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ORIGINAL

**CYPRESS**  
**TELECOMMUNICATIONS**  
**CORP.**  
3838 N. Sam Houston Parkway East  
Suite 400  
Houston, Texas 77032

March 16, 2004

VIA OVERNIGHT DELIVERY

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

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COMMISSION  
CLERK

Gentlemen,

Enclose is an original and one (1) copy of the following documents:

1. IXC Registration form
2. Florida Tariff No. 1 – Interexchange Services, both Facilities based and Resold

Please return one copy of this letter date stamped that you did receive this information.

If you require additional information, please contact me.

Sincerely,

Robert W. Livingston  
President  
blivingston@cytelcom.com

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*Original Tariffs forwarded  
to CYP.*

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# IXC REGISTRATION FORM

Company Name Cypress Telecommunications Corp

Florida Secretary of State Registration No. Applied For

Fictitious Name(s) as filed at Fla. Sec. of State Cytel

Company Mailing Name 3838 N. Sam Houston Pkwy East

Mailing Address Suite 400

Houston, Texas 77032

Web Address www.cytelcom.com

E-mail Address regulatory@cytelcom.com

Physical Address 3838 N. Sam Houston Pkwy East

Suite 400, Houston, Texas, 77032

Robert W. Livingston

Company Liaison

Title President

Phone 281-449-4000

Fax 281-987-0065

E-mail address blivingston@cytelcom.com

Robert W. Livingston

Consumer Liaison to PSC

Title President

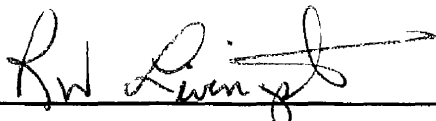
Address 3838 N. Sam Houston Pkwy East, Suite 400, Houston, TX 77032

Phone 281-449-4000

Fax 28987-0065

E-mail address blivingston@cytelcom.com

My company's tariff as required in Section 364.04, Florida Statutes, is enclosed with this form. I understand that my company must notify the Commission of any changes to the above information pursuant to Section 364.02, Florida Statutes. My company will owe Regulatory Assessment Fees for each year or partial year my registration is active pursuant to Section 364.336, Florida Statutes. My company will comply with Section 364.603, Florida Statutes, concerning carrier selection requirements, and Section 364.604, Florida Statutes, concerning billing practices.



Signature of Company Representative

Robert W. Livingston

Printed/Typed Name of Representative

DOCUMENT NUMBER-DATE

03647 MAR 18 3

MARCH 17, 2004

FPSC-COMMISSION CLERK

**TITLE SHEET**

**FLORIDA TELECOMMUNICATIONS TARIFF**

This tariff contains the descriptions, regulations, and rates applicable to providing interexchange services within the state of Florida both as a facilities based interexchange carrier and as a reseller of telecommunications services provided by Cypress Telecommunications Corp. ("CYTEL"), with principal offices at 3838 N. Sam Houston Pkwy East, Suite 400, Houston, Texas 77032, toll free telephone number (800) 324 - 6123. This tariff applies for services furnished within the State of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: March 19, 2004  
Issued by:

Robert W. Livingston, President  
3838 N. Sam Houston Pkwy East, Suite 400  
Houston, Texas 77032

Effective:

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**CHECK SHEET**

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<b>PAGE</b>	<b>REVISION</b>	<b>PAGE</b>	<b>REVISION</b>
1	Original	31	Original
2	Original	32	Original
3	Original	33	Original
4	Original	34	Original
5	Original	35	Original
6	Original	36	Original
7	Original	37	Original
8	Original	38	Original
9	Original	39	Original
10	Original	40	Original
11	Original	41	Original
12	Original	42	Original
13	Original	43	Original
14	Original	44	Original
15	Original	45	Original
16	Original	46	Original
17	Original	47	Original
18	Original	48	Original
19	Original	49	Original
20	Original	50	Original
21	Original	51	Original
22	Original	52	Original
23	Original	53	Original
24	Original	54	Original
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29	Original		
30	Original		

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**APPLICATION OF TARIFF**

The regulations, rules and conditions set forth in this Tariff apply to the provision of intrastate public telecommunications services furnished within the State of Florida by Cypress Telecommunications Corp. ("CYTEL"), subject to the jurisdiction of the Florida Public Service Commission.

Issued: March 19, 2004  
Issued by:

Robert W. Livingston, President  
3838 N. Sam Houston Pkwy East, Suite 400  
Houston, Texas 77032

Effective:

**SYMBOLS**

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

- (C) - To signify a changed listing, rule or condition which may affect rates or charges.
- (D) - To signify discontinued material, including a listing, rate, rule or condition.
- (I) - To signify an increase in rates or charges.
- (M) - To signify material relocated from or to another part of this Tariff with no change in text, rate, rule or condition.
- (N) - To signify new material, including a listing, rate, rule or condition.
- (R) - To signify a reduction in rates or charges.
- (T) - To signify a change in the wording of the text, but no change in rate, rule or condition.
- (X) - To signify a correction or reissued matter.



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**TARIFF FORMAT**

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages 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. Page 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 ACC. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
  
- C. Paragraph Numbering Sequence** - There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:
  - 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  
- D. Check Sheets** - When a tariff filing is made with the ACC, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.)

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Access** - Access to the Company's services are provided by one or more or a combination of the following methods: presubscription in equal access areas, direct access, 800, 950 and 10XXX dialing sequences.

**Access Code** - A sequence of numbers that, when dialed, connect the caller to the provider of services associated with that sequence.

**Authorization Code** - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Service User so the Company may rate and bill the call. All Authorization Codes shall be the sole property of the Company and no Customer 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.

**Authorized User** - A person or entity that accesses the Company's services. An Authorized User is responsible for compliance with this tariff.

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

**Billed Party** - The person or entity responsible for payment of the Company's Service(s): For a Direct Dialed Call, the person or entity responsible for payment is the Customer responsible for payment for local telephone service at the telephone used to originate an intrastate call. In the case of a Traveler Card call, Phone Home Card call or other credit card call (herein collectively the "Card"), the person or entity responsible for payment is the Customer of record of the Traveler Card, Phone Home Card or other valid and acceptable Card used.

**Calling Card Call** - A Direct Dialed call for which charges are billed not to the originating telephone number, but to a LEC or interexchange carrier calling card.

**Central Office** - A Local Exchange Carrier switching system where Local Exchange Carrier customer station loops are terminated for purposes of interconnection to each other and to trunks.

**Channel** - The term "Channel" denotes a path for electrical transmission between two or more points, the path having a bandwidth designed to carry voice grade transmission.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT.)**

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

**Credit Card Call** - A Direct Dialed call for which charges are billed not to the originating telephone number, but to a credit commercial card, such as Visa or MasterCard.

**Customer** - The term "Customer" denotes the person, partnership, association, joint stock company, trust, corporation, or governmental entity or any other entity that is responsible for payment of charges and for compliance with this tariff.

**Customer - Provided Facilities** - The term "Customer - Provided Facilities" denotes all communications facilities provided by the Customer and/or Authorized User other than those provided by the Company.

**Debit Card** - A pre-established account number (typically associated with a card), issued by the Company and purchased by a Customer for access to the Company's network for the purpose of placing long distance telephone calls.

**Direct Dialed Call** - An intrastate telephone call that is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator.

**Equal Access** - Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in United States vs. Western Electric, Civil Action No. 82-0192 (United States District Court, District of Columbia), as amended by the Court in its orders issued prior to October 17, 1990.

**Equal Access Code** - An access code that allows the public to obtain an equal access connection to the carrier associated with that code.

**Exchange** - The term "Exchange" denotes a unit established by the Local Exchange Carrier for the administration of communications service in a specified area that usually embraces a city, town or village and its environs. It consists of one or more Central Offices together with the associated facilities used in furnishing communications service within that area.

**FPSC** - refers to the Florida Public Service Commission.

**Intrastate Message Telecommunications Service ("MTS")** - The term "Intrastate Message Telecommunications Services" denotes the furnishing of direct dialed intrastate switched service to the Customer for the completion of long distance voice and dial-up low speed data transmissions over voice grade channels between points wholly within the State of Florida.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT.)**

**Local Exchange Carrier ("LEC")** - The term "Local Exchange Carrier" denotes any telephone company that provides local telephone service to Customers within a defined area.

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

**Other Common Carrier** - The term "Other Common Carrier" denotes a common carrier, other than the Company, providing domestic and/or international communications service to the public.

**Personal Identification Numbers (PINS)** - Code numbers used in connection with designated telephone numbers which allow intrastate calls to be categorized for various applications.

**Point(s) of Presence** - The term "Point(s) of Presence" denotes the site(s) where the Company provides a network interface with facilities provided by Other Common Carriers, Local Exchange Carriers or Customers for access to the Company network configuration.

**Premise** - The term "Premise" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

**Service** - Intrastate telecommunications service provided to a Customer or Authorized User by the Company.

**Special Access Service** - All exchange access not utilizing telephone company end office switches. This service includes dedicated access that connects end user to end user, end user to carrier, or carrier to carrier and may include analog or digital channels for voice, data or video transmissions.

**Subscriber** - Any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, make telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer.

**Telecommunications** - The transmission of voice communications or, subject to the transmission capabilities of the Service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

Service is offered to residential and business Customers of the Company to provide direct dialed calls originating and terminating partially or wholly within the State of Florida, using the Company's network configuration. The Company provides switched long distance network services for voice grade and low speed dial-up data transmission services. The Company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. All services are provided subject to the terms and conditions set forth in this tariff. In the event of a conflict between a contract entered into by the Company and this tariff, the terms of this tariff shall prevail.

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

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**SECTION 2 - RULES AND REGULATIONS, (CONT.)**

**2.2 Limitations**

- 2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4 All services and facilities provided under this tariff are directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.4 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

**2.3 Use**

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

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**SECTION 2 - RULES AND REGULATIONS, (CONT.)**

**2.4 Liabilities of Company**

- 2.4.1** Except as stated in this section, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for willful misconduct.
- 2.4.2** The liability of the Company, if any, for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects in transmission, or failures or defects in facilities furnished by the Company in the course of furnishing service or arising out of any failure to furnish service shall in no event exceed an amount of money equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur and continue. However any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service that are caused by or contributed to by the negligence or willful act of Customer, or which arise from the use of Customer-Provided Facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.
- 2.4.3** The company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to Acts of God, fires, flood or other catastrophes; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company or the acts of any party not directly under the control of the Company.

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**SECTION 2 - RULES AND REGULATIONS, (CONT.)**

**2.4 Liabilities of Company, (CONT.)**

- 2.4.4** The Company is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the services received by Customer, or for the unavailability of or any delays in the furnishing of any services or facilities that are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the service provided to Customer, the Company's liability shall be limited according to the provisions stated above.
- 2.4.5** The Company shall be indemnified and held harmless by the Customer and Authorized User from and against all loss, liability, damage, and expense, including reasonable attorney's fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using the Company's services and any other claim resulting from any act or omission of the Customer or Authorized User relating to the use of the Company's facilities.
- 2.4.6** The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities or equipment used with the service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the failure of Customer-provided service, equipment or facilities.
- 2.4.7** Under no circumstances whatever shall the Company or its officers, directors, agents, or employees be liable for indirect, incidental, special or consequential damages.



**SECTION 2 - RULES AND REGULATIONS, (CONT.)**

**2.5 Deposits**

The Company will not require deposits from customers.

**2.6 Advance Payments**

The Company will not require advance payments from customers.

**2.7 Taxes**

The Company shall charge the Customer an amount sufficient to recover any governmental assessments, fees, license, or other similar taxes or fees imposed upon the Company. Such taxes or fees shall be recovered in the following manner:

**2.7.1** For Debit Service, taxes or fees shall be included in the schedule for this service, unless otherwise negotiated with the distributor.

**2.7.2** For all other services offered by the Company, taxes and fees shall be added pro-rata, insofar as practical, to the rates and charges stated in the Company's rate schedules and listed as separate line items on the Customer's bill for services provided.

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**SECTION 2 - RULES AND REGULATIONS, (CONT.)**

**2.8 Payment for Service**

**2.8.1 Billing and Credit Regulations**

The charges for service are due when billed and are billed and collected by the Company or its authorized agent, or the connecting company from whose service point the messages were sent paid or at whose service point the messages were received collect.

**2.8.2 Payment for Service**

The Customer is responsible for payment of all charges for services, including charges for service originated or charges accepted at the Customer's service point.

- (A) Charges for third party calls which are charged to a domestic telephone number will be included on the Billed Party's local exchange telephone company bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.
- (B) Charges for credit card calls will be included on the Billed Party's regular monthly statement from the card-issuing company.
- (C) For Room Charge Calls (Time and Charges), when requested by the Authorized User, and authorized by the Aggregator, the charges will be provided to the Aggregator for inclusion on the hotel, motel, or hospital bill of the Authorized Users. In such cases, the Company will provide a record of the call detail and charges to the hotel, motel, or hospital for such billing purposes. The Aggregator is solely responsible for the collection of Room Charges from its guests, and remains liable to the Company for all Room Charge calls regardless of whether such charges are in fact collected from the Authorized User. Room charge calls are rated in accordance with the Real - Time Rate Table set forth in Section 3.5 herein.

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**SECTION 2 - RULES AND REGULATIONS, (CONT.)**

**2.8 Payment for Service, (CONT.)**

**2.8.2 Payment for Service, (CONT.)**

- (D) Charges for direct dialed calls will be included on the originating party's bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.
- (E) Any applicable federal, state and local use, excise, sales or privileges taxes or similar liabilities chargeable to or against the Company as a result of the provision or the Company's service hereunder to the Customer shall be charged to and payable by the Customer in addition to the rates indicated in this tariff.
- (F) The Customer shall remit payment of all charges to any agency authorized by the Company to receive such payment.
- (G) If the bill is not paid within thirty calendar days following the mailing of the bill, the account will be considered delinquent.
- (H) A delinquent account may subject the Customer's service to temporary disconnection. The Company is responsible for notifying the Customer at least five calendar days before service is disconnected. The Company does not charge a late charge for unpaid bills.
- (I) Failure to receive a bill will not exempt a Customer from prompt payment of any sum or sums due the Company.

**SECTION 2 - RULES AND REGULATIONS, (CONT.)**

**2.8 Payment for Service, (CONT.)**

**2.8.2 Payment for Service, (CONT.)**

- (J) In the event the Company must employ the services of attorneys for collection of charges due under this tariff or any contract for special services, Customer shall be liable for all costs of collection including reasonable attorney's fees and court costs.
- (K) The Company will not bill for unanswered calls in areas where Equal Access is available, nor will the Company knowingly bill for unanswered telephone calls where Equal Access is not available. In the event that an unanswered call is inadvertently billed due to the unavailability of Equal Access, the Company will cancel all such charges upon request or may credit the account of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.
- (L) In the event the Customer is overbilled, an adjustment will be made to the Customer's account and the Customer will be deemed to not owe overbilled amount. If the Customer is underbilled, the Customer is allowed to either pay in lump sum or in installments.

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**SECTION 2 - RULES AND REGULATIONS, (CONT.)****2.9 Right to Backbill for Improper Use of the Company's Service**

Any person or entity that uses, appropriates or secures the use of service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which uses, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's service actually made by Customer.

**2.10 Billing Entity Conditions**

When billing functions on behalf of the Company are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charges. In case of any disputed charges that cannot be resolved by the billing company, the Billed Party may contact the Company directly. If there is still a disagreement about the disputed amount after investigation and review by the Company or other service provider, the Billed Party has the option to pursue the matter with the appropriate state commission and/or the Federal Communications Commission.

**2.11 Compliance with Regulatory Requirements**

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

**2.12 Interconnection**

The Company reserves the right to interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services for the provision of services offered herein.

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**SECTION 2 - RULES AND REGULATIONS, (CONT.)**

**2.13 Denial of Access to Service by the Company**

The Company expressly retains the right to deny access to service without incurring any liability for any of the following reasons:

- 2.13.1 Nonpayment of any sum due for service provided hereunder, where the Customer's charges remain unpaid more than ten (10) days following notice of nonpayment from the Company. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to the Customer's last known address;
- 2.13.2 Customer's acts or omissions that constitute a violation of, or a failure to comply with, any regulation stated in this tariff governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual threatened interference to the Company operations or its furnishing of service. The Company agrees to give Customer ten (10) days notice of such violation or failure to comply prior to disconnection of service; or
- 2.13.3 The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or
- 2.13.4 Failure to pay a previously owed bill by the same Customer at another location.

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**SECTION 2 - RULES AND REGULATIONS, (CONT.)****2.14 Customer's Liability in the Event of Denial of Access to Service by the Company**

In the event a Customer's service is disconnected by the Company for any of the reasons stated in Section 2.13, the Customer shall be liable for all unpaid charges due and owing to the Company associated with the service.

**2.15 Reinstitution of Service**

The Company will reconnect service upon Customer request as soon as the reason for the Customer's termination is removed. If the Customer seeks reinstatement of Service following denial of service by the Company, the Customer shall pay to the Company prior to the time service is reinstated (1) all accrued and unpaid charges, but there will be no charge for the service restoration.

**2.16 Credit Allowances for Interruption of Service**

Credit allowances for interruptions of service are limited the initial minimum period charge incurred to re-establish the interrupted call.

**2.17 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

**2.18 Toll Free Numbers**

The Company will make every effort to reserve "vanity" toll free numbers on the Customer's behalf, but makes no warranty or guarantee that the "vanity" number(s) will be available for use by the Customer.

If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in toll free service to another carrier (i.e. "porting" of the toll free number), including a request for a Responsible Organization (Resp Org) change, until such charges are paid in full.

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**SECTION 2 - RULES AND REGULATIONS, (CONT.)**

**2.19 Responsibilities of the Subscriber**

- 2.19.1** The Subscriber is responsible for placing any necessary orders, for complying with tariff regulations, and for ensuring that Authorized Users comply with tariff regulations. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's premises that are not collect, third party, calling card, or credit card calls.
- 2.19.2** The Subscriber is responsible for charges incurred for special construction and/or special facilities that the Subscriber requests and which are ordered by the Company on the Subscriber's behalf.
- 2.19.3** If required for the provision of the Company's services, the Subscriber must provide any equipment space, supporting structure, conduit, and electrical power without charge to the Company.
- 2.19.4** The Subscriber is responsible for arranging ingress to its premises at times mutually agreeable to it and the Company when required for Company personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of the Company's services.
- 2.19.5** The Subscriber shall ensure that its terminal equipment and/or system is properly interfaced with the Company's facilities or services, that the signals emitted into the Company's network configuration 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 Part 68 of the Code of Federal Regulations, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers.



**SECTION 2 - RULES AND REGULATIONS, (CONT.)**

**2.19 Responsibilities of the Subscriber, (CONT.)**

- 2.19.6** If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to the Company's equipment, personnel, or the quality of Service to other Subscribers or Customers, the Company may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notification, terminate the Subscriber's service.
- 2.19.7** The Subscriber must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Subscriber, its Authorized Users, or others, or by improper use of equipment provided by the Subscriber, Authorized Users, or others.
- 2.19.8** The Subscriber must pay for the loss through theft or fire of any of the Company's equipment installed at Subscriber's premises.

**SECTION 2 - RULES AND REGULATIONS, (CONT.)**

**2.20 Responsibilities of Authorized Users**

- 2.20.1** The Authorized User is responsible for compliance with the applicable regulations set forth in this tariff as well as all rules and regulations of the state utility commission and the FCC.
- 2.20.2** The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.
- 2.20.3** The Authorized User is responsible for providing the Company with a valid method of billing for each call. The Company reserves the right to validate the credit worthiness of users through available credit card, calling card, called number, third party telephone number, and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.

**SECTION 2 - RULES AND REGULATIONS, (CONT.)**

**2.21 Complaint Procedures**

Customer complaints and inquiries regarding their bills may be directed to the toll-free number provided by the billing agent on the bill. In addition, inquiries and complaints may also be directed to:

Customer Service Manager  
Cypress Telecommunications Corp.  
3838 N. Sam Houston Pkwy East, Suite 400  
Houston, Texas 77032  
Toll Free: 800-370-8350

**2.22 Access to Other Carriers**

Neither the Company nor its Subscribers may block access to other certificated carriers unless a waiver is granted by the Florida Public Service Commission.

**2.23 Access Charges**

The Company, either directly or indirectly through its underlying carriers, will pay intrastate access charges for use of local exchange company facilities when completing intrastate Florida calls.

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**SECTION 2 - RULES AND REGULATIONS, (CONT.)****2.24 Call Splashing**

Pursuant to ACC R-14-2-1008, the Company will not transfer calls to another carrier unless the rating and billing information for the call will properly reflect the originating and terminating points of the call. If such transfers are not possible, the Company will inform the caller that the call cannot be completed and that the preferred carrier may be reached via an access code or toll-free customer service number. If such a transfer occurs, it will be made at no charge to the end user.

**2.25 Notice Information**

Subscribers of the Company's service who make the Company's service available to the public are required to post notice on or near each telephone used to access its services. Such notice must include: the Company's name, address, toll-free telephone number for inquiries, dialing instructions, an indication that the Company's rates apply, a statement that the calling card carrier will not carry the call, description of complaint procedures, a statement that the end user has the right to access their carrier of choice, and any location-specific surcharges.

**2.26 Noncompliance by Subscribers**

In instances where the Company finds that a Subscriber is not in compliance with information posting and notice requirements of the Florida Public Service Commission, the Company will contact the Subscriber and request compliance. If, after the above steps are taken, the Subscriber refuses to comply with the Commission's rules, the Company will terminate service to the Subscriber.

**2.27 Other**

The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Personal Account codes when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk of fraud.

**SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES**

**3.1 General**

CYTEL offers direct dialed, inbound toll free service, travel card, debit card and directory assistance services for communications originating and terminating within the State of Florida under terms of this tariff. Operator Services will be furnished by CYTEL's underlying carrier.

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**SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT.)****3.2 Calculation of Distance**

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call.

The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the industry standard "V" and "H" coordinates.

- Step 1:** Obtain the "V" and "H" coordinates for the serving wire center of the Customer's switch and the destination point.
- Step 2:** Obtain the difference between the "V" coordinates of each of the Rate Centers. Obtain the Difference between the "H" coordinates.
- Step 3:** Square the differences obtained in Step 2.
- Step 4:** Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5:** Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6:** Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers of the call.

**Formula:**

$$\sqrt{\frac{(V_1V_2)^2 + (H_1H_2)^2}{10}}$$

**SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT.)**

**3.3 Timing of Calls**

Billing for calls placed over the network is based in part on the duration of the call.

**3.3.1** Timing for all calls 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.

**3.3.2** Chargeable time for all calls ends when one of the parties disconnects from the call.

**3.3.3** Minimum call duration and call timing increments for billing purposes is specified on a per-product basis in this tariff.

**3.3.4** Usage charges are computed and rounded up to the nearest penny on a per call basis.

**3.3.5** There is no billing applied for incomplete calls.

**3.4 Rate Periods**

The Company's services are not time of day or day of week sensitive. The same rates apply 24 hours per day, seven (7) days per week.

**SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT.)**

**3.5 Switched Outbound Services**

**3.5.1 Rate Plan #1**

Switched access one plus product for residential or small business subscribers. Basic service requires switched access lines (local lines) from subscriber's site. Minimum monthly volume is less than \$50.00. All calls are billed in six (6) second increments after an initial period, for billing purposes, of eighteen (18) seconds.

**MAXIMUM RATES**

(A) **Activation Fee** \$0.00

(B) **Minimum Monthly Bill** Business \$9.95  
Residential \$4.95

(C) **Per Minute Rates**

Mileage Band	Day	Evening	Night/Weekend
All	\$0.1190	\$0.1190	\$0.1190

(D) **Account Codes - Monthly Rate**

Basic Accounts Codes: \$0.00  
Verified Account Codes \$5.00  
Non-Verified Codes: \$1.00

(E) **Billing Formats**

Hard Copy (Paper) \$0.00  
Diskette \$25.00  
Electronic \$0.00



**SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT.)****3.5 Switched Outbound Services, (Cont'd.)****3.5.2 Rate Plan #2**

Switched access one plus product for residential or small business subscribers. Basic service requires switched access lines (local lines) from subscriber's site. Minimum monthly volume is \$100.00. All calls are billed in six (6) second increments after an initial period, for billing purposes, of eighteen (18) seconds.

**MAXIMUM RATES**

(A) **Activation Fee** \$0.00

(B) **Minimum Monthly Bill**

Business	\$9.95
Residential	\$4.95

(C) **Per Minute Rates**

Mileage Band	Day	Evening	Night/Weekend
All	\$0.1090	\$0.1090	\$0.1090

(D) **Account Codes - Monthly Rate**

Basic Accounts Codes:	\$0.00
Verified Account Codes	\$5.00
Non-Verified Codes:	\$1.00

(E) **Billing Formats**

Hard Copy (Paper)	\$0.00
Diskette	\$25.00
Electronic	\$0.00

**SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT.)****3.5 Switched Outbound Services, (Cont'd.)****3.5.3 Rate Plan #3**

Switched access one plus product for residential or small business subscribers. Basic service requires switched access lines (local lines) from subscriber's site. Minimum monthly volume is \$250.00. All calls are billed in six (6) second increments after an initial period, for billing purposes, of eighteen (18) seconds.

**MAXIMUM RATES**

(A) **Activation Fee** \$0.00

(B) **Minimum Monthly Bill**

Business	\$9.95
Residential	\$4.95

(C) **Per Minute Rates**

Mileage Band	Day	Evening	Night/Weekend
All	\$0.099	\$0.099	\$0.099

(D) **Account Codes - Monthly Rate**

Basic Accounts Codes:	\$0.00
Verified Account Codes	\$5.00
Non-Verified Codes:	\$1.00

(E) **Billing Formats**

Hard Copy (Paper)	\$0.00
Diskette	\$25.00
Electronic	\$0.00

**SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT.)****3.5 Switched Outbound Services, (Cont'd.)****3.5.4 Rate Plan #4**

Switched access one plus product for small business subscribers. Basic service requires switched access lines (local lines) from subscriber's site. Minimum monthly volume is \$500.00. All calls are billed in six (6) second increments after an initial period, for billing purposes, of thirty (30) seconds.

**MAXIMUM RATES**

(A) **Activation Fee** \$0.00

(B) **Minimum Monthly Bill**

Business	\$9.95
Residential	\$4.95

(C) **Per Minute Rates**

Mileage Band	Day	Evening	Night/Weekend
All	\$0.089	\$0.089	\$0.089

(D) **Account Codes - Monthly Rate**

Basic Accounts Codes:	\$0.00
Verified Account Codes	\$5.00
Non-Verified Codes:	\$1.00

(E) **Billing Formats**

Hard Copy (Paper)	\$0.00
Diskette	\$25.00
Electronic	\$0.00

**SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT.)****3.6 Dedicated Outbound Services****3.6.1 Dedicated Rate Plan #1**

Dedicated Access Intrastate product for T-1 access customers. This service is for dedicated customers with a minimum monthly volume of \$500.00. The customer is required to interface through the T-1 access facility. All calls are billed in six (6) second increments after an initial period, for billing purposes, of eighteen (18) seconds.

**MAXIMUM RATES**

**(A) Monthly Service Recurring Charge** \$100.00

**(B) Monthly Access Line Charge and Installation Charge**

A monthly access line charge and installation charge will be assessed on customers. The amount will vary depending on the customer's location relative to the point of presence ("POP") and LEC charges. Price quotes are available upon request.

**(C) Per Minute Rates**

<b>Mileage Band</b>	<b>Day</b>	<b>Evening</b>	<b>Night/Weekend</b>
All	\$0.089	\$0.089	\$0.089

**(D) Account Codes - Monthly Rate**

Basic Accounts Codes:	\$0.00
Verified Account Codes	\$5.00
Non-Verified Codes:	\$1.00

**(E) Billing Formats**

Hard Copy (Paper)	\$0.00
Diskette	\$25.00
Electronic	\$0.00

**SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT.)****3.6 Dedicated Outbound Services, (Cont'd.)****3.6.2 Dedicated Rate Plan #2**

Dedicated Access Intrastate product for T-1 access customers. This service is for dedicated customers with a minimum monthly volume of \$ 750.00. The customer is required to interface through the T-1 access facility. All calls are billed in six (6) second increments after an initial period, for billing purposes, of eighteen (18) seconds.

**MAXIMUM RATES**

(A) **Monthly Service Recurring Charge** \$100.00

(B) **Monthly Access Line Charge and Installation Charge**

A monthly access line charge and installation charge will be assessed on customers. The amount will vary depending on the customer's location relative to the point of presence ("POP") and LEC charges. Price quotes are available upon request.

(C) **Per Minute Rates**

<b>Mileage Band</b>	<b>Day</b>	<b>Evening</b>	<b>Night/Weekend</b>
All	\$0.079	\$0.079	\$0.079

(D) **Account Codes - Monthly Rate**

Basic Accounts Codes:	\$0.00
Verified Account Codes	\$5.00
Non-Verified Codes:	\$1.00

(E) **Billing Formats**

Hard Copy (Paper)	\$0.00
Diskette	\$25.00
Electronic	\$0.00

**SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT.)****3.6 Dedicated Outbound Services, (Cont'd.)****3.6.3 Dedicated Rate Plan #3**

Dedicated Access Intrastate product for T-1 access customers. This service is for dedicated customers with a minimum monthly volume of \$1,000.00. The customer is required to interface through the T-1 access facility. All calls are billed in six (6) second increments after an initial period, for billing purposes, of eighteen (18) seconds.

**MAXIMUM RATES**

(A) **Monthly Service Recurring Charge** \$100.00

(B) **Monthly Access Line Charge and Installation Charge**

A monthly access line charge and installation charge will be assessed on customers. The amount will vary depending on the customer's location relative to the point of presence ("POP") and LEC charges. Price quotes are available upon request.

(C) **Per Minute Rates**

<b>Mileage Band</b>	<b>Day</b>	<b>Evening</b>	<b>Night/Weekend</b>
All	\$0.069	\$0.069	\$0.069

(D) **Account Codes - Monthly Rate**

Basic Accounts Codes:	\$0.00
Verified Account Codes	\$5.00
Non-Verified Codes:	\$1.00

(E) **Billing Formats**

Hard Copy (Paper)	\$0.00
Diskette	\$25.00
Electronic	\$0.00

**SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT.)****3.6 Dedicated Outbound Services, (Cont'd.)****3.6.4 Dedicated Rate Plan #4**

Dedicated Access Intrastate product for T-1 access customers. This service is for dedicated customers with a minimum monthly volume of \$1,500.00. The customer is required to interface through the T-1 access facility. All calls are billed in six (6) second increments after an initial period, for billing purposes, of eighteen (18) seconds.

**MAXIMUM RATES**

(A) **Monthly Service Recurring Charge** \$100.00

(B) **Monthly Access Line Charge and Installation Charge**

A monthly access line charge and installation charge will be assessed on customers. The amount will vary depending on the customer's location relative to the point of presence ("POP") and LEC charges. Price quotes are available upon request.

(C) **Per Minute Rates**

<b>Mileage Band</b>	<b>Day</b>	<b>Evening</b>	<b>Night/Weekend</b>
All	\$0.059	\$0.059	\$0.059

(D) **Account Codes - Monthly Rate**

Basic Accounts Codes:	\$0.00
Verified Account Codes	\$5.00
Non-Verified Codes:	\$1.00

(E) **Billing Formats**

Hard Copy (Paper)	\$0.00
Diskette	\$25.00
Electronic	\$0.00

**SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT.)**

**3.7 Inbound Toll Free Switched Services**

**3.7.1 Inbound Rate Plan #1**

An 800 inbound service allowing the customer to be accessed via an 800 number terminating to the customer's switched access location. This service offers intrastate 800 provisioning to customers. This service is available only to commercial business customers. No minimum monthly volume commitment. All calls are billed in six (6) second increments after an initial period, for billing purposes, of eighteen (18) seconds.

**MAXIMUM RATES**

<b>(A)</b>	<b>Activation Fee</b>	None		
<b>(B)</b>	<b>Minimum Monthly Bill</b>	\$4.95		
<b>(C)</b>	<b>Installation Charge; one-time charge</b>	\$ 0.00		
<b>(D)</b>	<b>Per Minute Rates</b>			
	<b>Mileage Band</b>	<b>Day</b>	<b>Evening</b>	<b>Night/Weekend</b>
	All	\$0.129	\$0.129	\$0.129
<b>(E)</b>	<b>Billing Formats</b>			
	Hard Copy (Paper)	\$0.00		
	Diskette	\$25.00		
	Electronic	\$0.00		



**SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT.)****3.7 Inbound Toll Free Switched Services, (Cont'd.)****3.7.2 Inbound Rate Plan #2**

An 800 inbound service allowing the customer to be accessed via an 800 number terminating to the customer's switched access location. This service offers intrastate 800 provisioning to customers. This service is available only to commercial business customers with a monthly volume of \$50.00. All calls are billed in six (6) second increments after an initial period, for billing purposes, of eighteen (18) seconds.

**MAXIMUM RATES**

<b>(A)</b>	<b>Activation Fee</b>	None		
<b>(B)</b>	<b>Minimum Monthly Bill</b>	\$4.95		
<b>(C)</b>	<b>Installation Charge; one-time charge</b>	\$ 0.00		
<b>(D)</b>	<b>Per Minute Rates</b>			
	<b>Mileage Band</b>	<b>Day</b>	<b>Evening</b>	<b>Night/Weekend</b>
	All	\$0.119	\$0.119	\$0.119
<b>(E)</b>	<b>Billing Formats</b>			
	Hard Copy (Paper)	\$0.00		
	Diskette	\$25.00		
	Electronic	\$0.00		

**SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT.)****3.7 Inbound Toll Free Switched Services, (Cont'd.)****3.7.3 Inbound Rate Plan #3**

An 800 inbound service allowing the customer to be accessed via an 800 number terminating to the customer's switched access location. This service offers intrastate 800 provisioning to customers. This service is available only to commercial business customers with a monthly volume of \$100.00. All calls are billed in six (6) second increments after an initial period, for billing purposes, of eighteen (18) seconds.

**MAXIMUM RATES**

<b>(A)</b>	<b>Activation Fee</b>	None		
<b>(B)</b>	<b>Minimum Monthly Bill</b>	\$4.95		
<b>(C)</b>	<b>Installation Charge; one-time charge</b>	\$ 0.00		
<b>(D)</b>	<b>Per Minute Rates</b>			
	<b>Mileage Band</b>	<b>Day</b>	<b>Evening</b>	<b>Night/Weekend</b>
	All	\$0.109	\$0.109	\$0.109
<b>(E)</b>	<b>Billing Formats</b>			
	Hard Copy (Paper)	\$ 0.00		
	Diskette	\$25.00		
	Electronic	\$ 0.00		

**SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT.)****3.7 Inbound Toll Free Switched Services, (Cont'd.)****3.7.4 Inbound Rate Plan #4**

An 800 inbound service allowing the customer to be accessed via an 800 number terminating to the customer's switched access location. This service offers intrastate 800 provisioning to customers. This service is available only to commercial business customers with a monthly volume of \$250.00. All calls are billed in six (6) second increments after an initial period, for billing purposes, of thirty (30) seconds.

**MAXIMUM RATES**

<b>(A)</b>	<b>Activation Fee</b>	None		
<b>(B)</b>	<b>Minimum Monthly Bill</b>	\$4.95		
<b>(C)</b>	<b>Installation Charge; one-time charge</b>	\$ 0.00		
<b>(D)</b>	<b>Per Minute Rates</b>			
	<b>Mileage Band</b>	<b>Day</b>	<b>Evening</b>	<b>Night/Weekend</b>
	All	\$0.099	\$0.099	\$0.099
<b>(E)</b>	<b>Billing Formats</b>			
	Hard Copy (Paper)	\$ 0.00		
	Diskette	\$25.00		
	Electronic	\$ 0.00		

**SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT.)****3.8 Inbound Toll Free Dedicated Services****3.8.1 Dedicated Inbound Rate Plan #1**

An 800 inbound service allowing the customer to be accessed via an 800 number terminating to the customer's dedicated access location. This service offers intrastate 800 provisioning to customers. This service is available only to commercial business customers using an On-Net or T-1 dedicated service. This service is for dedicated customers with a monthly volume of up to \$500.00. The customer is required to interface through the T-1 access facility. All calls are billed in six (6) second increments after an initial period, for billing purposes, of eighteen (18) seconds.

**MAXIMUM RATES**

(A) **Monthly Access Charge** \$100.00

(B) **Monthly Access Line Charge and Installation Charge**  
A monthly access line charge and installation charge will be assessed on customers. The amount will vary depending on the customer's location relative to the point of presence ("POP") and LEC charges. Price quotes are available upon request.

(C) **Per Minute Rates**

<b>Mileage Band</b>	<b>Day</b>	<b>Evening</b>	<b>Night/Weekend</b>
All	\$0.089	\$0.089	\$0.089

(D) **Billing Formats**

Hard Copy (Paper)	\$0.00
Diskette	\$25.00
Electronic	\$0.00

**SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT.)****3.8 Inbound Toll Free Dedicated Services, (Cont'd.)****3.8.2 Dedicated Inbound Rate Plan #2**

An 800 inbound service allowing the customer to be accessed via an 800 number terminating to the customer's dedicated access location. This service offers intrastate 800 provisioning to customers. This service is available only to commercial business customers using an On-Net or T-1 dedicated service. This service is for dedicated customers with a monthly volume of \$1,000.00. The customer is required to interface through the T-1 access facility. All calls are billed in six (6) second increments after an initial period, for billing purposes, of eighteen (18) seconds.

**MAXIMUM RATES**

(A) **Monthly Access Charge** \$100.00

(B) **Monthly Access Line Charge and Installation Charge**  
A monthly access line charge and installation charge will be assessed on customers. The amount will vary depending on the customer's location relative to the point of presence ("POP") and LEC charges. Price quotes are available upon request.

(C) **Per Minute Rates**

<b>Mileage Band</b>	<b>Day</b>	<b>Evening</b>	<b>Night/Weekend</b>
All	\$0.079	\$0.079	\$0.079

(D) **Billing Formats**

Hard Copy (Paper)	\$0.00
Diskette	\$25.00
Electronic	\$0.00

**SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT.)****3.8 Inbound Toll Free Dedicated Services, (Cont'd.)****3.8.3 Dedicated Inbound Rate Plan #3**

An 800 inbound service allowing the customer to be accessed via an 800 number terminating to the customer's dedicated access location. This service offers intrastate 800 provisioning to customers. This service is available only to commercial business customers using an On-Net or T-1 dedicated service. This service is for dedicated customers with a monthly volume of \$1,500.00. The customer is required to interface through the T-1 access facility. All calls are billed in six (6) second increments after an initial period, for billing purposes, of eighteen (18) seconds.

**MAXIMUM RATES**

(A) **Monthly Access Charge** \$100.00

(B) **Monthly Access Line Charge and Installation Charge**  
A monthly access line charge and installation charge will be assessed on customers. The amount will vary depending on the customer's location relative to the point of presence ("POP") and LEC charges. Price quotes are available upon request.

(C) **Per Minute Rates**

<b>Mileage Band</b>	<b>Day</b>	<b>Evening</b>	<b>Night/Weekend</b>
All	\$0.069	\$0.069	\$0.069

(D) **Billing Formats**

Hard Copy (Paper)	\$0.00
Diskette	\$25.00
Electronic	\$0.00

**SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT.)****3.8 Inbound Toll Free Dedicated Services, (Cont'd.)****3.8.4 Dedicated Inbound Rate Plan #4**

An 800 inbound service allowing the customer to be accessed via an 800 number terminating to the customer's dedicated access location. This service offers intrastate 800 provisioning to customers. This service is available only to commercial business customers using an On-Net or T-1 dedicated service. This service is for dedicated customers with a monthly volume of \$5,000.00. The customer is required to interface through the T-1 access facility. All calls are billed in six (6) second increments after an initial period, for billing purposes, of eighteen (18) seconds.

**MAXIMUM RATES**

(A) **Monthly Access Charge** \$100.00

(B) **Monthly Access Line Charge and Installation Charge**  
A monthly access line charge and installation charge will be assessed on customers. The amount will vary depending on the customer's location relative to the point of presence ("POP") and LEC charges. Price quotes are available upon request.

(C) **Per Minute Rates**

<b>Mileage Band</b>	<b>Day</b>	<b>Evening</b>	<b>Night/Weekend</b>
All	\$0.059	\$0.059	\$0.059

(D) **Billing Formats**

Hard Copy (Paper)	\$0.00
Diskette	\$25.00
Electronic	\$0.00

**3.9 Travel Card Services**

**3.9.1 Travel Card Service Plan #1**

A Travel Card service originating when the subscriber dials 1+800-XXX-XXXX to access the Network, which is the number listed on the Travel Card, and their authorization code must also be entered. To complete the call, the subscriber must enter the destination telephone number. No minimum volume requirements. All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute.

**MAXIMUM RATES**

<b>(A)</b>	<b>Activation Fee</b>	<b>\$0.00</b>
<b>(B)</b>	<b>Monthly Access Charge</b>	<b>\$0.00</b>
<b>(C)</b>	<b>Per Call Surcharge</b>	<b>Up to \$0.50 per card</b>
<b>(D)</b>	<b>Per Minute Rate</b>	<b>\$0.1490</b>

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Issued: April 9, 2001  
Issued by:

Robert W. Livingston, CEO / Secretary  
1250 Wood Branch Park Drive, 6<sup>th</sup> Floor  
Houston, Texas 77079-1212

Effective:

AZi0100



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**SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT.)****3.9 Travel Card Services, (Cont'd.)****3.9.2 Travel Card Service Plan #2**

A Travel Card service originating when the subscriber dials 1+800-XXX-XXXX to access the Network, which is the number listed on the Travel Card, and their authorization code must also be entered. To complete the call, the subscriber must enter the destination telephone number. Minimum monthly volume is \$50.00 in Travel Card calling. All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute.

**MAXIMUM RATES**

<b>(A)</b>	<b>Activation Fee</b>	<b>\$0.00</b>
<b>(B)</b>	<b>Monthly Access Charge</b>	<b>\$0.00</b>
<b>(C)</b>	<b>Per Call Surcharge</b>	<b>Up to \$0.50 per card</b>
<b>(D)</b>	<b>Per Minute Rate</b>	<b>\$0.1190</b>

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**SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT.)****3.9 Travel Card Services, (Cont'd.)****3.9.3 Travel Card Service Plan #3**

A Travel Card service originating when the subscriber dials 1+800-XXX-XXXX to access the Network, which is the number listed on the Travel Card, and their authorization code must also be entered. To complete the call, the subscriber must enter the destination telephone number. Minimum monthly volume is \$75.00 in Travel Card calling. All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute.

**MAXIMUM RATES**

<b>(A)</b>	<b>Activation Fee</b>	<b>\$0.00</b>
<b>(B)</b>	<b>Monthly Access Charge</b>	<b>\$0.00</b>
<b>(C)</b>	<b>Per Call Surcharge</b>	<b>Up to \$0.50 per card</b>
<b>(D)</b>	<b>Per Minute Rate</b>	<b>\$0.0990</b>

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**SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT.)****3.12 Debit Card Services****3.10.1 Debit Card Service Plan #1**

A Debit Card service originating when the subscriber dials local or toll free number to access the Network, which is the number listed on the Debit Card, and their authorization code must also be entered. To complete the call, the subscriber must enter the destination telephone number. The Debit Card is prepaid in advance by the user. All calls are billed in one (1) minute increments.

**MAXIMUM RATES**

(A)	<b>Activation Fee</b>	\$0.00
(B)	<b>Monthly Access Charge</b>	\$0.00
(C)	<b>Per Call Surcharge</b>	Up to \$ 0.50 per card
(D)	<b>Per Minute Rates</b>	\$0.159

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Robert W. Livingston, CEO / Secretary  
1250 Wood Branch Park Drive, 6<sup>th</sup> Floor  
Houston, Texas 77079-1212

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**SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT.)****3.12 Debit Card Services, (Cont'd.)****3.10.2 Debit Card Service Plan #2**

A Debit Card service originating when the subscriber dials 1+800-XXX-XXXX to access the Network, which is the number listed on the Debit Card, and their authorization code must also be entered. To complete the call, the subscriber must enter the destination telephone number. The Debit Card is prepaid in advance by the user. All calls are billed in one (1) minute increments.

**MAXIMUM RATES**

<b>(A)</b>	<b>Activation Fee</b>	\$0.00
<b>(B)</b>	<b>Monthly Access Charge</b>	\$0.00
<b>(C)</b>	<b>Per Call Surcharge</b>	Up to \$ 0.50 per card
<b>(D)</b>	<b>Per Minute Rates</b>	\$0.129

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**SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT.)****3.12 Debit Card Services, (Cont'd.)****3.10.3 Debit Card Service Plan #3**

A Debit Card service originating when the subscriber dials 1+800-XXX-XXXX to access the Network, which is the number listed on the Debit Card, and their authorization code must also be entered. To complete the call, the subscriber must enter the destination telephone number. The Debit Card is prepaid in advance by the user. All calls are billed in one (1) minute increments.

**MAXIMUM RATES**

(A)	Activation Fee	\$0.00
(B)	Monthly Access Charge	\$0.00
(C)	Per Call Surcharge	Up to \$ 0.50 per card
(D)	Per Minute Rates	\$0.109

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**SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT.)****3.10 Public Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

**MAXIMUM RATES**

**Per Call Surcharge:** \$0.35

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**SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT.)**

**3.11 Directory Assistance**

Directory Assistance is available to Customers of CYTEL Communications. A Directory Assistance charge applies per intrastate Directory Assistance call made from points within the State of Virginia. The Customer may make up to two (2) requests for a telephone number on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number. Discounts are not applicable to Directory Assistance charges.

**MAXIMUM RATES**

**Per call to directory assistance: \$0.95**

## SECTION 4 - PROMOTIONS

### 5.1 Promotions - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. All promotions will be filed with and approved by the Commission prior to offering them to Customers.

### 5.2 Demonstration of Calls

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.



**SECTION 5 - CONTRACT SERVICES**

**6.1 General**

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. Contract Services are subject to the Alabama Public Service Commission's review. The terms of each contract shall be mutually agreed upon between the Customer and Company 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 the Company'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 six months after the initial offering to the first contract Customer for any given set of terms.