

**ORIGINAL**

Law Offices of  
**Robert G. Allen, P.C.**

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October 23, 2002

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

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COMMISSION CLERK

**VIA FEDERAL EXPRESS**

Re: Certification as Resold Interexchange Carrier  
Vanilla, Inc.

Dear Sir/Madame:


021085-TI

Enclosed herewith, as per the instructions of Jacqueline Gilcrest, please find an original and 2 copies of the following documents being filed on behalf of Vanilla, Inc.

- Application for certification as an Interexchange Carrier (switchless rebiller);
- Proposed Tariff for Resold Interexchange Long Distance Telecommunications Services; and,
- Check made payable to the Florida Public Service Commission in the amount of \$250.

If you have any questions with respect to this matter, please feel free to contact me.

Very truly yours,

  
Robert G. Allen

Enclosed for the Commission are two copies of the check forwarded to the Commission and one copy of the check forwarded to Records.

Initials of person who forwarded check:



Attachments (as noted above)

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

**DIVISION OF REGULATORY OVERSIGHT**  
**CERTIFICATION SECTION**

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

021085-TI

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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  $\sqrt{\quad}$  (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:

Vanilla, Inc.

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

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

8260 Greensboro Drive, Suite 110

McLean, Virginia 22102

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

\_\_\_\_\_ 6.

Select type of business your company will be conducting  $\sqrt{\quad}$  (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.
- (x) **Switchless Rebill** - 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            | ( ) Corporation         |
| ( x ) Foreign Corporation | ( ) Foreign Partnership |
| ( ) General Partnership   | ( ) Limited Partnership |
| ( ) Other _____           |                         |

8. **If individual**, provide:

Name: \_\_\_\_\_ N/A \_\_\_\_\_  
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:

(a) **The Florida Secretary of State Corporate Registration number:**  
\_\_\_\_\_ N/A \_\_\_\_\_

10. **If foreign corporation**, provide proof of authority to operate in Florida:

(a) **The Florida Secretary of State Corporate Registration number:**  
\_\_\_\_\_ F02000003901 \_\_\_\_\_

11. **If using fictitious name-d/b/a**, provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida:

(a) **The Florida Secretary of State fictitious name registration number:**  
\_\_\_\_\_ N/A \_\_\_\_\_

12. **If a limited liability partnership**, provide proof of registration to operate in Florida:

(a) **The Florida Secretary of State registration number:** \_\_\_\_\_ N/A \_\_\_\_\_

13. **If a partnership**, provide name, title and address of all partners and a copy of the partnership agreement.

N/A

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.

(a) **The Florida registration number:** \_\_\_\_\_ N/A

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

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?

Name: \_\_\_\_\_ N/A

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:** \_\_\_\_\_ Robert G. Allen, Esq. \_\_\_\_\_

**Title:** \_\_\_\_\_ Regulatory Counsel \_\_\_\_\_

**Address:** \_\_\_\_\_ 9300 Forest Point Circle, Ste. 152 \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_ Manassas, VA 20110 \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_ 703-361-2278 \_\_\_\_\_ **Fax No.:** \_\_\_\_\_ 703-783-0791 \_\_\_\_\_

**Internet E-Mail Address:** \_\_\_\_\_ satlaw@erols.com \_\_\_\_\_

**Internet Website Address:** \_\_\_\_\_ www.lawyers.com/satlaw \_\_\_\_\_

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

Name: Lawrence J. Wolter

Title: CEO & Secretary

Address: 8260 Greensboro Drive, Suite 110

City/State/Zip: McLean, Virginia 22102

Telephone No.: 703-790-0050 Fax No.: 703-790-0415

Internet E-Mail Address: lwolter@vanillalink.com

Internet Website Address: www.vanillalink.com

(c) Complaints/Inquiries from customers:

Name: Lawrence J. Wolter

Title: (see above)

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Internet E-Mail Address: \_\_\_\_\_

Internet Website Address: \_\_\_\_\_

19. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

None

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

Georgia, Illinois, Maryland, Massachusetts, New Jersey,

New York, Rhode Island, Texas, Washington State



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

California

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

None

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

None

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

None

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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.

No principals have been so involved  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(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.

No  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

21. The applicant will provide the following interexchange carrier services  $\sqrt{\quad}$  (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. X **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).

23. Submit the following:

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

**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.

**C. Financial capability.**

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.

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;
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:

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:**

Lawrence J. Wolter  
Print Name

Lawrence J. Wolter  
Signature

CEO & Secretary  
Title

10/18/2002  
Date

(703) 790-0050      (703) 790-1415  
Telephone No.                  Fax No.

Address: 8260 Greensboro Drive, Suite 110  
McLean, Virginia 22102  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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:

Lawrence J. Wolter  
Print Name

Lawrence J. Wolter  
Signature

CEO & Secretary  
Title

10/18/2002  
Date

(703) 790-0050  
Telephone No.

(703) 790-0415  
Fax No.

Address: 8260 Greensboro Drive, Suite 110  
McLean, Virginia 22102

**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>Lawrence J. Wolter</u> Print Name	<u><i>Lawrence J. Wolter</i></u> Signature
<u>CEO &amp; Secretary</u> Title	<u>10/18/2002</u> Date
<u>(703) 790-0050</u> Telephone No.	<u>(703) 790-0415</u> Fax No.

Address: 8260 Greensboro Drive, Suite 110  
McLean, Virginia 22102  
\_\_\_\_\_  
\_\_\_\_\_

Sworn to and subscribed before me this 18  
day of October, 20 02  
Witness my hand and official seal  
*Thomas C. Elliott Jr.* Notary Public.  
THOMAS C. ELLIOTT JR.  
My Commission Expires 3/31/2005



**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?

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

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UTILITY OFFICIAL:

Lawrence J. Wolter  
Print Name

Lawrence J. Wolter  
Signature

CEO & Secretary  
Title

10/18/2002  
Date

(703) 790-0050  
Telephone No.

(703) 790-0415  
Fax No.

Address: 8260 Greensboro Drive, Suite 110  
McLean, Virginia 22102  

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**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:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Application Form For Authority To Provide  
Interexchange Telecommunications Service  
Between Points Within The State of Florida  
*Vanilla, Inc.*  
Question 23A

MANAGERIAL CAPABILITY

# Ramin Aleyasin

+1 703 847 9422 Home – raminaleyasin@yahoo.com

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## SUMMARY OF QUALIFICATIONS

- Sales & Marketing
- Management of Corporate Staff
- Presentation and product demonstration skills and capabilities.
- Technical and business analysis skills.
- Worked with customers to understand their business environment and technical application needs, then develop, present and deploy solutions.
- Knowledge and experience in the Telecommunication network Industry

## PROFESSIONAL EXPERIENCE

Global Quest Communications, London, UK

July. 1996 – Present

### *Director of Business Development & Strategy*

- Develop Business Case for new opportunities to reach targeted Annual growth for the company
- Set business strategy to help achieve targeted goals
- Work and develop new business opportunities to increase sales and increase margins
- Reduce costs
- Outsource services

MCI, McLean, Virginia

August 1994 – June 1996

### *Program Manager*

- Managed, implemented, maintained a Global VSAT Network for large strategic US Corporate accounts
- Managed forty Senior Satellite Network Engineers in Operations and Maintenance
- Sales & Marketing close cooperation with MCI Marketing group to help achieve growth in South America and Easter Europe

PRC Inc, McLean, Virginia

August 1989 – August 1994

### *Systems Engineer*

- Systems Research Engineer to help and develop for DoD, the US Coast Guard, and the US Customs an imaging tracking system coupled with an Encryption system at the US Naval Base in Hawaii to track and manage a dBase of imagery taken by agents via different mediums to managed in flow and out flow of individuals at major ports, cars, ships, and planes by tracking their major facial as well as license plates for frequency and any changes in color or shape.
- Systems Engineer in support of SPAWAR for the development of FDDI local network on board of ships using Cabletron hardware
- Systems Engineer in support of SPAWAR in support of their program management requirements in integration of various software and hardware platforms into existing ship class on board network management units

## EDUCATION

George Mason University

1990- 1996

Master of Science in Electrical Engineering, May 1996

George Mason University

1986- 1989

Bachelor of Science in Electrical Engineering, August 1989

Application Form For Authority To Provide  
Interexchange Telecommunications Service  
Between Points Within The State of Florida  
*Vanilla, Inc.*  
Question 23B

TECHNICAL CAPABILITY

# LAWRENCE J. WOLTER

9902 Dickens Avenue  
Bethesda, MD 20814

(301) 530-6178 Home Office  
LWolter1@yahoo.com

## Summary of Experience

Senior executive and operational visionary with proven success in building revenue. Key traits are strong leadership; team building; marketing and product management; sales motivator; customer satisfaction; organizational skills. Building technology-based software, hardware, and professional service businesses to profitability through strategic planning, product life cycle management, partnerships, consultative selling, and customer relationship management.

**Results-driven leader** adept in delivering bottom-line results in startup, turnaround and rapid-growth environments.

- Revitalized three product lines from a loss to a profit, increasing gross margins to 20%, 25% and 50% each.
- Re-positioned corporate strategic and marketing plans to support \$5.5 million in revenue in a down market.

**Astute change agent** with keen financial acumen and proven ability to streamline operations and spearhead growth.

- Achieved 25% reduction in future overhead costs by re-design of ordering, provisioning, and billing processes.
- Repositioned corporate division with \$200 million in sales; revenue grew 50% over 2 years.

**Creative strategist** enhancing revenue through strategic alliances, new products, and innovative marketing strategy.

- Built partnerships with market leaders to strengthen brand image and maximize advertising resources.
- Increased gross margins by 10% to 20% annually as a result of developing first-to-market technologies.
- Proficient at identifying and capitalizing on market trends, creating a vision, developing a plan, and motivating teams to optimal performance.

**Hands-on, technical manager** with a clear understanding of the required processes and procedures to develop and deliver quality products and services. Able to explain complex technological issues in an easily understood manner.

**OBLICORE, INC.**, Herndon, VA

2001 to 2002

Service-level and productivity management software product solution and professional services.

**Director of Marketing** Key member of the executive management team, reporting to the CEO. Responsible for market communications, product management, product marketing, public relations, Web site development, and partner programs. Startup situation requiring hands-on management and operational process development.

- Developed the corporate strategic, marketing, and partner plans to grow revenue to \$5.5 million in 2002.
- Expanded addressable market by 200% by developing enterprise company's IT groups as an industry segment.
- Created and effectively communicated the value proposition, consultative selling methodology, and competitive differentiators to sales and in prospect presentations for a consistent corporate message.
- Created an educational seminar series for the financial industry to generate focused sales leads.
- Increased corporate brand identification in industry buyer's guides, Web sites, and trade press.

**STARBASE CORPORATION (acquired worldweb.net)**, Alexandria, VA

2000 to 2001

Collaboration and content management software product solutions for e-business application management.

**Vice President of Marketing** Responsible for marketing, product management, business development, partner program, and Web site development. Major turnaround situation requiring mentoring, executive recognition, training, and re-engineering of the teams and business processes. Key member of the executive management team.

- Developed the marketing, business development, and partner plans to grow revenue to \$4.5 million in 2001.
- Re-focused business development on select e-business solution providers to create new sales opportunities.
- Changed the market message to selling customer benefits and return-on-investment rather than technology.

**NETWORK ACCESS SOLUTIONS CORPORATION**, Herndon, VA

1999 to 2001

Professional services, broadband network, security, and Internet solutions.

**Director, Marketing** Responsible for marketing communications, product management, pricing, and alternate channel management. Startup requiring major recruiting, development of the teams, and operational processes.

- Created pre-IPO corporate strategy presentation and product development plans to meet S-1 filing objectives.

- Achieved 25% reduction in future overhead costs by re-design of ordering, provisioning, and billing processes.
- Negotiated business partnerships to launch a DSL-enabled Internet access product in three weeks and an NNI Frame Relay service expansion for off-net locations within two months to increase revenue by \$400 thousand.
- Developed an educational seminar series with an industry partner to generate focused sales leads.

**CABLE & WIRELESS USA INC.**, Vienna, VA

1994 to 1999

Global telecommunications and Internet service provider to businesses.

**Director, Product Management** Responsible for worldwide business contribution of the global managed data, bandwidth, and Internet products. Hired and mentored 12 product managers to each lead team efforts (30-40 members each) in delivering two or more product development projects in a matrix management organization.

- Repositioned corporate division with \$200 million in sales; revenue grew 50% over 2 years.
- Instituted a campaign of standardized cost requirements and market pricing, increasing gross margins over 20%.
- Developed the Information Technology structure for major corporate and group level projects to enable service provisioning improvements, global business re-engineering, and bundled service offerings.
- Created the new product development process, yielding three to six month product development cycles.
- Launched industry-first products (e.g., transatlantic ATM, Nx56/64Kbps Dial Backup, SNA over Frame Relay)
- Developed a successful strategic selling methodology and competitive positioning.

**GE INFORMATION SERVICES (now GE Global eXchange Services)**, Rockville, MD

1992 to 1994

Global business-to-business e-commerce solutions

**Product Manager** Responsible for the worldwide business contribution of protocol conversion software solution product lines. \$15 million in recurring revenue, \$.5 million in new contracts, and \$50 thousand in backlog annually. Developed the new product commercialization process; shortening development time from two years to 16 months.

**GTE SPACENET (now Spacenet Inc.)**, Rockville, MD

1989 to 1991

Global satellite-based, broadband networking solutions for enterprise companies

**Product Manager** Responsible for the business contribution of the single-channel-per-carrier (SCPC) and video conferencing product line by overseeing the usage and enhancement of these products. Achieved \$34 million in recurring revenue, \$5 million in new contracts, and \$1 million in backlog. Instituted an aggressive campaign of standardized cost requirements and market pricing, increasing gross margins from 16% to 22%.

**HUGHES NETWORK SYSTEMS**, Germantown, MD

1985 to 1989

Global broadband terrestrial and satellite network solutions for businesses and consumers.

**Principal Applications Engineer** (1987-89) Technical sales and marketing support of the Integrated Packet Network (X.25) and Personal Earth Station (VSAT) product lines.

**Manager, Reliability Engineering** (1985-87) Conceived and implemented the Total Reliability Program into the product life cycle with a staff of four engineers.

**DIGITAL EQUIPMENT CORPORATION (now HP)**, Salem, NH, Marlboro, MA, Maynard, MA

1980 to 1985

Manufacturer of computer systems and software

**Reliability Engineering Manager** (1984-85) Developed the Total Reliability Program with a staff of two engineers.  
**Sr. Reliability Engineer** (1983-84); **Quality/Reliability Engineer** (1981-83); **Systems Engineer** (1980-81)

**Education**

MS, Engineering Management (Industrial Engineering/Operations Research), University of Massachusetts, 1985.  
 BS, Electrical Engineering (Computer Systems), Purdue University, 1980.

**Publications**

"Design and Operational Issues of VSAT Application in ISDN-Type Networks," *IEEE Journal On Selected Areas In Communication*, October 1988, pp.1422-1430, (Co-author: M.H. Sharifi).

It is not anticipated that the Applicant will be required to conduct technical maintenance activities given that its operations will be confined to that of a switchless rebiller. However, Applicant's CEO has degrees in both Electrical Engineering (BS) and Engineering Management (MS) and is conversant in the types of technical issues that face reseller carriers. In addition, Applicant has contracted with Billing Concepts to provide billing services and call-accounting to ensure accurate and timely customer billing. Any technical or billing problems being experienced by customers can be reported on a 24 hour/7day per week basis using a toll free customer service line.



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*Vanilla, Inc.*  
Question 23C

FINANCIAL CAPABILITY

Applicant was formed on September 25, 2001 as a Virginia corporation. It is in the initial stages of operation and therefore there is no data available for a 3-year period. Organizational operations began in January, 2002. Accordingly, an audited Income Statement and Balance Sheet reflective of that time period is attached.

**Avicenna Accounting Automation, Inc.**

1880 Howard Avenue, Suite 307  
Vienna Virginia 22182

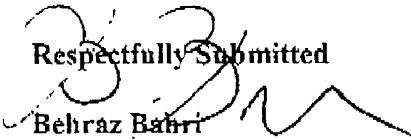
October 15, 2002

To Whom It May Concern:

We have reviewed the audited Income Statement and Balance Sheet for Vanilla, Inc, as of September 30,2002, and the related Statement of Assets, Liabilities and Equities Prepared in accordance with our standard Accounting procedures. All information included in these financial statements is the representation of the management of Vanilla, Inc.

Based on our review we are not aware of any material modifications that should be made to the accompanying Income Statement and Balance Sheet in order for them to be in conformity with generally accepted accounting principles.

Respectfully Submitted

  
Behraz Bahri  
Accountant

703 448-6655 fax 703 448-66656

**Vanila, Inc**  
**BALANCE SHEET**  
September 30, 2002

ASSETS		
CURRENT ASSETS		
Cash on Hand	\$8,351.99	
Savings Account	\$25,042.04	
Cash Transfers	(\$1.00)	
Accounts Receivable	\$1,122.25	
	-----	
TOTAL CURRENT ASSETS		\$34,515.28
PROPERTY AND EQUIPMENT		
Equipment	\$1,860.00	
Equipment-Phone	\$156.74	
Equipment-Printer	\$389.76	
Furniture and Fixtures	\$1,950.86	
Accumulated Depreciation	(\$454.00)	
	-----	
TOTAL PROPERTY AND EQUIPMENT		\$3,903.36
OTHER ASSETS		
Rent Deposits	\$2,058.34	
	-----	
TOTAL OTHER ASSETS		\$2,058.34
		-----
TOTAL ASSETS		\$40,476.98
LIABILITIES AND EQUITY		
CURRENT LIABILITIES		
Loan Payable-Short Term	\$2,150.00	
Overdraft Protection	\$1,090.00	
Sales Taxes Payable	\$113.16	
PAYROLL TAXES PAYABLE	-----	
TOTAL CURRENT & LONG TERM LIABILITIES	\$	\$3,353.16
EQUITY		
Initial Cash Paid in Capital	\$173,049.99	
NET INCOME (LOSS)	(\$135,926.17)	
TOTAL EQUITY	\$	\$37,123.82
	\$	-----
TOTAL LIABILITIES AND EQUITY		\$40,476.98
		=====

**Vanila, Inc**  
**INCOME STATEMENT**  
**For The Period**

	January 01, 2002 To September 30, 2002		January 01, 2002 To	Pct%
<b>INCOME</b>				
Fees	1,009.09	96.09	1,009.09	96.09
Interest Income	41.04		41.04	3.91
<b>Total INCOME</b>	<b>\$ 1,050.13</b>	<b>100.00</b>	<b>\$ 1,050.13</b>	<b>100.00</b>
<b>EXPENSES</b>				
Freight and Delivery	\$ 323.40	30.80	\$ 323.40	30.80
Salaries & Wages	23,820.49	***.**	23,820.49	***.**
Contractual Services	11,781.00	***.**	11,781.00	***.**
Advertising	10,049.69	956.99	10,049.69	956.99
Auto Expense	21.42	2.04	21.42	2.04
Parking Expense	425.48	40.52	425.48	40.52
Auto-Lease	760.03	72.37	760.03	72.37
Bank Service Charges	309.04	29.43	309.04	29.43
Customer Public Relations	1,244.50	118.51	1,244.50	118.51
Research & Development	6,780.70	645.70	6,780.70	645.70
Depreciation Expense	454.00	43.23	454.00	43.23
Dues & Subscriptions	366.81	34.93	366.81	34.93
Insurance - General	42.45	4.04	42.45	4.04
Interest Expense	45.00	4.29	45.00	4.29
Internet Access Expenses	1,101.24	104.87	1,101.24	104.87
Legal Fee	4,075.00	388.05	4,075.00	388.05
Meals & Entertainment	54.90	5.23	54.90	5.23
Office Expense	3,107.81	295.95	3,107.81	295.95
Outside Services	1,895.10	180.46	1,895.10	180.46
Outside-Billing Services	24,556.36	***.**	24,556.36	***.**
Postage Expense	788.00	75.04	788.00	75.04
Printing Expense	795.17	75.72	795.17	75.72
Rent Expense	10,291.66	980.04	10,291.66	980.04
Repairs & Maintenance	510.54	48.62	510.54	48.62
Computer Supplies Expense	44.94	4.28	44.94	4.28
License Registration Fees	12,608.22	***.**	12,608.22	***.**
Taxes - Payroll	2,149.33	204.67	2,149.33	204.67
Telephone	5,823.53	554.55	5,823.53	554.55
Phone Card	506.84	48.26	506.84	48.26
Travel Expense	4,436.69	422.49	4,436.69	422.49
Travel Reacomodation Expense	2,139.96	203.78	2,139.96	203.78
Trademark	325.00	30.95	325.00	30.95
Web-Site Design	5,323.00	506.89	5,323.00	506.89
Web-Site Domain name	19.00		19.00	1.81
<b>Total EXPENSES</b>	<b>\$ 136,976.30</b>	<b>***.**</b>	<b>\$ 136,976.30</b>	<b>***.**</b>
<b>Total NET OPERATING INCOME (LOSS)</b>	<b>\$ ( 135,926.17)</b>		<b>\$ ( 135,926.17)</b>	<b>(***.**)</b>
<b>NET INCOME (LOSS) BEFORE TAX</b>	<b>\$ ( 135,926.17)</b>		<b>\$ ( 135,926.17)</b>	<b>(***.**)</b>
<b>NET INCOME (LOSS)</b>	<b>\$ ( 135,926.17)</b>	<b>(***.**)</b>	<b>\$ ( 135,926.17)</b>	<b>(***.**)</b>

Applicant Vanilla, Inc. has sufficient financial capabilities to provide the proposed interexchange service on a statewide basis. The underlying carrier, MCI Worldcom, has an extensive facilities-based network in operation in the State of Florida. Applicant has already invested in excess of \$170,000 in the initial launch of its efforts as a switchless rebiller provider. Its primary investor remains committed to see the initial investment through to a successful outcome and is prepared to undertake all reasonable efforts to maintain the requested service and to protect the investment made to date. There are no substantial capital expenditures anticipated for technical equipment leasing or ownership since Applicant will be functioning as a switchless rebiller.

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**TITLE SHEET****FLORIDA TELECOMMUNICATIONS TARIFF**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Vanilla, Inc. with principal offices at 8620 Greensboro Drive, Suite 110, McLean, VA 22102. 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

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Issued: October 24, 2002

Effective: \_\_\_\_\_

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McLean, VA 22102

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**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 effective as of the date at the bottom of this page.

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

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Section 4 - Rates ..... 26

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### SYMBOLS

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

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

### TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect.

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TARIFF FORMAT (cont'd)

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

- D. Check Sheets - When a tariff filing is made with the Commission an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain 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 Commission. Check Sheets are effective as of the date shown at the bottom of the respective sheet(s).

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## SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Subscriber's location to Carrier's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Subscriber, to enable Carrier to identify the origin of service User so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Subscriber shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Carrier - Refers to Vanilla, Inc.

Commission - Refers to the Florida Corporation Commission.

Common Carrier - A company or entity providing telecommunications services to the public.

Company - Refers to Vanilla, Inc.

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

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**SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)**

Local Access and Transport Area (LATA) - The term "Local Access Transport Area" denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

Measured Charge - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

Message Telecommunications Services - Message Telecommunications Services consist of the furnishing of message telephone service between telephone stations located within the state.

Subscriber/Customer - The person or legal entity which enters into arrangements for Carrier's telecommunications services and is responsible for payment of Carrier's services.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Time of Day - There is no variation in call rates based on time of day or day of week.

Travel Card - A credit or debit calling card issued by Carrier which allows Subscribers and/or Users to make telephone calls and charge the calls to a credit or debit account. Calls charged to a Carrier-issued credit travel card will appear on the Subscriber's regular monthly bill. Calls charged to a Carrier-issued debit travel card will be charged against the debit account.

User - The person(s) utilizing Carrier's services.

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SECTION 2. RULES AND REGULATIONS

2.1 Undertaking of the Company

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

The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangement.

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

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2 Limitations

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

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.3 Use of Services**

- 2.3.1 Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.3.2 The use of Carrier's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.3.3 The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.3.4 Carrier's services are available for use twenty-four hours per day, seven days per week.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Use of Services (Cont'd)

2.3.5 Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.

2.3.6 Carrier's services may be denied for nonpayment of charges or for other violations of this tariff.

2.4. Liability of Carrier

2.4.1 Carrier shall not be liable for loss or damage sustained by reason of any failure in or breakdown of facilities associated with Carrier's services or for any interruption or delay of services, whatever shall be the cause of such failure, breakdown, or interruption and whether negligent or otherwise and however long it shall last. In no event shall Carrier's liability for any service exceed the charges applicable under this tariff to such service.

2.4.2 Carrier shall be indemnified and saved harmless by any Subscriber, User or by any other entity against claims for libel, slander or the infringement of copyright arising from the material transmitted over its services: and against all other claims arising out of any act or omission of a Subscriber or of any other entity in connection with the services provided by Carrier.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.4 Liability of Carrier (Cont'd)**

- 2.4.3 Carrier is not liable for any act or omission of any entity furnishing facilities or services connected with or provided in conjunction with Carrier's services.
- 2.4.4 Carrier shall not be liable for any personal injury, or death of any person or persons, and for any loss or damage sustained by reason of acts, mistakes, omissions, errors or defects in providing its services, whatever shall be the cause and whether negligent or otherwise.
- 2.4.5 Carrier shall not be liable for and shall be indemnified and saved harmless by any Subscriber, User or other entity from any and all loss, claims, demands, suits, or other action or any liability whatever, whether suffered, made, instituted, or asserted by any Subscriber, User or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Subscriber, User or any other entity or any other property whether owned or controlled by the Subscriber, User or others, caused or claimed to have been caused, directly or indirectly, by any act or omission of the Subscriber, User or others or by any installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of facilities or equipment provided by Carrier which is not the direct result of Carrier's negligence. No agents or employees of any other entity shall be deemed to be the agents or employees of Carrier.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Liability of Carrier (Cont'd)

2.4.6 Carrier shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof.

2.4.7 Carrier shall not be liable for any unlawful or unauthorized use of Carrier's facilities and service, unless such use results solely from the negligence or willful misconduct of Carrier.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Responsibilities of the Subscriber

2.5.1 The Subscriber is responsible for placing any necessary orders; for complying with tariff regulations; for the placement of any stickers or tent cards provided by Carrier or as required by law; and for assuring that Users comply with tariff regulations. The Subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Subscriber to Users. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's numbers which are not collect, third party, calling card, or credit card calls.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Responsibilities of the Subscriber (Cont'd)

- 2.5.2 The Subscriber is responsible for charges incurred for special construction and/or special facilities which the Subscriber requests and which are ordered by Carrier on the Subscriber's behalf.
- 2.5.3 If required for the provision of Carrier's services, the Subscriber must provide any equipment space, supporting structure, conduit and electrical power without charge to Carrier.
- 2.5.4 The Subscriber is responsible for arranging access to its premises at times mutually agreeable to Carrier and the Subscriber when required for Carrier personnel to install, repair, maintain, program, inspect or remove equipment with the provision of Carrier's services.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.5 Responsibilities of the Subscriber (Cont'd)**

2.5.5 The Subscriber shall ensure that the equipment and/or system is properly interfaced with Carrier facilities or services, that the signals emitted into Carrier's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other subscribers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Carrier will permit such equipment to be connected with its channels without use of protective interface devices.

If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to Carrier equipment, personnel, or the quality of service to other Subscribers, Carrier may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, Carrier may, upon written notice, terminate the Subscriber's service.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Responsibilities of the Subscriber (Cont'd)

- 2.5.6 The Subscriber must pay Carrier for replacement or repair of damage to the equipment or facilities of Carrier caused by negligence or willful act of the subscriber, Users, or others, by improper use of the services, or by use of equipment provided by the Subscriber, Users, or others.
- 2.5.7 The Subscriber must pay for the loss through theft of any Carrier equipment installed at Subscriber's premises.
- 2.5.8 The Subscriber is responsible for payment of the charges set forth in this tariff.
- 2.5.9 The Subscriber is responsible for compliance with the applicable regulations set forth in this tariff.
- 2.5.10 The Subscriber shall indemnify and save Carrier harmless from all liability disclaimed by Carrier as specified in Section 2.4 above, arising in connection with the provision of service by Carrier, and shall protect and defend Carrier from any suits or claims against Carrier and shall pay all expenses and satisfy all judgments rendered against Carrier in connection herewith. Carrier shall notify the Subscriber of any suit or claim against Carrier of which it is aware.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Cancellation or Interruption of Services

- 2.6.1 Without incurring liability, Carrier may discontinue services to a Subscriber or may withhold the provision of ordered or contracted services, subject to the procedures set forth in 2.6.2:
- A. For nonpayment of any sum due Carrier for more than thirty (30) days after issuance of the bill for the amount due,
  - B. For violation of any of the provisions of this tariff,
  - C. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Carrier's services, or
  - D. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Carrier from furnishing its services.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Cancellation or Interruption of Services (Cont'd)

2.6.2 Procedures for discontinuance of existing service:

- A. Carrier may discontinue service without notice for any of the following reasons:
  - 1. If a Subscriber or User causes or permits any signals or voltages to be transmitted over Carrier's network in such a manner as to cause a hazard or to interfere with Carrier's service to others.
  - 2. If a Subscriber or User uses Carrier's services in a manner to violate the law.
- B. In all other circumstances, Carrier will provide the Subscriber with written notice stating the reason for discontinuance, and will allow the Subscriber not less than fifteen (15) days to remove the cause for discontinuance. In cases of non-payment of charges due, the Subscriber will be allowed at least thirty (30) days, excluding Sundays and holidays, to make full payment of all undisputed charges, and in no event will service be discontinued on the day preceding any day on which Carrier is not prepared to accept payment of the amount due and to reconnect service.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Cancellation or Interruption of Services (Cont'd)

- 2.6.3 Without incurring liability, Carrier may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Subscriber and Carrier's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.
  
- 2.6.4 Service may be discontinued by Carrier, without notice to the subscriber, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Customer authorization codes, when Carrier deems it necessary to take such action to prevent unlawful use of its service. Carrier will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.7 Billing Arrangements**

2.7.1 Subscribers will either be billed directly by Carrier or its intermediary billing services provider, or charges will be included in the Subscribers' regular telephone bill pursuant to billing and collection agreements established by Carrier or its intermediary with the applicable local exchange telephone company.

2.7.2 Carrier will render bills monthly. Payment is due within twenty (20) days after Subscribers' billing invoice date.

2.7.3 Carrier may impose a late payment charge not to exceed 18% per annum on any bill not paid within thirty (30) days of the invoice date. Subscriber shall be responsible for all reasonable, permissible costs, including attorney's fees, incurred in the collection of unpaid charge or in any other action to enforce payments and/or obligations arising under this tariff.

**2.8 Validation of Credit**

Carrier reserves the right to validate the credit worthiness of Subscribers or Users.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.9 Contested Charges**

All bills are presumed accurate, and shall be absolutely binding on the User unless objection is received by Carrier within thirty (30) days after such bills are rendered. In the case of a billing dispute between the User and Carrier for service furnished to the User, which cannot be settled with mutual satisfaction, the User can take the following course of action within thirty (30) days of the billing date:

- 2.9.1 First, the User may request, and Carrier will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.)
- 2.9.2 Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Carrier, the User may file an appropriate complaint with the Florida Public Service Commission. The address of the Florida Public Service Commission is:

Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.10 Billing Entity Conditions**

When billing functions on behalf of Carrier are performed by local exchange telephone companies, intermediary billing service providers or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

**2.11 Deposits and Advance Payments**

Carrier does not require a deposit or advance payment from the Subscriber.

**2.12 Taxes**

All federal excise taxes, and state and local sales, use, and similar taxes, are billed as separate items and are not included in the quoted rates. All state and local taxes and fees shall be listed as separate line items on subscribers' invoices. This includes, without limitation, gross receipts tax, sales tax and municipal utilities tax, if any.

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## SECTION 3. DESCRIPTION OF SERVICES

### 3.1 Timing of Calls

#### 3.1.2 When Billing Charges Begin and End for Phone Calls

The customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver, (i.e. when 2-way communication, often referred to as "conversation time" is possible.). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

#### 3.1.2 Billing Increments

The minimum call duration for billing purposes is 1 minute for a connected call and calls beyond 1 minute are billed in 1 minute increments.

#### 3.1.3 Per Call Billing Charges

Billing will be rounded up to the nearest penny for each call.

#### 3.1.4 Uncompleted Calls

There shall be no charges for uncompleted calls.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.2 Calculation of Distance

All services provided by Carrier are based on statewide flat rates per minute and are not distance sensitive.

3.3 Minimum Call Completion Rate

A customer can expect a call completion rate (number of calls completed/number of calls attempted) of not less than 90% during peak use periods for all Feature Group D services ("1+" dialing).

3.4 Message Telecommunications Service

Message Telecommunications Service is offered to residential and business customers. The service permits direct dialed outbound calling at a single per minute rate. Service is provided from presubscribed, dedicated or shared use access lines. Calls are billed in one minute increments. No monthly recurring charges or minimum monthly billing requirements apply.

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SECTION 4. RATES

4.1 Message Telecommunications Service

Rate per minute - \$0.07  
Plan is billed in full minute increments.

4.2 Payment of Calls

4.2.1 Late Payment Charges

A late payment charge of 1.5% per month will be assessed on all unpaid balances more than thirty days old.

4.2.2 Return Check Charges

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds.

4.3 Restoration of Service

A reconnection fee of \$25.00 per occurrence is charged when service is re-established for customers who had been disconnected for non-payment.

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SECTION 4. RATES (Cont'd)4.4 Special Promotions

The Company will, from time to time, offer special promotions to its customers waiving certain charges. These promotions will be approved by the FPSC with specific starting and ending dates and be made part of this tariff.

4.4 Special Rates For The Handicapped4.4.1 Directory Assistance

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

4.4.2 Telecommunications Relay Service

For intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay service calls by 50 percent off of the otherwise applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent off of the otherwise applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

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