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June 17, 2003

Commission Clerk's Office
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Re: Cinco Telecom Corp.: Advice Letter No. 1 - Submission of a
Revised Tariff for an Interexchange Carrier

Dear Sir/Madam:

On behalf of Cinco Telecom Corp. ("Cinco"), please find enclosed for filing an original plus three (3) copies of Cinco's Florida P.S.C. Revised Tariff No. 1. All sections of Florida Tariff No. 1 have been revised, including Section 3 (Description of Services) and Section 4 (Rates).

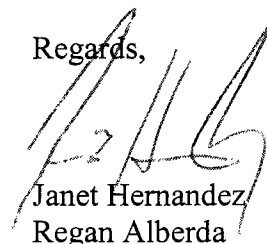
Revised Florida P.S.C. Tariff No. 1
Revised Sheet 1 through Original Sheet No. 18.9.

The issue date for Florida P.S.C. Revised Tariff No. 1 is June 17, 2003. It is desired that Florida P.S.C. Revised Tariff No. 1 become effective on June 19, 2003.

Please file stamp and return the extra copy of this filing in the pre-addressed, stamped envelope provided for this purpose.

Kindly direct any questions regarding this filing to the undersigned.

Regards,



Janet Hernandez
Regan Alberda

Counsel for Cinco Telecom Corp.

Enclosures

DOCUMENT NUMBER 05392

JUN 18 8

FPSC-COMMISSION CLERK

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 CINCO Telecom Corp., with principal offices at 5201 Blue Lagoon Drive, Suite 962, Miami, FL 33126. 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: June 17, 2003

Effective: June 19, 2003

By: Juan Guillermo Vélez
President & C.E.O.
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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 effect as of the date of the bottom of this sheet.

<u>Sheet No.</u>	<u>Number of Revision</u>	<u>Sheet No.</u>	<u>Number of Revision</u>	<u>Sheet No.</u>	<u>Number of Revision</u>	<u>Sheet No.</u>	<u>Number of Revision</u>
1	1st	8.1	Original	11.2	Original	18.1	Original
2	1st	8.2	Original	11.3	Original	18.2	Original
3	1st	8.3	Original	11.4	Original	18.3	Original
3.1	Original	8.4	Original	11.5	Original	18.4	Original
3.2	Original	8.5	Original	11.6	Original	18.5	Original
4	1st	8.6	Original	11.7	Original	18.6	Original
5	1st	8.7	Original	11.8	Original	18.7	Original
6	1st	8.8	Original	11.9	Original	18.8	Original
6.1	Original	8.9	Original	11.10	Original	18.9	Original
6.2	Original	8.10	Original	12	1st		
6.3	Original	8.11	Original	12.1	Original		
6.4	Original	8.12	Original	13	1st		
6.5	Original	8.13	Original	14	1st		
7	1st	9	1st	14.1	Original		
7.1	Original	10	1st	15	1st		
7.2	Original	10.1	Original	16	1st		
7.3	Original	11	1st	17	1st		
8	1st	11.1	Original	18	1st		

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PRELIMINARY STATEMENT

This Tariff sets forth the rates and rules of CINCO TELECOM CORP. (the "Company") applicable to its provision of interexchange service within the State of Florida.

This Tariff sets forth the service offerings, rates, terms and conditions that apply to long distance telecommunications service provided by Company to business and residential Customers within the State of Florida. This Tariff applies only for use of services provided by Company for communications between points within the State of Florida.

The rates and rules contained herein are subject to change pursuant to the rules and regulations of the Commission.

APPLICABILITY

This Tariff applies to interexchange telephone service between points in Florida. Such service is provided 24 hours per day, seven days per week. Service is offered using the facilities of the Company's underlying facilities-based carriers and may be offered in combination with resold services provided by other certificated carriers. Service is provided subject to the availability and economic feasibility of necessary service, equipment and facilities.

AVAILABILITY

The Company offers this service in the service areas in which it has been certified by the Florida Public Service Commission and in which the Company has available required network facilities.

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EXPLANATION OF SYMBOLS

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- 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 point 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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* Moved from Original Sheet 5 to 1st Revised Sheet 4.

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TARIFF FORMAT (Cont'd)

- C. Paragraph Numbering Sequence – There are six levels of paragraph coding. Each level is subservient to its next higher level:
- 1.
 - 1.1
 - 1.1.1
 - 1.1.1(a)
 - 1.1.1(a)1.
 - 1.1.1(a)1.(a)
 - 1.1.1(a)1.(a)(i)
- D. Check Sheets – When a Tariff filing is made with the Commission, an updated check sheet accompanies the Tariff filing. The check sheet lists the sheets contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). The Tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

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SECTION 1 – DEFINITIONS

8XX Number - A number beginning with 800, 888, 877 or 866.

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Access Line - A communications path, provided by a person other than the Company on the Customer side of the demarcation point, which connects a demarcation point to another point.

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Automatic Number Identification - Subscriber information relating to a Customers use of the Company's Services.

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Authorization – The process of granting or denying access to a network resource.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's Prepaid Calling Card network to identify the Caller and validate the Caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to utilize the Carrier's service under the terms and conditions of this Tariff.

Call - Telephonic communication originated by a person or mechanical or electrical device from a number to another number that is answered by a person or mechanical or electrical device. The numbers may be located any distance apart within Florida. The communication may consist of voice, data, a combination of both, or other transmission, may be by wire or wireless medium and may be for any duration of time. An attempted or incomplete Call is an unsuccessful attempt by a Customer to place a Call.

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* Moved **Company or Carrier** and **Customer** from Original Sheet 6 to Original Sheet 6.1.

* Moved **Day, Evening, Holidays** from Original Sheet 6 to Original Sheet 6.2. Changed text only on **Holidays** definition.

* Moved **Night/Weekend** from Original Sheet 6 to Original Sheet 6.3.

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SECTION 1 - DEFINITIONS (Cont'd)

Calling Card Call - A service whereby the Customer or Authorized User dials all of the digits necessary to route and bill a call placed from a location other than his/her residence or normal place of business. Service is accessed *via* a "1-800" or other access code dialing sequence.

CINCO – CINCO TELECOM CORP.

Circuit - A communications path provided by Company between two or more demarcation points, at a transmission speed agreed to between Company and Customer.

Channel - A communications path between two or more points of termination. Such termination points may be located anywhere in Florida. Communication may consist of voice, data, a combination of both, or other transmission and may be by a wire or wireless medium. Channel capacity may be any size and is typically measured in bits per second, with 1.5 megabits per second equal to one voice channel. Duration is typically of unlimited duration.

Commission - Florida Public Service Commission, the regulatory agency within the State of Florida.

Company or Carrier - CINCO unless otherwise clearly indicated by the context.

Customer - The person, firm or corporation that orders service and is responsible for the payment of charges, compliance with the terms and conditions of this Tariff, and compliance with the laws of the State of Florida.

Customer Premises - A location occupied by Customer, or which Customer has the right to occupy, for the purposes of transmitting or receiving communications signals, and which is made available to Company for the maintenance and operation thereon or therein of a Company terminal location.

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SECTION 1 - DEFINITIONS (Cont'd)

Customized Announcement - Allows the Customer to play customized messages to callers according to pre-defined parameters such as time of day, day of week, or other routing features. The same message can be played in different languages. Once the customized announcement is read, the call is terminated.

Day – From 8:00 AM up to but not including 5:00 PM local time Sunday through Friday.

Dedicated - A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

Demarcation Point - The point of interconnection of an Access Line or other connecting communications path or equipment provided by Customer or any person to company-provided equipment.

Evening – From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

Facilities - Cables, wires, poles, conduits and other Company equipment that is used to provide service to Customers including wire center distribution frames and central office switching equipment.

Holidays – The Company's recognized holidays are New Year's Day, Memorial Day, July 4th, Thanksgiving Day, Christmas Day.

Individual Case Basis - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer and at the Company's sole discretion.

Initial - The Initial Period denotes the interval of time allowed at the rate specified for a connection between given service points.

SECTION 1 - DEFINITIONS (Cont'd)

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

MRC – Monthly Recurring Charge.

Night/Weekend – From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

NXX - The designation for the first three digits of a local telephone number where N represents 2-9 and X represents 0-9.

Operator Services - A service whereby the Customer completes a Call with the assistance of a Carrier operator.

Platform - The proprietary technology and associated computer equipment that is used in conjunction with Prepaid Calling Card Service.

Port - A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

Premises - The space occupied by the Customer or Authorized User in a building or buildings or contiguous property not separated by a public or quasi-public right-of-way.

Prepaid Calling Card Service - A discretionary service for which the Customer pays prior to accessing the service. Service is accessed via a "1-800" or other access code dialing sequence.

QoS - Quality of service levels.

Recurring Charges - The monthly charges to the Customer for services, facilities and equipment, which continues for the agreed upon duration of the service.

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SECTION 1 - DEFINITIONS (Cont'd)

Service - Any means of services offered herein by the Company or any combination thereof.

Service Order - The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff.

Shared - A facility or equipment system or subsystem which can be used simultaneously by several Customers.

Special Facilities - Any facilities, goods, supplies, products, equipment, fixtures or other installation specifically installed or constructed for Customer by Company pursuant to a negotiated agreement between Company and Customer.

Subscriber - See Customer.

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SECTION 1 - DEFINITIONS (Cont'd)

Tariff - CINCO's Florida Tariff No. 1.

Terminal Equipment - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company Terminal Location.

United States - The forty-eight states contained within the mainland United States, the District of Columbia, Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, Guam and the Commonwealth of the Northern Mariana Islands.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of CINCO

CINCO's services are furnished for interexchange communications originating and terminating within the State of Florida under the terms of this Tariff. CINCO's services are available twenty-four (24) hours per day, seven (7) days per week.

CINCO arranges for installation, operation and maintenance of the communications services provided in this Tariff for Customers in accordance with the terms and conditions set forth under this Tariff. CINCO 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 CINCO's network.

2.2 Use

Services provided under this Tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

2.2.1 Any entity which uses, appropriates or secures the use of services from CINCO other than under the terms and conditions of this Tariff shall be liable for an amount equal to the accrued and unpaid charges for services received pursuant to this Tariff, plus all applicable court costs and attorneys fees.

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*Moved **Limitations** from Original Sheet 7 to Original Sheet 7.1 -7.3 and changed text.

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitations of Service, Equipment or Facilities

- 2.3.1** Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. The Company may decline applications for Service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing Service in accordance with the terms of this Tariff.
- 2.3.2** The Company reserves the right to discontinue or limit Service when necessitated by conditions beyond its control. Examples of these conditions are more fully set forth elsewhere in this Tariff or when Service is used in violation of the provisions of this Tariff or the law.
- 2.3.3** The Company does not undertake to generate content messages, but offers the use of its Service when available. As more fully set forth elsewhere in this Tariff, the Company shall not be liable for errors in transmission or for failure to establish connections.
- 2.3.4** The Company reserves the right to discontinue Service, limit Service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing Service, as determined by the Company in its reasonable judgment.
- 2.3.5** The furnishing of Service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and/or equipment are not available. CINCO may decline applications for service to or from a location where the necessary facilities or equipment are not available.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.3 Limitations of Service, Equipment or Facilities (Cont'd)

- 2.3.6** CINCO reserves the right to deny service to any person or entity: (A) who, in CINCO's judgment, presents an undue risk of nonpayment, refuses to comply with the deposit requirements set forth in this Tariff, or does not pass a credit check; or (B) if CINCO believes that the person's or entity's use of the Service would violate the provisions of this Tariff or any applicable law or regulation, or if any applicable law or regulation restricts or prohibits provision of the Service to that person or entity; or (C) if CINCO determines in its sole discretion that facilities are not available to provide the Service; or (D) if CINCO determines in its sole discretion that any order for Service, letter of authorization and/or third party verification is not in conformance with any applicable law or regulation; or (E) the Service requested has been discontinued; or (F) if an order for the Service may be denied under the terms of any carrier, switched or independent sales representative agreement.
- 2.3.7** Service may be discontinued by CINCO, at any time and without notice to its Customers, by blocking traffic to or from certain cities, NXX exchanges, or individual telephone stations, by blocking call origination for CINCO's services, or by blocking calls using certain Customer authorization codes and/or access codes, when CINCO deems it necessary to take such action to prevent unlawful and/or unauthorized use of its services. In addition, CINCO may take any of the foregoing actions in the case of actual or anticipated non-payment for its service. In order to control fraud, CINCO may refuse to accept Calling Card Calls, collect calling, and/or third party calls which it reasonably believes to be unauthorized or invalid and/or may limit the use of these billing options to or from certain areas within the State of Florida.
- 2.3.8** CINCO reserves the right to refuse to provide service to or from any location where it has not ordered access facilities, installed network interconnections, or the necessary facilities and/or equipment are not available, acceptable, or justifiable. CINCO also reserves the right to make changes to equipment, service components, and/or network configurations as may be required.

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.3 Limitations of Service, Equipment or Facilities (Cont'd)

2.3.9 The provision of Service will not create a partnership or joint venture between CINCO and the Customer nor result in joint service offerings to their respective Authorized Users.

2.3.10 Use of Service Mark

(a) No Customer shall use any service mark or trademark of the Company or refer to Company in connection with any product, equipment promotion, or publication of the Customer without the prior written consent of the Company.

2.3.11 Customers reselling or rebilling services must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

2.4 Location of Service

2.4.1 Originating Areas – areas in this state where Service has been established by the Carrier.

2.4.2 Terminating Areas – all areas of Florida State.

2.5 Assignment or Transfer

All Service provided under this Tariff is directly or indirectly controlled by CINCO and neither the Customer nor its Authorized Users may transfer or assign the use of Service without the express prior written consent of CINCO. Such transfer or assignment shall only apply where there is no interruption of the use or location of Service. All terms and conditions contained in this Tariff shall apply to all such permitted transferees or assignees.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

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2.6 Liability

2.6.1 The liability of CINCO for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of CINCO, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, maintaining, restoring, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this Tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.

2.6.2 In no event shall CINCO or any of its affiliates be liable to Customer, its Customers or any of their affiliates under this Tariff for any loss of profit or revenue or for any incidental, consequential, indirect, punitive or similar or additional damages incurred or suffered as a result of incorrect or defective transmissions, or any direct or indirect consequences thereof, while using the Services, performance, non-performance, termination, breach, or other action or inaction, on the part of CINCO, under this Tariff, even if Customer advises CINCO of the foreseeability, possibility, likelihood, probability or certainty of such loss or damage.

2.6.3 When the services or facilities of other entities are used separately or in conjunction with CINCO's facilities or equipment in establishing connection to points not reached by CINCO's facilities or equipment, CINCO shall not be liable for any act or omission of such other entities or their agents, servants or employees. CINCO shall not be liable for any act or omission of vendors supplying equipment to Customer nor for claims regarding the performance of such vendor supplied equipment.

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* Moved **2.2.4** from Original Sheet 8 to **2.5** Original Page 7.3

* Moved **2.2.5** from Original Sheet 8 to **2.3.11** Original Sheet 7.3.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.6 Liability (Cont'd)

2.6.4 CINCO shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond its reasonable control as determined by CINCO. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, unavailability of rights-of-way or materials, or preemption of existing service to restore service in compliance with the decisions, rules, regulations and orders of the Commission or any other federal, international, state, or local governmental agency or authority.

2.6.5 CINCO shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, the Customer's agents, or Authorized Users, or by facilities or equipment provided by the Customer. CINCO shall not be liable for any act or omission by any entity furnishing to the Company or to the Customer facilities or equipment used for or with the services the Company offers. The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at the premises of the Company. The Company shall not be liable for the performance of said vendor or vendor's equipment.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.6 Liability (Cont'd)

- 2.6.6** CINCO does not guarantee or make any warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous, or otherwise unsuitable for such equipment. Customers and Authorized Users indemnify and hold CINCO harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any party or persons, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the Customer, Authorized User, or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such equipment so used.
- 2.6.7** The Company is not liable for any defacement of or damage to the premises of a Customer or end-user (or authorized or joint user) resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of the gross negligence or willful misconduct on the part of the agents or employees of the Company.
- 2.6.8** The Company shall not be liable for any damages resulting from delays in meeting any Service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- 2.6.9** The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or gross negligence.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.6 Liability (Cont'd)

- 2.6.10** The Company shall not be liable for any damages whatsoever associated with Service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with service.
- 2.6.11** THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- 2.6.12** The Customer and any authorized or joint users, jointly and severally, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including attorney's fees and court costs), or liability for patent infringement arising from (1) combining with, or using in connection with facilities the Company furnished, facilities the Customer, Authorized User, or joint user furnished, or (2) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control and from all other claims, loss, damage, expense (including attorneys' fees and court costs), or (3) liability arising out of any commission or omission by the Customer, Authorized User, or joint user in connection with the Service. In the event that any such infringing use is enjoined, the Customer, Authorized User, or joint user, at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer, Authorized User, or joint user, shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such slander, libel, infringement, or other claims.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.6 Liability (Cont'd)

2.6.13 The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".

2.7 Billing and Payment for Service

2.7.1 Application for Service

(a) Customers desiring to obtain Service must complete service application forms provided by Company. Company may require Customers or potential Customers to provide information pertaining to their ability to pay for Service. Company may deny Service to Customers or potential Customers which do not provide the requested information or who fail to meet Company's financial criteria.

2.7.2 Cancellation of Application for Service:

(a) Where installation of Service has been started prior to the cancellation of an application for Service, a cancellation charge equal to the costs incurred by the Company may apply.

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.7 Billing and Payment for Service (Cont'd)

2.7.3 Cancellation of Service:

- (a) The Customer may have Service discontinued upon thirty (30) days written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for Service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. Upon early cancellation of a term agreement, the Customer agrees to pay Company for the balance due under the contract for the entire term of the agreement. Unless the Customer notifies Company at least thirty (30) days prior to the end of the initial term of the agreement, the agreement shall be automatically extended for a term equivalent to the initial term.

2.7.4 Deposits

The Company does not collect deposits or prepayments from Customers at this time.

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.7 Billing and Payment for Service (Cont'd)

2.7.5 Payment of Charges

- (a) The Company shall bill on a current basis all charges incurred by and credits due to the Customer. The Customer may receive its bill in: 1) a paper format, or 2) via electronic transmission. Such bills are due upon receipt regardless of the media utilized. The Company shall bill in advance charges for all Services to be provided during the ensuing billing period except for charges associated with Service usage. Adjustments for the quantities of Service established or discontinued in any billing period beyond the minimum period will be prorated to the number of days based on a 30-day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of the bill.
- (b) All bills for Service provided to the Customer by the Company are due 15 days from the bill date. If any portion of the payment is received by the Company after the payment due date as set forth above, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be a portion of the payment not received by the payment due date times a late factor. The late factor shall be 1.5% per month or 18% annually, or the highest rate allowed by law, whichever is the lesser. The late factor will be applied for the number of days from the payment due date to and including the date that the Customer actually makes the payment to the Company.
- (c) Customer shall be responsible for payment of all sales, use, gross receipts, excise, access, bypass or other local, state and Federal taxes, charges or surcharges, however designated, imposed on or based upon the provision, sale or use of the Services rendered by Company.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.7 Billing and Payment for Service (Cont'd)

2.7.5 Payment of Charges (Cont'd)

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

2.7.6 Non-Recurring Charges

- (a) Non-recurring charges are payable when the Service for which they are specified has been ordered. If an entity other than CINCO (*e.g.*, another carrier or supplier) imposes or will impose charges on CINCO in connection with an ordered Service, those costs will also be charged to the Customer.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.7 Billing and Payment for Service (Cont'd)

2.7.7 Customer Overpayments

- (a) Company will provide interest on Customer overpayments that are not refunded within 30 days of the date Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for Service is made because of erroneous Company billing. The Customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the Customer, credit for the amount will be provided on the next regular Company bill. The rate of interest shall be the greater of the Customer deposit interest rate or Company's applicable late payment penalty.
- (b) Interest shall be paid from the date when overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the Customer's overpayment was originally recorded to the Customer's account by Company.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.7 Billing and Payment for Service (Cont'd)

2.7.8 Disputed Bills

- (a) In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a written documented claim for the disputed amount. The Customer must submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within thirty (30) days of receipt of billing for those Services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- (b) Unless disputed, the invoice shall be deemed to be correct and payable in full by Customer. If the Customer is unable to resolve any dispute with the Company, then Customer may file a complaint with the Florida Public Service Commission, 2540 Shumard Oak Blvd., Tallahassee, FL 32399-0850.
- (c) If the dispute is resolved in favor of the Customer, no interest credits or penalties will apply.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.8 Service Connections and Facilities on Customer's Premises

- 2.8.1** All Service along the facilities between the point identified as the Company's origination point and the point identified as the Company's termination point will be furnished by the Company, its agents or contractors.
- 2.8.2** Customer shall allow Company continuous access and right-of-way to Customer's premises to the extent reasonably determined by the Company to be appropriate to the provision and maintenance of Services, equipment, facilities and systems relating to this Tariff.
- 2.8.3** The Company may undertake to use reasonable efforts to make available Services to a Customer, on or before a particular date subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
- 2.8.4** The Company undertakes to use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer, joint user, or Authorized User may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.8.5** Title to all facilities provided by Company, including Terminal Equipment, shall remain with the Company. The operating personnel and the electric power consumed by such equipment on the premises of the Customer shall be provided by and maintained at the expense of the Customer.
- 2.8.6** Equipment the Company provides or installs at the Customer's premises for use in connection with the Services the Company offers shall not be used for any purpose other than that for which the Company provided it.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.8 Service Connections and Facilities on Customer's Premises (Cont'd)

2.8.7 Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents imposed on Company-provided equipment and wiring by connection shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons.

2.8.8 The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities; subject to this responsibility, the Company shall not be responsible for:

- (a) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission of; or
- (b) the reception of signals by Customer-provided equipment.

2.8.9 Company is solely responsible for operating Company-provided equipment. In the event that Customer attempts to operate any Company-provided equipment without first obtaining Company's written approval, in addition to any other remedies of Company for a breach by Customer of Customer's obligations hereunder, Customer shall pay Company for any damage to Company-provided equipment caused or related to Customer's improper operation of Company-provided equipment upon receipt by Customer of a Company invoice therefore. In no event shall Company be liable to Customer or any other person for interruption of the Service or for any other loss, cost or damage caused or related to Customer's improper use of Company-provided equipment.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.8 Service Connections and Facilities on Customer's Premises (Cont'd)

2.8.10 Customer agrees to allow Company to remove all Company-provided equipment from Customer's premises:

- (a) upon termination, interruption or suspension of the Service in connection with which the equipment was used; and
- (b) for repair, replacement or otherwise as Company may determine is necessary or desirable.

2.8.11 At the time of such removal, such equipment shall be in the same condition as when delivered to Customer or installed on Customer's premises, normal wear and tear only excepted. Customer shall reimburse Company for the unamortized cost of any such equipment in the event the foregoing conditions are not met.

2.8.12 The Customer, Authorized User, or joint user is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other persons. In advance, Customer will submit to Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be attached to the Company's facilities. The Company shall approve the use of such item(s) of equipment unless such item is technically compatible with Company's facilities. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.8 Service Connections and Facilities on Customer's Premises (Cont'd)

2.8.13 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Service, and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

2.9 Interconnection

2.9.1 Service furnished by CINCO may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by CINCO. Service furnished by CINCO is not part of a joint undertaking with such other common carriers or systems. CINCO does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of CINCO with services or facilities of other common carriers or with private systems.

2.9.2 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this Tariff and the other common carrier's Tariffs.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.10 Inspection, Testing and Adjustment

CINCO may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Tariff are being complied with in the installation, operation or maintenance of the Customer's facilities or equipment. CINCO may interrupt Service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

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2.11 Credit Allowances for Interruption of Service

Credit allowances for interruptions of Service which are not due to CINCO's inspection or testing, to the negligence of the Customer, or the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this Tariff.

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It shall be the obligation of the Customer to notify CINCO immediately of any interruption in Service for which the Customer desires a credit allowance. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer.

For purposes of credit computation, every month shall be considered to have 720 hours. The Customer shall be credited for an interruption of one day (24 hours) or more as follows:

Credit Formula:

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

A = outage time in hours

B = total monthly charge for affected service.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.11 Credit Allowances for Interruption of Service (Cont'd)

No credit allowances shall be made for:

Interruptions that are caused by the negligence of the Customer or others authorized by the Customer to use the Customer's Service;

Interruptions that are due to the failure of power, equipment, systems, or services not provided by CINCO;

Interruptions during any period during which CINCO or its agents are not afforded access to the premises where Access Lines associated with the Customer's Service are located;

Interruptions during any period when the Customer or user has released the Service to CINCO for maintenance, rearrangement, or the implementation of a Customer order;

Interruptions during any period when the Customer or user has refused to release the service for testing or repair;

Interruptions during any period when the non-completion of calls is due to network busy conditions; or

Interruptions not promptly reported to CINCO.

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*(M)(T)

(M)(T)

* Moved **Deposits** from Original Sheet 10 to Original Sheet 8.5.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.12 Obligations of the Customer

2.12.1 The Customer shall be responsible for:

- (a) The payment of all applicable charges as set forth in this Tariff.
- (b) Damage or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer, Authorized User, or joint user or the non-compliance by the Customer, Authorized User, or joint user with these regulations; or by fire or theft or other casualty on the premises of the Customer, Authorized User, or joint user unless caused by the negligence or willful misconduct of the employees or agents of the Company.

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CINCO TELECOM CORP.
(d/b/a's "CINCO")

Florida Tariff No. 1
1st Revised Sheet 11
Cancels Original Sheet 11

RESERVED FOR FUTURE USE

(T) (D)

(T) (D)

(T) *(M)

(T) (M)

(T) (D)

(T) (D)

* Moved **Taxes** from Original Sheet 11 to **Tax Surcharges** Original Sheet 18.9.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.12 Obligations of the Customer (Cont'd)

2.12.1 (Cont'd)

- (c) Providing as specified from time to time by the Company any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, Authorized User, or joint user and the level of power, heating and air conditioning necessary to maintain the proper environment on such premises.
- (d) Obtaining, maintaining, and otherwise having full responsibility for rights of way and conduit necessary for installation of fiber optic cable and associated equipment to provide Service to the Customer, Authorized User or joint user from the cable building entrance or the property line of the land on which the structure wherein any termination point or origination point used by the Customer, Authorized User or joint user is placed or located, whichever is applicable, through the point of entry into the structure, throughout the structure, to the location of the equipment space. Any and all costs associated with the obtaining and maintaining of the rights of way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for Service.
- (e) Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury to Company employees or property might result from installation or maintenance by the Company.

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.12 Obligations of the Customer (Cont'd)

2.12.1 (Cont'd)

- (f) Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights of way for which the Customer is responsible and obtaining permission for Company agents or employees to enter the premises of the Customer, Authorized User, or joint user at any reasonable hour for the purpose of installing, inspecting, repairing, or upon termination of Service as stated herein, removing the facilities or equipment of the Company.
- (g) Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which Service is interrupted for such purposes.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.12 Obligations of the Customer (Cont'd)

2.12.1 (Cont'd)

- (h) Keeping the Company's equipment and facilities located on the Customer's premises of rights of way obtained by the Customer free and clear of any liens or encumbrances relating to the Customer's use of Services or from the locations of such equipment and facilities.
- (i) Customer provided terminal equipment on the premises of the Customer, Authorized User, or joint user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer, Authorized User, or joint user. Conformance of Customer provided station equipment with Part 68 of the FCC Rules is the responsibility of the Customer.
- (j) The Customer, Authorized User, or joint user is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons.

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.13 Refusal or Discontinuance by the Company

- 2.13.1** The Company, by five (5) working days written notice to the Customer and in accordance with applicable law, may discontinue Service or cancel an application for Service without incurring any liability when there is an unpaid balance for Service that is overdue and not disputed, or where there is any violation of the provisions of this Tariff.
- 2.13.2** The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of Service in the same manner as provided for nonpayment of overdue charges.
- 2.13.3** The Customer shall be subject to discontinuance of Service, with notice where the Customer will be allowed a reasonable time to comply, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over Service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such Service, or for any violation of any of the provisions governing the furnishing of Service under this Tariff.
- 2.13.4** The Company may immediately discontinue Service to any Customer, without notice, in order to protect against fraud or to otherwise protect Company personnel, agents, facilities, or Services.
- 2.13.5** If any Customer files for bankruptcy or reorganization or fails to discharge an involuntary petition therefor within the time permitted by law, the Company may immediately discontinue or suspend Service under this Tariff without incurring any liability.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.13 Refusal or Discontinuance by the Company (Cont'd)

2.13.6 Upon the Company's discontinuance of Services to the Customer, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer under this Tariff during the remainder of the minimum term for which such Services would have otherwise been provided to the Customer to be immediately due and payable.

2.13.7 If Service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, Service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected and the Customer pays a deposit in advance at Company's discretion. Non-recurring charges apply to restored Services.

2.13.8 Any notice the Company may give to a Customer shall be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service, addressed to the Customer's billing address or to such address as may be subsequently given by Customer to the Company.

2.13.9 Except for cancellation of Service or as otherwise provided by these rules, any notice from any Customer may be given by the Customer or any authorized representative to the Company's business office orally or by written notice mailed to the Company's business address. Cancellation of Service must be by written notice.

2.14 Restoration of Service

If Service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, Service shall, at CINCO's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected. A reconnection fee of \$25.00 per occurrence is charged when Service is re-established for Customers who had been disconnected for non-payment.

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.15 Schools and Libraries Discount Program

2.15.1 General

The Schools and Libraries Discount Program permits eligible schools (public and private, grades Kindergarten through 12) and libraries to purchase CINCO Services offered in this Tariff at a discounted rate, in accordance with the Rules adopted by the FCC in its Universal Service Order 97-157, issued May 8, 1997. The Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.500 *et. seq.*

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.15 Schools and Libraries Discount Program (Cont'd)

2.15.1 General (Cont'd)

As indicated in the Rules, the discounts will be between twenty (20) and ninety (90) percent of the pre-discount price, which is the price of Services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A school's level of economic disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program, and a library's level of economic disadvantage will be calculated on the basis of school lunch eligibility in the public school district in which the library is located. A non-public school may use either eligibility for the national school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. To be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the rules. Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.15 Schools and Libraries Discount Program (Cont'd)

2.15.2 Regulations

- (a) Obligation of eligible schools and libraries:
 - (a) Requests for Service:
 - (a) Schools and libraries and consortia shall participate in a competitive bidding process for all Services eligible for discounts, in accordance with any state and local procurement rules.
 - (i) Schools and libraries and consortia shall submit requests for Services to the Schools and Libraries Division, as designated by the FCC, and follow established procedures.
 - (ii) Services requested will be used for educational purposes.
 - (iii) Services will not be sold, resold or transferred in consideration for money or any other thing of value.
 - (b) Obligations of CINCO:
 - (a) CINCO will offer discounts to eligible schools and libraries on commercially available Services contained in this Tariff.
 - (b) CINCO will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situated non-residential Customers for similar Services (lowest corresponding price).
 - (c) In competitive bidding situations, CINCO may offer flexible pricing or rates other than in this Tariff, where specific flexible pricing arrangements are allowed.

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.15 Schools and Libraries Discount Program (Cont'd)

2.15.3 Discounted Rates for Schools and Libraries

- (a) Discounts for eligible schools and libraries and consortia shall be set as a percentage from the pre-discount price, which is the price of Services to schools and libraries prior to application of a discount.
- (b) The discount rate will be applied to all commercially available telecommunications Services purchased by eligible schools, libraries or consortia.
- (c) The discount rate is based on each school or library's level of economic disadvantage as determined in accordance with the FCC's Rules and by its location in either urban or rural area.
- (d) The discount matrix for eligible schools, libraries and consortia are as follows:

% Of Students Eligible For National School Lunch Program	% Of U.S. Schools	Urban Discount	Rural Discount
< 1%	3%	20%	25%
1% - 19%	31%	40%	50%
20% - 34%	19%	50%	60%
35% - 49%	15%	60%	70%
50% - 74%	16%	80%	80%
75% - 100%	16%	90%	90%

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.16 Special Rates for the Handicapped

2.16.1 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.

2.16.2 Hearing and Speech Impaired Persons

Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

2.16.3 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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SECTION 3 - SERVICE DESCRIPTIONS

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3.1 General

CINCO offers intrastate interexchange telecommunications Services for communications originating and terminating within the State of Florida under terms of this Tariff.

Customers are billed based on their use of CINCO's Services. Charges may vary by Service offering, mileage band, class of call, time of day, day of week, and/or call duration.

3.2 Timing of Calls

Billing for calls is based in part on the duration of the call as follows, unless otherwise specified in this Tariff:

3.2.1 Call timing begins when the called party answers the call (*i.e.*, when two-way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

3.2.2 Chargeable time for calls ends when one of the parties disconnects from the call.

3.2.3 For billing purposes, the minimum call duration periods vary by Service and are specific by product or option in subsequent sections of this Tariff.

3.2.4 For billing purposes, usage after the initial period varies by Service and is specified by product or option in subsequent sections of this Tariff.

3.2.5 CINCO will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, CINCO will reasonably issue credit for the call.

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.2 Timing of Calls (Cont'd)

3.2.6 For the initial minute, the rate applicable at the start of chargeable time at the calling station applies. For additional minutes, the rate applicable is that rate which is in effect at the calling station when the additional minutes(s) begin. That is, if chargeable time begins during the Day Period, the Day Rate applies to the initial minute and to any additional minutes that the call continues during the rate period. If the call continues into a different rate period, the appropriate rates from that period apply to any additional minutes occurring in that rate period. If an additional minute is split between two rate periods, the rate period applicable at the start of the minute applies to the entire minute.

3.3 Rate Periods

3.3.1 Unless otherwise specified, all usage charges are applicable twenty-four (24) hours per day, seven (7) days a week.

3.3.2 For Services subject to holiday discounts, the following are Company-recognized national holidays, determined by the location of the calling station: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, and Christmas Day.

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

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3.4 Calculation of Distance

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3.4.1 Usage charges for all mileage sensitive products are base on the airline distance between rate centers associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in the NPA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4.

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FORMULA:

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

3.5 Minimum Call Completion Rate

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3.5.1 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).

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.6 CINCO Long Distance Service

3.6.1 Nature of Service

CINCO Long Distance 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.

3.7 CINCO 800/888 (Inbound) Long Distance Service

3.7.1 Nature of Service

CINCO 800/888 (Inbound) Long Distance Service is offered to residential and business Customers. The Service permits inbound 800/888 calling at a single per minute rate. Service is provided from presubscribed, dedicated or shared use access lines. Calls are billed in six second increments, with a six second minimum call duration.

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* Moved **CINCO Prepaid Calling Card Service** from Original Sheet 14 to Original Sheet 14.1.

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.8 Prepaid Calling Card Service

3.8.1 Nature of Service

Prepaid Calling Card Service is a Calling Card Service offered to residential and business Customers who purchase the Prepaid Calling Cards directly from the Carrier or an authorized distributor. The Prepaid Calling Card Service is a dollar based service, meaning that there is a fixed amount of dollars (*i.e.*, \$5, \$10, \$20, \$50 or some other denomination) available to the Customer who purchases a Card.

Service is available to a Customer from a touch tone phone. Some Cards may offer access via computers connected to the Internet. Customers using the Prepaid Calling Card Service access the Service by dialing a 1-800 number or other access number followed by an account identification number and the number being called. The Platform validates the Customer's account identification number, determines whether sufficient time or value remains on the card and, if so, completes the call to the called telephone number dialed by the Customer. The Customer is verbally informed of the available balance of the Prepaid Calling Card account. This Service permits subscribers utilizing the Carrier's Prepaid Calling Card to make calls at a single per minute rate. Calls are real-time rated during call progression. The total price of each call, including applicable taxes and surcharges, is calculated on the basis of usage and is deducted from the available account balance associated with each Prepaid Calling Card account. Calls in progress will be terminated when there is an insufficient balance to continue the Call. The Company may make available to Customers separate domestic toll-free access numbers for instructions in English or Spanish, or other languages as appropriate.

Certain Calls may not be completed using the Prepaid Calling Card Service. These include busy line verification services, interruption service, calls requiring time and charges, air-to-ground calls, marine/satellite calls, and calls placed via dialing a 700 or 900 number.

Calls are billed in varying increments depending on the card used. For billing purposes, call timing is rounded up to the next increment.

SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.9 Operator Services

3.9.1 Nature of Service

The Company's Operator Services are provided to residential and business Customers who "presubscribe" to this Service for intrastate calling. Operator Services include the completion of collect, station-to-station, person-to-person, third party billing and credit card calls with the assistance of a Carrier operator. Each completed operator assisted Call consists of two charge elements (except as otherwise indicated herein): (i) a fixed operator charge, which will be dependent on the type of billing selected (*e.g.*, calling card, collect or other) and/or the completion restriction selected (*e.g.*, station-to-station or person-to-person); and (ii) a measured usage charge dependent upon the duration, distance and/or time of day of the call.

3.9.2 Operator Dialed Surcharge

This surcharge applies to Calls when the Customer has the capability of dialing all the digits necessary to complete a call, but elects to dial only the appropriate operator code and requests the operator to dial the called station. The surcharge does not apply to:

- 1) Calls where a Customer cannot otherwise dial the call due to defective equipment or trouble on the CINCO network; and
- 2) Calls in which a Company operator places a call for a calling party who is identified as being handicapped and unable to dial the call because of his/her handicap.

The Operator Dialed Surcharge applies in addition to any other applicable operator charges.

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SECTION 4 -- RATES

4.1 CINCO Long Distance Services

4.1.1 Recurring Charges

(a) Per Minute Usage Rates (statewide):

Billing Increment	Initial Minute	Additional Minute
1 Minute	\$0.047	\$0.047

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* Moved **CINCO 800/888 (Inbound) Long Distance Service** from Original Sheet 16 to Original Sheet 18.1.

* Moved **CINCO Prepaid Calling Card Service** from Original Sheet 16 to Original Sheet 18.2-18.3.

* Moved **Operator Services** from Original Sheet 16 to Original Sheet 18.4.

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* Moved **Determining Applicable Rate in Effect** from Original Sheet 17 to **3.2.6** Original Sheet 12.1.

* Moved **Payment of Calls** from Original Sheet 17 to **Payment of Charges** Original Sheet 8.6-8.7.

* Moved **Restoration of Service** from Original Sheet 17 to Original Sheet 11.5.

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* Moved **Special Promotions** from Original Sheet 18 to **Special Promotional Offerings** Original Sheet 18.5.

* Moved **Special Rates For The Handicapped** from Original Sheet 18 to Original Sheet 11.10.

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SECTION 4 – RATES (Cont'd)

4.2 CINCO 800/888 (Inbound) Long Distance Service

4.2.1 Recurring Charges

(a) Per Minute Usage Rates (statewide):

Billing Increment	Initial Minute	Additional Minute
6 Second	\$1.00	\$1.00

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SECTION 4 - RATES (Cont'd)

4.3 Prepaid Calling Card Service

4.3.1 CINCO Card

(a) Per Minute Usage Rates (statewide)

Billing Increment	Initial Minute	Additional Minute
1 Minute	\$0.046	\$0.046

(b) 800 Access Surcharge

Customers using an 800 number to access the Prepaid Calling Card Service shall be subject to an additional per minute surcharge of \$0.04 per minute.

4.3.2 EXPRESS Card

(a) Per Minute Usage Rates (statewide)

Billing Increment	Initial Minute	Additional Minute
1 Minute	\$0.046	\$0.046

(b) 800 Access Surcharge

Customers using an 800 number to access the Prepaid Calling Card Service shall be subject to an additional per minute surcharge of \$0.04 per minute.

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SECTION 4 - RATES (Cont'd)

4.3 Prepaid Calling Card Service (Cont'd)

4.3.3 RENDIDORA Card

(a) Per Minute Usage Rates (statewide)

Billing Increment	Initial Minute	Additional Minute
3 Minutes	\$0.05	\$0.05

(b) 800 Access Surcharge

Customers using an 800 number to access the Prepaid Calling Card Service shall be subject to an additional per minute surcharge of \$0.04 per minute.

(c) Long Distance Surcharge

Customers making long distance calls using this Card shall be subject to a 20% of the per minute rate surcharge.

(d) Maintenance Charge

A \$0.45 maintenance charge shall be deducted from the Card's balance upon activation and every 15 days thereafter while the Card is activated.

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SECTION 4 - RATES (Cont'd)

4.4 Operator Services

4.4.1 Recurring Charges

(a) Per Minute Usage Rates (statewide)

The appropriate rate found under Section 4.1 or 4.3 of this Tariff shall apply.

(b) Operator Charges

Collect Station-to-Station N/A

Collect Person-to-Person N/A

Person-to-Person \$1.00

Station-to-Station \$1.00

Customer Dialed Calling Card \$1.00

Operator Dialed Calling Card \$1.00

Operator Dialed Surcharge \$0.75

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SECTION 5 -SPECIAL PROMOTIONAL OFFERINGS

5.1 General

From time to time CINCO shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area(s).

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SECTION 6 - CONTRACT SERVICES

6.1 General

At CINCO's option, Service may be offered on an Individual Case Basis to meet specialized requirements of the Customer not contemplated in this Tariff. The terms of each contract shall be mutually agreed upon between the Customer and CINCO and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in CINCO's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specified in each individual contract.

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SECTION 7 - LEGISLATIVE, REGULATORY OR JUDICIAL ACTIVITY

7.1 General

Notwithstanding any statement to the contrary contained in this Tariff, in the event that any regulatory agency, legislative body or court of competent jurisdiction promulgates regulations or modifies existing ones including, without limitation, regulations regarding payphone compensation, access charges and/or universal service ("Regulatory Activity"), CINCO reserves the right, at any time and without notice to: (i) pass through to the Customer all, or a portion of, any charges or surcharges directly or indirectly related to such Regulatory Activity; or (ii) modify the rates, including any rate guarantees, and/or terms and conditions contained in this Tariff to reflect the impact of such Regulatory Activity.

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SECTION 8 - SUBSCRIBER CHARGES

8.1 Payphone Use Charge

A \$0.50 per call surcharge will apply to calls that originate from any payphone used to access CINCO Services. This charge, which is in addition to standard tariffed usage charges and any applicable surcharges associated with CINCO Service, applies for the use of the instrument used to access CINCO Service and is unrelated to the CINCO Service accessed from the payphone. Customers will be charged the payphone use charge for each Call which is placed from payphones with the exception of: (i) Calls placed by inserting coins during the progress of the Call; (ii) Calls using Telecommunications Relay Service; or (iii) Calls originated by Customers with qualified speech or hearing impairments who are certified.

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SECTION 8 - SUBSCRIBER CHARGES (Cont'd)

8.2 Tax Surcharges

In addition to all recurring, non-recurring, minimum usage, or special charges, Subscriber shall pay surcharges designed to recover gross revenue, gross income, and gross earning taxes imposed on carrier, including:

- (1) Federal Excise Tax, equal to 3%, is imposed on all telecommunications services provided subject to the tax.

These surcharges are subject to change without notice and shall be added to all charges for Services (except for late payment charges and returned check charges), and together with all such charges, shall be subject to all sales, use, and excise taxes payable by Subscriber pursuant to Section 2.7 of this Tariff.

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