



December 29, 1998  
Via Overnight Delivery

210 N. Park Ave.  
Winter Park, FL  
32789

P.O. Drawer 200  
Winter Park, FL  
32790-0200

Tel: 407-740-8575  
Fax: 407-740-0613  
tmi@tminc.com

Blanca Bayo, Director  
Florida Public Service Commission  
Division of Records and Reporting  
2540 Shumard Oak Boulevard  
Gerald L. Gunter Bldg. Room 270  
Tallahassee, FL 32399-0870  
(904) 488-4733

982016-TI

RE: Initial Interexchange Carrier Application of **Satlink 3000, Inc.**  
**d/b/a Independent Network Services**

Dear Ms. Bayo:

Enclosed for filing are the original and six (6) copies of the above referenced application of Satlink 3000, Inc. d/b/a Independent Network Services for Authority to Provide Interexchange Telecommunications Service in Florida.

Also enclosed is our check in the amount of \$250 for the filing fee. Questions pertaining to this application or tariff should be directed to my attention at (407) 740-8575.

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope enclosed for that purpose.

Thank you for your assistance.

Sincerely,

Mark C. Lammert  
Consultant to:

Satlink 3000, Inc. d/b/a  
Independent Network Services

cc: Peter Stazzone - Satlink 3000, Inc.

file: Satlink - Florida IXC  
tms: FLo9800

Check received with filing and  
forwarded to Fiscal for deposit  
Filing fee enclosed a copy of check  
to file with proof of deposit

Initials of person who forwarded

DOCUMENT NUMBER-DATE

14698 DEC 30 88

FPSQ-RECORDS/REPORTING

98 DEC 30 PM 3:22  
MAIL ROOM



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Sincerely,

TECHNOLOGIES MANAGEMENT, INC.  
P.O. BOX 200  
210 N. PARK AVE.  
WINTER PARK, FL 32789-0200  
(407) 740-8575

BARNETT BANK, N.A.  
WINTER PARK, FL 32789

21738

12/11/98

PAY TO THE ORDER OF Florida Public Service Commission

\$ \*\*250.00

Two Hundred Fifty and 00/100\*\*\*\*\*

Florida Public Service Commission  
Records & Reporting  
2540 Shumard Oaks Blvd.  
Tallahassee, FL 32302-1500



TECHNOLOGIES MANAGEMENT, INC.

MEMO florida Public Service Commission



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Satlink 3000, Inc. d/b/a  
Independent Network Services

cc: Peter Stazzone - Satlink 3000, Inc.

file: Satlink - Florida IXC  
tms: FLo9800

DOCUMENT NUMBER-DATE  
14698 DEC 30 88  
FPSC-RECORDS/REPORTING



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file: Satlink - Florida IXC  
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DOCUMENT NUMBER - DATE  
14698 DEC 30 88  
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**FLORIDA PUBLIC SERVICE COMMISSION**

**Application Form**

**for**

**Authority to Provide Interexchange Telecommunications Service**

**Between Points Within the State of Florida**

To: Florida Public Service Commission  
Division of Records and Reporting  
101 East Gaines Street  
Tallahassee, Florida 32399-0850  
(904) 488-4733

This package includes the original and six (6) copies of the application along with a non-refundable application fee of \$250.00.

1. **This is an application for:**

- Original Authority (new company)
- Approval of transfer (to another certificated company)
- Approval of assignment of existing certificate (to a non-certificated 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.
- Alternative Operator Service** - 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.
- 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.
- Call aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers associated with such aggregated telecommunications business.

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

SATLINK 3000, INC. D/B/A  
INDEPENDENT NETWORK SERVICES

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

Not applicable.

(a) Provide proof of compliance with the foreign 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 the 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.

See: Attachment I

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

National Registered Agents Services, Inc.  
526 East Park Avenue  
Tallahassee, Florida 32301

(c) Provide proof of compliance with the fictitious name statute (Chapter 805.09 FS), if applicable.

Fictitious name registration number: Not applicable.

9. (Continued)

(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.**

No officer, director or stockholder of the Company has been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime. No officer, director or stockholder of the Company is involved in proceedings which may result in such action.

- (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 the company, give reason why not.**

No officer, director or stockholder of the Company is an officer, director, partner or stockholder in any other Florida certificated telephone company.



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

(a) The application:

Mark G. Lammert  
Consultant to Satlink 3000, Inc.  
Technologies Management, Inc.  
P.O. Drawer 200  
Winter Park, FL 32790-0200  
Telephone: (407) 740-8575  
Facsimile: (407) 740-0613

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

Peter Stazzone, President and Chief Executive Officer  
Satlink 3000, Inc. d/b/a  
Independent Network Services  
5050 N. 19<sup>th</sup> Avenue, Suite 417  
Phoenix, Arizona 85015  
Telephone: (602) 335-1231  
Facsimile: (602) 335-1577

(c) Tariff:

Mark G. Lammert  
Consultant to Satlink 3000, Inc.  
Technologies Management, Inc.  
P.O. Drawer 200  
Winter Park, FL 32790-0200  
Telephone: (407) 740-8575  
Facsimile: (407) 740-0613

(d) Complaints/Inquiries from Customers:

Peter Stazzone, President  
Telephone: (800) 288-0089

**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.**

The Company is certificated to operate as an interexchange carrier in 15-20 states.

- (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 carrier or other telecommunications entity, and the circumstances involved.**

None.

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

- |   |                                    |
|---|------------------------------------|
| <input type="checkbox"/> Facilities   | <input type="checkbox"/> Operators |
| <input type="checkbox"/> Billing and Collection                                 | <input type="checkbox"/> Sales     |
| <input type="checkbox"/> Maintenance  |                                    |
| <input checked="" type="checkbox"/> Other: <u>None anticipated at this time</u> |                                    |

**13. Do you have a marketing program?**

Yes.

**14. Will your marketing program:**

- Pay commissions?
- Offer sales franchises?
- Offer multi-level sales incentives?
- Offer other sales incentives?

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

Sales compensation is partly based upon commissions paid on collected revenues.

**16. Who will receive the bills for your 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 checked="" type="checkbox"/> Hotels & motels  | <input type="checkbox"/> Hotel & motel guests                 |
| <input checked="" type="checkbox"/> Universities   | <input checked="" type="checkbox"/> Univ. dormitory residents |
| <input checked="" type="checkbox"/> Other:(specify) <u>Anyone who uses the Company's service</u> |   |

**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?**

The Company's name will appear on the customer bill along with a telephone number for billing inquiries.

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

The Company will render bills for it 1+ services directly. Once the Company has finalized its operator services arrangements, certain operator assisted calls will be billed through a third party clearinghouse not yet selected.

**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 Attachment IV.

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

- MTS with distance sensitive per minute rates
  - Method of access is FGA
  - Method of access is FGB
  - 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
- 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.
- 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 ex. 1.544 mbps, DS-3, etc.)
- Travel service
  - Method of access is 950
  - Method of access is 800
- 900 service
- Operator Services
  - Available to presubscribed Customers
  - Available to non presubscribed Customers (for example, 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 carrier services that were checked in interexchange carrier services included (above).

For direct dialed calls: 1 + destination number

For Operator Assisted calls: 0 + destination number from presubscribed locations

21. Other:

Not applicable.

APPENDIX A

CERTIFICATE OF TRANSFER STATEMENT

I, \_\_\_\_\_, current holder of certificate number \_\_\_\_\_, have reviewed this application and join in the petitioner's request.

**Not Applicable.**

\_\_\_\_\_  
Signature of owner or chief  
officer of the certificate holder.

Title: \_\_\_\_\_

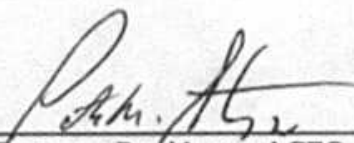
Date: \_\_\_\_\_

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.)

  
\_\_\_\_\_  
Peter Stazzone, President and CEO  
Satlink 3000, Inc. d/b/a  
Independent Network Services

Date: 12-23-98



APPENDIX C

INTRASTATE NETWORK

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

- |          |    |
|----------|----|
| 1) None. | 2) |
| 3)       | 4) |

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

- |          |    |
|----------|----|
| 1) None. | 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.**

<u>POP-to-POP</u>	<u>TYPE</u>	<u>OWNERSHIP</u>
1) None		
2)		
3)		

Independent Network Services does not maintain any interexchange carrier points of presence, switches or transmission facilities within the State of Florida. Originating calls are transported over facilities provided by the Company's underlying carrier(s).

APPENDIX D

FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES

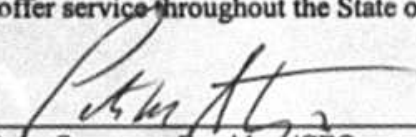
Describe the service area in which you hold yourself out to provide service by telephone company exchange. If all services listed in your tariff are not offered at all locations, so indicate.

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).

Jacksonville  
Gainesville  
Daytona Beach  
Ocala  
Orlando  
Cocoa  
Melbourne  
West Palm Beach  
Miami  
Pensacola  
Panama City  
Tallahassee  
Titusville

Tampa  
Clearwater  
St. Petersburg  
Lakeland  
Winter Park  
Ft. Lauderdale  
Pompano Beach  
Hollywood  
North Dade  
Sarasota  
Ft. Myers  
Naples

The Company intends to offer service throughout the State of Florida.

  
\_\_\_\_\_  
Peter Stazzone, President/CEO  
Satlink 3000, Inc. d/b/a  
Independent Network Services

12-23-98  
\_\_\_\_\_  
Date

**ATTACHMENT I**  
**AUTHORITY TO OPERATE IN FLORIDA**  
**AND**  
**ARTICLES OF INCORPORATION**

Satlink 3000, Inc. was incorporated in Nevada on April 24, 1998.

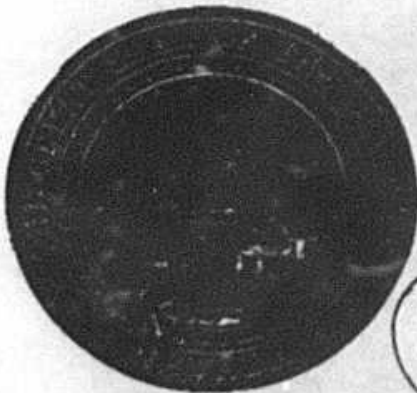
## SECRETARY OF STATE

**CERTIFICATE OF EXISTENCE  
WITH STATUS IN GOOD STANDING**

I, DEAN HELLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, limited-liability companies, limited partnerships, and limited-liability partnerships pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence, SATLINK 3000, INC. as a corporation duly organized under the laws of Nevada and existing under and by virtue of the laws of the State of Nevada since April 24, 1998, and is in good standing in this state.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office, in Carson City, Nevada, on August 25, 1998.



*Dean Heller*  
Secretary of State  
By *Laquetia Wynn*  
Certification Clerk

**FILED**  
IN THE OFFICE OF THE  
SECRETARY OF STATE OF THE  
STATE OF NEVADA

APR 24 1998

No. C9408-1998  
*Dean Heller*  
DEAN HELLER, SECRETARY OF STATE

**Articles of Incorporation**  
**of**  
**SATLINK 3000, INC.**

The undersigned natural person, who is at least eighteen (18) years of age, for the purpose of forming a Private Corporation, under and subject to the provisions of NRS 78.010, et seq., hereby adopts the following Articles of Incorporation:

**ARTICLE I**  
**NAME**

The name of the Corporation shall be: **SATLINK 3000, INC.**

**ARTICLE II**  
**REGISTERED OFFICE and REGISTERED AGENT**

The registered office of the Corporation shall be located at 400 West King St., #302, Carson City, NV. 89703. The initial Registered Agent at such address is Capitol Document Services, Inc. The Board of Directors may establish, from time to time, other places of business within and without the State of Nevada for the conduct of its business.

**ARTICLE III**  
**DURATION**

The Corporation shall have perpetual existence.

**ARTICLE IV**  
**PURPOSE**

The Corporation is organized for the purpose, object and nature of transacting any and all lawful business for which corporations may be incorporated under the laws of the State of Nevada, as amended from time to time.

**ARTICLE V**  
**AUTHORIZED CAPITAL**

The amount of common capital stock authorized shall be (i) One Hundred Million (100,000,000) shares of common stock, \$0.001 par value, and (ii) Five Million (5,000,000) shares of preferred stock, \$0.001 par value. Each of said shares of stock shall be paid for and issued at such times and in such manner as the Board of Directors may designate. All of said stock may be issued for real property, personal property or services, upon approval of the Board of Directors, and such shares shall be deemed fully paid for and non-

assessable. Authority shall vest in the Board of Directors to change the class, the number of each class of stock, and the voting powers, designations, preferences, limitations, restrictions, and relative rights of each class of stock.

**ARTICLE VI**  
**LIMITED LIABILITY and INDEMNIFICATION**  
**OF OFFICERS AND DIRECTORS**

No officer or Director of the Corporation shall be liable to the Corporation or its shareholders for the damages for the breach of a fiduciary duty as a Director or Officer other than: (a) acts or omissions which involved intentional misconduct, fraud or a known violation of the law; or (b) the payment of dividends in violation of NRS 78.300.

The Corporation may purchase or maintain insurance or make other financial arrangements on behalf of any person who is or was a Director, Officer, Employee, or Agent of the Corporation, or is or was serving at the request of the Corporation as a Director, Officer, Employee or Agent of another corporation, partnership, joint venture, trust or other enterprise for any liability asserted against him and liability and expenses incurred by him in his capacity as Director, Officer, Employee or Agent, or arising out of his status as such, whether or not the Corporation has the authority to indemnify him against such liability or expense.

The Corporation shall indemnify all of its Officers and Directors, past, present and future, and their respective heirs, executors and administrators, against any and all expenses incurred by them, and each of them, including, but not limited to, legal fees, judgments and penalties which may be incurred, rendered or levied in any legal action or administrative proceeding brought against them for any act or omission alleged to have been committed while acting within the scope of their duties as Officers and Directors of the Corporation.

The expenses of the Officers and Directors incurred and paid in advance of the final disposition of the action or proceeding, upon receipt of any undertaking by or on behalf of the Officer or Director, shall be subject to repayment by such Officer or Director if it is ultimately determined by a court of competent jurisdiction that he/she is not entitled to be indemnified by the Corporation. Such right of indemnification shall not be exclusive of any other rights of indemnification which the Officers or Directors may have or hereafter acquire. Without limitation of the foregoing, the Board of Directors may adopt by-laws or enter into individual agreements with one or more Officers or Directors from time to time to provide the fullest indemnification permitted by the Laws of the State of Nevada.

**ARTICLE VII**  
**BOARD OF DIRECTORS**

The business and affairs of the Corporation shall be conducted by a Board of Directors, the number of which shall be fixed and established by the By-Laws of the Corporation as from time to time amended. The initial Board of Directors will consist of one (1) director. The person who shall serve as director until the first annual meeting of shareholders or until his/her successor is elected and qualified is:

Preston J Shea, Esq.

3104 E. Camelback Rd., #427  
Phoenix, Arizona 85016-4595

The above named Director may, at any time prior to the first meeting of the Board of Directors, elect or appoint additional Directors, not exceeding the number set forth in the by-laws, to serve until his successors are elected and qualified. Thereafter, vacancies on the Board of Directors, however arising, may be filled from time to time by the remaining Directors.

The successors to the first Board of Directors shall be elected at the Annual Meeting of the Shareholders to be held on the date and at the time provided in the by-laws. The Directors shall hold office for one year or until they are removed or their successors have been duly qualified, as provided in the by-laws.

The Board of Directors shall elect or appoint a President, a Secretary, a Treasurer, a Registered Agent and such other Officers and Agents for the administration of the business of the Corporation as it shall from time to time determine. Such persons need not be stockholders of the Corporation or members of the Board of Directors.

#### ARTICLE VIII ASSESSMENTS

To the extent permitted by law, the private property of each and every Stockholder, Officer and Director of the Corporation, real or personal, tangible or intangible, now owned or hereafter acquired by any of them, is and shall forever be exempt from all debts and obligations of the Corporation.

#### ARTICLE IX NO PREEMPTIVE RIGHTS

Except as may otherwise be provided by the Board of Directors of the Corporation, no shareholder of any shares of stock of the Corporation shall have any preemptive right to purchase, subscribe for or otherwise acquire any shares of stock of the Corporation of any class now or hereafter authorized, or any securities exchangeable for or convertible into any such shares, or other instruments evidencing rights or options to subscribe for, purchase or otherwise acquire such shares.

#### ARTICLE X NO CUMULATIVE VOTING

Election of Directors of the Corporation shall be by majority vote of the shareholders. There shall be no cumulative voting.

#### ARTICLE XI INCORPORATORS

The names and addresses of the Incorporator executing these Articles of Incorporation is as follows:

Preston J. Shea, Esq.  
3104 E Camelback Rd., #427  
Phoenix, Arizona 85016-4595

SEE LAST PAGE/ARTICLE 20 98

Page 3

By: Mickelie Cobb 11/2/98  
Title: \_\_\_\_\_

See last page/ARTICLE 20 98

Page 4

**SATLINK 3000, INC. D/B/A  
INDEPENDENT NETWORK SERVICES**

**Profiles of Key Personnel**

**Peter M. Stazzone, President and Chief Executive Officer**

Mr. Stazzone is the President and Chief Executive Officer of the Company. He is a CPA and MBA with more than fifteen years of experience in strategic planning, operations, finance, and accounting, and has a proven track record in the development of systems & processes that increase productivity and efficiency.

Mr. Stazzone most recently served as President and Chief Financial Officer of TelSave Corporation, a telecommunication company based in Phoenix, Arizona. Mr. Stazzone previously served as a Principal and Chief financial Officer for Chicago based Paul Stepan & Associates, a private investment holding company involved in retail chains, manufacturing firms, real estate, hotels, and restaurants. Prior to that, Mr. Stazzone worked for the international public accounting firm of Spicer and Oppenheim.



## **Satlink 3000, Inc.**

### **Statement of Financial Capability**

The purpose of this document is to highlight the financial strengths of the Company and serve as the Company's Statement of Financial Capability.

Satlink 3000, Inc. has sufficient financial capability to provide the requested telecommunication services in Florida, the financial capability to maintain these services, and the financial capability to meet its lease and ownership obligations. Attached are the balance sheet and income statement of Satlink 3000, Inc. as of December 1, 1998.

Some of the highlights include:

- Cash & cash equivalent balance of \$20,668
- Minimal long term debt
- Positive stockholders equity
- Gross profit of 31.34%

The Company is analyzing its expenses and relationship to revenues in order to get its expenses under control. Throughout the next 3-6 months the General & Administrative expenses will be reduced significantly.

The Company has access to additional sources of cash via cash infusions from stockholders, sale of preferred stock and other equity financing sources. The Company also has access to credit financing sources via lines of credit, loans, capital leases on future purchases of equipment, etc. There are a myriad of options for the Company to obtain additional sources of cash. At this point, the Company does not anticipate needing to use any of these sources.

#### Summary

The Company has sufficient financial capability to provide the requested telecommunication services, sufficient financial capability to meet all lease and ownership obligations, and sufficient financial capability to maintain a large Customer base.

**Satlink 3000, Inc.**  
**Income Statement**  
**For the Eleven Months Ending November 30, 1998**

**Revenues**

Sales	\$ 314,794
Less: Cost of Goods Sold	\$ 216,137
Gross Profit	<u>\$ 98,657</u>
Gross Profit Percentage	31.34%

**General & Administrative Expenses**

Payroll & Compensation	\$ 93,122
Customer Service	61,470
Billing	27,810
Sales & Advertising	22,673
Telephone & Utilities	18,944
Rent	12,626
Insurance	3,845
Licenses & Permits	14,686
Professional Fees	29,444
Travel & Entertainment	9,238
Taxes	<u>246</u>
Total G&A Expenses	\$ 294,104
Net Income (Loss)	<u><u>\$ (195,447)</u></u>

**ATTACHMENT IV**

**PROPOSED TARIFF**

**TITLE PAGE**

**FLORIDA TELECOMMUNICATIONS TARIFF**

**OF**

**SATLINK 3000, INC. D/B/A**

**INDEPENDENT NETWORK SERVICES**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunication services provided by SATLINK 3000, INC. d/b/a Independent Network Services with principal offices located at 5050 N. 19th Avenue, Suite 417, Phoenix, Arizona 85015. This tariff applies for services furnished within the State of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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\*\* Material now located on this sheet was previously found on Sheet 4.

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**SYMBOLS**

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

**D - Delete or Discontinue**

**I - Change Resulting in an Increase to a Customer's Bill**

**M - Moved from another Tariff Location**

**N - New**

**R - Change Resulting in a Reduction to a Customer's Bill**

**T - Change in Text or Regulation but no Change in Rate or Charge.**

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 above mentioned symbols.

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**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 their tariff approval process, the most current sheet number on file with the Commission is not always the tariff pages in effect. Consult the check sheet for sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a tariff filing is made with the FPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

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**SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS**

**1.1 Abbreviations**

The following abbreviations are used herein only for the purposes indicated below:

C.O.	-	Central Office
Corp.	-	Corporation
FCC	-	Federal Communications Commission
FPSC	-	Florida Public Service Commission
INS	-	Independent Network Services
IXC	-	Interexchange Carrier
LATA	-	Local Access and Transport Area
LEC	-	Local Exchange Carrier
MTS	-	Message Telecommunications Service
PBX	-	Private Branch Exchange

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**SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd.)**

**1.2 Definitions**

**Access Line** - An arrangement which connects the Customer's location to a Company switching center or point of presence.

**Authorized User** - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Carrier's service.

**Available Usage Balance** - The amount of usage remaining in a Debit Account at any particular point in time. Each Debit Account begins with an initial usage amount which is depleted as services provided by the Company are utilized by the Customer.

**Called Party** - The person, individual, corporation, or other entity whose telephone number is called by the End User. For calls placed on an Collect Billing basis, the Called Party accepts responsibility for payment of the charges for use of the Company's network.

**Collect Billing** - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

**Commission** - The Florida Public Service Commission.

**Company or Carrier** - SATLINK 3000, INC. d/b/a Independent Network Services unless otherwise clearly indicated by the context.

**Customer** - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

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**SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd.)**

**1.2 Definitions**

**Debit Account** - An account which consists of a pre-paid usage balance depleted on a real time basis during each Debit Service Call.

**Debit Card** - A card issued by the Company which provides the Customer with a Personal Account Code and instructions for accessing the Carrier's network.

**Debit Service Call** - A service accessed via a "1-800" or other access code dialing sequence whereby the Customer or Authorized User dials all of the digits necessary to route a call. Network usage for each call is deducted from the available usage balance on a Company-issued Debit Account.

**End User** - Any person, firm, corporation, partnership or other entity which uses the services of the Carrier under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

**Holidays** - Holidays observed by the Carrier as specified in this tariff.

**LATA** - Local access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange company provides communications services.

**LEC** - Local Exchange Company

**Operator Dialed Surcharge** - This charge applies to calls when the user dials "00" only or any valid company operator access code and requests that the operator dial the destination number.

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**SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd.)**

**1.2 Definitions**

**Operator Station Call** - A service whereby caller places a non-Person to Person call with the assistance of an operator (live or automated).

**Person to Person Call** - A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

**Personal Account Code** - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's network which identifies the Debit Account from which charges for service shall be debited and which validates the caller's authorization to use the services provided.

**Premises** - A building or buildings on contiguous property.

**Renewal** - A method of replenishing a Debit Account's Available Usage Balance with additional minutes of use as authorized and paid for by the Customer.

**Third Party Billing** - A billing arrangement 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.

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**SECTION 2.0 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

- 2.1.1 The Company is a resale common carrier providing intrastate communications long distance message toll telephone service to Customers for the transmission and reception of voice, data, and other types of communications.
- 2.1.2 The Company offers intrastate telecommunications service in conjunction with interstate service.
- 2.1.3 Long distance usage charges are based on the actual usage of the Company's network. Chargeable time begins when a connection is established between the calling station and the called station. Chargeable time ends when either party "hangs up" thereby releasing the network connection.
- 2.1.4 No charges apply to incomplete calls.
- 2.1.5 Service is provided twenty-four (24) hours per day, seven (7) days a week.

**2.2 Applicability of Tariff**

This tariff is applicable to telecommunications services provided by the Company within the state of Florida.

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**SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)**

**2.3 Payment and Credit Regulations**

**2.3.1 Payment Arrangements**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Florida PSC. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this tariff.

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**SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)**

**2.3 Payment and Credit Regulations, (Cont'd.)**

**2.3.1 Payment Arrangements, (cont'd)**

The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via their authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code.

**2.3.2 Deposits**

The Company does not require a deposit from the Customer or Subscriber.

**2.3.3 Advance Payments**

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

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**SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)**

**2.3 Payment and Credit Regulations, (Cont'd.)**

**2.3.4 Taxes and Fees**

The Company shall charge the Customer an amount sufficient to recover any governmental assessments, fees, license, or other similar taxes or fees imposed upon the Company.

- .1 For Debit Service, taxes or fees shall be included in the rates and charges stated in the Company's rate schedule for this service.
- .2 For all other services offered by the Company, taxes and fees shall be added pro-rata, insofar as practical, to the rates and charges stated in the Company's rate schedules and listed as separate line items on the Customer's bill for services provided.

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**SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)**

**2.4 Refunds or Credits for Service Outages or Deficiencies, (Cont'd.)**

**2.4.2 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

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**SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)**

**2.5 Liability**

- 2.5.1** The liability of the Carrier for its willful misconduct or gross negligence which is the sole legal cause of damage or injury is not limited by this tariff. With respect to any other claim or suit, by a Subscriber or by any others, for damages associated with acts or omissions involving initiation, installation, provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, the Carrier's liability, if any, is limited to 1/30 of the monthly charge for service affected for each 24-hour period during which such failure of service occurs and is reported to or known by the Carrier. For services for which no monthly charge applies, the actual credit for outages is limited to the prorated charge for the period during which the call was interrupted. In addition, Subscriber credits for interrupted service will be issued, where applicable, in accordance with the provisions of Section 2.4.
- 2.5.2** In no event will Carrier be responsible for consequential damages or lost profits suffered by Subscriber on account of interrupted or unsatisfactory service unless Carrier is found to have been willfully negligent.
- 2.5.3** The Carrier is not liable for any act or omission of any other company or companies furnishing a portion of the service.

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**SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)**

**2.5 Liability, (cont'd.)**

**2.5.4** The Carrier shall be indemnified and held harmless by the Customer against:

- a. Claims for libel, slander, infringement of copyright or unauthorized use of any trade mark, trade name or service mark arising out of the material, data, information, or other content transmitted by the Customer over the Carrier's facilities; and
- b. Claims for patent infringement arising from combining or connecting the Carrier's facilities with apparatus and systems of the Customer; and
- c. All other claims arising out of any act or omission of the Customer in connection with any service provided by the Carrier.

**2.5.5** The Carrier will make no refund of overpayments by a Subscriber unless the claim for such overpayment together with proper evidence be submitted within one (1) year from the date of alleged overpayment unless billing records prepared by the Company can be produced which would justify a credit beyond one year.

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**SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)**

**2.6 Minimum Service Period**

The minimum service period is one month (30 days), unless otherwise specified by tariff or contract.

**2.7 Cancellation by Customer**

Unless otherwise specified elsewhere in this tariff or by mutually accepted contract between the Customer and the Company, service may be canceled by the Subscriber or Customer on not less than 30 days prior written notice to the Company.

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**SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)**

**2.8 Refusal or Discontinuance by Company**

**2.8.1** Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Customer travel cards when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore services as soon as it can be provided without undue risk, and will upon request by the Customer, assign new travel card codes to replace ones that have been deactivated.

**2.8.2** The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given 15 days notice to comply with any rule or remedy any deficiency:

- (A) For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- (B) For use of telephone service for any purpose other than that described in the application.
- (C) For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.

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**SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)**

**2.8 Refusal or Discontinuance by Company, (Cont'd.)**

**2.8.2 (cont'd.)**

- (D) For noncompliance with or violation of Commission regulation or the Company's rules and regulations on file with the Commission, provided five (5) working days' written notice is given before termination.
- (E) For nonpayment of bills, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases. Such notice will be provided in a mailing separate from the customer's regular monthly bill for service.
- (F) Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
- (G) Without notice in the event of tampering with the equipment or services owned by the Company or its agents.
- (H) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

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**SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)**

**2.8 Refusal or Discontinuance by Company, (Cont'd.)**

**2.8.2 (cont'd.)**

- (I) Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.
- (J) For periods of inactivity over sixty (60) days.

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**SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)**

**2.9 Limitations of Service**

- 2.9.1** Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.9.2** The Company reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of law.
- 2.9.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.9.4** The Company reserves the right to discontinue the offering of service or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

**2.10 Use of Service**

Service may be used for any lawful purpose for which it is technically suited. Customers or Subscribers reselling or rebilling the Company's Florida intrastate service must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

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**SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)**

**2.11 Employee Concessions**

[Reserved for future use]

**2.12 Terminal Equipment**

Company's facilities and service may be used with or terminated in Customer-provided or Subscriber-provided terminal equipment or systems, such as PBXs, key systems, multiplexers, repeaters, signaling sets, teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the Customer or Subscriber, except as otherwise provided. Subscriber or Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Company's service.

**2.13 Applicable Law**

This tariff shall be subject to and construed in accordance with Florida law.

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**SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)**

**2.14 Cost of Collection and Repair**

Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. The Customer or the Subscriber is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

**2.15 Tests, Pilots, Promotional Campaigns and Contests**

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for winner of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time the Company may waive all processing fees for a Customer.

These promotions will be approved by the FPSC with specific starting and ending dates with promotions running under no circumstances longer than 90 days in any twelve month period.

**2.16 Other Rules**

**2.16.1** The Company reserves the right to validate the credit worthiness of Customers or Authorized Users through available verification procedures. Where a travel card code cannot be validated, the Customer or Authorized User may be required to provide an acceptable alternate billing method or the Carrier may refuse to place the call.

**2.16.2** The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers or Customers as required to meet changing regulations, rules or standards of the FPSC.

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**SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)**

**2.17 Special Conditions Applicable to Operator Services, (cont'd.)**

2.17.2 Any applicable surcharges billed at check out time by a hotel/motel Subscriber for local or long distance calls must also be stated on the tent card. Subscriber surcharges will not be billed on telephone bills by the Company.

2.17.3 So long as Florida Rules require, IntraLATA "0+" calls and all "0-" (zero minus) calls will be routed to the local exchange carrier. Where the capability exists, the local exchange carrier will route 0- interLATA calls to the presubscribed carrier of the access line. In all other cases the local carrier will route 0- interLATA calls as determined by applicable state and federal laws.

2.17.4 Calls handled and billed by the Company will be audibly and distinctly branded at the beginning and end of the operator treatment portion of the call and prior to the commencement of billing. Callers may disconnect from the call after the brand and prior to connection without incurring any call charges.

**2.18 Miscellaneous Rates and Charges**

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to payphone service providers for the use of their payphones to access the Company's service.

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**SECTION 3.0 - DESCRIPTION OF SERVICE**

**3.1 General**

The Company provides intrastate, interexchange switched and dedicated telecommunications services between locations in Florida. The Company's service includes direct-dialed calling with charges based upon call duration, mileage, and/or total volume.

**3.2 Quality and Grade of Service Offered**

**Minimum Call Completion Rate** - Customers can expect a call completion rate of not less than 90% during peak use periods for Feature Group D 1+ dialing. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd.)**

**3.3 Time of Day Rate Periods**

Unless otherwise specified, applicable rate periods (Day, Evening, Night/Weekend) are indicated in the chart below:

Day Rate Period: Monday through Friday, 8:00 AM to 5:00 PM\*

Evening Rate Period: Sunday through Friday, 5:00 PM to 11:00 PM\*

Night/Weekend Rate Period: All days, 11:00 PM to 8:00 AM\* Saturday 8:00 AM to Sunday 5:00 PM\*

\* To, but not including

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00AM TO 5:00PM	DAYTIME RATE PERIOD						
5:00PM TO 11:00PM*	EVENING RATE PERIOD						EVE
11:00PM TO 8:00AM*	NIGHT/WEEKEND RATE PERIOD						

\* to, but not including

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd.)**

**3.5 Calculation of Distance**

Usage charges for mileage sensitive services vary based on the type of service subscribed to by the Customer. For services utilizing switched access, mileage measurements for rate schedules are based on the distance in airline miles between rate centers associated with the originating and terminating stations. For services utilizing dedicated access, mileage measurements for rate schedules are based on the distance in airline miles between the Company's network access point associated with the station utilizing Dedicated Access Origination/Termination and the rate center associated with the called/calling station.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by BellCore (Bell Communications Research), in the following manner:

- Step 1: Obtain the "V" and "H" coordinates for the serving wire center or network access point serving the Customer's location and the called/calling station.
- Step 2: Obtain the difference between the "V" coordinates. Obtain the difference between the "H" coordinates.
- Step 3: Square the differences obtained in Step 2.
- Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating locations of the call.

Formula:

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

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd.)**

**3.6 Call Timing**

- 3.6.1** Long distance usage charges are based on the actual usage of the Company's network. Chargeable time begins when the calling and the called station are connected.
- 3.6.2** Chargeable time ends when the calling service point terminates, thereby releasing the network connection.
- 3.6.3** Unless otherwise specified in this tariff, the minimum call duration for billing purposes is one (1) minute.
- 3.6.4** Unless otherwise specified in this tariff, usage is measured and rounded in one (1) minute increments for billing purposes.
- 3.6.5** No charges apply to unanswered calls.

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd.)**

**3.7 Schedule 1: Prime Time**

Prime Time is a switched access service offering intrastate outbound calling offered to Customers served by equal access end offices. Calls are billed in six (6) second increments after an initial minimum call duration of eighteen (18) seconds. Interstate service is offered in conjunction with intrastate service and intrastate usage is combined with interstate usage for calculation of interstate discounts and waivers. Company-issued calling cards are available to Customers upon request. Customers who pay all current charges prior to due date of the bill shall be credited a total of 2% of the payment on their next month's bill. Plan S12 is offered to Customers with no minimum usage commitment. Plan S24 is offered to Customers who commit to a minimum monthly usage of \$1,000 per month. S24 Customers who fail to meet the minimum usage commitment for two consecutive months will be switched, upon one billing cycle notification, to Plan S12.

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd.)**

**3.9 Schedule 3: Prime T1**

Prime T1 dedicated access service offering intrastate outbound calling from Customer-provided dedicated access lines. Calls are billed in six (6) second increments after an initial minimum call duration of eighteen (18) seconds. Interstate service is offered in conjunction with intrastate service and intrastate usage is combined with interstate usage for qualifying for interstate discounts and waivers. Company-issued calling cards are provided to Customers upon request. Customers who pay all current charges prior to due date of the bill shall be credited a total of 2% of the payment on their next month's bill. Plan D12 is offered to Customers with no minimum usage commitment. Plan D24 is offered to Customers who commit to a minimum monthly usage of \$2,500 per month. D24 Customers who fail to meet the minimum usage commitment for two consecutive months will be switched, upon one billing cycle notification, to Plan D12.

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd.)**

**3.10 Schedule 4: Prime T1 Toll Free (i.e., 800/888 numbers)**

Prime Time is an inbound calling service in which the charges for the call are billed to the Customer rather than the originating party. Calls terminate on Customer-provided dedicated access service line(s). Calls are billed in six (6) second increments after an initial minimum call duration of thirty (30) seconds. Interstate service is offered in conjunction with intrastate service and intrastate usage is combined with interstate usage for qualifying for interstate discounts and waivers. Customers who pay all current charges prior to due date of the bill shall be credited a total of 2% of the payment on their next month's bill. Plan D12 is offered to Customers with no minimum usage commitment. Plan D24 is offered to Customers who commit to a minimum monthly usage of \$3,000 per month. D24 Customers who fail to meet the minimum usage commitment for two consecutive months will be switched, upon one billing cycle notification, to Plan D12.

A monthly service charge applies per toll-free number assigned to the Customer.

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd.)**

**3.11 Schedule 5: Debit Card Service**

Debit Card Service allows Customers to place direct dialed calls between locations within the state of Florida. Customers access the Company's network by dialing a Toll Free (i.e. 800/888) number or other access dialing sequence and entering a Personal Account Code. The Company's system informs the Customer of the Available Usage Balance remaining in his/her Debit Account and prompts the Customer to place a call by entering a destination telephone number. Network usage for calls placed is deducted from the Available Usage Balance in the Customer's account on a real time basis as the call progresses. Customers purchase a Debit Card which assigns each Customer a Debit Account, provides each Customer with a Personal Account Code and lists instructions for accessing and using Carrier's service. Debit Cards are available in varying denominations.

Purchase of a Debit Card entitles the Customer to use the Company's network for a number of minutes equivalent to the card denomination divided by the effective per minute rate. The Customer's right to utilize network usage within a given Debit Account expires one year after issuance and activation of the Debit Card associated with that Debit Account number. No minimum service period applies. Payment for Debit Card Services and any Available Usage in a Customer's Debit Account is nonrefundable. Any unused balances will be applied toward renewal value of the card account.

Debit Card service rates are not distance or time of day sensitive. Holiday discounts do not apply. Network usage for Debit Card Calls is deducted from the Available Usage Balance in Customer's Debit Account in full minute increments. For debiting purposes, the minimum call usage is one (1) minute; one domestic minute is equal to one unit.

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd.)**

**3.12 Directory Assistance**

A Directory Assistance charge applies per intrastate directory assistance calls made from points within the State of Florida. The Customer may make two requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the Operator is able to supply the requested number. Discounts are not applicable to Directory Assistance Charges. Directory Assistance Charges are not included in usage commitments or computed in any discount calculations.

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd.)**

**3.13 Operator Services**

**3.13.1 General**

Operator Services allow Customers to place calls using operator assistance for call completion or billing.

Usage charges and an appropriate service charge will be assessed on a per call basis. For calls made using a telephone company card, acceptance of the card will be dependent upon the Company's ability to verify the card as valid. Only those cards accepted by the Company may be used for Operator Services. The Company reserves the right to verify acceptance of charge prior to billing charges to a third party number.

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd.)**

**3.13 Operator Services, (cont'd.)**

**3.13.2 Operator Dialed Surcharge**

This surcharge applies in addition to usage charges and per call service charges for calls billed to other than a calling card when the Customer could dial the digits necessary to route and bill the calls, but elects to have the Company's operator do so instead.

APPLICATION OF OPERATOR DIALED SURCHARGE TYPE OF CALL	OPERATOR SERVICE CHARGE	OPERATOR DIALED SURCHARGE
Dial Station (customer dialed 1+)	No	No
Customer Dialed Calling Card Station (0+)	Yes	No
Operator Station (customer dialed 0+) collect, billed to a third number	Yes	No
Operator Station (operator dialed 0-) collect, billed to third number, sent paid	Yes	Yes
Operator Dialed Calling Card Station (operator dialed 0-) billed to a calling card	Yes	No
Person to Person (customer dialed 0+) collect, billed to third number, calling card, sent paid	Yes	No
Person to Person (operator dialed 0-) collect, billed to third number, sent paid	Yes	Yes
Person to Person (operator dialed 0-) billed to a calling card	Yes	No

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**SECTION 4.0 - RATES, (CONT'D.)**

**4.2 Discounts for Hearing Impaired Customers**

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the off-day rate during business day hours. Discounts do not apply to per call add-on charges for services when the call is placed by a method that would normally incur the surcharge.

**4.3 Emergency Call Exemptions**

The following calls are exempted from all charges: Emergency calls to recognizable authorized civil agencies including police, fire, ambulance, bomb squad and poison control. Frontier will only handle these calls if the caller dials all of the digits to route and bill the call. Credit will be given for any billed charges pursuant to this exemption on a subsequent bill after verified notification by the billed Customer within thirty (30) days of billing.

**4.4 Operator Assistance for Handicapped Persons**

Operator station surcharges will be waived for operator assistance to a caller who identified him or herself as being handicapped and unable to dial the call because of the handicap.

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**SECTION 4.0 - RATES, (CONT'D.)**

**4.5 Directory Assistance Charges for Handicapped Persons**

Presubscribed residential Customers or authorized users of Customers' services who are certified as handicapped are exempt from applicable Directory Assistance charges for the first 50 directory assistance calls per month.

**4.6 Telecommunications Relay Service Rates**

For toll calls received from the relay service, call charges shall be discounted by 50% from the otherwise applicable usage rate for a voice nonrelay call, except that where the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent.

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SECTION 4.0 - RATES, (CONT'D.)

4.7 Schedule 1: Prime Time Rates

	<u>Plan S12</u>	<u>Plan S24</u>
Intrastate, per minute	\$0.2100	\$0.1700
Calling Card, per minute	\$0.2500	\$0.2500
Calling Card, per call	\$0.2500	\$0.2500

4.8 Schedule 2: Prime Time 800

	<u>Plan S12</u>	<u>Plan S24</u>
IntraState, per minute	\$0.2100	\$0.2000
Monthly Fee	\$10.00	\$10.00

4.9 Schedule 3: Prime T1

	<u>Plan D12</u>	<u>Plan D24</u>
Intrastate, per minute	\$0.1100	\$0.1050
Calling Card, per minute	\$0.2500	\$0.2500
Calling Card, per call	\$0.2500	\$0.2500

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SECTION 4.0 - RATES, (Cont'd.)

4.10 Schedule 4: Prime T1 Toll Free (i.e., 800/888 numbers)

	<u>Plan D12</u>	<u>Plan D24</u>
IntraState, per minute	\$0.1250	\$0.1150
Monthly Fee	\$10.00	\$10.00

4.11 Schedule 5: Debit Card Service

<u>Face Value of Card(s)</u>	<u>Rate Per Minute</u>
30 Units	\$0.333
90 Units	\$0.277
180 Units	\$0.222
480 Units	\$0.208

4.12 Directory Assistance

Per call to Director's Assistance: \$ .85

4.13 Operator Services

	<u>Per Call</u>
Customer Dialed Calling Card	\$1.00
Operator Dialed Calling Card	\$1.75
Operator Station	
Collect	\$1.75
Third Party Billed	\$1.75
Person to Person	\$3.25
Operator Dialed Surcharge	\$1.15

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**SECTION 4.0 - RATES, (Cont'd.)**

**4.12 Operator Services, (cont'd.)**

**4.12.3 Usage Charges**

**Customer Dialed Calling Card Call InterLATA**

Mileage	Day Rate Period		Evening Rate Period		Night/Weekend Rate Period	
	Initial Period	Add'l Period	Initial Period	Add'l Period	Initial Period	Add'l Period
1-10	\$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
430-624	\$2800	\$2800	\$2100	\$2100	\$1600	\$1600

**Customer Dialed Calling Card Call IntraLATA**

Mileage	Day Rate Period		Evening Rate Period		Night/Weekend Rate Period	
	Initial Period	Add'l Period	Initial Period	Add'l Period	Initial Period	Add'l Period
1-10	\$1800	\$1800	\$1300	\$1300	\$1100	\$1100
11-22	\$2000	\$2000	\$1500	\$1500	\$1200	\$1200
23-55	\$2300	\$2300	\$1700	\$1700	\$1300	\$1300
56-124	\$2500	\$2500	\$1700	\$1700	\$1400	\$1400
125-292	\$2600	\$2600	\$1800	\$1800	\$1400	\$1400

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**SECTION 4.0 - RATES, (Cont'd.)**

**4.12 Operator Services, (cont'd.)**

**4.12.4 Usage Charges, (cont'd.)**

**Operator Station Call InterLATA**

Mileage	Day Rate Period		Evening Rate Period		Night/Weekend Rate Period	
	Initial Period	Add'l Period	Initial Period	Add'l Period	Initial Period	Add'l Period
1-10	\$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
430-624	\$2800	\$2800	\$2100	\$2100	\$1600	\$1600

**Operator Station Call IntraLATA**

Mileage	Day Rate Period		Evening Rate Period		Night/Weekend Rate Period	
	Initial Period	Add'l Period	Initial Period	Add'l Period	Initial Period	Add'l Period
1-10	\$1800	\$1800	\$1300	\$1300	\$1100	\$1100
11-22	\$2000	\$2000	\$1500	\$1500	\$1200	\$1200
23-55	\$2300	\$2300	\$1700	\$1700	\$1300	\$1300
56-124	\$2500	\$2500	\$1700	\$1700	\$1400	\$1400
125-292	\$2600	\$2600	\$1800	\$1800	\$1400	\$1400

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SECTION 4.0 - RATES, (Cont'd.)

4.12 Operator Services, (cont'd.)

4.12.5 Usage Charges, (cont'd.)

Person to Person Call InterLATA

Mileage	Day Rate Period		Evening Rate Period		Night/Weekend Rate Period	
	Initial Period	Add'l Period	Initial Period	Add'l Period	Initial Period	Add'l Period
1-10	\$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
430-624	\$2800	\$2800	\$2100	\$2100	\$1600	\$1600

Person to Person Call IntraLATA

Mileage	Day Rate Period		Evening Rate Period		Night/Weekend Rate Period	
	Initial Period	Add'l Period	Initial Period	Add'l Period	Initial Period	Add'l Period
1-10	\$1800	\$1800	\$1300	\$1300	\$1100	\$1100
11-22	\$2000	\$2000	\$1500	\$1500	\$1200	\$1200
23-55	\$2300	\$2300	\$1700	\$1700	\$1300	\$1300
56-124	\$2500	\$2500	\$1700	\$1700	\$1400	\$1400
125-292	\$2600	\$2600	\$1800	\$1800	\$1400	\$1400

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**SECTION 5.0 - PROMOTIONS**

**5.1 Promotional Offerings - General**

From time to time, the Company may provide promotional offerings to introduce a current or potential Customer to a service not being used by the Customer. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or nonrecurring charges.

**5.2 Demonstration of Calls**

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

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