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May 10, 2004

Blanca Bayó
Florida Public Service Commission
Capital Circle Office Center
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

040441-T1

Re: COGNIGEN NETWORKS, INC.

Dear Ms. Bayó:

Enclosed herewith for filing with the Commission, please find an original and six (6) copies of the above captioned corporation's IXC REGISTRATION FORM and Florida Tariff No. 1.

Also enclosed is an exact duplicate of this letter. Please stamp the duplicate received and return same in the postage-paid envelope attached thereto.

Please contact me if you have additional questions or concerns.

Very truly yours,

EARLY, LENNON, CROCKER & BARTOSIEWICZ, P.L.C.

Patrick D. Crocker

PDC/bmr

enc

Original Tariff forwarded
to CUP.

DOCUMENT NUMBER-DATE

05515 MAY 12 3

FPSC-COMMISSION CLERK

IXC REGISTRATION FORM

Company Name **COGNIGEN NETWORKS, INC.**
Florida Secretary of State Registration No. _____
Fictitious Name(s) as filed at Fla. Sec. of State _____

Company Mailing Name **COGNIGEN NETWORKS, INC.**
Mailing Address **7001 Seaview Avenue NW, Suite 210**
Seattle, WA 98117
Web Address **www.cognigen.com**
E-mail Address _____
Physical Address **7001 Seaview Avenue NW, Suite 210**
Seattle, WA 98117

Company Liaison **Glenda Probst**
Title _____
Phone **206-297-6151, ext. 221**
Fax **206-297-6161**
E-mail address **glenda@ld.net**

Consumer Liaison to PSC **Glenda Probst**
Title _____
Address **7001 Seaview Avenue NW, Suite 210; Seattle, WA 98117**
Phone **206-297-6151, ext. 221**
Fax **206-297-6161**
E-mail address **glenda@ld.net**

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
May 10, 2004
Date

Patrick D. Crocker

Printed/Typed Name of Representative

Effective: 07/15/2003



FLORIDA DEPARTMENT OF STATE
Ken Detzner
Secretary of State

January 16, 2003

P. JACKSON
PO BOX 2089
ORINDA, CA 94563-6489

Qualification documents for COGNIGEN NETWORKS, INC. were filed on January 15, 2003 and assigned document number F0300000228. Please refer to this number whenever corresponding with this office.

Your corporation is now qualified and authorized to transact business in Florida as of the file date.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please telephone (850) 245-6051, the Foreign Qualification/Tax Lien Section.

Marsha Thomas
Document Specialist
Division of Corporations

Letter Number: 803A00002288

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 Cognigen Networks, Inc., with principal offices at 7001 Seaview Avenue NW, Suite 210, Seattle, WA 98117. 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: May 12, 2004

EFFECTIVE:

By: Thomas S. Smith, President
7001 Seaview Avenue NW, Suite 210
Seattle, WA 98117

CHECK SHEET

The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date of the bottom of this page.

SHEET	REVISION
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original

ISSUED: May 12, 2004

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Section 4 – Rates 15

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SYMBOLS SHEET

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

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TARIFF FORMAT SHEET

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc, the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.
2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a).
2.1.1.A.1.(a).I.
2.1.1.A.1.(a).I.(i).
2.1.1.A.1.(a).I.(i).(1).

D. Check Sheets - When a tariff filing is made with the FPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement that connects the Customer's location to the Company's network switching center.

Authorization Code - A numerical code, one or more of which are available to a Customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the Customer for billing purposes.

Company or Carrier - Cognigen Networks, Inc.

Customer - the person, firm, corporation or other entity that orders service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

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

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

Holidays - The following are Company Recognized National Holidays determined at the location of the originator of the Call. The Company observes the following federally recognized holidays:

- | | |
|----------------------------|------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| President's Day | Veteran's Day |
| Memorial Day | Thanksgiving Day |
| July 4th, Independence Day | Christmas Day |

The evening rate is used unless a lower rate would normally apply. When a Call begins in one rate period and ends in another, the rate in effect in each rate period applies to the portion of the Call occurring within that rate period. In the event that a minute is split between two rate periods, the rate in effect at the start of that minute applies.

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.

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SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of the Company**

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

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

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

2.2 Limitations

- 2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.
- 2.2.2 The Company's reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control: or when the Customer is using service in violation of the law or the provisions of this tariff.
- 2.2.3 All facilities provided under this tariff are directly controlled by the Company and the Customer may not transfer or assign the use of service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.4 All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

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SECTION 2 - RULES AND REGULATIONS (continued)**2.3 Liabilities of the Company**

2.3.1 The Company's liability arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the aforementioned faults in transmission occur, unless ordered by the Commission.

2.3.2 The Company shall be indemnified and held harmless by the Customer against:

- (A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over the Company's facilities.
- (B) All other claims arising out of any act or omission of the Customer in connection with any service or facility provided by the Company.

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SECTION 2 - RULES AND REGULATIONS (continued)**2.4 Interruption of Service**

- 2.4.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the Customer, or due to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in Subsection 2.3.1. It shall be the Customer's obligation to notify the Company immediately of any service interruption for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or equipment, if any, furnished by the Customer and connected to the Company's facilities. No refund or credit will be made for the time that the Company stands ready to repair the service and the subscriber does not provide access to the Company for such restoration work.
- 2.4.2 No credit shall be allowed for an interruption of a continuous duration of less than twenty-four hours after the subscriber notifies the Company.
- 2.4.3 The Customer shall be credited for an interruption of more than twenty-four hours as follows:

Credit Formula:

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

"A" - outage time in hours

"B" - each month is considered to have 720 hours

"C" - total monthly charge for affected facility

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SECTION 2 - RULES AND REGULATIONS (continued)**2.5 Disconnection of Service by Carrier**

The Company (carrier), upon 5 working days written notice to the Customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- 2.5.1 Non-payment of any sum due to carrier for regulated service for more than thirty days beyond the date of rendition of the bill for such service.
- 2.5.2 A violation of any regulation governing the service under this tariff.
- 2.5.3 A violation of any law, rule, or regulation of any government authority having jurisdiction over such service.
- 2.5.4 Service may be disconnected without notice for tampering with Company equipment, for interfering with the service to other Customers, for fraud, or in the event of a hazardous condition.

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SECTION 2 - RULES AND REGULATIONS (continued)**2.6 Deposits**

The Company does not require a deposit from the Customer.

2.7 Advance Payments

For Customers whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.

2.8 Taxes

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

2.9 Billing of Calls

All charges due by the subscriber are payable at any agency duly authorized to receive such payments. Any objection to billed charges should be promptly reported to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

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SECTION 3 – DESCRIPTION OF SERVICES**3.1 Timing of Calls****3.1.1 When Billing Charges Begin and End For Phone Calls**

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

3.1.2 Billing Increments

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

3.1.3 Per Call Billing Charges

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

3.1.4 Uncompleted Calls

There shall be no charges for uncompleted calls.

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SECTION 3 – DESCRIPTION OF SERVICES (continued)**3.2 Calculation of Distance**

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

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. 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.

FORMULA:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

3.3 Minimum Call Completion Rate

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

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SECTION 3 – DESCRIPTION OF SERVICES (continued)**3.4 Service Offerings****3.4.1 Long Distance Service**

- c 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.

3.4.1.1 Cognigen Telecommunications Services

- A. Company provides switched access "1 Plus" interexchange interLATA and intraLATA toll telecommunications services which allow Customer to establish a communications path between two stations by using a uniform dialing plan. Calls are billed in 60-second increments, with a 60-second minimum call duration.
- B. **One Plus Service** is a switched access service offering users outbound "1 plus" long distance telecommunications services. Calls are billed in 60-second increments, with a 60-second minimum call duration.

3.4.2 800/888 (Inbound) Long Distance Service

The Company's 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 60-second increments, with a 60-second minimum call duration.

3.4.3 Calling Card Service

The Company's Calling Card Service is offered to residential and business Customers who subscribe to the Long Distance Service calling plan. Customers using the Carrier's calling card service access the service by dialing a 1-800 number followed by an account identification number and the number being called. This service permits subscribers utilizing the Carrier's calling card to make calls at a single per minute rate. Calls are billed in one (1) minute increments after the initial minimum period of one (1) minute.

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SECTION 4 – RATES

4.1 **Long Distance Service**

4.1.1. Cogniphone One Plus Service

DAY/EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 60 Seconds
ALL	\$0.15	\$0.15

ISSUED: May 12, 2004

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By: Thomas S. Smith, President
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Seattle, WA 98117

SECTION 4 – RATES (continued)

4.2 **800/888 (Inbound) Long Distance Service**

Reserved for future use.

DAY/EVENING/NIGHT/WEEKEND

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ISSUED: May 12, 2004

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By: Thomas S. Smith, President
7001 Seaview Avenue NW, Suite 210
Seattle, WA 98117

SECTION 4 – RATES (continued)

4.3 **Calling Card Service**

DAY/EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 60 Seconds
ALL	\$0.099	\$0.099

ISSUED: May 12, 2004

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SECTION 4 – RATES (continued)**4.4 Determining Applicable Rate in Effect**

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 minute(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.

4.5. Recurring Charges

Customers will incur the following monthly Recurring Charges:

	<u>SWITCHED ACCESS</u>	
Per 800 Number	\$1.50	
Monthly Recurring Charge Per T-1	\$300.00	
Monthly Billing Charge	\$1.99	if paper bill is requested with usage less than \$20.00; otherwise, N/C
	N/C	for online bill

4.6. Non-recurring Charges

Reserved for future use.

ISSUED: May 12, 2004

EFFECTIVE:

By: Thomas S. Smith, President
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Seattle, WA 98117

SECTION 4 – RATES (continued)**4.7 Payment of Calls****4.7.1 Late Payment Charges**

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

4.7.2 Return Check Charges

A return check charge of \$10.00 will be assessed for checks returned for insufficient funds.

4.8 Restoration of Service

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

4.9 Special Promotions

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

4.10 Special Rates For The Handicapped**4.10.1. 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.

4.11. Payphone Use Service Charge

A Payphone Use Service Charge applies to each completed interLATA and intraLATA non-sent paid message made over a pay phone owned by a utility or Customer Owned Pay Telephone (COPT) Service. This includes calling card service, collect calls, calls billed to a third number, completed calls to Directory Assistance and Prepaid Card Service calls. This charge is collected on behalf of the pay phone owner. All Customers will pay the Company a per call service charge of \$0.29.

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