

DEPOSIT TREAS. REC. DATE

C374 #2.000 FEB 27'92

8802 North Meridian Street, Suite #103, Indianapolis, Indiana 46260

(317) 575-9556

February 24, 1992

MAIL ROOM

11 0 1

Honorable Steve Tribble Executive Director Florida Public Service Commission 101 East Gaines Street Fletcher Building Tallahassee, Florida 32399-0866

920184-77

Re: Application of Alternate Communications Technology, Inc. for a Certificate of Public Convenience and Necessity.

To: The Honorable Director

Enclosed for filing is the original and twelve copies of the application and tariff of Alternate Communications Technology, Inc. for a Certificate of Public Convenience and Necessity to provide telecommunications services within Florida. I have also enclosed one additional copy of the above material and ask that you indicate its receipt by your office by placing your file stamp on it and returning it to me in the enclosed, stamped, self-addressed envelope.

Additionally enclosed is Alternate Communications Technology, Inc. filing fee, check # 3346 in the amount of \$250.00.

On this day Alternate Communications Technology, Inc. sent its application by foreign corporation for authorization to transact business in Florida to Corporate Records of the Florida Department of State for filing. When Certificate is received copies of it and Appendix A Certificate Transfer Statement of our application will be sent to the Commission for filing as a late addition filing.

If you have any questions, or need additional information, please let me know.

Very truly yours,

Bashara Scene

Barbara Greene Director Tariff & Regulatory Atfairs Alternate Communications Technology, Inc. 8802 North Meridian Street Suite 103 Indianapolis, IN 46260 (31.) 575-9556 Fax 317-580-9529

RECEIVED & FILED' FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE 02076 FEB 27 1992 PSC-RECORDS/REPORTING

FLORIDA PUBLIC SERVICE COMMISSION

APPLICATION FORM

for

AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICE WITHIN THE STATE OF FLORIDA

- This is an application for (check one):
 - (X) Original Authority (New company).
 - () Approval of Transfer (To another certificated company).
 - () Approval of Assignment of existing certificate (To a noncertificated company).
- The legal name of the applicant:

Alternate Communications Technology, Inc.

 Name under which the applicant will do business: Provide proof of compliance with the fictitious name statute (Chapter 865.09 FS), if applicable.

Alternate Communications Technology, Inc.

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

N/A

 National address (including street name & number, post office box, city, state and zip code).

8802 North Meridian Street Suite 103 Indianapolis, IN 46260

Structure of organization:

() Individual

- (X) Corporation
- () Foreign Corporation
- () Foreign Partnership
- () General Partnership
- () Limited Partnership
- () Other,

DOCUMENT NUMBER-DATE 02076 FEB 27 1992 FPSC-RECORDS/REPORTING

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 If applicant is an individual or partnership, please give name, title and address of sole proprietor or partner. Provide proof of compliance with the foreign partnership statute (Chapter 620.169 FS, if applicable.

N/A

 If incorporated, give name, titles and address of the directors, chief officers and ten largest stockholders.

Executive Officers, Directors, and Stockholders

H. William Orr President, Vice-Chairman, Stockholder 8802 North Meridian Street Suite 103 Indianapolis, IN 46260 (317) 575-9556

C. Salen Herke Secretary/Treasurer, Chairman, Stockholder 727 East 86th Street Indianapolis, IN 46240

Michael A. Theis Vice President Operations, Stockholder 8802 North Meridian Street Suite 103 Indianapolis, IN 46260

9. If incorporated, please give:

(a) Proof from the Florida Secretary of State that the applicant has authority to operate in Florida.

Pending

(b) Name and address of the company's Florida registered agent.

The Prentice-Hall Corporation System Inc. 110 North Tallahassee Tallahassee, Florida 32301 Information as to whether any of the officers or directors have been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, please explain.

None have been adjudged or found guilty of any felony or any crime.

 Indicate if any of the officers, directors, partners or stockholders have previously been and/or currently are an officer, director, partner or stockholder in any other Florida certificated telephone company.

No

(a) If yes, give name of company and relationship.

N/A

(b) If no longer associated with company, give reason why not.

N/A

- 12. List the states in which the applicant:
 - a) Has operated as an interexchange carrier.

Indiana, Illinois, Michigan.

b) Has applications pending to be certificated as an interexchange carrier.

Arizona, Arkansas, California, Kansas, Kentucky, Mississippi.

c) Is certificated to operate as an interexchange carrier.

Illinois, Indiana, Louisiana, Minnesota, Missouri, Nebraska, New York, Ohio, South Dakota, West Virginia, Wisconsin.

Telecommunications requirements have been met to transact business within the following states.

Colorado, Idaho, Michigan, New Jersey, Oklahoma, Pennsylvania, Tennessee, Texas, Utah, Virginia.

 d) Has been denied authority to operate as an interexchange carrier and the circumstances involved.

None

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

None

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

None

- 13. Who will serve as liaison with the Commission in regard to (please give name, title, address and telephone number):
 - (a) The application:

Barbara Greene Director Tariff & Regulatory Affairs Alternate Communications Technology, Inc. 8802 N. Meridian Street Suite 103 Indianapolis, IN 46260 (317) 575-9556 Fax 317-580-9529

(b) Official Point of Contact for the ongoing operations of the company:

H. William Orr President Alternate Communications Technology, Inc. 8802 N. Meridian Street Suite 103 Indianapolis, IN 46260 (317) 575-9556

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(c) Tariff:

> Barbara Greene Director Tariff & Regulatory Affairs Alternate Communications Technology, Inc. 8802 N. Meridian Street Suite 103 Indianapolis, IN 46260 (317) 575-9556 Fax 317-580-9529

(d) Complaints/Inquiries from customers:

> Nick Guzzi Customer Service Alternate Communications Technology, Inc. 8802 N. Meridian Street Suite 103 Indianapolis, IN 46260 (317) 575-9556 (800) 798-9556

- The applicant will provide the following interexchange carrier services (Check all that 14. apply):
 - X MTS with distance sensitive per minute rates
 - Method of access is FGA
 - Method of access is FGB
 - X Method of access is FGD
 - Method of access is 800
 - MTS with route specific rates per minute
 - Method of access is FGA
 - Method of access is FGB
 - Method of access is FGD
 - Method of access is 800
 - <u>X</u> MTS with statewide flat rates per minute (i.e. not distance sensitive)
 - Method of access is FGA
 - Method of access is FGB
 - Method of access is FGD
 - Method of access is 800

- MTS for pay telephone service providers X
 - Block-of-time calling plan (Reach out Florida, Rings America, etc.)
- X 800 Service (Toll free)
- WATS type service (Bulk or volume discount)
- Method of access is via dedicated facilities
- Method of access is via switched facilities
- Private Line service (Channel Services) (For ex. 1.544 mbs., DS-3, etc.)

Travel Service Method of access is 950 X Method of access is 800

900 service

Operator Services

Available to presubscribed customers

Available to non presubscribed customers (for example to patrons of hotels, students in Universities, patients in hospitals

Available to inmates

Services included are:

- Station assistance
- Person to Person assistance
- Directory assistance
- Operator verify and interrupt
- Conference Calling
 - Other:

15. What does the end user dial for each of the interexchange carrier services that were checked in question 14?

0 + NPA-NXX

16.

What services will the applicant offer to other certificated telephone companies:

None

- () Facilities.
- () Operators.
- () Billing and Collection.

() Sales.

() Maintenance.

() Other:

- 17. Will your marketing program:
 - (X) Pay commissions?

() Offer sales franchises?

- () Offer multi-level sales incentives?
- () Offer other sales incentives?
- Explain any of the offers checked above (To whom, what amount, type of franchise, etc.).

Alternate Communications Technology, Inc. contracts with independent agents who are paid on a commission basis. Commission is between 8-15% of gross monthly revenue. There is no franchise or front end fee of any sort.

19. Who will receive the bills for your service (Check all that apply)?

(X) Residential customers.

(X) Business customers.

() PATS providers.

() PATS station end-users.

() Hotels & motels.

(X) Hotel & motel guests.

() Universities.

(X) University dormitory residents.

() Other: (specify)

20. Provide the name and address of the firm who will bill for your service.

Zero Plus Dialing, Inc. 9311 San Pedro Suite 300 San Antonio, Texas 78216

21. Will the name of your company appear on the bill for your services, and if not, why?

Yes

22. Who will the billed party contact to ask questions about the bill (provide name and phone number) and how is this information provided?

Long Distance Service Nick Guzzi Customer Service Representive 1-800-580-9529 For Operator assisted calls the billed party will contact the billing company. Each bill contains an 800 number for customer inquiries.

23. Please submit the proposed tariff under which the company plans to begin operation.

Attached.

APPLICANT ACKNOWLEDGEMENT STATEMENT

- REGULATORY ASSESSMENT FEE: I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
- GROSS RECEIPTS TAX: I understand that all telephone companies must pay a gross receipts tax of one and one-half percent on all intra and interstate business.
- SALES TAX: I understand that a seven percent sales tax must be paid on intra and interstate revenues.
- 4. LEC BYPASS RESTRICTIONS: I acknowledge the Commissions's policy that interexchange carriers shall not construct facilities to bypass the LECs without first demonstrating to the Commission that the LEC cannot offer the needed facilities at a competitive price and in a timely manner.
- 5. RECEIPT AND UNDERSTANDING OF RULES: I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange telephone service.
- ACCURACY OF APPLICATION: By my signature below, I attest to the accuracy of the information contained in this application and associated attachments.

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H. William Orr President

February 24, 1992

APPENDIX B

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

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

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

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H. William Orr President

February 24, 1992

APPENDIX C

INTRASTATE NETWORK

1. POP: Addresses where located, and indicate if owned or leased.

Company will negotiate shared networking with various authorized IXC's. MCI, Conquest Telecommunication Services Corporation, One Call Communications etc.

1) 2) 3) 4)

 SWITCHES: Address where located, by type of switch, and indicate if owned or leased.

Type of switchOld Merchants Bank Bldg.Digital Services11 South Meridian Street #301DS-1000Indianapolis, IN 46204Owned

1) 2)

3) 4)

 TRANSMISSION FACILITIES: Pop-to-Pop facilities by type of facilities (microwave, fiber, copper, satellite, etc.) and indicate if owned or leased.

1) [POP-to-POP	TYPE	OWNERSHIP
2)		Fiber	Leased

12

 ORIGINATING SERVICE: Please provide the list of exchanges where you are proposing to provide originating service within thirty (30) days after the effective date of the certificate (Appendix D).

Company will be originating by shared net-worked authorized IXC suppliers. Terms and conditions to be determined.

 TRAFFIC RESTRICTIONS: Please explain how the applicant will comply with the EAEA requirements contained in Commission Rule 25-24.471 (4) (a) (copy enclosed).

Alternate Communications Technology, Inc. will comply with he requirements of Commission Rule 25-24.471(4) (a). Specifically, for Intra EAEA traffic, the Company relies exclusively on the transmission facilities provided by the local exchange company and/or compensates the LEC in conformance with the requirements set out in Order NO. 2484.

- CURRENT FLORIDA INTRASTATE SERVICES: Applicant has () or has not (X) previously provided intrastate telecommunications in Florida. If the answer is <u>has</u>, fully describe the following:
 - a) What services have been provided and when did these services begin?
 - b) If the services are not currently offered, when were they discontinued?

1. Millin Ow

H. William Orr

President

February 24, 1992

APPENDIX D

FLORIDA TELEPHONE EXCHANGES

AND

EAS ROUTES

Describe the service area in which you hold yourself out to provide service by telephone company exchange. If all services listed in your tariff are not offered at all locations, so indicate.

In an effort to assist you, attached is a list of major exchanges in Florida showing the small exchanges with which each has extended area service (EAS).

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H. William Orr

President

February 24, 1992

FLORIDA TELEPHONE EXCHANGES

Cape Naze <u>X</u> Florshome Carrabelle <u>X</u> Fla Boys Ranch Cedar Keys <u>X</u> Forest Cantury <u>X</u> Ft.Lauderdale	Bronson	Bloantstoan	Archer	AlachusX. Cherry Lubs AlfordX. Chipley Alligator PointX. Chipley AlthaX. Citra ApplechicoleX. Citernenter ApoptaX. Citernenter ArcediaX. Citernenter
⊥ ⊥ ⊥ ∧ ner e trant	X Holley HevarreX Lehigh Acres. X HollywoodX Live Oak X HomesteedX Live NavenX X HomesteedX Lureville X HomesteedX Lureville X HomesteedX Lureville X HomesteedX Harverille X HomesteedX Harverille X HomesteedX Hectlemey		X Series X Constraint X Series X Kentensville X Series X Keny Largo X Series X Key Vest X Series X Kingsley Lake X Series X X X Series X X	X Ft. Readb X Jacksonville X Ft.Ryers X Jacksonville Bc X Ft.Ryers Baoch X Jacksonville Bc X Ft.Ryers Baoch X Jacksonville Bc X Ft.Ryers Baoch X Jasper X Ft.Ryers Baoch X Jasper X Ft.Nalton Baoch X Jannings X Ft.Nalton Aulington Baoch
X Patholice X Sebring X Palatta X Shalimer X Pala Coast X Silver Spa. Shores X Palmetto X Sneads X Panacea X Sopchoppy	X Oklasseha X San Antonio X Orange City X Sanford X Orange Park X Sanibel-Captiva X Orange Springs X Santa Rosa Beach X Orlardo X Sareaota X Driedo X Sareaota X Driedo X Saeprova Beach X Driedo X Saeparta	Headberry	Nontverde	ANT ATT Ant Parson City Ant Parson City Beach. Ant Parson City Beach.
XXXXX	<u>San Antonio</u> <u>X</u> Weishitchta <u>X</u> Sanderson <u>X</u> Weishitchta <u>X</u> Sanibel-Captiva <u>X</u> Wildwood <u>X</u> Santa Rosa Beach. <u>X</u> Wildwood <u>X</u> Sarasota <u>X</u> Wildermere <u>X</u> Sarasota <u>X</u> Winter Garden <u>X</u> Saegrove Beach <u>X</u> Winter Haven <u>X</u>	X Punta Gorda A Vernan. X X Raiford. X Valdo. X X Raiford. X Valdo. X X Reynolds Will. X Valdo. X X Reynolds Will. X Valuethuls. X X St. Augustine X Valuethuls. X X St. Cloud. X Valuethusches Spa X X St. Petersburg. X Valuet Falm Beach. X X St. Petersburg. X Valuet Falm Beach. X X St. Petersburg. X Valuet Falm Beach. X	X Travered X The Beeched X Trenton X Trenton X Trilecooched X Trilecooched X Vendell AFB X Vendereiso X Vendereiso	

FORM PSC/CMU 31 (10/90)

-14-

TARIFF APPLICABLE TO

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

WITHIN THE STATE OF FLORIDA

PROVIDED BY

ALTERNATE COMMUNICATIONS TECHNOLOGY, INC.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Alternate Communications Technology, Inc within the State of Florida. This tariff is on file with the Florida Public Service Commission. Copies may be inspected during normal business hours at the Company's principal place of business at 8802 North Meridian Street, Suite 103, Indianapolis, Indiana 46260.

Florida P.S.C. No. 1 Original Sheet 1

INTEREXCHANGE TELECOMMUNICATIONS SERVICE

CHECK SHEET

The Title Page and Pages 1 to 55, inclusive, are effective as of the date shown. Original and revised pages, as named below, contain all changes from the original tariff that are in effect on the date thereon except as otherwise noted.

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ISSUED BY:	H. William Orr, President		
	Alternate Communications Te	chnology, In	nc.
	8802 North Meridian Street	Suite 1	03
	Indianapolis, IN 46260		

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE

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ISSUED BY:	H. William Orr, President		
	Alternate Communications	Technology,	Inc.
	8802 North Meridian Street	Suite	103
	Indianapolis, IN 46260		

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SYMBOLS

Explanation of Symbols - When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the following symbols:

- (D) to signify discontinued rate or regulation.
- (I) to signify increased rates.
- (M) to signify moved from another tariff location
- (N) to signify new rate, regulation, or text.
- (R) to signify reduced rate.
- (T) to signify a change in text, but no change in rate or regulation.

In addition to symbols for changes, each changed provision in the tariff shall contain a vertical line in the right hand margin of the sheet which clearly shows the exact number of lines being changed.

TARIFF FORMAT

- A. Sheet Numbering Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the 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 its tariff approval process, the most current sheet number on file with the Commission is not always the tariff sheet 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 the 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. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the FPSC.

1.0 DEFINITIONS

1.1 Definitions of Terms

Access Line - A dedicated or switched access channel or transmission path provided by a Local Exchange Carrier or Other Common Carrier which connects the subscriber/end user location to Alternate Communications Technology Inc. switching center or point of presence.

Alternative Operator Services (AOS) - Those services provided by the Company in which the subscriber and end user are totally separate entities. The Company contracts with the subscriber to provide the alternative operator service (AOS); however, the Company does not directly contract with the end user to provide the services even through it is the end user who actually pays for the operator assisted calls.

Authorization Code - One or more numerical codes which may be assigned to a Customer to enable carrier to identify the origin of service and associate it with the Customer for purposes of entitlement to access, call handling, and accounting.

Automatic Number Identification (ANI) - Signaling provided by the Local Exchange Carrier or Other Common Carrier, typically provided in conjunction with Feature Group D access, which automatically identifies the local exchange line from which a call originates.

Calling Card - A billing convenience whereby the End User may bill the charges for a call to an approved telephone company issued calling card. The terms and conditions of the local telephone company will apply to payment arrangements.

Carrier or Company - Whenever used in this tariff, "Carrier" or "Company" refers to Alternate Communications Technology, Inc., unless otherwise specified or clearly indicated by the context.

ISSUED:	February 24, 1992	EFFECTIVE:
ISSUED BY:	H. William Orr, President	
	Alternate Communications Te	chnology, Inc.
	8802 North Meridian Street	Suite 103
	Indianapolis, IN 46260	

1.0 DEFINITIONS (Continued)

1.1 Definitions of Terms (Continued)

Casual User - A Customer or End User who does not negotiate directly with the Company for provisioning or termination of service. A Casual User is typically a member of the transient public and may use such services of ACT as are designated for transient use.

Collect Billing - A billing convenience whereby the originating End User may bill the charges for a call to the called party, provided the called party verbally agrees to accept the charges.

Credit Card - A billing convenience whereby the End User may bill the charges for a call to an authorized national charge card, such as Mastercard or Visa. The terms and conditions of the agreement between the credit card company and its patrons will apply to payment arrangements.

Customer Dialed Calling Card Station - That service where the charges for the message are billed to a Company authorized card. These messages are completed without operator assistance unless it is necessary for an operator to record the card number.

Customer Dialed/Automated - The Customer dials the telephone number desired and completes the call without the assistance of a Company operator and the call is billed to a Calling Card.

Customer Dialed and Operated Assisted - The Customer dials the telephone number desired and Company operator assistance is limited to recording the Calling Card number for billing purposes.

Customer Dialed and Operator Must Assist - The Customer dials the Company operator or the desired telephone number and the local exchange Operator Services equipment capability precludes the Customer from completing the call without the assistance of a Company Operator and the call is billed to the Customer's Calling Card.

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1.0 DEFINITIONS (Continued)

1.1 Definitions of Terms (Continued)

End User - The individual, typically a member of the transient public or a guest or patron of Carrier's Customer, who places and/or accepts a call on the Company's network, or accepts billing for a call on the Company's network, subject to the terms and conditions of the Company's tariff regulations.

Local Access Transport Area (LATA) - A geographic area established pursuant to the AT&T/Bell System Plan of Reorganization developed under the Modified Final Judgement that defines the boundaries for provision and administration of services as between Bell Operating Companies and AT&T and other Interexchange Carriers.

Local Exchange Carrier (LEC) - The telephone company which furnishes local exchange services.

Measured Usage Charges - Charges assessed on a per minute and distance sensitive basis, exclusive of fixed operator assistance service charges.

Operator Assisted Call - A call completed with the assistance of an operator or involving an automated operator interface.

Operator Assistance Service Charge - A fixed per call fee tariffed by Carrier for operator assistance services rendered in connection with completed calls. The applicable operator assistance service charge will depend upon the billing method selected by the End User. The applicable operator assistance service charge is added to measured usage charges to calculate the total due for a completed operator assisted call.

Operator Station - A service arrangement, other than Person-to-Person, which requires the assistance of an Company operator to complete the call. Operator Station rates apply to calls which are billed to a different telephone number (e.g., collect, bill to a third number) or a calling card.

1.0 DEFINITIONS (Continued)

1.1 Definitions of Terms (Continued)

Operator Dialed 0- - Denotes that situation where the customer dials the Company operator and then requests the operator to dial the called station.

Pay Telephone - A telephone instrument equipped with a device that allows a charge to be made for each call.

Person-to-Person Call - A service arrangement whereby calls are placed under the stipulation that the call will be billed only if a specified person, or department, mobile station, extension, or office is reached.

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

Station-to-Station Call - A service where the person originating the message dials the telephone number desired or gives to the Company operator the telephone number of the desired service point, PBX or PBX service point, which is reached directly rather than through a PBX attendant, or gives only the name and address under which the number of the desired service point, or PBX is listed and does not specify a particular person to be reached, nor a particular service point, department, or office to be reached through a PBX attendant.

Subscriber - The person, firm, partnership, corporation, or other entity which contracts for telecommunications service and is responsible for the payment of charges and compliance with the regulations set forth herein.

Third Party Billing - A billing convenience by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number. This billing arrangement can only be used after a person verbally accepts the charges for the call.

1.0 DEFINITIONS (Continued)

1.1 Definitions of Terms (Continued)

1.2 Glossary of Acronyms and Trade Names

ACT - Alternate Communications Technology Inc.

LEC - Local Exchange Company.

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2.0 RULES AND REGULATIONS

2.1 Application of Tariff

2.1.1 General

This tariff applies to interexchange telecommunications services provided by Alternate Communications Technology, Inc. ("ACT" or "Carrier") to all points within Florida. Carriers' services are provided in conjunction with its interstate telecommunications services that originate or terminate within Florida.

Services offered pursuant to this tariff will be offered to Subscribers and to other Customers. As used herein, a Subscriber is a person or entity who orders service from Carrier either directly or through Carrier's authorized agent(s). Certain services (e.g. Carrier's operatorassisted services) will be offered to all Customers, whether Subscribers or not, who utilize the services. Therefore, where the context requires, the use of the term Customer shall include all users of the service, including Subscribers.

Carrier initiates, operates, and maintains the communications services provided hereunder in accordance with the terms and conditions set forth under this tariff. Carrier may act as the Subscriber's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Subscriber, to allow connection of a Subscriber's location to the network.

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2.0 RULES AND REGULATIONS (Continues)

2.1 Application of Tariff (Continued)

2.1.2. Limitations

- A. Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff. Carrier reserves the right to negotiate special terms and conditions (i.e., special promotions upon Commission approval) with a particular subscriber/end user providing agreement is reached and signed with the subscriber/end user and stated in this tariff.
- B. Carrier reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Subscriber or End User is using service in violation of provisions of this tariff, or in violation of the law or provided from an illegal instrument.
- C. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission.

2.2 Engineering

2.2.1 Requirement for Good Engineering Practice

The services of Carrier shall be operated subject to the appropriate electrical safety code as may be prescribed within the state or the requirements of any municipality have jurisdiction, whichever may be the most stringent, and in accordance with accepted good engineering practice in the communications industry to assure, as far as reasonable possible, continuity of service, uniformity in the quality of service furnished, and the safety of persons and property.

2.0 RULES AND REGULATIONS (Continued)

2.2 Engineering (Continued)

2.2.2 Adequacy of Service

- A. Carrier shall employ recognized engineering and administrative procedures to determine the adequacy of service being provided to the end user.
- B. Carrier shall make reasonable provisions to meet emergencies resulting from failures of lighting or power service, sudden and prolonged increases in traffic, or from fire, storm, or acts of God. Carrier shall inform employees as to procedures to be followed in the event of an emergency in order to prevent or mitigate interruption or impairment of Interexchange Telecommunications Services. So that emergency calls will be given prompt attention, end users may call toll free at 800-798-9556.
- C. Carrier shall employ adequate procedures for the employment of facilities used by Carrier. The assignment record shall be kept up-to-date and checked periodically to determine if adjustments are necessary to maintain adequate service.

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2.0 RULES AND REGULATIONS (Continued)

2.2 Engineering (Continued)

2.2.2 Adequacy of Service (Continued)

Carrier shall use adequate plant, equipment and D. facilities to provide satisfactory transmission of communications. Transmission shall be at adequate volume levels and free of excessive distortion. Levels of noise and cross talk shall be such as not to impair communications. For interexchange trunks, Carrier will use facilities so that at least ninety-five percent (95%) of telephone calls offered to the group will not encounter an all-trunks-busy condition. For toll connecting trunks, the figure shall be at least ninety-seven percent (97%). The transmission objective set forth herein are based upon the use of standard telephone stations connected to a forty-eight (48) volt dial central office, and measured at a frequency of one thousand (1000) hertz. Because these trunks may be only one of several connected links on some toll routes, it may be necessary to use better facilities in order to provide satisfactory message transmission.

2.0 RULES AND REGULATIONS (Continued)

2.2 Engineering (Continued)

2.2.3 Maintenance of Services

The services provided under this tariff shall be maintained by Carrier. The end user, subscriber or others may not rearrange, move, disconnect, remove or attempt to repair any facilities used by Carrier, except with the written consent of Carrier.

Carrier shall adopt and pursue a maintenance program aimed at achieving efficient operation of its system so as to promote the rendering of safe, adequate and continuous service at all times. Maintenance shall include keeping all services in a good state of repair consistent with safe and adequate service performance. Broken, damaged or deteriorated parts which are no longer serviceable shall be repaired or replaced. Adjustable apparatus and equipment shall be readjusted as necessary when found by preventive routines to be in unsatisfactory operating condition. Defective splices shall be replaced. Electrical faults, such as noise induction, cross talk, or poor transmission characteristics shall be corrected to the extent practical within the design capability of the plant affected.

2.3 Use of Service

2.3.1 Purpose

The end user/subscriber may use the service provided under this tariff for any lawful purpose for which the service is technically suited.

The Company reserves the right to discontinue service, limit service, or to impose requirement on end users or Subscribers as required to meet changing regulatory rules and standards of the Commission.

2.0 RULES AND REGULATIONS (Continued)

2.3 Use of Service (Continued)

2.3.2 Operator Services

- A. Service may not be accessed by Customer without an approved agreement between Carrier and the Customer.
- B. Customer agrees to route and deliver to Carrier all dial "0+" telephone traffic from the locations(s)/facilities covered under Customer's approved agreement with Carrier except where End Users designate alternate carriers by dialing carrier access codes or otherwise request such access.
- C. Customer agrees to cooperate with Carrier in implementing End User notice and posting programs as may be reasonably adopted by Carrier, including posting in plain view at each terminal equipment location permanent signing that identifies the provider of operator services as Carrier, and that calls will be billed at applicable Carrier rates. Customer shall provide such additional notice to End Users as may be prescribed by regulatory authorities.
- D. Carrier will comply with FCC Common Carrier Bureau Telephone Operator Consumer Services Improvement Act of 1990, and Docket No. 90-313, Phase II, Policies and Rules Concerning Operator Service Providers.

2.3.3 Service Interruption

A. Carrier shall make all reasonable efforts to prevent interruptions of service. When interruptions occur, Carrier shall reestablish service with the shortest possible delay.

2.0 RULES AND REGULATIONS (Continued)

2.3 Use of Service (Continued)

2.3.3 Service Interruption (Continued)

B. Arrangements shall be made to receive and record trouble reports twenty-four (24) hours daily and also to clear trouble of an emergency nature; at night, on holidays, on weekends, as well as during regular working hours.

C. Whenever service must be interrupted during regular working hours for the purpose of working on the lines, cable or equipment, the work shall be done, when agreed to by the underlying carrier, at a time which will cause the least inconvenience to the end users, and any who would be seriously affected by such interruption shall, so far as possible, be notified in advance.

> The underlying carrier providing facilities to ACT shall keep a written record showing all interruptions affecting its Interexchange Telecommunications Services or any major portion thereof. This record shall show the date, time, duration, time cleared and extent and cause of the interruption.

> When an end user's/subscriber's service is reported or is found to be out of order, it shall be restored as promptly as possible.

2.4 Safety

Carrier shall exercise reasonable care to reduce the hazards to which its employees, its end users and the general public may be subjected. Carrier shall adopt and execute a safety program, fitted to the size and type of its operation. Carrier shall maintain a summary of all reportable accidents arising from its operations.

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2.0 RULES AND REGULATIONS (Continued)

2.5 Liability

- Carrier's liability for any claim or loss, expenses or damage (including Α. indirect, special or consequential damage) arising out of mistakes, for any interruption, delay, error, omissions, or defects in any service, facility or transmission provided under this tariff shall not exceed an amount equivalent to the proportionate monthly bill charged to the subscriber; or, for an end user, the charges for the call or the proportionate monthly bill, for the period of service or the facility provided during which such interruption, delay, error, omission or defect occurs. Any adjustment shall apply only to the period the interruption, delay, error, omission or defect continues beyond 24 hours after notice of the interruption, delay, error, omission or defect is received by the Company. No other liability shall in any case attach to the Company on account of interruptions, delay, error, omission or defect of service. For the purpose of computing a credit, a month is considered to have thirty (30) days.
- B. The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by an act of God, fire, war, civil, disturbance, or act of government, or by any other cause beyond the Company's direct control.

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2.0 RULES AND REGULATIONS (Continued)

2.5 Liability (Continued)

- C. The Company shall not be liable for, and shall be fully indemnified and held harmless by the end user and the Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, processed, handled, or used by the Company under this tariff; for connecting, combining or adapting Company's facilities with end user's/subscriber's apparatus or systems.
- D. No agent or employee of any other company shall be deemed to be an agent or employee of Carrier, without Carrier's written authorization.
- E. The Company shall not be liable for any defacement or damages to the premises of an end user or a Subscriber resulting from the furnishing of service which is not the direct result of the Company's negligence.
- 2.6 Terminal Equipment

The Company's facilities and service may be used with or terminated in end user/subscriber-provided terminal equipment or end user/subscriber-provided communications systems, such as a PBX or Pay Telephone.

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2.0 RULES AND REGULATIONS (Continued)

2.7 Installation and Termination

2.7.1 Customer Application For Service

Customers/Subscribers are required to contract for the various services offered by Carrier. Contracts may be granted up to a term of sixty (60) months. All rules and regulations governing the contractual arrangement is set forth on the Long Distance Subscriber Agreement Contract, the 1+ Service Contract, and/or the Payphone Work Order Contract.

All services offered are subject to the Commission Rules and Regulations as they apply.

2.7.2 Customer Interconnection

- A. Services furnished by Carrier may be interconnected only after Customer has executed a service agreement, and sufficient network interface capability has been established.
- B. The Customer is responsible for satisfying all necessary legal and regulatory criteria prior to interconnecting the customerprovided terminal equipment or switching systems with Carrier facilities or services. Customer shall secure all necessary certificates, licenses, permits and other necessary arrangements.
- C. The Customer shall ensure that the customer-provided equipment is properly interfaced with Carrier facilities and services, that the signals emitted into the network are of proper mode, bandwidth, power and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other customers.

2.0 RULES AND REGULATIONS (Continued)

- 2.7 Installation and Termination (Continued)
 - 2.7.2 Customer Interconnection (Continued)
 - D. Customer provided terminal equipment or switching facilities, and PBX equipment, used to access Carrier service, shall be furnished and maintained by Customer at Customer's expense, except as otherwise agreed in writing. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Carrier service.
 - E. Establishment of sufficient network interface capability involves confirmation that originating telecommunications equipment properly directs only authorized traffic to the Carrier network, that the equipment will afford access to alternate carriers and emergency services and where applicable, that necessary screening and/or blocking service has been subscribed to from the local exchange carriers.
 - F. Carrier reserves the right to modify Customer's terminal equipment interconnection and access arrangement upon prior notice.

2.7.3 Inspection, Testing, Adjustment

Carrier may, upon reasonable notice, gain access to the location, facilities or terminal equipment of Customer, on a direct or remote basis, to make such tests, inspection and adjustment to assure that all requirements of this tariff are being met. Carrier may interrupt the service as necessary without penalty to itself because of Customer's departure from any of these requirements.

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2.0 RULES AND REGULATIONS (Continued)

- 2.7 Installation and Termination (Continued)
 - 2.7.2 Customer Interconnection (Continued)
 - D. Customer provided terminal equipment or switching facilities, and PBX equipment, used to access Carrier service, shall be furnished and maintained by Customer at Customer's expense, except as otherwise agreed in writing. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Carrier service.
 - E. Establishment of sufficient network interface capability involves confirmation that originating telecommunications equipment properly directs only authorized traffic to the Carrier network, that the equipment will afford access to alternate carriers and emergency services and where applicable, that necessary screening and/or blocking service has been subscribed to from the local exchange carriers.
 - F. Carrier reserves the right to modify Customer's terminal equipment interconnection and access arrangement upon prior notice.

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2.0 RULES AND REGULATIONS (Continued)

2.7 Installation and Termination (Continued)

2.7.4 Cancellation by Customer

The Customer may cancel service for cause, by giving notice to Carrier not less than thirty (30) days prior to the day cancellation is required. If the Customer orders service which requires special construction or special facilities dedicated to the Customer's use, the cost for which Carrier is liable, and Customer cancels before service begins, a charge will be made to the Customer for the nonrecoverable portions of the expenditures or liabilities incurred expressly on behalf of the Customer by the Carrier. If the Customer orders service which requires special construction or special facilities dedicated to the Customer's use, the cost for which the Company is liable, and then the Customer cancels the service prior to the expiration of the contract period, a prorated charge may be made to the Customer for the nonrecoverable portions of the expenditures of liabilities incurred expressly on behalf of the Customer by the Carrier.

2.8 End User Information

- A. Carrier shall maintain such information as may be necessary to enable Carrier to advise prospective end users, and others entitled to the information, as to the facilities available for serving prospective end users in a serving area.
- B. Carrier shall notify end users affected by a change in rates or schedule classification in accordance with Commission rules.
- C. Carrier shall furnish such additional information as the end user may reasonable request.

2.0 RULES AND REGULATIONS (Continued)

- 2.8 End User Information (Continued)
 - D. Employees responsible for the receiving of end user telephone calls and end user office visits shall be properly qualified and instructed in the screening and prompt handling of complaints to assure prompt reference of the complaint to the person or department capable of effective handling of the matter.

2.9 End User Complaints

- A. Complaints concerning the charges, practices, facilities or service of Carrier shall be investigated promptly and thoroughly. Carrier shall keep a record of such complaint showing the name and address of the complainant, the date and nature of the complaint, its disposition, and all other pertinent facts dealing with the complaint, which will enable Carrier to review and analyze its procedure and actions. The records maintained by Carrier under this rule shall be available for review by the Commission or its staff upon request.
- B. The end user may notify Carrier of complaints by telephone, mail or in person. Should the complaint not be resolved by the payment date, the end user will, notwithstanding the continuing existence of the dispute, pay the undisputed portion of the billed amount. Within 60 days following notification, Carrier will provide written notice to the end user of the status of the complaint.

2.0 RULES AND REGULATIONS (Continued)

2.9 End User Complaints (Continued)

 The Customer Services Representative of Carrier is the person authorized to receive, act upon and respond to communications from the Public Utilities Commission and end users regarding complaints. The Customer Services Representative can be contacted by telephone at 800-798-9556. Written complaints should be mailed to Carrier's address listed on the top of this tariff.

2.10 Service Dispute Resolution

2.10.1 Service Dispute Resolution

Any objection to billed charges should be reported to the billing agent or Company within a reasonable time from the day the bill is issued. Adjustments to End User's bills shall be made when circumstances exist which reasonably indicate that such changes are appropriate.

2.11 Establishment and Re-establishment of Credit

- A. In the event service is temporarily suspended for nonpayment such service will be restored upon payment of all charges due for regulated services.
- B. A restoral of service charge will be applicable for each authorization code temporarily suspended. Where service is presubscribed to Carrier's service a restoral of service charge will be applicable for each line temporarily suspended.

Business \$49.00 Residence \$25.00

2.0 RULES AND REGULATIONS (Continued)

2.11 Establishment and Re-establishment of Credit (Continued)

C. End Users or subscribers not reestablished within five (5) days from date of suspension will be treated as a new customer and appropriate Nonrecurring Charges and an advance payment will apply.

2.12 Deposits and Advance Payments

- A. The Company does not require a deposit from the End User or Subscriber.
- B. For Customers whom the Company feels an advance payment is necessary, Carrier 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 a new advance payment may be collected for the next month.

2.13 Notice of Disconnection

For disconnection with prior notice, written notice of a pending disconnect will be rendered five (5) days prior to the disconnection. The notice will include all reasons for the disconnect and the final date by which payment is to be made or specific action taken. The notice will include a toll-free number where an end user/subscriber can obtain additional information. A notice of disconnect based upon non-payment will not be issued until the bill becomes delinquent. Notice shall be given upon deposit, postage prepaid, in the U.S. Mail to the end user's/subscriber's last known address.

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2.0 RULES AND REGULATIONS (Continued)

2.14 Rendering and Payment of Bills

2.14.1 Service Dates

- A. For billing purposes the start of service date is the day following the day in which Carrier notified the subscriber of completion of installation and testing of the channels and equipment. For all usage sensitive charges, billing will begin immediately upon access to the service, or upon acceptance of the service. For all services requiring dedicated access connections, billing of monthly recurring charges will begin the day following the day Carrier notified the customer the facilities were installed
- B. The end of service date is the 30th day after receipt by Carrier of written notification of cancellation.
- C. The minimum service period is one month. When a Special Service is requested, the minimum service period will be determined on a case-by-case basis.

2.0 RULES AND REGULATIONS (Continued)

2.14 Rendering and Payment of Bills (Continued)

2.14.2 Rendering of Bills

- A. All monthly recurring charges are billed one month in advance. Usage charges are billed monthly for the preceding billing period.
- B. For periods less than the monthly billing period, monthly recurring and minimum usage charges will be prorated at 1/30th of the monthly charge for each day the service was rendered.
- C. All charges stated anticipate normal installation and maintenance of the channel(s). In situations where unusual installation or customized maintenance of the channel(s) is requested, additional Special Service charges may apply.

2.14.3 Payment of Bills

- A. All charges are due upon rendition of the bill. The customer is responsible for payment of all charges for services and equipment provided to the customer or his authorized user (s). This includes any use of an authorization (access) code by the customer or charges incurred as a result of a delegation of authority resulting in use of the Carrier authorization code.
- B. The Company reserves the right to charge interest at the rate of 1.50% per month (unless a different rate is prescribed by law, in which event at the highest rate allowed by law) upon any unpaid amount commencing 30 days after the date of billing for all monthly charges, installation charges and charges for special services.

2.0 RULES AND REGULATIONS (Continued)

2.14 Rendering and Payment of Bills (Continued)

2.14.3 Payment of Bills (Continued)

C. The customer is liable for all reasonable expenses and fees, including attorney's fees, incurred by the Company in connection with the collection or attempted collection of any unpaid amount owed to the Company as may be determined by a court having jurisdiciton over the parties..

2.14.4 End User Billing

- A. Operator assistance calls completed by Carrier from the locations and facilities of Customer will be billed in accordance with the billing instructions of the End User, subject to charge acceptance by the billed party, where applicable.
- B. Charges to the End User are billed in arrears and will appear in the End User's local telephone company bill or credit card invoice, or are billed directly by Carrier, as directed by the End User or billed party.
- C. Bill formatting of the End User charges is provided by the Local Exchange Carrier. Usually, statements itemizing message toll charges, if applicable, shall be included in bills to End Users and shall show place, date, time, duration, and discount for each such toll charge made. The statement shall further show on which rate schedule the call is being billed (Direct Dialed, Operator Handled, Person-to-Person, etc.). Carrier can make no guarantee regarding the continued billing format of the Local Exchange Carrier.

2.0 RULES AND REGULATIONS (Continued)

2.14 Rendering and Payment of Bills (Continued)

2.14.4 End User Billing (Continued)

- Γ. Intrastate service provided by Carrier shall be billed to End Users at the tariffed rates set forth herein. Customer specified surcharges (e.q., charges for using Subscriber terminal equipment) levied upon End Users will not appear on any bill rendered for Carrier service by a telephone or credit card company. However, such charges may be directly billed by the Customer provided it is made clear to End Users that such charges are not additions to the tariffed rates billed by Carrier to the End User for Carrier service.
- E. Carrier reserves the right to refuse service to End Users due to insufficient billing information, invalid telephone numbers, credit card, or calling card numbers, and/or refusal of the called party to accept billing. Carrier will not complete calling card calls if the card cannot be validated.
- F. In the event that End User's requested billing method cannot be honored by Carrier for reasons of lack of validation, billed party refusal to accept charges, toll billing exception, or unavailability of an authorized billing arrangement, End User may be required to select an alternate payment method before the call is completed by ACT.
- G. Carrier's agreements for billing and collections entered into with its billing agents, <u>i.e.</u> Local Exchange Companies and credu card companies, do not modify the preexisting terms and conditions for service and extension of credit as established between End User and the applicable billing entity. Billing entity terms and conditions for finance charges on outstanding balances, late payment, dispute resolution and termination govern. Carrier's agreements with its billing agents permit the billing agent to make immediate adjustments to charges assessed by Carrier up to specified dollar amounts, and Carrier dispute resolution representative are available to resolve billing disputes of all amounts, and to cause adjustments to issue directly or through the applicable billing agent.

2.0 RULES AND REGULATIONS (Continued)

2.14 Rendering and Payment of Bills (Continued)

2.14.4 End User Billing (Continued)

- H. An End User may notify the Company of a dispute relating to rates and charges or service rendered, by telephone, mail or in person. The Company will refer the matter to an employee assigned to investigate billing complaints, and such employee will investigate and make a substantial effort to settle the matter to the satisfaction of the End User or complainant. Where requested, the Company will provide a detailed review of its findings. Billing disputes that cannot be resolved to the satisfaction of the End User upon initial contact will be referred to the Company's Customer Service Manager. If the dispute remains unresolved, the End User will be informed that he or she may appeal to the Commission.
- I. The end user will be billed for and is liable for payment of all applicable federal, state and local taxes and surcharges, and such applicable taxes and surcharges will be itemized on End User bills.
- J. Carrier shall keep full call detail records for a period of at least 90 days and shall make such records available, upon reasonable request, to assist Customers and End Users with billing inquiries.

2.14.5 Returned Check Charge

When payment in the form of a bank check for services rendered is returned to the carrier, the subscriber/end user will be assessed a service charge directly proportional to the charge that is assessed by the financial institution handling the check for Carrier. The acceptance of checks, drafts, or other negotiable instruments for the satisfaction of the end user's debts to the Company shall not constitute a waiver by the Company of its right to payment by legal tender.

2.0 RULES AND REGULATIONS (Continued)

2.14 Rendering and Payment of Bills (Continued)

2.14.6 Extra Copies of Bill

Extra copies of a subscriber's/end user/s monthly bill will be provided by the Carrier at the rate of \$.25 per copy, per page, minimum of \$1.00.

2.15 Telephone Calls with Intent to Annoy

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

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

2.16 Discontinuance and Restoration of Service

2.16.1 Disconnection - Upon Notification

Interexchange service may be refused or disconnected without prior notice by Carrier for the following reasons:

A. In the event of a condition on the end user's/subscriber's premises determined by Carrier to be hazardous.

2.0 RULES AND REGULATIONS (Continued)

2.16 Discontinuance and Restoration of Service (Continued)

2.16.1 Disconnection - Upon Notification (Continued)

- B. In the event of the end user's/subscriber's use in such a manner as to adversely affect Carrier's facilities or Carrier's service to others.
- C. In the event of tampering with facilities leased or owned by the Carrier.
- D. In the event of interexchange service being used by an end user in connection with a plan or contrivance to secure a large volume or interexchange calls to be directed to such end user or the telephone service of any designated customer at or about the same time, resulting in preventing, obstructing or delaying the interexchange service of others.
- E. In the event of unauthorized use.

Following the disconnection of service for any of these reasons, Carrier, or the local exchange utility acting as Carrier's agent, will notify the telephone end user/subscriber that service was disconnected and why. The notice will include all reasons for the disconnection and will include a toll-free number where an end user/subscriber can obtain additional information. Notice shall be deemed given upon deposit, postage prepaid, in the U.S. Mail to the end user's/subscriber's last known address.

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	Alternate Communications 7	Cechnology, Inc.
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2.0 RULES AND REGULATIONS (Continued)

2.16 Discontinuance and Restoration of Service (Continued)

2.16.2 Disconnection - With Prior Notice

Service can be disconnected with prior notice for the following reasons:

- A. In the event the end user/subscriber is indebted to Carrier for regulated telephone service previously furnished.
- B. In the event the end user/subscriber supplied false or inaccurate information of a material nature in order to obtain telephone service.
- C. For failure of the end user/subscriber or prospective end user/subscriber to furnish service equipment, permits, certificates, rights of way necessary to obtain service or for the withdrawal of that same equipment or the termination of those permissions or rights, or for the failure of the end user/subscriber or prospective end user/subscriber to fulfill the contractual obligations imposed upon him or her as conditions of obtaining service by a contract.
- D. For failure of the end user/subscriber to permit Carrier reasonable access to its facilities on the end user's subscriber's premises.
- E. For nonpayment of a bill, where a reasonable attempt has been made at collection, except bills for non-regulated service including merchandise purchased from Carrier, a different class of service or another customer which has been guaranteed.
- F. In the event the service is to be used for unlawful purposes.
- G. Any other violation of the conditions governing the furnishing of service.

2.0 RULES AND REGULATIONS (Continued)

2.16 Discontinuance and Restoration of Service (Continued)

2.16.2 Disconnection - With Prior Notice (Continued)

H. For violation or noncompliance with Carrier's tariff rules on file with the Commission, the requirements of any municipal ordinance, regulation or law pertaining to the service.

2.16.3 Intentional Abuse of Service

The Company has the right to refuse telephone service to any premises and at any time to discontinue telephone service, if it finds it necessary to do so to protect itself against intentional abuse. Intentional abuse of service includes, without limiting the generality of the foregoing; the use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of a message toll charge or an exchange service charge.

2.17 Ownership of Equipment

Equipment owned by Carrier to provide regulated services on the premises of a subscriber/end user is the property of the Company.

2.18 Taxes

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

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2.0 RULES AND REGULATIONS (Continued)

2.19 Taxes and Fees Chargeable to End Users

2.19.1 Adjustment for Municipality Payments

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

2.19.2 Adjustments for County or Other Local Taxing Authority Payments

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

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2.0 RULES AND REGULATIONS (Continued)

2.20 Contractual Relationship with the Subscriber

2.20.1 Customer Compensation

- A. Carrier does not collect deposits from Customers nor are any recurring charges billed in advance.
- B. Carrier will pay Customer a commission on the gross revenue from tariffed rates, less applicable taxes, collected by Carrier on authorized calls completed by Carrier from customer locations at percentages specified by agreement.
- C. Payments will be made to Customer on a monthly cycle basis.
- D. Under certain situations, at the option of Carrier, certain equipment or facilities which are actually the obligation of the Customer may be ordered and billed to Carrier. In these instances, the costs incurred by Carrier on behalf of Customer will be charged to the Customer and deducted from the commission otherwise due the Customer. Should a net amount be due Carrier, an invoice will be rendered to the Customer which is due on receipt.

2.20.2 Regulations Applicable to Traffic Aggregators

For the purposes of this section, a traffic aggregator is any Subscriber who has entered into a contract with the Company or its agent whereby the Subscriber will be compensated for presubscribing telephones to the Company's "0+" service.

A. Traffic aggregators shall not take steps to block access to other long distance carriers. Access to 950-XXXX and 1-800-XXX-XXXX shall not be blocked.

2.0 RULES AND REGULATIONS (Continued)

2.20 Contractual Relationship with the Subscriber (Continued)

2.20.2 Regulations Applicable to Traffic Aggregators (Continued)

- B. The traffic aggregator shall route all "0 minus" calls ("0" dialed without additional digits) to the serving Local Exchange Company. In equal access areas, "0+" intraLATA calls shall not be intercepted or blocked. In non-equal access areas, it is prohibited to block or intercept "0-" calls and permissible to intercept "0-" calls.
- C. Non-compliance with subsections A. and B. above will result in the suspension of commission payments. Upon such suspension, the Company or its agent shall give written notice of non-compliance. If non-compliance is not corrected within twenty (20) days, violators will be subject to immediate termination of service.

2.20.3 Operator-Assisted Services Conditions and Restrictions

Carrier in compliance with Commission's Orders shall:

- A. Operators shall identify the Carrier to all end-users before any charges are incurred.
- B. Operators shall provide an indication of the Carrier's rates and service information to any caller upon request.
- C. When requested, operators will provide the number to call for complaints and inquiries.
- D. When requested, operators will provide the procedure for reporting service difficulties and methods of obtaining refunds.
- E. Carrier will not intentionally charge for incompleted calls and provide full refund or credit for any misbilled or incomplete calls.
- F. Carrier shall not accept calling cards for billing purposes if unable to validate the card.

2.0 RULES AND REGULATIONS (Continued)

2.20 Contractual Relationship with the Subscriber (Continued)

2.20.3 Operator-Assisted Services Conditions and Restrictions (Continued)

- G. Carrier will disclose its name on bills which include charges for services rendered.
- H. Carrier will bill for services approved in its tariff on file with the Commission.
- Carrier shall provide tent cards and stickers to traffic aggregators to be placed near or on telephone equipment used to access Carrier's services.

2.20.4 Posting

The contract of Carrier or its agents with the subscriber will contain provisions requiring the subscriber to post on or in close proximity to all telephones served by Carrier the following information:

- A. The name, address and toll free phone number of Alternate Communications Technology, Inc.
- B. Carrier's customer service number 1-800-798-9667 for receipt of further service and billing information, rates or service.
- C. Dialing directions to the Carrier operator for specific rate information.
- D. Dialing directions for Operator Assistance Service Type calls.
- E. The address and toll free number of the FCC Common Carrier Bureau Enforcement Division for unresolved consumer complaints on interstate calls.

Carrier is responsible for the form of the posting and shall make reasonable efforts to ensure implementation, both initially and on an updated basis.

3.0 DESCRIPTION OF SERVICES

3.1 General

The Carrier endeavors to provide high quality service. Service, including operator assistance, is available 24 hours per day, 7 days a week, subject to routine maintenance and outages beyond the control of the Carrier. Carrier's switching equipment is designed and engineered to provide high quality transmission of voice and data with a minimum level of impairment such as noise and echo. However, overall quality may vary somewhat due to the variability in quality of the connections provided by the local telephone companies and other interexchange carriers.

3.2 Timing of Calls

(A) Long distance usage charges are based on the actual usage of Carrier's network. Carrier will determine that a call has been established by signal from the local telephone company. For person-to-person calls, the timing of the call for purposes of billing begins when the calling person and the particular person or station specified or an agreed alternate identifies themselves as the party designated to receive that call. For collect calls the timing of the call for purposes of billing begins after a person verbally accepts the charge for the call. For a third party call, the timing of the call for purposes of billing begins after the person requested to accept charges accepts those charges and connection is made to the number being called.

(B) Unless otherwise specified in this tariff the minimum call duration for billing purposes is 1 minute for a connected call.

(C) Unless otherwise specified in this tariff, usage is measured and rounded to the higher full minute of billing purposes.

(D) When answer supervision is unavailable and Carrier has received a reasonable claim from the end user for a refund of Carrier's charges for an uncompleted call, Carrier will reimburse the end user for the charges that Carrier has billed for that call.

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3.0 DESCRIPTION OF SERVICES (Continued)

3.3 Service Area

Service is being offered for origination and termination throughout the entire state.

3.4 Calculation of Distance

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

(B) The Rate Centers of a call are determined by the area codes and exchanges of the origination and destination points.

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

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

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

Step 3 - Square the differences obtained in Step 2.

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

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

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

3.0 DESCRIPTION OF SERVICES (Continued)

3.5 OMNI I Service

OMNI I Service is offered to end user/subscriber, including, but not limited to, residential and business end users/subscribers, for calling within the state. End users/subscribers access Carrier via Equal Access Feature Group D circuits and/or other Switched Access Services. Calls are routed over the Company's transmission and switching facilities to any valid NPA-NXX in the state.

Calls are rated based on mileage, time of day and call duration.

3.6 Stay In Touch 800 Service

Stay In Touch 800 service is an inbound only service which permits calls to a customer's location without charge to the calling party. Calls may originate from and terminate to any location within the state. Callers dial 1+ a ten digit telephone number (1+800+NXX-XXXX) which will terminate at the Applicant's switching facilities located in Indianapolis, Indiana and will be terminated at the pre-programmed customer's point of destination. These 800 service rates are distance insensitive. Usage charges are based on accumulated minutes of use and are rated on a duration and time/day of week basis. A non-recurring charge of up to \$10.00 may be required as an initial set up charge for use of the 800 number.

Service is available from any point within the USA, Hawaii, Puerto Rico, the US Virgin Islands and Canada.

3.7 Operator Assistance Services

A. Carrier "0+" service is a full time, intercity service available to all Carrier Subscribers, and to other Customers who utilize the Carrier long distance network to place calling card, collect and third number billed calls. Terminal equipment accessing Carrier services will route operator assisted calls over designated carrier facilities to regional digital call processing switches served by Carrier operator centers.

3.0 DESCRIPTION OF SERVICES (Continued)

- 3.7 Operator Assistance Services (Continued)
 - B. Calls requiring operator intervention such as collect, third party bill, person to person and certain calling/credit card calls will be routed to an operator position by the processor. Carrier operators and automated interfaces will answer each call by identifying the service as that of ACT.
 - C. The operator will collect billing information and perform validation and call acceptance functions. If the call is authorized, the operator will release the call for completion and call timing will be performed in the processing switch. Automated interface calling card and credit card calls, i.e., where the End User dials all of the digits required to route and bill the call are validated through an automated interface and if authorized will be completed without operator intervention.
 - D. Call message detail collected by the switch processors is forwarded via magnetic tape for computer processing and application of tariffed rates. After rating has been performed billing tapes are created and forwarded to local exchange carriers and commercial credit card companies. These billing companies acknowledge receipt and after processing confirm revenues due and payable to Carrier, subject to applicable withhold amounts. The billing companies prepare and render invoices to their End Users with billing inserts reflecting the charges of Alternate Communications Technology, Inc.
 - E. Carrier prepared commission statements based on agreements with its Customers and forwards commission checks based on authorized billed revenue for each monthly period.

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3.0 DESCRIPTION OF SERVICES (Continued)

3.8 Access Arrangements

- A. Carrier service is provided to Customers and End Users through network access arrangements established by Carrier in each geographic area served. Access to Carrier services shall require the Customer to presubscribe Customer's line or configure its originating terminal or switching equipment as directed by Carrier or to permit installation of carrier provided equipment.
- B. Carrier will determine the most cost effective means of access on the basis of Customer's geographic location, Customer's volume and other traffic loading from that geographic area, the Local Exchange Carrier's equal access implementation, and Carrier existing or proposed carrier transport arrangements.
- C. The principal forms of access available from Carrier shall include Feature Group B ("950" access), Feature Group D, 1-800 access, and dedicated, leased private line access.

3.9 Presubscription Operator Service

3.9.1 Operator Trunk - Coin, Non-Coin or Combined Coin and Non-Coin

Combined Coin and Non-Coin:

This arrangement provides for initial coin return control and routing of 0+, 0-, 1+ or 011+ prefixed originating operator assisted coin and non-coin calls requiring operator assistance to the customer's premises. Because operator assisted coin and non-coin calling traffic is routed over a trunk group dedicated to operator assisted calls, this arrangement is only provided in association with Operator Assistance Services.

3.0 DESCRIPTION OF SERVICES (Continued)

3.9 Presubscription Operator Service (Continued)

3.9.2 Operator Trunk - Full Feature

This feature is a trunk type termination which provides the initial coin return control function to the FGD customer's operator. This arrangement provides for initial coin return control and routing of 0+, 0-, 00-, 1+, 01+ or 011+ prefixed originating operator assisted coin and non-coin calls requiring operator assistance to the customer's premises. It is available only with FGD and is provided in suitably equipped end offices. This arrangement must be ordered in conjunction with the ANI feature. Because operator assisted coin and non-coin calling traffic is routed over dedicated trunk groups for operator assisted calls, this arrangement is only provided in association with Operator Assistance Services.

3.9.3 Transmission Specifications

Each Switched Access Service transmission path is provided with standard transmission specifications. There are three different standard specifications (Types A, B and C). The standard for a particular transmission path is dependent on the Feature Group, the Interface Group and whether the service is directly routed or via an access tandem. Data Transmission Parameters are also provided with each Switched Access Service transmission path. The Local Exchange Company will, upon notification by the customer that the data parameters set are not being met, conduct tests independently or in cooperation with the customer, and take any necessary action to insure that the data parameters are met.

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3.0 DESCRIPTION OF SERVICES (Continued)

3.9 Presubscription Operator Service (Continued)

3.9.4 Easy Access Dialing

Principle provisions of traffic allocation are as follows:

If the presubscribed 0+ IC designated as the primary IC for 0+ and 00- traffic elects not to submit an order for its 1+ interLATA sent-paid traffic or fails to select a designated subcontractor (secondary service provider) to handle its 1+ interLATA sent-paid calls from the Local Exchange Company's pay telephones, the 1+ interLATA coin sent-paid traffic for that presubscribed 0+ carrier will continue to be routed to the existing default 1+ carrier (provided such carrier continues to accept it) until the presubscribed 0+ carrier is ready to handle the 1+ interLATA sent-paid traffic, or makes arrangements with another IC to handle the traffic.

3.10 Geographic Areas of Coverage

Carrier service is available from any exchange in the state via 1-800 access. A complete listing of the exchanges from which Feature Group B or Feature Group D switched access is available is maintained at Carrier's principal office.

3.11 Determination of Charges Generally

End Users will be billed for operator assisted calls, in accordance with the rules set forth in this section and is conformity with the schedule of rates applicable to a class of service. The total charge assessed an End User by Carrier for each completed operator assisted call shall be equal to the sum of the measured usage charge and the applicable operator assisted service charge for that call.

3.0 DESCRIPTION OF SERVICES (Continued)

3.12 Measured Usage Charge

Each operator assisted call billed to an End User will contain a measured usage charge component that is computed on the basis of the duration, distance and time of day discounts applicable to that call.

3.13 Operator Assistance Service Charge

Operated assistance service charges are fixed per call fees tariffed by Carrier for operator assistance service rendered in connection with completed calls. The operator assistance service charges applied will be in accordance with the billing method selected by the End User. The applicable operator assistance service charge is added to the measured usage charge determined in accordance with 3.12 <u>supra</u> to establish the total charge for a completed operator assisted call.

3.14 Operator Assistance Service Types

Except as provided in 3.15 below, one of the following operator assistance service charges will apply:

- A. Customer Dialed Calling/Credit Card applies in lieu of Operator Station charges and in addition to the Measured Usage Charge for calls billed to a calling card or credit card where the End User dials all of the digits required to route and bill the call.
- B. Operator Station charges apply in addition to the Measured Usage Charge for calls requiring operator assistance. Unless otherwise tariffed, Operator Station charges encompass Collect, Third Number Bill and Calling Card or Credit Card calls that require assistance of an Alternate Communications Technology, Inc. operator.
- C. Third Number Bill charges apply in addition to the Measured Usage Charge and, where tariffed as a separate charge, in lieu of Operator Station charges, for calls billed to a number other than the calling number or called number.

3.0 DESCRIPTION OF SERVICES (Continued)

3.14 Operator Assistance Service Types (Continued)

D. Person to Person charges apply in addition to the Measured Usage Charge and in lieu of Operator Station charges for calls completed on a person to person basis.

3.15 Operator Assistance Service Charge Exemptions

Operator assisted calls are exempted from application of operator assistance service charges where operator assistance is provided in connection with emergency call handling.

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4.0 RATE SCHEDULES

4.1 Carrier Intrastate Interlata Rates

A. Long Distance Transmission Base Rates

RATE MILEAGE	DAY FIRST/ADD'L <u>MINUTE/MINUTE</u>	EVENING FIRST/ADD'L <u>MINUTE/MINUTE</u>	NIGHT/WEEKEND FIRST/ADD'L <u>MINUTE/MINUTE</u>
0-10	\$.1900/.0900	\$.1425/.0675	\$.0950/.0450
11-22	.2600/.1600	.1950/.1200	.1350/.0800
23-55	.2600/.2190	.1950/.1643	.1450/.1150
56-124	.2605/.2205	.1954/.1654	.1495/.1190
125-292	.2610/.2270	.1958/.1703	.1520/.1240
293-430	.2610/.2300	.1958/.1725	.1535/.1240
431-624	.2635/.2380	.1976/.1785	.1570/.1290

Each Customer is charged individually for each call placed through the Carrier. Charges are computed on an airline mileage basis as described in this tariff.

4.2 Stay In Touch 800 Per Minute Rates

- Day Evening/Night/Weekend/Holidays
- \$.2600 \$.2600

A non-recurring charge of up to \$10.00 may be required as an initial set up charge for use of the 800 number.

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4.0 RATE SCHEDULES

4.3 Carrier Operator Services Rate Table

RATE MILEAGE	DAY FIRST/ADD'L <u>MINUTE/MINUTE</u>	EVENING FIRST/ADD'L MINUTE/MINUTE	NIGHT/WEEKEND FIRST/ADD'L <u>MINUTE/MINUTE</u>
0-10	\$.1900/.0900	\$.1425/.0675	\$.0950/.0450
11-22	.2600/.1600	.1950/.1200	.1350/.0800
23-55	.2605/.2180	.1954/.1635	.1450/.1140
56-124	.2605/.2200	.1954/.1650	.1485/.1185
125-292	.2610/.2290	.1958/.1718	.1510/.1235
293-430	.2625/.2320	.1969/.1740	.1525/.1223
431-624	.2650/.2370	.1988/.1778	.1560/.1285

4.4 Operator Service Charges

Service charges apply to Operator Services on a per call basis.

	Charges
Customer Dialed Calling Card Station	
Customer Dialed/Automated	\$.80
Customer Dialed and Operator Assisted	\$.80
Customer Dialed/Operator Must Assist	\$.80
Operator Dialed Surcharge (Operator Dialed 0-)	\$.75
Operator Station	\$1.00
Person-to-Person	\$2.50

Discounts do not apply to add-on charges for operator services.

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4.0 RATE SCHEDULES (Continued)

4.5 Rate Periods

and service a stability	Monday - Friday	Saturday	Sunday
8:00 A.M. to 4:55 P.M.	Full Rate Period		
5:00 P.M. to 10:59 P.M.	Evening Rate Period		Eve
11:00 P.M. to 7:59 A.M.	Night/Weekend Rate Period		

Time of day discounts apply to usage charges only and do not apply to additional charge.

BUSINESS DAY: EVENING:	8:00 a.m 4:59 p.m Monday-Friday 5:00 p.m 10:59 p.m. Sunday-Friday *Holidays

NIGHT/WEEKEND:	11:00 p.m	7:59 a.m. Monday-Friday	. Monday-Friday	
	8:00 a.m	4:59 p.m. Sunday & All Day Saturday	Y	

*Holidays include New Year's Day, Independent Day, Labor Day, Thanksgiving, Christmas.

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4.0 RATES (Continued)

4.6 Special Promotions

Carrier may from time to time engage in special promotional trial service offerings of limited duration, (not to exceed ninety (90) days on a per subscriber basis, for non optional, recurring charges), designed to attract new subscribers or to increase existing subscriber awareness of a particular tariff offering. Requests for promotional offerings will be presented to the Commission for its approval, in accordance with rules and regulations established by the Commission.

4.7 Emergency Calls

Subscriber shall configure its pay telephone, PBX, or other switch vehicle from which a customer places a call so that 911 emergency calls, where available, and similar emergency calls will be automatically routed to the emergency answering point for the geographical location where the call originated without the intervention of Carrier. Emergency calls which do reach a Carrier operator shall be handled in accordance with Carrier standard operating procedures.

4.7.1 Standard Emergency Operating Procedures

911 Calls are not routed but are completed through the local network. If a caller dials an Carrier operator or a 911 call is mistakenly routed to Carrier, Carrier's systems are designed to handle the call efficiently and expeditiously. Carrier operator software retains an emergency number database associated with the originating location of the call. A single key stroke by the operator connects the caller and the operator to the appropriate emergency answering agency at the originating location of the call. The operator remains in connection until he or she has verified that the caller and the emergency answering service location personnel have established conversation and that the caller location has been identified. No billing applies to emergency calls.

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DEPOSIT TREAS. REC. DATE



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8802 North Meridian Street, Suite #103, Indianapolis, Indiana 46260

(317) 575-9556

PSC-RECORDS/REPORTIN

937

02076 FEB 27

February 24, 1992

Honorable Steve Tribble Executive Director Florida Public Service Commission 101 East Gaines Street Fletcher Building Tallahasse 2, Florida 32399-0866

Re: Application of Alternate Communications Technology, Inc. for a Certificate of Public Convenience and Necessity.

To: The Honorable Director

Enclosed for filing is the original and twelve copies of the application and tariff of Alternate Communications Technology, Inc. for a Certificate of Public Convenience and Necessity to provide telecommunications services within Florida. I have also enclosed one additional copy of the above material and ask that you indicate its receipt by your office by placing your file stamp on it and returning it to me in the enclosed, stamped, self-addressed envelope.

Additionally enclosed is Alternate Communications Technology, Inc. filing fee, check # 3346 in the amount of \$250.00.

On this day Alternate Communications Technology, Inc. sent its application by foreign corporation for authorization to transact business in Florida to Corporate Records of the Florida Department of State for filing. When Certificate is received copies of it and Appendix A Certificate Transfer Statement of our application will be sent to the Commission for filing as a late addition filing.

If you have any questions, or need additional information, please let me know.

3346 ALTERNATE COMMUNICATIONS TECHNOLOGY, INC. (ACT) 8802 N. MERIDIAN ST., SUITE 103 INDIANAPOLIS, IN 46260 2-24 1992 sida Public Service Commission 1\$ 250.00 TO THE Ture hundred fifting dollars and cof IN 45260 Ameritrust