

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

DIVISION OF COMMUNICATIONS
BUREAU OF SERVICE EVALUATION

2540 Shumard Oak Blvd.
Tallahassee, Florida 32399

960609-TI

APPLICATION FORM

for

AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS
SERVICE WITHIN THE STATE OF FLORIDA

Instructions

- A. This form is used for an original application for a certificate and for approval of sale, assignment or transfer of an existing certificate. In case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee (See Appendix A).
- B. Respond to each item requested in the application and appendices. If an item is not applicable, please explain why.
- C. Use a separate sheet for each answer which will not fit the allotted space.
- D. If you have questions about completing the form, contact:

Florida Public Service Commission
Division of Communications
Bureau of Service Evaluation
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399
(904) 413-6600

- E. Once completed, submit the original and twelve (12) copies of this form along with a non-refundable application fee of \$250.00 to:

Florida Public Service Commission
Division of Administration
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399
(904) 413-6600

FORM PSC/CMU 31 (11/91)
Required by Commission Rule Nos. 25-24.471,
25-24.473 & 25-24.480(2)

DOCUMENT NUMBER-DATE

05415 MAY 14 1996

FPSC-RECORDS/REPORTING

1. 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).
- () Approval for transfer of control (To another certificated company).

2. Select what type of business your company will be conducting (check all that apply):

- () **Facilities based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
- () **Operator Service Provider** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- () **Reseller** - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
- (X) **Switchless rebiller** - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
- () **Multi-Location Discount Aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers. Then offers the resold service by enrolling unaffiliated customers.

3. **Name of corporation, partnership, cooperative, joint venture or sole proprietorship:**

Crystal Communications, Inc.

4. **Name under which the applicant will do business (fictitious name, etc.):**

Crystal Communications, Inc.

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

1933 Oceanview Drive
Tierra Verde, FL 33715

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

1933 Oceanview Drive
Tierra Verde, FL 33715

7. **Structure of organization:**

- | | | | |
|--------------------------|---------------------|-------------------------------------|---------------------|
| <input type="checkbox"/> | Individual | <input checked="" type="checkbox"/> | Corporation |
| <input type="checkbox"/> | Foreign Corporation | <input type="checkbox"/> | Foreign Partnership |
| <input type="checkbox"/> | General Partnership | <input type="checkbox"/> | Limited Partnership |
| <input type="checkbox"/> | Other, _____ | | |

8. **If applicant is an individual or partnership, please give name, title and address of sole proprietor or partners.**

- (a) Provide proof of compliance with the foreign limited partnership statute (Chapter 620.169 FS), if applicable.
- (b) Indicate if the individual or any of the partners have previously been:
- (1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.
 - (2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

9. If incorporated, please give:

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

Corporate charter number: P96000000245

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

Barbara A. Murphy
101 East Kennedy Boulevard, Suite 3700
Tampa, Florida 33602

- (c) Provide proof of compliance with the fictitious name statute (Chapter 865.09 FS), if applicable.

Fictitious name registration number: (Not Applicable)

- (d) Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

(1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.

(2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

Not Applicable

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

- (a) The application:

Todd A. Jacobson, CEO, 1933 Oceanview Dr., Tierra Verde, FL 33715 (813) 867-2054.

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

Todd A. Jacobson, CEO, 1933 Oceanview Dr., Tierra Verde, FL 33715 (813) 867-2054.

(c) Tariff:

Todd A. Jacobson, CEO, 1933 Oceanview Dr., Tierra Verde, FL 33715 (813) 867-2054.

(d) Complaints/Inquiries from customers:

Todd A. Jacobson, CEO, 1933 Oceanview Dr., Tierra Verde, FL 33715 (813) 867-2054.

11. List the states in which the applicant:

- (a) Has operated as an interexchange carrier.
None.
- (b) Has applications pending to be certificated as an interexchange carrier.
None.
- (c) Is certificated to operate as an interexchange carrier.
None.
- (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.

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

- Facilities
- Billing and Collection
- Maintenance.
- Other: _____
- Operators
- Sales
- None of the above.

13. Do you have a marketing program?

Not at this time.

14. Will your marketing program:

- Pay commission?
- Offer sales franchises?
- Offer multi-level sales incentives?
- Offer other sales incentives.

NONE ARE APPLICABLE

15. Explain any of the offers checked in question 14 (To whom, what amount, type of franchise, etc.).

None of the above are applicable.

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

- | | |
|--|---|
| <input checked="" type="checkbox"/> Residential customers. | <input checked="" type="checkbox"/> Business customers. |
| <input type="checkbox"/> PATS providers. | <input type="checkbox"/> PATS station end-users. |
| <input type="checkbox"/> Hotels & motels. | <input type="checkbox"/> Hotel & motel guests. |
| <input type="checkbox"/> Universities. | <input type="checkbox"/> Univ. dormitory residents. |
| <input type="checkbox"/> Other: (specify) | |

17. Please provide the following (if applicable):

- (a) Will the name of your company appear on the bill for your services, and if not who will the billed party contact to ask questions about the bill (provide name and phone number) and how is this information provided?

YES.

- (b) Name and address of the firm who will bill for your service.

Company will direct bill.

18. Please submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 (example enclosed).

See Attached Tariff.

19. The applicant will provide the following interexchange carrier services (Check all that apply):

MTS with distance sensitive per minute rates

Method of access if FGA

Method of access is FGB

Method of access is FGD

Method of access if 800

MTS with route specific rates per minute

Method of access if FGA

Method of access is FGB

Method of access is FGD

Method of access if 800

MTS with statewide flat rates per minute (i.e., not distance sensitive)

Method of access if FGA

Method of access is FGB

Method of access is FGD

Method of access if 800

MTS for pay telephone service providers

Block-of-time calling plan (Reach out Florida, Ring America, etc.).

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 services (Channel Services)

(For example 1.544 mbs., DS-3, etc.)

Travel Service

Method of access is 950

Method of access if 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

20. What does the end user dial for each of the interexchange services that were checked in services included (above).

1 + NXX + XXXX

21. Other:

ATTACHMENTS:

- A - CERTIFICATE TRANSFER STATEMENT
- B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C - INTRASTATE NETWORK
APPLICANT ACKNOWLEDGMENT STATEMENT
- D - FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES
- E - GLOSSARY

FORM PSC/CMU 31 (11/91)

**** APPENDIX A ****

CERTIFICATE TRANSFER STATEMENT

I, (TYPE NAME) _____,
(TITLE) _____, of (NAME OF COMPANY)
_____, and current holder of
certificate number _____, have reviewed
this application and join in the petitioner's request for a transfer of the above-mentioned
certificate.

UTILITY OFFICIAL:

_____ Signature	_____ Date
_____ Title	_____ Telephone No.

NOT APPLICABLE TO APPLICANT

**** 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.)

UTILITY OFFICIAL:


Signature

May 9, 1996
Date

Todd A. Jacobson

Chief Executive Officer
Title

(813) 867-2054
Telephone No.

**** APPENDIX C ****

INTRASTATE NETWORK

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

NOT APPLICABLE

- | | |
|----|----|
| 1) | 2) |
| 3) | 4) |

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

NOT APPLICABLE

- | | |
|----|----|
| 1) | 2) |
| 3) | 4) |

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

NOT APPLICABLE

<u>POP-TO-POP</u>	<u>TYPE</u>	<u>OWNERSHIP</u>
-------------------	-------------	------------------

- | |
|----|
| 1) |
| 2) |

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

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

These requirements will not apply to Applicant due to the type of service Applicant plans to offer. Applicant will not process intraEAEA calls.

6. **CURRENT FLORIDA INTRASTATE SERVICES:** Applicant has () or has not (X) previously provided intrastate telecommunications in Florida. If the answer is has, fully describe the following:

- (a) What services have been provided and when did these services begin?
(b) If the services are not currently offered, when were they discontinued?

NOT APPLICABLE

UTILITY OFFICIAL:


Signature

May 9, 1996
Date

Todd A. Jacobson

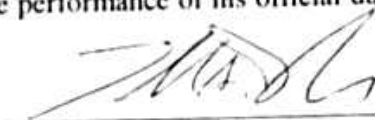
Chief Executive Officer
Title

(813) 867-2054
Telephone No.

**** APPLICANT ACKNOWLEDGMENT STATEMENT ****

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50.00 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intrastate and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intrastate and interstate revenues.
4. **APPLICATION FEE:** A non-refundable application fee of \$250.00 must be submitted with the application.
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 AAV service.
6. **ACCURACY OF APPLICATION:** By my signature below, I the undersigned owner or officer of the named utility in the application, attest to the accuracy of the information contained in this application and associated attachments. I have read the foregoing and declare that to the best of my knowledge and belief, the information is a true and correct statement. Further, I am aware that pursuant to Chapter 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree.

UTILITY OFFICIAL:



Signature

May 9, 1991
Date

Todd A. Jacobson

Chief Executive Officer
Title

(813) 867-2054
Telephone No.

LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

TARIFF

NAMING RATES FOR

CRYSTAL COMMUNICATIONS, INC. ("COMPANY")

1933 Oceanview Drive, Tierra Verde, FL 33715

RESALE PRIVATE NETWORK CARRIER SERVICE

AS

VALUE ADDED PRIVATE NETWORK INTEREXCHANGE CARRIER

Applying to Intrastate Resale Interexchange
Communications Services Between Points
in the State of Florida

and

CONTAINING RULES AND REGULATIONS

GOVERNING SERVICE

ISSUED: 5/14/96

EFFECTIVE:

BY: Todd A. Jacobson
1933 Oceanview Drive
Tierra Verde, FL 33715
(813) 867-2054

LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

CHECK SHEET

The Original Cover Sheet and Sheets 1 through 20, 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 on the bottom of this sheet.

<u>SHEET</u>	<u>REVISION</u>
1	Original*
2	Original*
3	Original*
4	Original*
5	Original*
6	Original*
7	Original*
8	Original*
9	Original*
10	Original*
11	Original*
12	Original*
13	Original*
14	Original*
15	Original*
16	Original*
17	Original*
18	Original*
19	Original*
20	Original*

* - Indicates New or Revised Sheet

ISSUED: 5/14/96**EFFECTIVE:**

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LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

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(813) 867-2054

LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

EXPLANATION OF SYMBOLS

- (D) To signify Discontinued rate, conditions, or regulations
- (I) To signify Increased rate
- (M) To signify that material has been Transferred From another sheet of place in the tariff
- (N) To signify a New rate, regulation, condition or sheet
- (R) To signify a Reduction
- (T) To signify a change in Text for Clarification

TARIFF FORMAT

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

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LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of code 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).1.
- 2.1.1.A.1.(a).1.(I).
- 2.1.1.A.1.(a).1.(I).(1).

D. Check Sheets - When a tariff is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number.

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

APPLICATION OF TARIFF

This tariff contains the regulations and schedules of charges applicable to the furnishing of intrastate resale interexchange communications service by Crystal Communications, Inc. ("Company") between various locations within the State of Florida. Copies are on file with the Florida Public Service Commission and may be inspected/viewed at the Company's principal address.

ISSUED: 5/14/96**EFFECTIVE:**

BY: Todd A. Jacobson
1933 Oceanview Drive
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LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

1. DEFINITIONS

Billed Party - The party responsible for payment of charges applicable to intrastate calls placed using the Company's services.

Called Station - The terminating point of a call.

Company - Crystal Communications, Inc.

Commission - The Florida Public Service Commission ("FPSC").

Customer - The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

Disconnect or Disconnection - The termination of a circuit connection between the Originating Station and the Called Station or Company's operator.

Equal Access - The ability to choose a long distance company to be the primary carrier for interLATA long distance calls.

Interexchange Carrier (IXC) - A long distance company that carries calls between LATAs or telephone exchanges within LATAs, where permitted.

Local Exchange Carrier (LEC) - A local telephone company, either one of the Bell Operating Companies or one of the independent local telephone companies.

Measured Service - The provision of long distance measured time communications telephone service to customers who access Company's service at its contracted interexchange carriers' switching and call processing equipment by means of Crystal facilities obtained from local exchange carrier(s). Company contracted interexchange carrier is responsible for arranging the access lines.

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

Station - Any location from which long distance calls may be placed or received.

ISSUED: 5/14/96**EFFECTIVE:**

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LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

2. REGULATIONS

2.1 DESCRIPTION OF SERVICE

- 2.1.1 The Company is a resale private network carrier providing intrastate communications long distance service to Customers for their direct transmission and reception of voice, data, and other types of communications.
- 2.1.2 Company resells access, switching, transport and termination services provided by interexchange carriers ("IXC's").
- 2.1.3 Communications originate when Customer accesses the Company's services by dialing the access code either directly or through the election of the Company as Customer's Primary Interexchange Company in Equal Access service areas, and the called party answers the call. When Customer hangs up the communications charges will terminate for that call.
- 2.1.4 Customer's monthly charges for Company's service are based on the total time Customer actually uses the service. For billing purposes, duration of each call will be rounded up in one minute increments.

2.2 LOCATIONS OF SERVICE

Communications may originate and terminate in any area within the State of Florida.

ISSUED: 5/14/96

EFFECTIVE:

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1933 Oceanview Drive
Tierra Verde, FL 33715
(813) 867-2054

LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

2. REGULATIONS (Continued)**2.3 LIMITATIONS OF SERVICE**

- 2.3.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.3.2 Company reserves the right to immediately disconnect service without incurring liability when necessitated by conditions beyond the Company's control or when the customer is using the service in violation of either the provisions of this tariff or the laws, rules, regulations, or policies of the jurisdiction of the Originating Station or the Terminating Station, or the laws of the State of Florida including rules, regulations, and policies of the FPSC.
- 2.3.3 Company reserves the right to immediately discontinue furnishing the service to customers without incurring liability:
- A. For non-payment of any sum owing to the Company on amounts past due by 30 days or more, or
 - B. For failure to maintain the minimum commitment set forth in the agreement, or
 - C. For failure in the performance of any other obligation under the agreement, or
 - D. For customer dissolution or insolvency or subject to the appointment of a receiver or making an assignment for the benefit of creditors, or
 - E. For insufficient or fraudulent billing information, invalid or unauthorized telephone numbers, or
 - F. For any violation by a Customer related to the request for such service of either the provisions of this tariff or any laws, rules, regulations, or policies of the State of Florida including rules, regulations, and policies of the FPSC.
 - G. By reason of any order or decision of a court or any other governmental authority which prohibits Company from furnishing such service; or
 - H. If Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services.

ISSUED: 5/14/96**EFFECTIVE:**

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LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

2. REGULATIONS (Continued)

2.4 USE OF SERVICE

- 2.4.1 Service may be used for the transmission of communications by the customer.
- 2.4.2 Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by Customer, except when Customer is a duly authorized and regulated carrier. This provision does not prohibit an arrangement between Customer, authorized user or joint user to share the cost of service so long as the arrangement generates no profit for any participant in the arrangement.

2.5 INTERCONNECTION

- 2.5.1 Service furnished by Company may be interconnected with services or facilities of other authorized communications carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at Customer's expense.
- 2.5.2 Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. Customer is responsible for taking all necessary legal steps for interconnecting customer provided terminal equipment or communications equipment with Company's facilities. Customer shall secure all licenses, permits, rights-of-way, and other such arrangements necessary for interconnection.

ISSUED: 5/14/96

EFFECTIVE:

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1933 Oceanview Drive
Tierra Verde, FL 33715
(813) 867-2054**

LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

2. REGULATIONS (Continued)

2.8 CANCELLATION BY CUSTOMER (Continued)

- 2.8.2 If Customer terminates service after start of service but before agreement end for any reason other than termination for cause as set forth in 2.8.3., customer shall immediately pay company (a) for all services performed and/or delivered by company for or to customer, (b) the unpaid balance for all prior invoices (including accrued and unpaid interest), and (c) liquidated damages in an amount equal to the greater of the minimum commitment or the average monthly billing for all services provided by company for customer times the number of months remaining on agreement.
- 2.8.3 If company materially or repeatedly defaults in the performance of its duties and obligations of the agreement, the default must be substantially cured by company within sixty days after company receives written notice of the default. If company fails to cure such default within such time, customer may provide company with a written notice of intent to terminate for cause.
- 2.8.4 Either party may terminate the agreement upon the expiration of the initial and/or extension term of the agreement by providing the other party with thirty days advance written notice of its decision not to renew.

2.9 CANCELLATION BY COMPANY

- 2.9.1 For failure to pay any invoice within 30 days.
- 2.9.2 For default by customer in the performance of any other of its obligations.
- 2.9.3 For customer dissolution or insolvency or subject to the appointment of a receiver or making an assignment for the benefit of creditors.
- 2.9.4 For failure to maintain minimum revenue commitment.
- 2.9.5 For tampering with Company's property.
- 2.9.6 In case of vacation of the premises by the customer, or disconnection of local phone service.

ISSUED: 5/14/96

EFFECTIVE:

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LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

2. REGULATIONS (Continued)**2.9 CANCELLATION BY COMPANY (Continued)**

2.9.7 For non-payment of any proper charge, including any deposits, on amounts past due by 30 days or more.

2.9.8 For violation of Company's service agreement or its filed tariffs.

2.9.9 For the fraudulent obtaining of or use of Company's service. Company, at its discretion, may discontinue the service without notice for fraudulent use of the service.

2.9.10 For unlawful use of the service or use of the service for unlawful purposes.

2.10 INTERRUPTION OF SERVICE

2.10.1 Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the customer, or to the failure of channels, equipment and/or communications equipment provided by Customer, are subject to the general liability provisions set forth in Section 2.12 in this Tariff. It shall be the obligation of the customer to notify Company of any interruptions of service. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer, not within Customer's control, and is not in the wiring or equipment connected to the terminal of Company. For purposes of credit computation, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two hours. The customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

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

"A" - outage time in hours

"B" - total monthly charge for affected facility

2.11 RESTORATION OF SERVICE

2.11.1 The use and restoration of service in emergencies shall be in accordance with FPSC Rules and Regulations, which specifies the priority system for such activities.

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LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

2. REGULATIONS (Continued)

2.12 LIABILITY

- 2.12.1 The liability of Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, commences upon activation of service. Liability in no event exceeds the lesser of an amount equivalent to the proportionate charge to Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur and when computing such amount, a month is considered to have 30 days or \$5,000.
- 2.12.2 Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.
- 2.12.3 Company shall be indemnified against and held harmless by the customer for:
- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
 - B. Claims for patent infringement arising from combining or connecting Company's facilities with apparatus and systems of Customer; and
 - C. All other claims arising out of any act or omission of Customer in connection with any service provided by Company.
- 2.12.4 Company is not liable for any defacement of, or damage to, the equipment or premises of a customer resulting from the furnishing of services when such defacement or damage is not the result of Company's negligence.
- 2.12.5 No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of Company without written authorization.

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LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

2. REGULATIONS (Continued)

2.12 LIABILITY (Continued)

- 2.12.6 Company shall not be liable for and Customer indemnifies and holds harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made, instituted or asserted by Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of the customer or any other property, whether owned by Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.
- 2.12.7 Company is not liable for any failure of performance hereunder due to causes beyond its control, including but not limited to, unavoidable interruption in the working of its circuits or those of another carrier; acts of God; storms, fire, flood, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over Company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one or more of such governmental entities, or any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this tariff to the contrary, the unlawful acts of Company's agents and employees, if committed beyond the scope of their employment.

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LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

2. REGULATIONS (Continued)**2.12 LIABILITY (Continued)**

- 2.12.8 Company shall not be liable for damages or adjustment, refund, or cancellation of charges unless Customer has notified Company in writing, of any dispute concerning charges, or the basis of any claim for damages, within thirty (30) calendar days after the invoice is rendered or a debit is effected by Company for the call giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide Company with a reasonable basis upon which to evaluate Customer's claim or demands. If notice of a dispute concerning the charges is not received, in writing, within thirty (30) calendar days after an invoice is rendered or a debit is effected, such invoice shall be deemed to be correct, accepted, and binding upon Customer, unless appealed to the FPSC.

2.13 DEFAULT BY CUSTOMER

Customer is considered in default for the following reasons:

- 2.13.1 For failure to pay an invoice or proper charge within thirty days after payment is due.
- 2.13.2 For default in performance of any other obligations under the agreement.
- 2.13.3 For dissolution or insolvency or subject to the appointment of a receiver or making an assignment for the benefit of creditors.
- 2.13.4 For failure to maintain the minimum revenue commitment.
- 2.13.5 Remedies for default are as follows:
- A. Company may without prior notice and in addition to other available remedies hereunder or in law, (a) maintain an action for all sums due as set forth in 2.8.2., (b) terminate the agreement, (c) take immediate action to protect company's position, without liability for doing so.

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2. REGULATIONS (Continued)**2.13 DEFAULT BY CUSTOMER (Continued)**

- B. In addition, customer shall be liable to company for all expenses, including reasonable attorneys' fees, incurred in connection with any repossession or action brought to enforce company's rights. No remedy of company shall be exclusive of any other remedy in the Agreement or permitted by law, but each shall be cumulative to every other remedy. A waiver of default shall not be a waiver of any other or of any subsequent default.

2.14 BINDING NATURE AND ASSIGNMENT

- 2.14.1 Agreement shall bind the parties and their permitted assigns. Customer shall not assign agreement to any affiliate, subsidiary or other person without prior written consent of company. Any attempted assignment by customer without prior written consent of company shall be void. Company may assign all rights and obligations of company to any affiliate, subsidiary, or other person or entity without consent of customer.

2.15 NOTICES

- 2.15.1 Written notices to be given hereunder shall be deemed to have been given when delivered personally or deposited in the United States mails, postage prepaid, addressed to such party at its address set forth in application or at such other address as such party may have subsequently provided in writing. Notwithstanding the foregoing notices given pursuant to section 2.8.3. and 2.8.4. shall be delivered by certified mail.

2.16 TAXES

- 2.16.1 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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LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

3. DESCRIPTION OF SERVICES**3.1 CRYSTAL COMMUNICATIONS, INC.'S TELECOMMUNICATIONS SERVICES**

Company is a rebiller of telecommunications services provided by major networks. It provides a full range of telecommunications services for voice and data. Company specializes in residential and business long distance services.

Company resells access, switching, transport and termination services provided by interexchange carriers ("IXC's").

Communications originate when Customer accesses the Company's services by dialing the access code either directly or through the election of the Company as Customer's Primary Interexchange Company in Equal Access service areas, and the called party answers the call. When Customer hangs up the communications charges will terminate for that call.

Customer's monthly charges for Company's service are based on the total time Customer actually uses the service. For billing purposes, duration of each call will be rounded up in one minute increments.

The customer's long distance usage charge is based on the actual usage of Company's network. Usage begins when the called party picks up the receiver. 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.

A customer can expect a call completion rate of not less than 99% during peak use periods for all Feature Group D Services ("1+" dialing).

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LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

4. RATES AND CHARGES FOR SUBSCRIBER SERVICE

4.1 CRYSTAL COMMUNICATIONS, INC.'S TELECOMMUNICATIONS SERVICES

Company is a rebiller of telecommunications services provided by major networks. It provides a full range of telecommunications services for voice and data. Company specializes in residential and business long distance services.

4.2 MILEAGE CALCULATION

Customer's total monthly use of Company's service is charged at the applicable rate per minute, which is based on airline mileage between two points as determined by and shown in the airline mileage tables contained in AT&T Tariff FCC No. 10, incorporated in the Agreement by reference. The duration of each call will be rounded up to the nearest six seconds.

$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

4.3 MTS RATES

Rate Mileage	Day		Evening		Night/Weekend	
	Init.	Add'l	Init.	Add'l	Init.	Add'l
0-10	.2000	.2000	.1500	.1500	.1200	.1200
11-22	.2200	.2200	.1700	.1700	.1300	.1300
23-55	.2500	.2500	.1900	.1900	.1400	.1400
56-124	.2700	.2700	.1900	.1900	.1500	.1500
125-292	.2800	.2800	.1900	.1900	.1600	.1600
293-430	.2800	.2800	.2000	.2000	.1600	.1600
431-624	.2800	.2800	.2100	.2100	.1600	.1600

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LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

4. RATES AND CHARGES FOR SUBSCRIBER SERVICE (Continued)

4.4 TIME PERIODS

The application periods for the service are:

	MON	TUE	WED	THUR	FRI	SAT	SUN
8:00 AM TO 4:59 PM	DAY					RATE PERIOD	
5:00 PM TO 10:59 PM	EVE					RATE PERIOD	
11:00 PM TO 7:59 AM	NIGHT					RATE PERIOD	

4.5 DIRECTORY ASSISTANCE

The Company does not provide Directory Assistance.

4.6 DISCOUNTS FOR HEARING AND SPEECH IMPAIRED PERSONS

Intrastate Toll Message rates for TDD users, which is communicated using a telecommunications device for the deaf (TDD) by properly certified business establishments or individuals equipped with TDDs for communications with hearing or speech impaired persons, shall be evening rates for daytime calls and night rates for evening and night calls.

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LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

4. RATES AND CHARGES FOR SUBSCRIBER SERVICE (Continued)**4.7 DIRECTORY ASSISTANCE CHARGES FOR HANDICAPPED PERSONS**

Pursuant to Florida Public Service Commission Rules and regulations, Crystal Communications, Inc. will not charge for the first 50 directory assistance calls initiated per billing cycle by handicapped persons.

4.8 OPERATION OF TELECOMMUNICATIONS RELAY SERVICE

Intrastate toll calls received from the relay service, each local exchange and interexchange telecommunications company billing relay call will be discounted by 50 percent of the 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 will be discounted 60 percent off the applicable rate for 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.

ISSUED: 5/14/96**EFFECTIVE:**

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State of Florida

Commissioners:
SUSAN F. CLARK, CHAIRMAN
J. TERRY DEASON
JULIA L. JOHNSON
DIANE K. KIESLING
JOE GARCIA



DIVISION OF RECORDS &
REPORTING
BLANCA S. BAYÓ
DIRECTOR
(904) 413-6770

Public Service Commission

May 15, 1996

Mr. Chuck Giles
c/o Crystal Communications, Inc.
2183 Buckingham, Suite 231
Richardson, Texas 75081

Docket No. 960609-TI

Dear Mr. Giles:

This will acknowledge receipt of an application for certificate to provide interexchange telecommunications service by CRYSTAL COMMUNICATIONS, INC., which was filed in this office on May 14, 1996 and assigned the above-referenced docket number. Appropriate staff members will be advised.

A tentative schedule of events in your docket (referred to as a Case Assignment and Scheduling Record or CASR) should be available, upon request, ten (10) working days after establishment of the docket. You may contact the Records Section at (904) 413-6770 or by fax at (904) 413-7118 to request that a copy of the case schedule be faxed or mailed to you. The schedule of events provides you with an opportunity to anticipate completion stages of work in the docket. These dates are subject to change; therefore, you may wish to call the Records Section periodically to obtain revised schedules for your docket. For firm dates of hearings or other activities, please look to the Commission's official notices and orders. You can also obtain information on your docket by accessing the PSC HomePage on the Internet, at <http://www.state.fl.us/psc/>.

Sincerely,

A handwritten signature in cursive script that reads "Linda C. Williams".

Linda C. Williams
Commission Deputy Clerk Supervisor