u>(10,120)</u>
	<u>(77,517)</u>
	<u>\$ 697,557</u>

NOTE 6 - PROVISION FOR INCOME TAXES (CONTINUED)

The components of net deferred tax liabilities in the accompanying balance sheet due to temporary differences and carryforwards are as follows:

Deferred tax liabilities:	
Accelerated tax depreciation	\$ 94,848
Other items	<u>55,031</u>
	149,879
Deferred tax assets:	
Accrued leave	17,362
ESOP contributions	<u>10,318</u>
	<u>27,680</u>
Net deferred tax liabilities	<u>\$ 122,199</u>

Income taxes received as compensation for net operating losses (cash basis) amounted to \$1,007,000 in 2000.

The Company's effective tax rate for 2000 is greater than the federal statutory tax rate. The difference results principally from the provision for state income taxes and certain nondeductible expenses.

NOTE 7 - LEASES

The Company leases approximately 800 broadband lines from BellSouth. These leases are usually for a period of 24 months and are paid at the current tariff rates. The amount charged to expense for these leases was \$2,138,000 in 2000.

The Company also leases SMARTRing services from BellSouth. These leases were entered into on August 30, 1999, and are for a minimum period of 37 months. Lease expense was \$2,136,000 for 2000.

At December 31, 2000, future minimum lease payments under these leases were as follows:

2001	\$ 2,140,000
2002	892,000

NOTE 8 - FAIR VALUE OF FINANCIAL INSTRUMENTS

The following methods and assumptions are used by the Company in estimating the fair value of its financial instruments:

- Cash and cash equivalents, temporary cash investments and other short-term investments are based on face amounts.
- The fair values of other long-term investments are estimated using discounted cash flow analyses based on the Company's current incremental investment rates for similar types of investments.
- The fair value of notes payable and long-term debt is estimated using discounted cash flow analyses based on the Company's current incremental borrowing rates for similar types of borrowing arrangements.

The carrying amounts and fair values of the Company's financial instruments at December 31, 2000, are as follows:

	<u>2000</u>	
	<u>Carrying Amount</u>	<u>Fair Value</u>
Cash and cash equivalents	\$ 11,275,085	\$ 11,275,085
Long-term debt	24,517,923	24,517,923

TELEPAK NETWORKS, INC.
(A SUBSIDIARY OF TELAPEX, INC.)

BALANCE SHEET
DECEMBER 31, 2000

ASSETS

CURRENT ASSETS:

Cash and cash equivalents	\$ 11,275,085
Accounts receivable (no allowance considered necessary):	
Customers	176,135
Affiliates	598,958
Prepaid expenses	<u>587</u>

TOTAL CURRENT ASSETS 12,050,765

PROPERTY, PLANT AND EQUIPMENT - Note 3:

In service and under construction	11,479,483
License acquisition costs	<u>3,542,121</u>
	15,021,604
Less accumulated depreciation and amortization	<u>(779,834)</u>
	14,241,770

NONCURRENT ASSETS:

Loan origination costs, net	623,195
CoBank Stock, at cost	61,676
Other	<u>59,378</u>
	<u>744,249</u>

\$ 27,036,784

See accompanying Notes to Financial Statements.

TELEPAK NETWORKS, INC.
(A SUBSIDIARY OF TELAPEX, INC.)
STATEMENT OF OPERATIONS
YEAR ENDED DECEMBER 31, 2000

OPERATING REVENUES:	
Broadband service	\$ 5,543,853
OPERATING EXPENSES:	
Cost of service	4,892,051
General and administrative	745,349
Sales and marketing	242,592
Business operations	212,887
Depreciation and amortization	<u>399,425</u>
TOTAL OPERATING EXPENSES	<u>6,492,304</u>
OPERATING LOSS	(948,451)
OTHER INCOME (EXPENSE):	
Interest income	227,388
Interest expense	<u>(1,145,608)</u>
	<u>(918,220)</u>
LOSS BEFORE INCOME TAXES	(1,866,671)
INCOME TAX BENEFIT - Note 6	<u>697,557</u>
NET LOSS	<u>\$ (1,169,114)</u>

See accompanying Notes to Financial Statements.

TELEPAK NETWORKS, INC.
(A SUBSIDIARY OF TELAPEX, INC.)
STATEMENT OF CASH FLOWS
YEAR ENDED DECEMBER 31, 2000
Increase (Decrease) in Cash and Cash Equivalents

CASH FLOWS FROM (USED FOR) OPERATING ACTIVITIES:	
Net loss	\$ (1,169,114)
Adjustments to reconcile net loss to net cash used by operating activities:	
Depreciation and amortization	399,425
Amortization of loan origination costs	21,471
Deferred income taxes	77,517
Changes in operating assets and liabilities:	
(Increase) decrease in accounts receivable, net	(736,083)
(Increase) decrease in prepaid expenses	(587)
Increase (decrease) in income taxes payable	581,725
Increase (decrease) in accounts payable	1,120,018
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NET CASH FROM OPERATING ACTIVITIES	357,915
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Additions to property, plant and equipment	(8,867,716)
Increase in other noncurrent assets, net	<u>(92,809)</u>
NET CASH FROM (USED FOR) INVESTING ACTIVITIES	(8,960,525)
CASH FLOWS FROM (USED FOR) FINANCING ACTIVITIES:	
Dividends paid	(137)
Repayment of long-term debt	(8,782,343)
Paid-in capital	356,175
Proceeds from long-term debt	<u>27,823,255</u>
NET CASH FROM FINANCING ACTIVITIES	<u>19,396,950</u>
NET INCREASE IN CASH AND CASH EQUIVALENTS	10,794,340
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>480,745</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 11,275,085</u>
 Supplemental Disclosure:	
Accounts payable for purchases of property and equipment	<u>\$ 1,621,513</u>

See accompanying Notes to Financial Statements.

Exhibit G

1. Telepak Networks, Inc. has sufficient financial capability to provide the requested service proposed through both its ongoing operations and a \$15 million bond issue, as well as resources through its parent company, Telapex, Inc., which maintains an additional \$30 million credit facility. Telapex, Inc., through its subsidiaries, has provided telecommunications services for over forty years.
2. Telepak Networks, Inc. has sufficient financial capability to maintain the requested service proposed through its ongoing operations and current capitalization. Current and near-term services consist of the resale of leased circuits to major cellular and PCS providers under contract.
3. Telepak Networks, Inc. has sufficient financial capability to meet its lease or ownership obligations through its ongoing operations and current capitalization, as well as available resources through its parent company, Telapex, Inc.

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunication services provided by Telepak Networks, Inc. (TNI) with its principal office at 125 S. Congress St., Ste 1830, Jackson, Mississippi, 39201. This tariff applies for services furnished within the State of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

ISSUED: 07/27/01

By: Gregg Logan, Vice President
125 S. Congress St., Ste 1830
Jackson, Mississippi 39201-3304

EFFECTIVE:

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.

Sheet	Revision	Sheet	Revision
1	Original	42	Original
2	Original	43	Original
3	Original	44	Original
4	Original	45	Original
5	Original	46	Original
6	Original	47	Original
7	Original	48	Original
8	Original	49	Original
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26	Original	67	Original
27	Original	68	Original
28	Original	69	Original
29	Original	70	Original
30	Original	71	Original
31	Original	72	Original
32	Original	73	Original
33	Original	74	Original
34	Original	75	Original
35	Original	76	Original
36	Original	77	Original
37	Original	78	Original
38	Original	79	Original
39	Original	80	Original
40	Original	81	Original
41	Original	82	Original

ISSUED: 07/27/01

EFFECTIVE:

By: Gregg Logan, Vice President
125 S. Congress St., Ste 1830
Jackson, Mississippi 39201-3304

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ISSUED: 07/27/01

EFFECTIVE:

By: Gregg Logan, Vice President
125 S. Congress St., Ste 1830
Jackson, Mississippi 39201-3304

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ISSUED: 07/27/01

EFFECTIVE:

By: Gregg Logan, Vice President
125 S. Congress St., Ste 1830
Jackson, Mississippi 39201-3304

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ISSUED: 07/27/01

EFFECTIVE:

By: Gregg Logan, Vice President
125 S. Congress St., Ste 1830
Jackson, Mississippi 39201-3304

CONCURRING CARRIERS

NONE

CONNECTING CARRIERS

NONE

OTHER PARTICIPATING CARRIERS

NONE

ISSUED: 07/27/01

By:

Gregg Logan, Vice President
125 S. Congress St., Ste 1830
Jackson, Mississippi 39201-3304

EFFECTIVE:

SYMBOLS SHEET

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: 07/27/01

By: Gregg Logan, Vice President
125 S. Congress St., Ste 1830
Jackson, Mississippi 39201-3304

EFFECTIVE:

TARIFF FORMAT SHEETS

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 FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc, the FPSC 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:

- 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 FPSC, 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 symbols used on this page 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 page is the most current on file with the FPSC.

ISSUED: 07/27/01**EFFECTIVE:**

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Commission – The Florida Public Service Commission.

Company or Carrier – The person, firm, corporation or other entity which initiates a call on the Company's network, or accepts billing for a call on the Company's network, subject to the terms and conditions of the Company's tariff regulations.

Customer or End User – The person, firm, corporation or other entity which initiates a call on the Company's network, or accepts billing for a call on the Company's network, subject to the terms and conditions of the Company's tariff regulations.

Customer Provided Equipment – Equipment or facilities provided by persons other than TNI and connected to TNI services and/or facilities. The Customer, not the Company, shall be responsible for compliance with FCC Rules, 47 CFR. Part 68, and for all maintenance of such equipment and/or facilities.

ICB – Individual Case Basis

LEC – Local Exchange Company.

Other Common Carrier – A person, firm, corporation, or entity regulated by the FPSC or the FCC which subscribes to carriers' communications services and facilities and resells these communications services and facilities to the public for a profit.

Rate Center – A geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage for the purposes of rating a call.

Subscriber – The person, firm, partnership, corporation, or other entity who owns, leases, or manages the pay telephone, PBX, or other switch vehicle from which a Customer or End User places a call utilizing the services of the Company. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer or an End User.

TNI – Telepak Networks, Inc.

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SECTION 2 - RULES AND REGULATIONS**2.1 Service Area**

Service is being offered for origination and termination throughout the entire State of Florida.

2.2 Calculation of Distance

(A) 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.

(B) Long distance telecommunications service rates between points (cities, towns or localities) are based on the airline distance between rate centers. In general, each point is designated as a rate center; certain small towns or localities are assigned adjacent rate centers with which they are closely associated for communication purposes or by community of interest.

(C) The distance between the Rate Center of the Subscriber's equipment and that of the destination point is calculated by using the "V" and "H" coordinates found in AT&T FCC Tariff No. 10, in the following manner:

Step 1 – Obtain the "V" and "H" coordinates for the Rate Centers of the Subscriber's switch and the destination point.

Step 2 – Obtain the difference between the "V" coordinates of each of the Rate Centers. Obtain the difference between the "H" coordinates.

Step 3 – Square the differences obtained in Step 2.

Step 4 – Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 – Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6 – Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Rate Centers.

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EFFECTIVE:

SECTION 2 - RULES AND REGULATIONS continued

2.3 Undertaking of Telepak Networks, Inc.**2.3.1 General**

TNI's services and facilities are furnished for communications originating at specified points within the State of Florida under terms of this tariff.

TNI installs, operates, and maintains the communications services provided herein under in accordance with the terms and conditions set forth under this tariff. Services provided herein under will be provided over facilities leased by TNI from other carriers or entities and/or owned and operated by TNI for the completion of service within the State of Florida. TNI may act as the Subscriber's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Subscriber, to allow connection of a Subscriber's location to the network. The Subscriber shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise stated, and are available twenty-four hours per day, seven days per week.

2.3.2 Limitations

- A. Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff. TNI reserves the right to negotiate special terms and conditions (i.e., special promotions) with particular customers providing agreement is reached and signed with the customer.
- B. TNI reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Subscriber or Customer is using service in violation of provisions of this tariff, or in violation of the law.

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EFFECTIVE:

SECTION 2 - RULES AND REGULATIONS continued

2.3 Undertaking of Telepak Networks, Inc. (Cont.)**2.3.2 Limitations** (Cont.)

- C. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- D. All facilities provided under this tariff are directly controlled by TNI and the Subscriber may not transfer or assign the use of service or facilities without 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.
- E. 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 of service.

2.4 Liability of the Company**2.4.1 General**

- A. In no event shall TNI be liable for any special, consequential, punitive, or incidental damages including loss of use, profits, revenue or goodwill. TNI shall not be liable for any failure of performance due to causes and/or circumstances beyond its control, nor shall TNI be liable for any act or omission for any other company furnishing any portion of service to subscriber, including, but not limited to, any premise equipment owned by the subscriber, any equipment supplied to the Subscriber by TNI or any other supplier of equipment to subscriber (under warranty, service agreement, or otherwise), or any network service contracted by subscriber or TNI.

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SECTION 2 - RULES AND REGULATIONS continued

2.4 Liability of the Company (Cont.)**2.4.1 General** (Cont.)

- B. The liability of TNI for any claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff shall not exceed an amount equivalent to the proportionate monthly charge to the customer for the period of service or the facility provided during which such interruption, delay, error, omission or defect occurs. For the purpose of computing this amount, the number of days in each monthly billing cycle will be an assumed month of thirty (30) days for prorations.
- C. TNI shall be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission or other defect in any service, facility, or transmission provided under this tariff, if caused by any person or entity other than TNI, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond TNI's direct control.
- D. TNI shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, or loss, expense or damage, including indirect, special or consequential damage, (1) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trade mark, 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 person, property or entity arising from the material, data information, or content revealed to, transmitted, processed, handled, or used by TNI under this tariff; or (2) for connecting, combining or adapting TNI's facilities with customer's apparatus or systems; or (3) for any act or omission of the customer; or (4) for any personal injury or death

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SECTION 2 - RULES AND REGULATIONS continued

2.4 Liability of the Company (Cont.)**2.4.1 General** (Cont.)

D. (Cont.)

or death of any person or for any loss of or damage to customer's premises or any other property, whether owned by the customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, or removal of equipment or wiring provided by TNI, if not directly caused by negligence of TNI. No agent or employee or any other carrier shall be deemed to be an agent or employee of TNI.

E. TNI shall not be liable for any charges or costs incurred by the customer for use of another Carrier's services whether caused by failure of TNI's equipment or service or otherwise.

F. The Company shall be indemnified, defended and held harmless by the Customer, against any claim, loss or damage arising from the use of services offered under this tariff including, but not limited to, claims by subscribers to services provided to the Customer, and users of any services provided or resold by the Customer.

2.4.2 Unauthorized Computer Intrusion

The Company's liability, if any, for its willful misconduct is not limited by this section of the tariff. With respect to any other claim or suit by a subscriber, common carrier, reseller, or any other party for damages caused by, or associated with, any unauthorized computer intrusion, including but not limited to the input of damaging information such as a virus, time bomb, any unauthorized access, interference, alteration, destruction, theft of, or tampering with, a Company computer, switch, data, database, software, information, network or other similar system, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge by the Company for the service for the period during which the service provided by the Company was affected or so utilized.

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EFFECTIVE:

SECTION 2 - RULES AND REGULATIONS continued**2.4 Liability of the Company (Cont.)****2.4.3 Transmission of Data**

The Company shall not be held liable for any damage, harm or loss of data caused by the subscriber using the Company's voice grade telephone access lines and/or facilities for the transmission of data. The Company's liability shall be limited to errors or damages to the transmission of voice messages over these facilities, and the liability shall be limited to an amount equal to the proportional amount of the Company's billing for the period of service during which the errors or damages occur.

2.4.4 Errors or Damages Caused by System Data Limitations

The Company's liability for errors or damage resulting from the inability of the Company's systems to process unusual dates, such as the Year 2000, shall be limited to an amount equal to the proportional amount of the Company's billing for the period of service during which the errors or damages occur.

2.5 Use of Service**Purpose**

Service provided under this tariff may be used for any lawful purpose for which the service is technically suited.

The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers as required to meet changing regulatory rules and standards of the Florida Public Service Commission.

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EFFECTIVE:

SECTION 2 - RULES AND REGULATIONS continued

2.6 Terminal Equipment

The Company's facilities and service may be used with or terminated in Subscriber-provided terminal equipment or Subscriber-provided communications systems, such as a PBX. Such terminal equipment shall be furnished and maintained at the expense of the Subscriber, except as otherwise provided. The Subscriber is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of TNI's service. Additional protective equipment, if needed, shall be employed at the customer's expense

- A. When such terminal equipment is used, the equipment shall comply with the minimum protective criteria set forth in Subpart B of the Federal Communications Commission's Rules (47 C.F.R. 68.100 – 68.110) and shall not interfere with service furnished to other customers.
- B. The customer shall ensure that his terminal equipment is properly interfaced with TNI's facilities, that the signals emitted into TNI's facilities are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the customer, and that the signals do not damage TNI's equipment, injure personnel or degrade service to other customers.
- C. If the customer fails to maintain and operate his terminal equipment properly, resulting in the occurrence or possibility of harm to TNI's equipment, personnel, or the quality of service to other customers, TNI may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety of service, TNI may, upon written notice, terminate the customer's service immediately.
- D. The customer shall not remove, dismantle, modify, repair, or otherwise tamper with any TNI-owned terminal equipment. Customer shall be liable for any loss or damage to the TNI Equipment from fire, flood, storm, negligence, or other actions of the customer or any third party, or from any cause whatsoever, other than the actions of TNI, normal wear and tear resulting from the proper use of TNI Equipment excepted. The customer shall, at reasonable times, provide TNI access to its premises for the purpose of installing, maintaining, inspecting and removing TNI Equipment.

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SECTION 2 - RULES AND REGULATIONS continued

2.7 Installation and Termination

2.7.1 Subscriber Service Contract

Subscribers are required to contract for the various services offered by Telepak Networks, Inc. Contracts may be granted up to a term of sixty (60) months.

All services offered are subject to the Public Service Commission of the State of Florida Rules and Regulations as they apply.

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SECTION 2 - RULES AND REGULATIONS continued**2.8 Payment for Service and Service Dispute Resolution****2.8.1 Payment for Service**

All charges due by the Customer are payable to any agency duly authorized to receive such payments. The billing agency may be a local exchange telephone company, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Florida PSC. Any objections to billed charges must be promptly reported to the Company's billing agent. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Billing is payable upon receipt. All bills will show a delinquent date of not less than twenty (20) days from the bill date. However, TNI may demand immediate payment under the following circumstances:

- A. Where service is terminated or abandoned.
- B. Where service is two (2) times greater than the customer's average usage as reflected on the bills for the customer's average usage for the three (3) billing cycles prior to the current bill or, in the case of a new customer who has been receiving service for less than four (4) billing cycles, where the service is twice the estimated billing cycle.
- C. Where TNI has reason to believe that a business subscriber is about to go out of business or that bankruptcy is imminent for that customer.
- D. When a bill for the immediately preceding billing cycle is issued and the subscriber is delinquent in his payment for the billing cycle(s) preceding the immediately preceding billing cycle.

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SECTION 2 - RULES AND REGULATIONS continued

2.8 Payment for Service and Service Dispute Resolution (Cont.)**2.8.1 Payment for Service** (Cont.)

The demand for immediate payment will be accompanied by a bill which itemizes or summarizes the charges for which payment is demanded, or, if the demand is made orally, an itemized or summarized bill will be mailed or delivered to the customer within three (3) days after the demand is made.

The customer is responsible for payment of all charges for services furnished to the customer. Charges for installation, removal, equipment security deposits, moves and rearrangements are payable upon demand by TNI. Recurring charges and non-recurring charges, if any, are billed in advance and shall not be prorated for any period shorter than the minimum service period. The initial billing will include the charges, if any, for the first billing cycle's minimum charges. The initial billing may, at TNI's option, also include one billing cycle's estimated usage billed in advance. Thereafter, charges based on actual usage during a billing cycle will be billed each billing cycle in arrears.

If a customer has no usage for two consecutive billing cycles, TNI may; 1) discontinue sending the customer a bill until such customer uses TNI's system, and/or 2) cancel the customer's authorization code, if any. If TNI cancels the customer's authorization code, it will be reinstated at the customer's request if the customer complies with all of TNI's then rules and regulations.

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SECTION 2 - RULES AND REGULATIONS continued

2.8 Payment for Service and Service Dispute Resolution (Cont.)**2.8.1 Payment for Service** (Cont.)

All applicable taxes, charges, exactions, fees, or the like which must be paid to any governmental authority for the provision, use, consumption, or enjoyment of service and which may be charged directly to the consumer will be separately stated on the customer's bill and collected from the customer.

The customer is responsible for payment of all charges for services furnished to the customer or its joint or authorized users. This responsibility is not changed, by the virtue of any use, misuse, or abuse of the customer's service, or customer-provided systems, equipment, facilities, or services interconnected to the customer's service, which use, misuse, or abuse may be occasioned by third parties, including, without limitation, the customer's employees or other members of the public.

2.8.2 Service Dispute Resolution

Any objection to billed charges should be reported to the billing agent or Company within sixty (60) days from the day the bill is issued. Adjustments to End User's bills shall be made when circumstances exist which reasonably indicate that such changes are appropriate. End Users have the right to appeal service disputes to the Florida Public Service Commission. The Commission's address and phone number are:

2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6480

ISSUED: 07/27/01

EFFECTIVE:

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SECTION 2 - RULES AND REGULATIONS continued

2.9 Establishment and Re-establishment of Credit

- 2.9.1 In the event service is temporarily suspended for non-payment such service will be restored upon payment of all charges due.
- 2.9.2 A restoral of service charge will be applicable per customer temporarily suspended.
- 2.9.3 Subscribers not reestablished within five (5) days from date of suspension will be treated as a new subscriber and appropriate Nonrecurring Charges and an advance payment will apply.
- 2.9.4 The use and restoration of facilities or service in emergencies shall be in accordance with Part 64, Subpart "D", of the Federal Communications Rules and Regulations which specifies the priority system for such activities.

2.10 Deposits and Advance Payments

- 2.10.1 The Company does not require a deposit from the Customer or Subscriber.
- 2.10.2 For Customers or Subscribers whom the Company feels an advance payment is necessary, TNI 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.

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EFFECTIVE:

SECTION 2 - RULES AND REGULATIONS continued

2.11 Notices**2.11.1 Notice to the Customer**

Notices from the Company to a Customer normally will be given in writing, either delivered or mailed to the Customer's address of record.

In emergencies, where delay may result in impaired service or in hazards to the Customer, the public, or the Company's Facilities, the Company may resort to verbal notices given by telephone, radiotelephone, personal contact, or other means of communication.

2.11.2 Notices from the Customer

Notices from a Customer to the Company may be given verbally by the Customer or the Customer's authorized agent at the Company's office, or by written communication mailed thereto. Written notice is required when specified in tariff schedules or in any written agreement.

2.12 Rendering and Payment of Bills**2.12.1 Returned Check Charge**

When a payment for service is made by check, draft, or similar negotiable instrument, a returned check charge will be made by the Company for each such item returned unpaid by a bank to the Company for any reason, in accordance with Florida Law. The acceptance of checks, drafts, or other negotiable instruments for the satisfaction of the Customer's debts to the Company shall not constitute a waiver by the Company of its right to payment by legal tender.

2.12.2 Extra Copies of Bill

Extra Copies of a subscriber's monthly bill will be provided by the Carrier at the rate specified in this tariff.

ISSUED: 07/27/01**EFFECTIVE:**

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SECTION 2 - RULES AND REGULATIONS continued

2.12 Rendering and Payment of Bills (Cont.)**2.12.3 Late Charge Penalty Fee**

All bills for miscellaneous services are due when rendered and payable at the office of the Company or authorized collection agency within ten (10) days of the billing date. All bills not paid within fifteen (15) days of the billing date will be assessed a 1% penalty, or the maximum allowed by law, on intrastate billing with a minimum penalty of \$5.00. Failure to receive the telephone bill does not relieve the subscriber from prompt payment within ten (10) days of the billing date. The Company will assess a penalty on disputed bills that are delinquent until the dispute is settled and/or paid in full.

2.13 Fraud

The Company shall have the right to refuse or discontinue service if the acts of the customer, including furnishing false credit information or the conditions upon their premises are such as to indicate intention to defraud the Company.

2.14 Non Compliance with the Company's Rules

The Company may discontinue service if a customer fails to comply with any of the rules herein.

2.15 Telephone Calls with Intent to Annoy

The Company may discontinue service of any customer who, with intent to annoy, telephones another and addresses to or about such other person any obscene language or addresses to such other person any threat to inflict injury to the person or property of the person addressed or any family member.

The Company may discontinue service of any customer who, with intent to annoy, repeatedly telephones another without disclosing his true identity to the person answering the telephone, whether or not conversation ensues during the telephone calls.

ISSUED: 07/27/01

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EFFECTIVE:

SECTION 2 - RULES AND REGULATIONS continued**2.16 Discontinuance and Restoration of Service****2.16.1 Intentional Abuse of Service**

The Company has the right to refuse telephone service to any premises and at any time to discontinue telephone service, if it finds it necessary to do so to protect itself against intentional abuse. Intentional abuse of service includes, without limiting the generality of the foregoing; the use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of a message charge or an exchange service charge. Another form of such abuse is an intentional uninterrupted connection of one exchange station to another station, excluding those connections charged for on an elapsed time basis, which permits the use of the facilities in a manner similar to private line service. It also includes intentional receiver off hook conditions.

2.16.2 Disconnection of Service for Cause

Upon non-payment of any sum due the Company or upon a violation of any of the conditions governing the furnishing of service as provided in this tariff, the Company may by notice in writing mailed to the Customer, without incurring any liability, temporarily discontinue the furnishing of service to the Customer. Telephone Services may be discontinued five (5) days after mailing notice of intention to discontinue service and a Restoral of Service charge will be made by the Company for restoration of such Authorization Code and/or line. If the Company elects to discontinue service, the Customer shall be responsible for all charges through the date of termination.

ISSUED: 07/27/01

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EFFECTIVE:

SECTION 2 - RULES AND REGULATIONS continued

2.16 Discontinuance and Restoration of Service (Cont.)**2.16.2 Disconnection of Service for Cause** (Cont.)

If any customer-provided, or end user-provided equipment is used with Facilities provided by the Company in violation of any law or any of the provisions in this tariff, the Company will take such action as is necessary for the protection of its Facilities or the service of its other Customers and other persons provided with Telephone Services. The Customer shall discontinue such use of the equipment or correct the violation immediately upon actual or constructive knowledge of a violation and shall confirm in writing to the Company within fifteen (15) calendar days that such use has ceased or that the violation has been corrected. Failure of the customer to discontinue such use or correct the violation, and to give the required written confirmation to the Company within the time stated above shall result in interruption of the service of the Customer creating the violation.

Telephone Services may be refused, reduced, or partially or completely discontinued without notice in the event the Company is informed that the service is used in such a manner that will adversely affect the Company's services to others.

The Company may disconnect the Telephone Services in accordance with the terms hereof without any liability except for an appropriate refund of prepaid charges and any service deposit with accrued interest.

ISSUED: 07/27/01

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EFFECTIVE:

SECTION 2 - RULES AND REGULATIONS continued

2.16 Discontinuance and Restoration of Service (Cont.)**2.16.2 Disconnection of Service for Cause** (Cont.)

In the event that legal action is instituted by TNI to recover any sums due and TNI prevails, TNI shall be entitled to recover its costs of collections, legal costs, court costs and reasonable attorney's fees as the court may award, in addition to whatever other relief the court may award. Any sums then due shall earn interest at the rates of one and one-half (1-1/2%) percent simple interest per month (unless otherwise prescribed by law, in which event at the highest rate allowed by law), from the date these sums were accrued until the entire debt is paid in full.

2.17 Installation and Termination

Service is installed upon mutual agreement between the Subscriber and the Company. The agreement will determine terms and conditions of installation, termination of service, any applicable sales commission structure, and sales commission payment schedule. The service agreement does not alter rates specified in the tables and schedules contained in this tariff.

2.18 Ownership of Equipment

Equipment furnished by the Company on the premises of a subscriber is the property of the Company. Title to all equipment provided by TNI under these regulations remains with TNI. 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.

2.19 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed on customer bills as separate line items and are not included in the quoted rates.

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SECTION 2 - RULES AND REGULATIONS continued**2.20 Promotional Offerings**

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and location. At the option of the Company, fees may be waived under certain competitive conditions as may be warranted from time to time.

2.21 Minimum Service Period

The minimum service period for service is one complete month.

2.22 Inspection, Testing and Adjustment

TNI may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the requirements of this tariff are being complied with in the installation, operation, or maintenance of the customer's or TNI's equipment. The customer shall make such facilities or equipment available to TNI for testing and inspecting upon reasonable notice. TNI may interrupt the service at any time, without penalty to itself, because of departure from any of these requirements.

No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.23 Employee Concessions

Should an employee leave the employ of the Company, such employee's service provided by the Company will be discontinued immediately. Such employee may reapply for service as a customer in the manner set forth herein.

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EFFECTIVE:

SECTION 2 - RULES AND REGULATIONS continued

2.24 Taxes and Fees Chargeable to Customers/Subscribers**2.24.1 Adjustments for Municipality Payments**

If at any future time a municipality acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Carrier, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the subscribers receiving service within the territorial limits of such municipality. Such billing shall allocate the tax, fee or charge among subscribers uniformly on the basis of each subscriber's monthly charges for the types of service made subject to such tax, fee or charge.

2.24.2 Adjustments for County or Other Local Taxing Authority Payments

If at any future time a county or other local taxing authority acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Carrier, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the subscribers receiving service within the territorial limits of such county or other taxing authority. Such billing shall allocate the tax, fee or charge among subscribers uniformly on the basis of each subscriber's monthly charges for the types of service made subject to such tax, fee or charge.

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SECTION 2 - RULES AND REGULATIONS continued

2.24 Taxes and Fees Chargeable to Customers/Subscribers (Cont.)**2.24.3 Gross Receipts Tax**

When utility or telecommunications assessments, franchise fees, or privilege, license, occupational, excise, or other similar taxes or fees, based on interstate receipts are imposed by certain taxing jurisdictions upon the Company or upon local exchange companies and passed on to the Company through or with interstate access charges, the amounts of such taxes or fees will be billed to Customers in such a taxing jurisdiction on a prorated bases. The amount of charge that is prorated to each Customer's bill is determined by the interstate telecommunications services provided to and billed to a Customer service location in such a taxing jurisdiction with the aggregate of such charges equal to the amount of the tax or fee imposed upon or passed on to the Company.

2.25 Special Contracts

In compliance with the laws of the State of Florida and the Public Service Commission's Rules and Regulations, the Company may, in appropriate circumstances, enter into contracts with specific customers for service on the basis of negotiated rates.

2.26 Applicable Rates and Charges

The rates and charges applicable at any given time will be specified in the appropriate rate section and filed with the Florida Public Service Commission by the Company.

The Company will furnish new rate pages reflecting any changes in rates and charges to the Florida Public Service Commission.

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SECTION 3 - RATE SCHEDULES**3.1 Asynchronous Transfer Mode (ATM) Service****3.1.1 General**

- A. Asynchronous Transfer Mode (ATM) Service (herein referred to as ATM Service) is a connection-oriented data transport service based on ATM cell-based switching technology.
- B. ATM Service provides flexible connectivity using virtual connections implemented over digital facilities operating at transmission speeds of 1.536 Mbps, 44.210 Mbps, 149.760 Mbps or 599.040 Mbps. This service provides for the switching of symmetrical duplex transmissions of fixed-length ATM cells, utilizing virtual connections. As ATM is a connection-oriented service, to transfer information a virtual connection must be set up across the ATM network. ATM service supports permanent virtual connections.

Information transmitted by ATM Service is segmented into fixed length cells, transported to and re-assembled at the specified destination. An ATM cell has a fixed length of 53 bytes. An ATM cell is broken into two main sections, the head and the payload. The payload is the portion which carries the actual information. The header is used for network functions, such as addressing and error correction.

- C. Network interface specifications for ATM Service are contained in the following documents:

- 1) ATM Forum document, "ATM User-Network Interface Specification" (Versions 3.0 and 3.1). This document may be obtained from:

ATM Forum
2570 West El Camino Real
Suite 304
Mountain View, CA 94040

- 2) BellSouth Technical Reference 73585, "Asynchronous Transfer Mode (ATM) Network Interface and Performance Specifications". This document may be obtained from:

BellSouth Telecommunications, Inc.
Regional Documentation Coordinator
20th Floor
600 North 19th Street
Birmingham, AL 35203

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SECTION 3 - RATE SCHEDULES continued

3.1 Asynchronous Transfer Mode (ATM) Service (Cont.)**3.1.1 General** (Cont.)

- D. ATM Service, as provided for in this Tariff section, is offered for intraLATA and interLATA use only.
- E. The regulations and rates specified herein are in addition to the applicable regulations and rates specified in other sections of this and other Tariffs of the Company.
- F. The rates and charges set forth for ATM Service provide for the furnishing of service where suitable facilities are available.
- G. ATM Service is only available when provided in conjunction with Broadband Exchange Line Service. Specifications for Broadband Exchange Line Service are contained in this Tariff.
- H. ATM Service may be interconnected with Frame Relay Service subject to the provisions set forth in Frame Relay Service of this Tariff.

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SECTION 3 - RATE SCHEDULES continued

3.1 Asynchronous Transfer Mode (ATM) Service (Cont.)**3.1.2 Regulations****A. Explanation of Terms****1) Customer Connection to ATM Service**

The Customer Connection provides the customer with the standard interface to the ATM Service network. This interface receives the data cells from the customer's network or device and verifies that the rate element addressing and traffic parameters are valid before relaying the cell to the specified destination. Included in the Customer Connection rate element are the customer's termination on the ATM Service switching equipment and the transport from the Serving Area Point to the switching equipment. These interfaces connect the ATM Service network with digital facilities operating at transmission speeds of 1.536 Mbps, 44.210 Mbps, 149.760 Mbps or 599.040 Mbps.

2) ATM Service Network Serving Area

Certain Company Central Offices are designated by the Company as Serving Area Points for the ATM Service Network Serving Area.

A customer accessing the ATM Service network, whose Serving Wire Center is designated a Serving Area Point, requires a Broadband Exchange Line-Fast Packet Option (FPO) as described in Frame Relay Service, of this Tariff. An ATM Service customer, whose Serving Wire Center is not designated a Serving Area Point, will use a Broadband Exchange Line Extension-FPO (also described in Frame Relay Service) to gain access to the closest designated Serving Area Point.

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SECTION 3 - RATE SCHEDULES continued

3.1 Asynchronous Transfer Mode (ATM) Service (Cont.)**3.1.2 Regulations** (Cont.)**A. Explanation of Terms** (Cont.)**3) Permanent Virtual Circuit (PVC)**

A PVC is a software defined data path transporting data within the ATM Service network between two ATM Customer Connections. This data path, once defined in the network software, does not have to be established again. PVCs are end-to-end, bi-directional channels that are established via the service provisioning process.

4) PVC Service Categories

PVC Service Categories are established to support the service requirements of various categories of customer applications for ATM PVCs. Four PVC service categories are available. The customer must specify the desired service category for each PVC that is ordered. ATM Service supports the following types of PVC service categories:

a) **Constant Bit Rate (CBR):** CBR allows for applications where a PVC requires special network timing requirements (i.e., strict PVC cell loss, cell delay and cell delay variation performance). For example, a CBR PVC would be utilized for applications requiring circuit emulation (i.e., a continuously operating logical channel) over ATM Service at transmission speeds comparable to DS1 and DS3. Such applications would include private line like service or voice type service where delays in transmission cannot be tolerated. The customer specifies the bandwidth required for each CBR-RT PVC when it is ordered.

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SECTION 3 - RATE SCHEDULES continued

3.1 Asynchronous Transfer Mode (ATM) Service (Cont.)**3.1.2 Regulations** (Cont.)**A. Explanation of Terms** (Cont.)**4) PVC Service Categories** (Cont.)

- b) **Variable Bit Rate – Real Time (VBR-RT):**
VBR-RT allows for applications where a PVC requires low cell delay variation. For example, VBR-RT would be utilized for applications such as variable bit rate video compression and packet voice and video which are somewhat tolerant of delay. The customer specifies the bandwidth required for each VBR-RT PVC when it is ordered.
- c) **Variable Bit Rate – Non-Real Time (VBR-NRT):**
VBR-NRT allows for a PVC that can tolerate larger cell delay variations than VBR-RT. For example, VBR-NRT would be utilized for applications such as data file transfers. The customer specifies the bandwidth required for each VBR-NRT PVC when it is ordered.
- d) **Unspecified Bit Rate (UBR):** UBR allows for a PVC where the user does not require one of the PVC service categories described in a. through c. preceding. For example, UBR would be utilized where the customer seeks a low cost method of transporting burst data for non-critical applications that can tolerate delay variations. The Company will attempt to deliver all ATM cells received via UBR PVCs; however, network congestion may result in loss of ATM cells.

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SECTION 3 - RATE SCHEDULES continued

3.1 **Asynchronous Transfer Mode (ATM) Service** (Cont.)3.1.2 **Regulations** (Cont.)A. **Explanation of Terms** (Cont.)5) **PVC Traffic Parameters**

In accordance with the technical specifications for ATM Service set forth in the technical publications referenced in General, Section C, preceding, each non-UBR type PVC has a set of traffic parameters to describe the characteristics of the information being transmitted. Fixed values for these traffic parameters are derived from the PVC bandwidth specified by the customer for each PVC. These parameters are:

- a) **Peak Cell Rate (PCR)** – The PCR, in cells per second, is an upper bound on the source traffic that can be submitted on an ATM Customer Connection. PCR is a traffic parameter considered for both CBR and VBR service categories.

PCR is the only traffic parameter considered for a CBR PVC; the equivalent bandwidth per CBR PVC equals the PCR, in cells per second, times 0.000424.

PCR is one of three traffic parameters considered for a VBR PVC. For a VBR-RT PVC, unless specified otherwise by the customer, PCR is 200 percent (200%) of the SCR described following. For a VBR-NRT PVC, unless specified otherwise by the customer, PCR is 400 percent (400%) of the SCR described following.

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SECTION 3 - RATE SCHEDULES continued

3.1 Asynchronous Transfer Mode (ATM) Service (Cont.)**3.1.2 Regulations (Cont.)****A. Explanation of Terms (Cont.)****5) PVC Traffic Parameters (Cont.)**

- b) **Sustainable Cell Rate (SCR)** – The SCR, in cells per second, is an upper bound on the conforming average cell rate of an ATM Customer Connection over time.

SCR is a traffic parameter considered only for a VBR PVC. The equivalent bandwidth per VBR-RT PVC is equal to the SCR, in cells per second, times 0.000512. The bandwidth per VBR-NRT PVC is equal to the SCR, in cells per second, times 0.000804.

- c) **Maximum Burst Size (MBS)** – MBS is the maximum number of consecutive cells that may be transmitted at the peak cell rate.

MBS is a traffic parameter considered only for a VBR PVC. For a VBR-RT PVC, the MBS is fixed at 32 cells per second. For a VBR-NRT PVC, the MBS is fixed at 100 cells per second.

6) PVC Segment

For ATM Service, the PVC segment defines the logical path between a customer's premises and the ATM Customer Connection on the ATM switch. An ATM PVC segment must be provisioned by the Company via service order activity and remain in place until requested to be removed by the customer. For ATM Service, two PVC segments are mapped together through the ATM switch to create a PVC representing a virtual channel through the ATM network. To allow one customer premises to communicate with another customer premises, two ATM Customer Connections and two PVC segments are required.

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SECTION 3 - RATE SCHEDULES continued

3.1 Asynchronous Transfer Mode (ATM) Service (Cont.)**3.1.2 Regulations (Cont.)****A. Explanation of Terms (Cont.)****7) PVC Segment Bandwidth**

A PVC Segment Bandwidth Charge is applicable for each CBR or VBR PVC segment. Such non-UBR PVC equivalent bandwidth represents the ATM Service network resources based on the PVC's traffic parameters. The PVC Segment Bandwidth Charge is derived by multiplying the PVC segment's equivalent bandwidth (calculation following) by the appropriate PVC Segment Bandwidth Charge (expressed in megabits or increments of 64 Kbps as described following).

The following calculations are applicable for determining non-UBR PVC segment bandwidth based upon the PVC service category.

- a) CBR equivalent bandwidth is equal to the PCR (cells per second) times 0.000424. PCR is equal to increments of 64 Kbps of equivalent bandwidth times 151, or megabits of equivalent bandwidth times 2358.
- b) VBR-RT equivalent bandwidth is equal to the SCR (cells per second) times 0.000512. For VBR-RT service, the PCR is fixed at 200 percent (200%) of the SCR and the MBS is fixed at 32 cells per second. SCR is equivalent to increments of 64 Kbps of equivalent bandwidth times 125, or megabits of equivalent bandwidth times 1953.
- c) VBR-NRT equivalent bandwidth is equal to the SCR (cells per second) times 0.000804. For VBR-NRT service, the PCR is fixed at 400 percent (400%) of the SCR and the MBS is fixed at 100 cells per second. SCR is equal to increments of 64 Kbps of equivalent bandwidth times 80, or megabits of equivalent bandwidth times 1244

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SECTION 3 - RATE SCHEDULES continued

3.1 **Asynchronous Transfer Mode (ATM) Service** (Cont.)

3.1.2 **Regulations** (Cont.)

A. **Explanation of Terms** (Cont.)

7) **PVC Segment Bandwidth** (Cont.)

Where the result from the PVC segment equivalent bandwidth calculation is greater than 1.536 Mbps, the value is expressed in units of megabits and (if a fraction of a megabit) is rounded up to the next whole megabit. This bandwidth is multiplied by the Per Megabit Bandwidth Charge.

Where the result from the PVC segment equivalent bandwidth calculation is less than or equal to 1.536 Mbps, that number should be divided by .064 Mbps to arrive at the quantity of 64 Kbps increments. If the resulting number is not a whole number, it should be rounded up to the next whole number and represents the number of 64 Kbps increments that should be utilized in the derivation of the PVC Segment Bandwidth Charge. This bandwidth is multiplied by the Per Increment of 64 Kbps Bandwidth Charge.

The following table illustrates the PVC segment equivalent bandwidth calculation for each non-UBR type PVC with one (1) megabit of bandwidth.

<u>ATM PC Service Category</u>	<u>Equivalent Bandwidth</u>	<u>Peak Cell Rate</u>	<u>Traffic Parameters (Cells Per Second)</u>	
			<u>Sustainable Cell Rate</u>	<u>Maximum Burst Size</u>
CBR	1 Megabit	2358	N/A	N/A
VBR-RT	1 Megabit	3906	1953	32
VBR-NRT	1 Megabit	4975	1244	100

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SECTION 3 - RATE SCHEDULES continued

3.1 Asynchronous Transfer Mode (ATM) Service (Cont.)**3.1.2 Regulations (Cont.)****A. Explanation of Terms (Cont.)****8) Feature Change Charge**

A Feature Change Charge is a nonrecurring charge which applies whenever a change is made (at the customer's request) to add or change ATM service as specified in Provision of Service following.

9) Serving Area Point (SAP)

A Serving Area Point (SAP) is a Company Central Office that is designated as a member of the ATM Service Network Serving Area. (See the explanation of ATM Service Network Serving Area preceding)

B. Basis of Offering

- 1) Detailed monthly billing is not provided.
- 2) Suspension of service is not allowed.

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SECTION 3 - RATE SCHEDULES continued**3.1 Asynchronous Transfer Mode (ATM) Service** (Cont.)**3.1.2 Regulations** (Cont.)**B. Basis of Offering** (Cont.)**3) Obligations of the Customer and Company**

- a) The Company is not responsible for the installation, operation, or maintenance of any equipment provided by the customer.
 - b) The Customer is responsible for the provision and maintenance of all Customer Provided Equipment (CPE) and to ensure that the operating characteristics of this equipment are compatible with and do not interfere with the service offered by the Company.
 - c) The maximum number of PVC segments per Customer Connection is subject to the characteristics of the customer's data traffic. Thus, the number of PVC segments per Customer Connection must be negotiated between the customer and the Company at the establishment of the Customer Connection and subsequent to the establishment should the traffic characteristics change.
- 4) In order to maintain the quality of ATM Service, the Company reserves the right to perform a preventive maintenance of software updates to the network. This could result in ATM Service being unavailable during the time period between 2:00 A.M. and 4:00 A.M. Eastern Time on any given Wednesday or Sunday morning. However, the Company expects only to utilize this maintenance window for any given switch on the average of once a quarter. In addition, the Company will make every reasonable effort to provide advance notice to those customers likely to be severely affected by such maintenance work. This maintenance window may be adjusted by the Company upon written notice to the customer.

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SECTION 3 - RATE SCHEDULES continued**3.1 Asynchronous Transfer Mode (ATM) Service** (Cont.)**3.1.2 Regulations** (Cont.)**B. Basis of Offering** (Cont.)

- 5) The minimum service period is 12 months.

C. Provision of Service

- 1) Rates and charges contained in this Section of the Tariff consist of the following elements:

a) **Customer Connection to ATM Service**

The ATM Customer Connection rate element includes the termination on the ATM switching equipment and the transport from ATM Serving Area Points to that switch. A minimum of one Customer Connection is required per customer to subscribe to ATM Service.

Rates for an ATM Customer Connection at speeds of 1.536 Mbps and 44.210 Mbps are flat rated based upon the average airline distance of ATM Serving Area Points from the ATM switch within a Network Serving Area.

Rates for an ATM Customer Connection at speeds of 149.760 Mbps and 599.040 Mbps may include two components. A fixed charge applies per 149.760 Mbps or 599.040 Mbps ATM Customer Connection. In addition, a Per Mile Charge applies if the ATM switch is not located in the customer's Serving Wire Center. Airline distance will be calculated from the customer's Serving Area Point to the Company Central Office where the ATM switch is located within that Network Serving Area. Fractions of miles will be rounded up to the nearest whole mile.

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SECTION 3 - RATE SCHEDULES continued**3.1 Asynchronous Transfer Mode (ATM) Service** (Cont.)**3.1.2 Regulations** (Cont.)**C. Provision of Service** (Cont.)

1) (Cont.)

b) PVC Feature Charges

PVC Feature Charges are required to establish PVC connections across the ATM Network.

- (1) **PVC Segment Charge** – A PVC Segment Charge applies for each PVC segment established over a Customer Connection. A PVC Segment Charge is applicable under all ATM PVC service categories.
- (2) **PVC Segment Bandwidth Charge** – A PVC Segment Bandwidth Charge is required per PVC segment established under the CBR or VBR PVC service category (but is not applicable to UBR PVCs). PVC bandwidth represents ATM Service network resources required for the non-UBR PVC and is based on the non-UBR PVC's traffic parameters (i.e., PCR, SCR, and MBS). The total charge for this rate element per segment is determined by multiplying the non-UBR PVC segment bandwidth by the PVC Segment Bandwidth Charge, either Per Megabit or Per Increment of 64 Kbps.
- (3) **UBR Service Activation Charge** – A UBR Service Activation Charge is applicable for each Customer Connection over which UBR PVCs will traverse. One charge is applicable per Customer Connection regardless of how many UBR PVCs will traverse that Customer Connection.

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SECTION 3 - RATE SCHEDULES continued**3.1 Asynchronous Transfer Mode (ATM) Service** (Cont.)**3.1.2 Regulations** (Cont.)**C. Provision of Service** (Cont.)

1) (Cont.)

c) Inter-Network Serving Area Link PVC Feature Charges

d) **Feature Change Charge**

A Feature Change Charge applies for a customer request to change an existing ATM Service PVC feature from Rates and Charges, following, for which there is no nonrecurring charge. (Examples: A Feature Change Charge applies when a customer requests a change in the PVC segment bandwidth required on an existing non-UBR PVC. A Feature Change Charge applies when a customer requests that UBR Service Activation be added to an existing ATM Customer Connection which currently is not activated to carry UBR PVCs if the request does not also include an order for a UBR PVC which carries a nonrecurring charge. A customer request to change the service category of an existing CBR PVC to a VBR-RT PVC for which there is a nonrecurring charge.)

Only one Feature change Charge applies per customer request that involves changes to multiple existing PVCs of the same PVC service category that are provisioned out of the same ATM switch. (For example, one Feature Change Charge would apply per customer request to change the PVC segment bandwidth associated with two existing CBR PVCs provisioned out of the same ATM switch).

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SECTION 3 - RATE SCHEDULES continued**3.1 Asynchronous Transfer Mode (ATM) Service** (Cont.)**3.1.2 Regulations** (Cont.)**C. Provision of Service** (Cont.)

- 2) Certain Company Central Offices are designated by the Company as Serving Area Points (SAPs) for the ATM Service Network Serving Area. A customer accessing the ATM Service network, whose Serving Wire Center is designated a SAP, will only require a Broadband Exchange Line-FPO as described in Frame Relay Service of this Tariff. An ATM Service customer, whose Serving Wire Center is not designated a SAP, will require a Broadband Exchange Line-FPO to the Serving Wire Center as well as a Broadband Exchange Line Extension-FPO (also described in Frame Relay Service) to gain access to the closest designated SAP.
- 3) Service Charges for ATM Service are included in the respective nonrecurring charges specified herein.
- 4) Should a customer, having locations in more than one Company ATM Network Serving Area within a LATA, desire to send data traffic between these locations, the customer can interconnect these locations through the following two options:
 - a) **Dedicated Connection:**

The customer subscribes to additional Customer Connections (in each Network Serving Area) which are enabled to support their inter-serving area connectivity and Broadband Exchange Line Extension-FPOs to connect them. These additional rate elements will be used solely to transport this customer's data traffic between affected ATM Network Serving Areas. PVC Feature Charges apply for PVCs through each connection.

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SECTION 3 - RATE SCHEDULES continued**3.1 Asynchronous Transfer Mode (ATM) Service** (Cont.)**3.1.2 Regulations** (Cont.)**C. Provision of Service** (Cont.)**4)** (Cont.)**b) Shared Connection:**

The Company may establish facilities between ATM Service switching equipment in different Network Serving Area in the same LATA and may allow customers to share bandwidth on these facilities; where these shared facilities are available to customers, a shared connection is an option. The customer must establish one or more Inter-Network Serving Area Links that extend between ATM Switches. One PVC exists between both customer premises through each link. Charges for the Inter-Network Serving Area Link are applied as follows:

- (1) the Inter-Network Serving Area Link Establishment is charged at each end of the link per PVC.
- (2) for CBR or VBR PVCs, the appropriate Inter-Network Serving Area Link PVC Bandwidth Charge is applicable for each end of the link per PVC; for UBR PVCs, an Inter-Network Serving Area UBR PVC Service Activation Charge applies per PVC for each end of the link, and
- (3) no PVC Segment Charges apply.

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SECTION 3 - RATE SCHEDULES continued**3.1 Asynchronous Transfer Mode (ATM) Service** (Cont.)**3.1.2 Regulations** (Cont.)**C. Provision of Service** (Cont.)

- 5) In some cases, the Company and another Incumbent Local Exchange Company that offers ATM technology will jointly connect ATM switching equipment to provide customers the ability to interconnect their locations served by the different companies. In order to utilize the Company's portion of this jointly provided shared connection, the customer must subscribe to one end of an Inter-Network Serving Area Link with either an Inter-Network Serving Area Link PVC Bandwidth Charge (per CBR or VBR PVC) or an Inter-Network Serving Area Link UBR Service Activation Charge (per UBR PVC).
- 6) For customer locations within BellSouth serviced by an Incumbent Local Exchange Company other than BellSouth, the appropriate ATM Customer Connection charge for mileage associated with transmission speeds of 149.760 Mbps and 599.040 Mbps will be determined by using the airline distance from the switch location to the Company central office within the ATM Network Serving Area which is the closest designated SAP.

D. Contract Plans

- 1) Contract plans are available under conditions specified in the Fast Packet Services Payment Plan (SPP) in Section V, Frame Relay Service of this Tariff with contract periods described as follows:
 - a) Term Payment Plan A – payment periods may be selected from 12 to 36 months.
 - b) Term Payment Plan B – payment periods may be selected from 37 to 60 months.

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SECTION 3 - RATE SCHEDULES continued3.1 **Asynchronous Transfer Mode (ATM) Service** (Cont.)3.1.2 **Regulations** (Cont.)D. **Contract Plans** (Cont.)

- 2) Provided the applicable conditions set forth in Frame Relay Service are satisfied, a Termination Liability Charge will not be applicable at the date of termination, if prior to fulfilling the period of the contract plan.
 - a) the customer terminates or disconnects 1.536 Mbps ATM Service for customer requested changes to MegaLink® service under a contract plan¹, or
 - b) the customer terminates or disconnects 44.210 Mbps ATM Service for customer requested changes to LightGate® service or SmartRing® service under a contract plan¹, or
 - c) the customer requests a change to another speed (either the next lower speed available or any speed higher) of ATM Service under a contract plan², or
 - d) the customer requests a change from ATM service to either Frame Relay Service, CDS or NMLI service at the same speed, any higher speed or the next available lower speed under a contract plan¹.
- 3) To be included under a Fast Packet Services Payment Plan, PVC Features must be associated with Customer Connections under a Fast Packet SPP. The length of the Fast Packet SPP for the PVC Features cannot be for a longer period than the associated Customer Connection. A Termination Liability Charge will not be applicable for the disconnection of PVC Features set forth in Rates and Charges, B and C that are selected under the Fast Packet SPP.

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¹ Full nonrecurring charges apply for the installation of the new service requested.

² Full nonrecurring charges apply for the installation of the new speed ATM Service.

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SECTION 3 - RATE SCHEDULES continued

3.1 Asynchronous Transfer Mode (ATM) Service (Cont.)

3.1.3 Rates and Charges

A. Customer Connection to ATM Service

		Nonrecurring <u>Charge</u>	Month to <u>Month</u>	12 to 36 <u>Months</u>	37 to 60 <u>Months</u>
1)	1.536 Mbps ATM Service				
	a) Per Customer Connection	ICB	ICB	ICB	ICB
2)	44.210 Mbps ATM Service				
	a) Per Customer Connection	ICB	ICB	ICB	ICB
3)	149.76 Mbps ATM Service				
	a) Per Customer Connection	ICB	ICB	ICB	ICB
	b) Per Mile, or fraction thereof ¹	ICB	ICB	ICB	ICB
4)	599.040 Mbps ATM Service				
	a) Per Customer Connection	ICB	ICB	ICB	ICB
	b) Per Mile, or fraction thereof ¹	ICB	ICB	ICB	ICB

Note 1: Mileage based upon the airline distance of the customer's Serving Area Point from the Company Central Office where the ATM switch is located within that Network Serving Area. A Per Mile Charge does not apply if the ATM switch is located in the customer's serving wire center.

Note 2: The Per Megabit Bandwidth Charge is applicable per PVC segment for PVCs with bandwidth greater than 1.536 Mbps.

Note 3: The Per Increment of 64 Kbps Bandwidth Charge is applicable per PVC segment for PVCs with bandwidth less than or equal to 1.536 Mbps.

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SECTION 3 - RATE SCHEDULES *continued*

3.1 Asynchronous Transfer Mode (ATM) Service (Cont.)

3.1.3 Rates and Charges (Cont.)

B. PVC Feature Charges

	Nonrecurring Charge	Month to Month	12 to 36 Months	37 to 60 Months
1) Constant Bit Rate (CBR) Service Category				
a) PVC Segment Charge, Per Segment	ICB	ICB	ICB	ICB
b) Per Megabit ² Bandwidth Charge, Per Segment	ICB	ICB	ICB	ICB
c) Per Increment of 64 Kbps ³ Bandwidth Charge, Per Segment	ICB	ICB	ICB	ICB
2) Variable Bit Rate – Real Time (VBR-RT) Service Category				
a) PVC Segment Charge, Per Segment	ICB	ICB	ICB	ICB
b) Per Megabit Bandwidth Charge, Per Segment	ICB	ICB	ICB	ICB
c) Per Increment of 64 Kbps Bandwidth Charge, Per Segment	ICB	ICB	ICB	ICB
3) Variable Bit Rate – Non Real-Time (VBR-NRT) Service Category				
a) PVC Segment Charge, Per Segment	ICB	ICB	ICB	ICB
b) Per Megabit Bandwidth Charge, Per Segment	ICB	ICB	ICB	ICB
c) Per Increment of 64 Kbps Bandwidth Charge, Per Segment	ICB	ICB	ICB	ICB
4) PVC Segment Charge, Per PVC Segment.	ICB	ICB	ICB	ICB
Per Customer Connection				
a) 1.536 Mbps UBR Service Activation Charge	ICB	ICB	ICB	ICB
b) 44.210 Mbps UBR Service Activation Charge	ICB	ICB	ICB	ICB
c) 149.760 Mbps UBR Service Activation Charge	ICB	ICB	ICB	ICB
d) 599.040 Mbps UBR Service Activation Charge	ICB	ICB	ICB	ICB

Note 1: Mileage based upon the airline distance of the customer's Serving Area Point from the Company Central Office where the ATM switch is located within that Network Serving Area. A Per Mile Charge does not apply if the ATM switch is located in the customer's serving wire center.

Note 2: The Per Megabit Bandwidth Charge is applicable per PVC segment for PVCs with bandwidth greater than 1.536 Mbps.

Note 3: The Per Increment of 64 Kbps Bandwidth Charge is applicable per PVC segment for PVCs with bandwidth less than or equal to 1.536 Mbps.

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SECTION 3 - RATE SCHEDULES continued

3.1 **Asynchronous Transfer Mode (ATM) Service** (Cont.)

3.1.3 **Rates and Charges** (Cont.)

B. PVC Feature Charges (Cont.)

5) Inter-Network Service Area Link PVC Feature Charges

a) Inter-Network Serving Area Link PVC Establishment Charge,
Per End of Link, Per PVC

(1) Per establishment	Nonrecurring Charge \$35.00
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	<u>Nonrecurring Charge</u>	<u>Month to Month</u>	<u>A 12 to 36 Months</u>	<u>B 37 to 60 Months</u>
6) CBR PVC Bandwidth Charge, Per PVC				
a) Per Megabit Per End of Link, or	ICB	ICB	ICB	ICB
b) Per Increment of 64 Kbps, Per End of Link	ICB	ICB	ICB	ICB
7) VBR-RT PVC Bandwidth Charge, Per PVC				
a) Per Megabit Per End of Link, or	ICB	ICB	ICB	ICB
b) Per Increment of 64 Kbps, Per End of Link	ICB	ICB	ICB	ICB
8) VBR-NRT PVC Bandwidth Charge, Per PVC				
a) Per Megabit Per End of Link, or	ICB	ICB	ICB	ICB
c) Per Increment of 64 Kbps, Per End of Link	ICB	ICB	ICB	ICB
9) UBR PVC Service Activation Charge, Per PVC				
a) Per End of Link	ICB	ICB	ICB	ICB

C. Feature Change Charge

l) Per Occurrence	Nonrecurring Charge
a) Per Feature	ICB

Note 1: The Per Megabit Bandwidth Charge is applicable per End of Link for PVCs with bandwidth greater than 1.536 Mbps.

Note 2: The Per Increment of 64 Kbps Bandwidth Charge is applicable per End of Link for PVCs with bandwidth less than or equal to 1.536 Mbps.

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SECTION 3 - RATE SCHEDULES continued

3.2 Frame Relay Service**3.2.1 General**

- A. Frame Relay Service is a connection-oriented data transport service based on packet switching technology.
- B. Frame Relay Service provides flexible connectivity using Permanent Virtual Circuits (PVCs) implemented over digital facilities operating at transmission speeds of 56 Kbps, 64 Kbps, 128 Kbps, 1.536 Mbps or 44.210 Mbps.
- C. Network interface specifications for Frame Relay Service are contained in the following documents:
- 1) ANSI T1.617-1991, "Integrated Services Digital Network (ISDN) – Digital Subscriber Signaling System No. 1 (DSS1)
 - 2) "Signaling Specification for Frame Relay Service", American National Standards Institute, April 1991 and ANSI T.1618-1991, "Integrated Services Digital Network (ISDN) – Core Aspects of Frame Relay Protocol for use with Frame Relay Bearer Service", American National Standards Institute, April 1991. Both of these documents may be ordered from:

American National Standards Institute
Customer Service
11 West 42nd Street
New York, NY 10036
 - 3) Document No. 001-208966, "Frame Relay Specifications with Extension Based on Proposed T1S1 Standards", Revision 1.0, Digital Equipment Corporation, Northern Telecom, Inc., and StrataCom, Inc., September 1990. This document may be ordered from:

Frame Relay Forum
39355 California Street, Suite 307
Freemont, CA 94538-1447

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SECTION 3 - RATE SCHEDULES continued

3.2 **Frame Relay Service** (Cont.)

3.2.1 **General** (Cont.)

C. (Cont.)

- 4) TR-73587 Frame Relay Service Interface and Performance Specifications. This document may be ordered from:

BellSouth Telecommunications, Inc.
Regional Documentation Coordinator
20th Floor
600 North 19th Street
Birmingham, AL 35203

- D. Frame Relay Service, as provided for in this Tariff Section, is offered for interLATA and intraLATA use.
- E. The regulations and rates specified herein are in addition to the applicable regulations and rates specified in other sections of this and other Tariffs of the Company.
- F. The rates and charges set forth for Frame Relay Service provide for the furnishing of service where suitable facilities are available.
- G. Frame Relay Service is only available when provided in conjunction with Broadband Exchange Line Service. Broadband Exchange Line Service provides the customer with a local connection to high speed frame or cell-based switched services.

Broadband Exchange Line – The link from the customer’s premises to the customer’s Serving Wire Center.

Broadband Exchange Line Extension – When a customer’s serving Wire Center is not a Serving Area Point, a Broadband Exchange Line Extension is used to connect the Serving Wire Center to the closest Serving Area Point. The Broadband Exchange Line Extension is associated with a Broadband Exchange Line.

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SECTION 3 - RATE SCHEDULES continued

3.2 Frame Relay Service (Cont.)**3.2.1 General** (Cont.)**G.** (Cont.)

The Broadband Exchange Line Extension is measured on a per mile basis in airline miles from a Central Office that is not a Serving Area Point to a Serving Area Point.

Network Serving Area – Certain Company Central Offices are designated Serving Area Points. A Network Serving Area is comprised of all the Serving Area Points in a geographic area.

Serving Area Point – A Company Central Office that is designated as a member of the Network Serving Area.

3.2.2 Regulations**A. Explanation of Terms****1) Customer Connection to Frame Relay Service**

The Customer Connection provides the customer with the standard interface to the Frame Relay Service network. This interface receives the data frame from the customer's network or device and verifies that the DLCI is valid before relaying the frame to the destination. Included in the Customer Connection are the customer's termination on the Frame Relay Service switching equipment, the transport from the Serving Area Point to the switching equipment, and the first DLCI. These interfaces connect to the Frame Relay Service network with digital facilities operating at transmission speeds of 56 Kbps, 64 Kbps, 128 Kbps, 1.536 Mbps, or 44.210 Mbps.

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SECTION 3 - RATE SCHEDULES continued

3.2 Frame Relay Service (Cont.)**3.2.2 Regulations** (Cont.)**A. Explanation of Terms** (Cont.)**2) Frame Relay Service Network Serving Area**

Certain Company Central Offices are designated by the company as Serving Area Points for the Frame Relay Service Network Serving Area. A customer accessing the Frame Relay Service network, whose Serving Wire Center is designated a Serving Area Point, requires a Broadband Exchange Line-Fast Packet Option (FPO) as described in this Tariff. A Frame Relay Service customer, whose Serving Wire Center is not designated a Serving Area Point, will use a Broadband Exchange Line-FPO to the Wire Center, as well as the Broadband Exchange Line Extension-FPO to gain access to the closest designated Serving Area Point.

3) Permanent Virtual Circuit (PVC)

A software defined data path transporting data within the Frame Relay Service network between two Customer Connections. This data path, once defined in the network software, does not have to be established again. PVCs are end-to-end, bi-directional channels that are established via the service provisioning process.

4) Data Link Connection Identifier

The Frame Relay standard specifies an address field called the Data Line Connection Identifier (DLCI). The DLCI specifies a connection. When any two DLCIs are mapped together, a PVC can be created.

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SECTION 3 - RATE SCHEDULES continued

3.2 Frame Relay Service (Cont.)**3.2.2 Regulations** (Cont.)**A. Explanation of Terms** (Cont.)**5) Committed Information Rate (CIR)**

Committed Information Rate is a feature that enables the customer to select a sustained throughput under normal conditions. A CIR must be selected for each DLCI. A CIR selected with a value greater than zero has a separate charge from any DLCI charges. Frames submitted at a rate above the subscribed CIR will be marked "discard eligible" (DE) and, should network congestion occur, are subject to being dropped by the network. If CIR is set equal to zero, then all frames will be marked DE. However, in the absence of network congestion, DE marked frames will be transported with the same reliability as frames not marked DE within a single, Company Frame Relay Switch. The CIR value selected cannot exceed the minimum transmission speed of the link at either end of the PVC.

6) Feature Change Charge

In addition to any specific optional feature charges, a Feature Change Charge applies whenever a change is made (at the customer's request) to a single optional feature for a single customer within a single network configuration on a single switch within a single jurisdiction. Although multiple changes may be caused by such actions, only one Feature Change Charge will apply.

A Feature Change Charge is applicable if the "first" DLCI, the one included with the Customer Connection, is modified.

Feature Change Charges apply as specified in this tariff for specific activities associated with Frame Relay Back-Up Capability.

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SECTION 3 - RATE SCHEDULES continued

3.2 Frame Relay Service (Cont.)**3.2.2 Regulations** (Cont.)**A. Explanation of Terms** (Cont.)**7) Serving Area Point (SAP)**

A Company Central Office that is designated as a member of the Frame Service Network Serving Area. (See the definition of Frame Relay Service Serving Area preceding.)

8) Back-up Capability

Back-up Capability is available on an optional basis and provides the customer with the ability to have a back-up logical port configured to his service needs in the event that the customer's primary connection is disabled. A Back-Up Frame Relay Customer Connection utilizes a Broadband Exchange Line (with Broadband Exchange Line Extension Service, as appropriate). Both the Back-Up Frame Relay Customer Connection and its associated Broadband Exchange Line Service are specifically dedicated to providing back-up service and remain idle except when being utilized for back-up purposes.

The customer must prearrange with the Company which primary Frame Relay Customer Connection(s) may be directed to a specific Back-Up Frame Relay Customer Connection so that the necessary work is done by the Company which is required prior to back-up capability being possible. A Frame Relay Customer Connection so identified which may be redirected in the event of a failure is referred to as a back-up enabled primary connection. A back-up enabled primary connection may have only one Back-Up Frame Relay Customer Connection identified; however, a Back-Up Relay Customer Connection may serve as the back-up for more than one back-up enabled primary connection.

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SECTION 3 - RATE SCHEDULES continued

3.2 Frame Relay Service (Cont.)**3.2.2 Regulations** (Cont.)**A. Explanation of Terms** (Cont.)**8) Back-up Capability** (Cont.)

The Back-Up Frame Relay Customer Connection is manually activated by the Company when the customer requests service from a back-up enabled primary connection to be redirected to its pre-identified back-up connection. All DLCIs associated with the primary customer connection are rerouted to the back-up connection. In the event that the customer chooses to utilize a Back-Up Frame Relay Customer Connection which is of a lower speed than the primary connection, network congestion may be encountered which may result in packets of data being discarded.

9) Broadband Exchange Line-Fast Packet Option (FPO)

When a customer's Serving Wire Center is not A Serving Area Point, a Broadband Exchange Line Extension is used to connect the Serving Wire Center to the closest Serving Area Point. The Broadband Exchange Line Extension is associated with a Broadband Exchange Line. The Broadband Exchange Line Extension is measured on a per mile basis in airline miles from a Central Office that is not a Serving Area Point to a Serving Area Point.

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SECTION 3 - RATE SCHEDULES continued

3.2 **Frame Relay Service** (Cont.)

3.2.2 **Regulations** (Cont.)

B. **Basis of Offering**

- 1) Detailed monthly billing is not provided.
- 2) Suspension of service is not allowed.
- 3) **Obligations of Customer and Company**
 - a) The Company is not responsible for the installation, operation, or maintenance of any equipment provided by the customer.
 - b) The customer is responsible for the provision and maintenance of all Customer Provided Equipment (CPE) and to ensure that the operating characteristics of this equipment are compatible with and do not interfere with the service offered by the Company.
 - c) The maximum number of DLCIs per Customer Connection is subject to the characteristics of the customer's data traffic. Thus, the number of DLCIs per Customer Connection must be negotiated between the customer and the Company at the establishment of the Customer Connection and subsequent to the establishment should the traffic characteristics change. A maximum of 250 DLCIs may be established across a single Customer Connection.

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SECTION 3 - RATE SCHEDULES continued

3.2 Frame Relay Service (Cont.)**3.2.2 Regulations** (Cont.)**B. Basis of Offering** (Cont.)**3) Obligations of Customer and Company** (Cont.)

- d) The Company is authorized to provide Frame Relay Service for use in application testing subject to the regulations set forth as follows:

The Company makes no warranties with respect to the performance of certain services for any and all possible customer applications which may utilize these services. The Company will provide a limited amount of such service(s) subject to the conditions specified in 1 and 2 following. Such service is to be utilized without charge in an initial application test with a customer for no longer than sixty days from the date of installation. The purpose of an application test is to determine the appropriateness of that specific service(s) for that specific application prior to the customer placing a firm order for such service(s).

- (1) The specific quantity of each service that may be utilized in an application test without charge is listed in the specific tariff for that service or as specifically set forth in a Special Service Arrangement agreement for an untariffed service which meets the criteria set forth in this Application Testing Tariff. Services to be provided in an application test are subject to the availability of facilities and equipment as determined by the company.

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SECTION 3 - RATE SCHEDULES *continued*

3.2 **Frame Relay Service** (Cont.)

3.2.2 **Regulations** (Cont.)

B. **Basis of Offering** (Cont.)

3) **Obligations of Customer and Company** (Cont.)

d) (Cont.)

(2) Services that are utilized in an application test with a customer may be provided without charge for an application test period of up to sixty (60) days. Such service is provided for the specific purpose of conducting an application test with a customer and is not intended to be utilized as a substitute for temporary service.

(a) Upon completion of the application test where the customer determines that the performance of the services utilized are unacceptable for the application, the application test service will be removed without charge to the customer. Such service shall be disconnected by the Company no later than the first day following the sixtieth day of the application test.

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SECTION 3 - RATE SCHEDULES continued

3.2 **Frame Relay Service** (Cont.)3.2.2 **Regulations** (Cont.)B. **Basis of Offering** (Cont.)3) **Obligations of Customer and Company** (Cont.)

d) (Cont.)

- (b) Upon completion of the application test where the customer determines that the performance of the services utilized are acceptable for the application and no changes to the test service configuration are required, the customer will be billed the appropriate nonrecurring charges for the test service and monthly billing will begin at that time.
- (c) Upon completion of the application test where the customer determines that the performance of the services utilized are acceptable for the application, however, the test service configuration must be changed, the customer shall be responsible for both the appropriate nonrecurring charges for the application test service plus all appropriate charges for the rearrangement of the service. Monthly billing shall begin for the rearranged service.

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SECTION 3 - RATE SCHEDULES continued

3.2 Frame Relay Service (Cont.)**3.2.2 Regulations** (Cont.)**B. Basis of Offering** (Cont.)**3) Obligations of Customer and Company** (Cont.)**d) (Cont.)**

Up to four (4) Customer Connections, with not more than three (3) Customer Connections operating at the same transmission speeds, may be utilized in a typical applications test configuration. The Company is authorized to deviate from this average in order to fully participate in an application test with a customer which cannot otherwise be performed to the customer's satisfaction. Application testing is not available for 44.210 Mbps Customer Connections.

e) In order to maintain the quality of Frame Relay Service, the Company reserves the right to perform preventive maintenance of software updates to the network. This could result in Frame Relay Service being unavailable during the time period between 2:00 A.M. and 4:00 A.M. Easter Time on any given Wednesday or Sunday morning. However, the Company only expects to utilize this maintenance window for any given switch on the average of once a quarter. In addition, the Company will make every reasonable effort to provide advance notice to those customers likely to be severely affected by such maintenance work. This maintenance window may be adjusted by the Company upon written notice to the customer.

f) The minimum service period is one (1) month.

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SECTION 3 - RATE SCHEDULES continued

3.2 **Frame Relay Service** (Cont.)3.2.2 **Regulations** (Cont.)C. **Provision of Service**

- 1) Rates and charges contained in this Section of the Tariff consist of the following elements:
 - a) Customer Connection to Frame Relay Service
 - b) Frame Relay Service Features
- 2) Certain Company Central Offices are designated by the Company as Serving Area Points (SAPs) for the Frame Relay Service Network Serving Area. A customer accessing the Frame Relay Service Network, whose Serving Wire Center is designated a SAP, will only require a Broadband Exchange Line-FPO as described in this Tariff. A Frame Relay Service customer, whose Serving Wire Center is not designated a SAP, will require a Broadband Exchange Line-FPO to the Serving Wire Center, as well as, a Broadband Exchange Line Extension-FPO to gain access to the closest designated SAP.
- 3) The Customer Connection rate element includes the customer's transport from a Serving Area Point to the Frame Relay Service switching equipment, the customer's termination on the Frame Relay Service switching equipment, and one DLCI.
- 4) Service Charges for Frame Relay Service are included in the respective nonrecurring charges specified herein. Service Charges are not applicable.

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SECTION 3 - RATE SCHEDULES *continued*

3.2 Frame Relay Service (Cont.)**3.2.2 Regulations** (Cont.)**C. Provision of Service** (Cont.)

- 5) Should a customer, having locations in more than one Frame Relay Network Serving Area desire to send data traffic between these locations, the customer can interconnect these locations through the following two options:

a) **Dedicated Connection:**

The customer subscribes to additional Customer Connections (in each Network Serving Area) which are enabled to support inter-serving area connectivity and Broadband Exchange Line Extension-FPOs to connect them. These additional rate elements will be used solely to transport this customer's data traffic between affected Frame Relay Network Serving Areas. Feature Charges apply for DLCI and CIR associated with PVCs through each connection.

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SECTION 3 - RATE SCHEDULES continued

3.2 Frame Relay Service (Cont.)**3.2.2 Regulations** (Cont.)**C. Provision of Service** (Cont.)**(5)** (Cont.)**b)** Shared Connection:

The Company may establish facilities between Frame Relay Service switching equipment in different Network Serving Areas and may allow customers to share bandwidth on these facilities; where these shared facilities are available to customers, a shared connection is an option. The customer must establish one or more Inter-Network Serving Area Links that extend between Frame Relay Switches. Each of these links has an associated CIR. One PVC exists between both customer premises through each link. All CIRs on this PVC must have the same value. Charges for the Inter-Network Serving Area Link are applied as follows:

- (1) the Inter-Network Serving Area Link Establishment is charged at each end of the link,
 - (2) the Inter-Network Serving Area Link CIR is charged at each end of the link, and
 - (3) no DLCI charges apply.
- 6)** In some cases, the Company and another Incumbent Local Exchange Company that offers Frame Relay technology will jointly connect Frame Relay switching equipment to provide customers the ability to interconnect their locations served by the different companies. In order to utilize the Company's portion of this jointly provided shared connection, the customer must subscribe to one end of an Inter-Network Serving Area Link and the associated CIR.

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SECTION 3 - RATE SCHEDULES continued

3.2 Frame Relay Service (Cont.)**3.2.2 Regulations** (Cont.)**C. Provision of Service** (Cont.)

- 7) Based upon **Frame Relay Forum Implementation Agreement 5**, a Frame Relay end user may send data from a premises location with a Frame Relay User Network Interface (UNI) or a Network to Network Interface (NNI) to another premises with an Asynchronous Transfer Mode (ATM) Service UNI. The Frame Relay data is essentially encapsulated in the ATM Service bit stream and must be retrieved by the end user's CPE as Frame Relay. To enable this feature, the customer must establish one or more Frame Relay/ATM interworking links that extend between the Frame Relay and ATM Switches. Each of these links has as associated CIR. One PVC exists between these switches through this link. All CIRs on this PVC must have the same value. The following charges apply for this Frame Relay/ATM Network Interworking feature:
- (1) the Inter-Network Serving Area Link Establishment is charged at each end of this link, and
 - (2) the Inter-Network Serving Area Link CIR is charged at each end of this link, and
 - (3) no DLCI charges apply.
- 8) To have Back-Up Capability as an option, the customer is required to have a Back-Up Frame Relay Customer Connection and a separate Broadband Exchange Line (with Broadband Exchange Line Extension Service, as appropriate) which are designated specifically for back-up purposes. Monthly Rates and nonrecurring charges applicable for a Back-Up Frame Relay Customer Connection are provided in Rates and Charges C. following. Monthly rates and nonrecurring charges for Broadband Exchange Line Service are found in Rates and Charges following.

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SECTION 3 - RATE SCHEDULES continued

3.2 Frame Relay Service (Cont.)**3.2.2 Regulations** (Cont.)**C. Provision of Service** (Cont.)**8)** (Cont.)

The activation of a Back-Up Frame Relay Customer Connection via the rerouting of traffic from a back-up enabled primary connection to the back-up is a manual operation performed by the Customer at the direction of the customer; a Feature Change Charge applies per request. At the direction of the customer, the Company will subsequently then redirect traffic from the Back-Up Frame Relay Customer Connection to the primary connection; a Feature Change Charge applies per request.

A Feature Change Charge is applicable for each DLCI on an existing Customer Connection which is requested by the customer to be back-up enabled. A Feature Change Charge is applicable for each DLCI on an existing back-up enabled primary connection when the customer requests a reassignment of that primary connection to a different back-up connection.

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SECTION 3 - RATE SCHEDULES continued

3.2 Frame Relay Service (Cont.)**3.2.2 Regulations** (Cont.)**D. Contract Plans**

- 1) Contract plans are available under conditions specified in the Fast Packet Services Payment Plan as follows:
 - a) The regulations specified herein are applicable to specific services as indicated in each service's respective subsection of this Tariff.
 - b) Services furnished under the Fast Packet Services Payment Plan (Fast Packet SPP) are subject to all general regulations applicable to the provision of service by the Company as stated elsewhere in this Tariff except as noted herein.
 - c) The Fast Packet SPP is a payment plan which allows customers to pay fixed or variable rates for Fast Packet Transport Services over variable contractual payment periods. A specific monthly rate applies for the duration of each period.

Payment periods for each Fast Packet Transport Service will be described in that service's specific tariff section. The following contract period are described as follows:

- (1) **Term Payment Plan A** – payment periods may be selected from 12 to 36 months.
- (2) **Term Payment Plan B** – payment periods may be selected from 37 to 60 months.

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SECTION 3 - RATE SCHEDULES continued

3.2 Frame Relay Service (Cont.)

3.2.2 Regulations (Cont.)

D. Contract Plans (Cont.)

1) (Cont.)

d) When the customer orders service to be provided under a Fast Packet SPP arrangement, the customer must designate to the Company the payment plan and the service period desired.

2) Provided the application conditions set forth in Application of Rates and Charges following are satisfied, a Termination Liability Charge will not be applicable at the date of termination, if prior to fulfilling the period of the contract plan:

- a) the customer terminates or disconnects Frame Relay Service for customer requested changes to SynchroNet® service or MegaLink® service under a contract plan¹ or
- b) the customer requests a change to another speed (higher or lower) of Frame Relay Service under a contract plan², or
- c) the customer requests a change from Frame Relay Service to CDS, ATM Service or NMLI service at the same, lower or higher speed under a contract plan¹

Note 1: Full nonrecurring charges apply for the installation of the new service requested.

Note 2: Full nonrecurring charges apply for the installation of the new speed Frame Relay Service requested.

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SECTION 3 - RATE SCHEDULES continued

3.2 Frame Relay Service (Cont.)**3.2.3 Application of Rates and Charges**

- A. Rates stabilized under a Fast Packet SSP arrangement are exempt from Company initiated increases, however, decreases to any rate element will automatically flow through to the customer.
- B. Termination Liability Charge
- 1) In the event that all or any part of a service is disconnected at customer request prior to expiration of any selected payment period of greater than one month's duration, the customer will be required to pay a Termination Liability Charge, unless conditions specified in Contract Plans preceding are met.
- a) The Termination Liability Charge is determined by multiplying the number of months remaining in the contract payment period by the contracted monthly rate by 90 percent.
- b) For example, a customer subscribes to a Fast Packet Transport Service using Term Payment Plan B and selects the 30 month payment period. After 12 months, the customer chooses to terminate service. The Termination Liability Charge is calculated by multiplying 18 months (30 months – 12 months) by the monthly rate by 90 percent.
- C. When customers renew or change the length of their payment period, the rates applicable for the new period are those currently in effect at the time of the renewal or change in the length of the payment period. A service order charge will not be applicable for such renewals or changes to the payment period.

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SECTION 3 - RATE SCHEDULES continued

3.2 Frame Relay Service (Cont.)**3.2.3 Application of Rates and Charges** (Cont.)

- D. Customer requests for inside moves of service will not affect the contractual period.
- E. A change in jurisdiction will not constitute a disconnect of service provided the new Fast Packet SPP arrangement is at least the minimum number of months allowable under Term Payment A (as defined in the Fast Packet Transport Service's specific tariff section) or equals/exceeds the remaining service period, whichever is greater, provided the new Fast Packet SPP arrangement is for the same customer at the same location for the same capacity service.
- F. When a tariffed service under a Fast Packet SPP arrangement is disconnected prior to the expiration of a selected service period as a result of a customer requested change of a Fast Packet Transport Service which is specifically allowed without Termination Liability Charge as set forth in that service's tariff or of a change of tariff jurisdiction, Termination Liability Charges will not apply when:
- 1) the completed service period is at least the minimum number of months allowable under the specific service's Term Payment Plan A or twenty-five percent of the length of the originally selected Fast Packet SPP service period, whichever is greater, and
 - 2) the service period of the new Fast Packet SPP arrangement is at least the minimum number of months allowable under Term Payment Plan A (as defined in the service's specific tariff section) or equals/exceeds the remaining service period of the disconnected arrangement, whichever is greater, and
 - 3) the service orders to install the new service and disconnect the old service are related together and there is no lapse in service between installation of the new service and disconnection of the existing, and
 - 4) the service orders are for the same customer at the same location.

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SECTION 3 - RATE SCHEDULES continued

3.2 **Frame Relay Service** (Cont.)

3.2.3 **Application of Rates and Charges** (Cont.)

G. **Fast Packet Option**

1) **Broadband Exchange Line-FPO**

	Nonrecurring Charge	Month To Month	A 12 to 36 Months	B 37 to 60 Months
a) 56 Kbps	ICB	ICB	ICB	ICB
b) 64 Kbps	ICB	ICB	ICB	ICB
c) 128 Kbps (2B1Q)	ICB	ICB	ICB	ICB
d) 1.536 Mbps	ICB	ICB	ICB	ICB
e) 44.210 Mbps	ICB	ICB	ICB	ICB
f) 149.760 Mbps	ICB	ICB	ICB	ICB
g) 599.040 Mbps	ICB	ICB	ICB	ICB

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SECTION 3 - RATE SCHEDULES continued

3.2 Frame Relay Service (Cont.)**3.2.3 Application of Rates and Charges** (Cont.)**H. Customer connection to Frame Relay Service**

- 1) A minimum of one Customer Connection is required per customer to subscribe to Frame Relay Service. Each Customer Connection includes one DLCI.

	Nonrecurring Charge	Month To Month	A 12 to 36 Months	B 37 to 60 Months
a) at 56 Kbps	ICB	ICB	ICB	ICB
b) at 64 Kbps	ICB	ICB	ICB	ICB
c) at 112 Kbps	ICB	ICB	ICB	ICB
d) at 128 Kbps	ICB	ICB	ICB	ICB
e) at 192 Kbps	ICB	ICB	ICB	ICB
f) at 256 Kbps	ICB	ICB	ICB	ICB
g) at 320 Kbps	ICB	ICB	ICB	ICB
h) at 384 Kbps	ICB	ICB	ICB	ICB
i) at 448 Kbps	ICB	ICB	ICB	ICB
j) at 512 Kbps	ICB	ICB	ICB	ICB
k) at 576 Kbps	ICB	ICB	ICB	ICB
l) at 640 Kbps	ICB	ICB	ICB	ICB
m) at 704 Kbps	ICB	ICB	ICB	ICB
n) at 768 Kbps	ICB	ICB	ICB	ICB
o) at 1024 Kbps	ICB	ICB	ICB	ICB
p) at 1152 Kbps	ICB	ICB	ICB	ICB
q) at 1.536 Mbps	ICB	ICB	ICB	ICB
r) at 44.210 Mbps	ICB	ICB	ICB	ICB

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SECTION 3 - RATE SCHEDULES continued

3.2 Frame Relay Service (Cont.)**3.2.3 Application of Rates and Charges** (Cont.)**I. Back-Up Capability**

On an optional basis a customer may choose to have Back-Up Capability for their Frame Relay Service. A minimum of one Back-Up Frame Relay Customer Connection is required in order to have Back-Up Capability. (Provisioning Basic Class of Service: FPLBN)

1) Back-Up Frame Relay Customer Connection

	Nonrecurring Charge	Month To Month	A 12 to 36 Months	B 37 to 60 Months
a) at 56 Kbps	ICB	ICB	ICB	ICB
b) at 64 Kbps	ICB	ICB	ICB	ICB
c) at 1.536 Mbps	ICB	ICB	ICB	ICB
d) at 44.210 Mbps	ICB	ICB	ICB	ICB

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SECTION 3 - RATE SCHEDULES continued

3.2 **Frame Relay Service** (Cont.)

3.2.3 **Application of Rates and Charges** (Cont.)

J. **Frame Relay Service Feature Charges**

1) **DLCI**

a) **Per DLCI**

0 Kbps	ICB
1 thru 32 Kbps	ICB
33 thru 56 Kbps	ICB
57 thru 64 Kbps	ICB
65 thru 128 Kbps	ICB
129 thru 256 Kbps	ICB
257 thru 384 Kbps	ICB
385 thru 512 Kbps	ICB
513 thru 768 Kbps	ICB
769 thru 1.536 Kbps	ICB
1.537 thru 4 Mbps	ICB
4.1 thru 10 Mbps	ICB
10.1 thru 16 Mbps	ICB
16.1 thru 34 Mbps	ICB
34.1 thru 44.210 Mbps	ICB

2) **Committed Information Rate (CIR)**

	Nonrecurring Charge	Monthly Rate
a) Each	ICB	ICB

The chosen CIR cannot exceed the minimum transmission speed of the link at either end of the PVC.

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SECTION 3 - RATE SCHEDULES continued

3.2 Frame Relay Service (Cont.)**3.2.3 Application of Rates and Charges** (Cont.)**J. Frame Relay Service Feature Charges** (Cont.)**1) Inter-Network Serving Area Link**

	Nonrecurring Charge	Monthly Rate
a) Per End of Link, per establishment	ICB	ICB
b) CIR		
0 thru 32 Kbps	ICB	ICB
33 thru 56 Kbps	ICB	ICB
57 thru 64 Kbps	ICB	ICB
65 thru 128 Kbps	ICB	ICB
129 thru 256 Kbps	ICB	ICB
257 thru 384 Kbps	ICB	ICB
385 thru 512 Kbps	ICB	ICB
513 thru 768 Kbp	ICB	ICB
769 thru 1.536 Mbps	ICB	ICB
1.537 thru 4 Mbps	ICB	ICB
4.1 thru 10 Mbps	ICB	ICB
10.1 thru 16 Mbps	ICB	ICB
16.1 thru 34 Mbps	ICB	ICB
34.1 thru 44.210 Mbps	ICB	ICB

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SECTION 3 - RATE SCHEDULES continued

3.2 **Frame Relay Service** (Cont.)

3.2.3 **Application of Rates and Charges** (Cont.)

K. Broadband Exchange Line Extension-FPO

1) **An extension less than 20 miles,**
Per Extension

		Month	A	B
	Nonrecurring Charge	To Month	12 to 36 Months	37 to 60 Months
56 Kbps	ICB	ICB	ICB	ICB
64 Kbps	ICB	ICB	ICB	ICB
1.536 Mbps	ICB	ICB	ICB	ICB
44.210 Mbps	ICB	ICB	ICB	ICB
149.760 Mbps	ICB	ICB	ICB	ICB
599.040 Mbps	ICB	ICB	ICB	ICB

2) **An extension 20 – 50 miles,**
Per Extension

56 Kbps	ICB	ICB	ICB	ICB
64 Kbps	ICB	ICB	ICB	ICB
1.536 Mbps	ICB	ICB	ICB	ICB
44.210 Mbps	ICB	ICB	ICB	ICB
149.760 Mbps	ICB	ICB	ICB	ICB
599.040 Mbps	ICB	ICB	ICB	ICB

3) **An extension 51 – 75 miles,**
Per Extension

56 Kbps	ICB	ICB	ICB	ICB
64 Kbps	ICB	ICB	ICB	ICB
1.536 Mbps	ICB	ICB	ICB	ICB
44.210 Mbps	ICB	ICB	ICB	ICB
149.760 Mbps	ICB	ICB	ICB	ICB
599.040 Mbps	ICB	ICB	ICB	ICB

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SECTION 3 - RATE SCHEDULES *continued*

3.2 **Frame Relay Service** (Cont.)

3.2.3 **Application of Rates and Charges** (Cont.)

K. **Broadband Exchange Line Extension-FPO** (Cont.)

2) **An extension 76 – 100 miles,**
Per Extension

		Month	A	B
	Nonrecurring Charge	To Month	12 to 36 Months	37 to 60 Months
56 Kbps	ICB	ICB	ICB	ICB
64 Kbps	ICB	ICB	ICB	ICB
1.536 Mbps	ICB	ICB	ICB	ICB
44.210 Mbps	ICB	ICB	ICB	ICB
149.760 Mbps	ICB	ICB	ICB	ICB
599.040 Mbps	ICB	ICB	ICB	ICB

3) **An extension 101 – 125 miles,**
Per Extension

56 Kbps	ICB	ICB	ICB	ICB
64 Kbps	ICB	ICB	ICB	ICB
1.536 Mbps	ICB	ICB	ICB	ICB
44.210 Mbps	ICB	ICB	ICB	ICB
149.760 Mbps	ICB	ICB	ICB	ICB
599.040 Mbps	ICB	ICB	ICB	ICB

4) **An extension more than 125 miles,**
Per Extension

56 Kbps	ICB	ICB	ICB	ICB
64 Kbps	ICB	ICB	ICB	ICB
1.536 Mbps	ICB	ICB	ICB	ICB
44.210 Mbps	ICB	ICB	ICB	ICB
149.760 Mbps	ICB	ICB	ICB	ICB
599.040 Mbps	ICB	ICB	ICB	ICB

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SECTION 3 - RATE SCHEDULES continued

3.3 Restoral of Service Charge

In the event service is temporarily suspended for non-payment such service will be restored upon payment of all charges due.

Subscribers not reestablished within five (5) days from date of suspension will be treated as a new subscriber and appropriate Nonrecurring Charges and an advance payment will apply.

3.4 Charges Related to Customer Activity**3.4.1 Extra Copies of Bill**

Extra copies of a subscriber's monthly bill will be provided by the Carrier at the rate of \$1.25 per copy, per page, minimum of \$5.00.

3.4.2 Service Trip Charge

In the event the subscriber reports a service difficulty or trouble report that requires an on premise visit by the Company and the service difficulty or trouble reported is not a result of Company-provided equipment and/or no service difficulty or trouble is found in the Company-provided equipment, a Service Trip Charge of \$75.00 may be charged to the subscriber for the visit by the Company.

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SECTION 3 - RATE SCHEDULES continued

3.6 **Intercity Bandwidth Service**

3.6.1 **General**

- A. Intercity Bandwidth Service is connection oriented service based on fixed capacity technology.
- B. Intercity Bandwidth Service provides fixed connectivity using digital facilities operating at transmission speeds of 1.5 Mbps, 44.7 Mbps, 155.5 Mbps.
- C. Intercity Bandwidth Service is provided on an Intra or InterLATA bases.

3.6.2 **Explanation of Terms**

- A. DS1 is equal to 1.54 Mbps of bandwidth or 24 Voice Channels.
- B. DS3 is equal to 44.7 Mbps of bandwidth or 28 DS1's or 672 Voice Channels.
- C. OC3 is equal to 155.5 Mbps of bandwidth or 84 DS1's or 2016 Voice Channels.

3.6.3 **Application of Rates and Changes**

- A. Intercity Bandwidth Service

	<u>Nonrecurring</u>	<u>Monthly</u>	<u>1 Year</u>	<u>3 year</u>
DS1	ICB	ICB	ICB	ICB
DS3	ICB	ICB	ICB	ICB
OC3	ICB	ICB	ICB	ICB

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SECTION 3 - RATE SCHEDULES continued

3.7 **xDSL Service**

3.7.1 **General**

- A. xDSL Service is a high speed data service offering. It is primarily intended to provide a virtual circuit between and end-user premises location and a Network Service Provider (NSP). Internet Service Provider (ISP), Competitive Local Exchange Company (CLEC)
- B. xDSL Service is furnished where suitable facilities are available from the Telephone Company.
- C. Multipoint service is not available.
- D. The maximum number of VCs per exchange line facility is one.

3.7.2 **Application of Rates and Charges**

A. xDSL Virtual Circuit

1. Per Virtual Circuit

<u>VC Quantity</u>	<u>NRC</u>	<u>Monthly Rate</u>
0 – 20	ICB	ICB
21 – 40	ICB	ICB
41 – 60	ICB	ICB
61 – 100	ICB	ICB
101- 150	ICB	ICB
151 – 500	ICB	ICB
501 – 2500	ICB	ICB
2501 – 5000	ICB	ICB
5001 – 10000	ICB	ICB
10000+	ICB	ICB

2. Service Rearrangement Charge

- (a) Each VC ICB

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