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October 26, 1998

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Florida Public Service Commission  
Division of Administration  
2540 Shumard Oak Boulevard  
Gerald Gunter Building  
Tallahassee, FL 32399-0850

981407-TX

Re: ALEC Application for Interlink Telephony, Inc.

Dear Madam or Sir:

Enclosed for filing please find an original and twelve (12) copies of the Application Form for Authority to Alternative Local Exchange Service on behalf of Interlink Telephony, Inc. ("Interlink"). Also enclosed please find Interlink's check in the amount of \$250.00, which is the required filing fee associated with this application.

Given that Interlink has yet to execute an interconnection agreement, Interlink's ALEC application includes a price list, but the price list does not include final prices. A final price list will be submitted to the Commission once Interlink executes an interconnection agreement.

PAY TO THE ORDER OF  
BARNETT BANK  
TALLAHASSEE, FL 32301  
063105693  
FOR DEPOSIT ONLY  
STATE TREASURER OF FLORIDA  
PUBLIC SERVICE COMMISSION  
FINANCE & ACCOUNTING  
LOCATION #5100650000  
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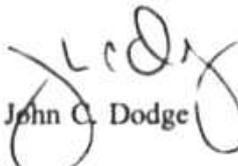
STATE OF FLORIDA REPORTING

Florida Public Service Commission  
October 26, 1998  
Page -2-

Kindly date-stamp as received the enclosed "Stamp & Return" copy, and return it to the undersigned in the FedEx envelope provided.

Any questions regarding this application may be directed to the undersigned.

Sincerely yours,



John C. Dodge

Enclosures

# ORIGINAL

## FLORIDA ALEC APPLICATION

1. This is an application for (check one):

**Original authority** (new company)

**Approval of transfer** (to another certificated company)

Example, a certificated company purchases an existing company and desires to retain the original certificate authority.

**Approval of assignment of existing certificate** (to a noncertificated company)

Example, a non-certificated company purchases an existing company and desires to retain the certificate of authority rather than apply for a new certificate.

**Approval for transfer of control** (to another certificated company)

Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of applicant:

*Interlink Telephony, Inc.*

3. A. National mailing address including street name, number, post office box, city, state, zip code, and phone number.

*8789 San Jose Boulevard  
Suite 201A  
Jacksonville, FL 32217  
904-636-0070*

- B. Florida mailing address including street name, number, post office box, city, state, zip code, and phone number.

*8789 San Jose Boulevard  
Suite 201A  
Jacksonville, FL 32217  
904-636-0070*

- C. Physical address of alternative local exchange service in Florida including street name, number, post office box, city, zip code and phone number.

*8789 San Jose Boulevard  
Suite 201A  
Jacksonville, FL 32217  
904-636-0070*

4. 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"/> Joint Venture       | <input type="checkbox"/> Other, Please explain: _____ |

5. If incorporated, please provide proof from the Florida Secretary of State that the applicant has authority to operate in Florida.

Corporate Charter Number: *P98000081886*

*Please see Exhibit C.*

6. Name under which the applicant will do business (d/b/a):

*Interlink Telephony, Inc.*

7. If applicable, please provide proof of fictitious name (d/b/a) registration.

*N/A*

Fictitious name registration number:

8. If applicant is an individual, partnership, or joint venture, please give name, title and address of each legal entity.

*N/A*

9. State whether any of the officers, directors, or any of the ten largest stockholders have previously been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, please explain.

*None of the officers, directors, or any of the ten largest stockholders of Interlink Telephony, Inc. have previously been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, nor might such actions result from pending proceedings.*

10. Please provide the name, title, address, telephone number, internet address, and facsimile number for the person serving as ongoing liaison with the Commission, and if different, the liaison responsible for this application.

*Don Swett, President  
Interlink Telephony, Inc.  
8789 San Jose Blvd.  
Suite 201A  
Jacksonville, FL 33217  
(V) 904-636-0070  
(F) 904-636-9820  
(Email) dswett@ilink.com*

*John C. Dodge  
Its Attorney  
Cole, Raywid & Braverman  
1919 Pennsylvania Ave., N.W., Ste. 200  
Washington, D.C. 20006  
(V) 202-659-9750  
(F) 202-452-0067  
(Email) jdodge@crblaw.com*

11. Please list other states in which the applicant is currently providing or has applied to provide local exchange or alternative local exchange service.

*N/A*

12. Has the applicant been denied certification in any other state? If so, please list the state and reason for denial.

*The applicant has not been denied certification in any other state.*

13. Have penalties been imposed against the applicant in any other state? If so, please list the state and reason for penalty.

*No penalties have been imposed against the applicant in any other state.*

14. Please indicate how a customer can file a service complaint with your company.

*A customer can file a service complaint with Interlink Telephony, Inc. by telephoning, writing, faxing, or emailing the company at the above-listed number and addresses. Any such complaints will be kept on file at the company for one (1) year, along with a narrative description of the resolution reached by the company.*

15. Please provide all available documentation demonstrating that the applicant has the following capabilities to provide alternative local exchange service in Florida.

A. Financial capability.

Regarding the showing of financial capability, the following applies:

The application should contain the applicant's financial statements for the most recent 3 years, including:

1. The balance sheet.
2. Income statement.
3. Statement of retained earnings.

*Applicant is a start-up company. Please see Exhibit D for Applicant's projected financial statements and associated certificate of their accuracy.*

Further, a written explanation, which can include supporting documentation, regarding the following should be provided to show financial capability.

*The financial ability of Interlink Telephony Inc. to provide local exchange telephone services is derived from the financial resources of its existing operations and affiliated companies. A copy of Interlink America's (Interlink Telephony's parent company) is included in Exhibit E.*

*Interlink Telephony, Inc. fully intends to be a strong and viable competitor in the local exchange business, and is prepared to provide all necessary financial support during the inevitable start-up period following entry into the business.*

1. Please provide documentation that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.

*Please see the answer to Question 15A, above, and documents supporting Interlink Telephony, Inc.'s financial capability in Exhibit E.*

2. Please provide documentation that the applicant has sufficient financial capability to maintain the requested service.

*Please see the answer to Question 15A, above, and documents supporting Interlink Telephony, Inc.'s financial capability in Exhibit E.*

3. Please provide documentation that the applicant has sufficient financial capability to meet its lease or ownership obligations.

*Please see the answer to Question 15A, above, and documents supporting Interlink Telephony, Inc.'s financial capability in Exhibit E.*

Note: This documentation may include, but is not limited to, financial statements, a projected profit and loss statement, credit references, credit bureau reports, and descriptions of business relationships with financial institutions.

If available, the financial statements should be audited financial statements.

If the applicant does not have audited financial statements, it shall be so stated. The unaudited financial statements should then be signed by the applicant's chief executive officer and chief financial officer. The signatures should attest that the financial statements are true and correct.

- B. Managerial capability.

*Interlink Telephony, Inc., through its directors, and by means of access to the managerial experience of its affiliated entities, has the requisite managerial ability to render local exchange telephone services. A summary of the relevant experience of these individuals is included as Exhibit F.*

C. Technical capability.

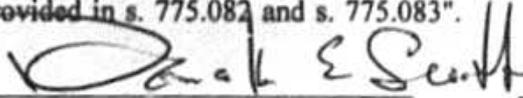
*Interlink has the technical ability and resources necessary to provide customers in Florida with high-quality local exchange and exchange access telecommunications services. Interlink initially plans to rely on the underlying facilities of two incumbent local exchange carriers, BellSouth and Intermedia, to provide services to subscribers in its service areas in Florida. Interlink's technical ability is based on these underlying carriers, which are certified carriers in Florida with proven technical ability to provide telecommunications services to residents of this State. Interlink's technical ability to provide reliable telecommunications service is further demonstrated by its parent entity's status as the leading Internet access service provider in Baker, Clay, Duval, Nassau, and St. John's Counties. Indeed, Interlink America provides high-quality, reliable Internet access service totaling some 50 million minutes annually in these areas, serving several thousand customers, with plans to continue to expand its service area.*

*The fact that Interlink Telephony, Inc. is committed to providing only the highest-quality telephone service to its customers affects the technical means by which the firm will offer its services. Interlink Telephony, Inc. will deploy the most reliable and cost-effective technology available, including leased and resold facilities, for providing telephone services in light of the actual switching and processing technology deployed by the telecommunications affiliates of Interlink Telephony, Inc.*

**AFFIDAVIT**

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide alternative local exchange service in the State of Florida. I have read the foregoing and declare that to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

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, punishable as provided in s. 775.082 and s. 775.083".

Official:  10-23-98  
Signature Date

Title: President 904-636-0070  
Telephone Number

Address: 8789 San Jose Blvd.  
Suite 201A  
Jacksonville, FL 33217

**LIST OF EXHIBITS**

- Exhibit A ..... List of Officers, Directors and Legal Counsel
- Exhibit B ..... Articles of Incorporation and Amendments
- Exhibit C ..... Certificate of Good Standing to Do Business in Florida
- Exhibit D ..... Projected Financial Statements and Certificate of Accuracy
- Exhibit E ..... Documentation in Support of Applicant's Financial Capability
- Exhibit F ..... Summary of Experience of Key Personnel
- Exhibit G ..... Proposed Price Lists

**Exhibit A**  
**List of Officers, Directors, and Legal Counsel of**  
**Interlink Telephony, Inc.**

**Officers:**

*Don Swett, President  
Interlink Telephony, Inc.  
8789 San Jose Blvd.  
Suite 201A  
Jacksonville, FL 33217  
(V) 904-636-0070  
(F) 904-636-9820  
(Email) dswett@ilink.com*

**Legal Counsel:**

*John C. Dodge  
Its Attorney  
Cole, Raywid & Braverman  
1919 Pennsylvania Ave., N.W., Suite 200  
Washington, D.C. 20006  
(V) 202-659-9750  
(F) 202-452-0067*

**Exhibit B**  
**Articles of Incorporation of**  
**Interlink Telephony, Inc.**  
**and Amendments**

**BY-LAWS**  
**OF**  
**INTERLINK TELEPHONY, INC.**

**ARTICLE I - OFFICES**

The original principal office of the corporation shall be established and maintained at 8789 San Jose Boulevard, Suite 201-A, in the City of Jacksonville, County of Duval, State of Florida. The corporation may also have offices at such places within or without the State of Florida as the Board may from time to time establish.

**ARTICLE II - STOCKHOLDER**

1. **PLACE OF MEETINGS:** Meetings of stockholders shall be held at the principal office of the corporation or at such place within or without the State of Florida as the Board shall authorize.

2. **ANNUAL MEETING:** The annual meeting of stockholders shall be held on the 22<sup>nd</sup> day of September at 9:00 a.m. in each year. The stockholders shall elect a Board of Directors and transact such other business as may properly come before the meeting.

3. **SPECIAL MEETINGS:** Special meetings of the stockholders may be called by the Board or by the President or at the written request of stockholders owning a majority of the stock entitled to vote at such meeting. A meeting requested by stockholders shall be called for a date not less than ten nor more than sixty days after the request is made. The Secretary shall issue the call for the meeting unless the President, the Board or the stockholders shall designate another to make said call.

4. **NOTICE OF MEETINGS:** Written notice of each meeting of stockholders shall state the purpose of the meeting and the time and place of the meeting. Notice shall be mailed to each stockholder having the right and entitled to vote at such meeting at his or her last address as it appears on the records of the corporation, not less than ten nor more than sixty days before the date set for such meeting. Such notice shall be sufficient for the meeting and any adjournment thereof. If any stockholder shall transfer his or her stock after notice, it shall not be necessary to notify the transferee. Any stockholder may waive notice of any meeting either before, during or after the meeting.

5. **RECORD DATE:** The Board may fix a record date not more than forty days prior to the date set for a meeting of stockholders as the date as of which the stockholders of record who have the right to and are entitled to notice of and to vote at such meeting and any adjournment thereof shall be determined. Notice that such date has been fixed shall be published at least five days prior to the record date in a newspaper published in the city, town or county where the principal office of the corporation is located and in each city or town where a transfer agent of the stock of the corporation is located.

6. **VOTING:** Every stockholder shall be entitled at each meeting and upon each proposal presented at each meeting to one vote for each share of voting stock recorded in his or her name on the books of the corporation on the record date as fixed by the Board, and if no record date was fixed, on the date of the meeting. The books of records of stockholders shall be produced at the meeting upon the request of any stockholder. Upon the demand of any stockholder, the vote for directors and the vote upon any question before the meeting shall be by ballot. All elections for directors shall be decided by plurality vote; all other questions shall be decided by majority vote.

7. **QUORUM:** The presence, in person or by proxy, of stockholders holding a majority of the stock of the corporation entitled to vote shall constitute a quorum at all meetings of the stockholders. In case a quorum shall not be present at any meeting, a majority in interest of the stockholders entitled to vote thereat, present in person or by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until the requisite amount of stock entitled to vote shall be present. At any such adjourned meeting at which the requisite amount of stock entitled to vote shall be represented, any business may be transacted which might have been transacted at the meeting as originally noticed; but only those stockholders entitled to vote at the meeting as originally noticed shall be entitled to vote at any adjournment or adjournments thereof.

8. **PROXIES:** At any stockholders' meeting or any adjournment thereof, any stockholder of record having the right and entitled to vote thereat may be represented and vote by proxy appointed in a written instrument. No such proxy shall be voted after three years from the date of the instrument unless the instrument provides for a longer period. In the event that any such instrument provides for two or more persons to act as proxies, a majority of such persons present at the meeting, or if only one be present, that one, shall have all the powers conferred by the instrument upon all the persons so designated unless the instrument shall otherwise provide.

### ARTICLE III - DIRECTORS

1. **BOARD OF DIRECTORS:** The business of the corporation shall be managed and its corporate powers exercised by a Board of not less than one Director, each of whom shall be of full age. It shall not be necessary for directors to be stockholders.

2. **ELECTION AND TERM OF DIRECTORS:** Directors shall be elected at the annual meeting of stockholders, and each director elected shall hold office until his or her successor has been elected and qualified, or until his or her prior resignation or removal.

3. **VACANCIES:** If the office of any director, member of a committee or other officer becomes vacant, the remaining directors in office, by a majority vote, may appoint any qualified person to fill such vacancy, who shall hold office for the unexpired term and until his or her successor shall be duly chosen.

4. **REMOVAL OF DIRECTORS:** Any or all of the directors may be removed with or without cause by vote of a majority of all the stock outstanding and entitled to vote at a special meeting of stockholders called for that purpose.

5. **NEWLY CREATED DIRECTORSHIPS** The number of directors may be increased by amendment of these By-Laws by the affirmative vote of a majority of the directors, though less than a quorum, or, by the affirmative vote of a majority in interest of the stockholders, at the annual meeting or at a special meeting called for that purpose, and by like vote, the additional directors may be chosen at such meeting to hold office until the next annual election and until their ~~terms of office expire~~

6. **RESIGNATION:** A director may resign at any time by giving written notice to the Board, the President or the Secretary of the corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Board or such officer, and the acceptance of the resignation shall not be necessary to make it effective.

7. **QUORUM OF DIRECTORS:** A majority of the directors shall constitute a quorum for the transaction of business. If at any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum is obtained, and no further notice thereof need be give other than by announcement at the meeting which shall be so adjourned.

8. **PLACE AND TIME OF BOARD MEETINGS:** The Board may hold its meetings at the office of the corporation or at such other places, either within or without the State of Florida as it may from time to time determine.

9. **REGULAR ANNUAL MEETING:** A regular annual meeting of the Board shall be held immediately following the annual meeting of stockholders at the place of such annual meeting of stockholders.

10. **NOTICE OF MEETINGS OF THE BOARD:** Regular meetings of the Board may be held without notice at such time and place as it shall from time to time determine. Special meetings of the Board shall be held upon notice to the directors and may be called by the President upon three days' notice to each director, either personally or by mail or by wire; special meetings shall be called by the President or by the Secretary in a like manner on written request of two directors. Notice of a meeting need not be given to any director who submits a waiver of notice whether before or after the meeting or who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him or her.

11. **EXECUTIVE AND OTHER COMMITTEES:** The Board, by resolution, may designate two or more of their number to one or more committees, which, to the extent provided in said resolution or these By-laws may exercise the powers of the Board in the management of the business of the corporation.

12. **COMPENSATION:** No compensation shall be paid to directors, as such, for their services, except by resolution of the Board. A fixed sum and expenses for actual attendance at each regular or special meeting of the Board may be authorized. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

## ARTICLE IV - OFFICERS

### 1. OFFICERS, ELECTION AND TERM:

a) The Board may elect or appoint a Chairman, a President, one or more Vice-Presidents, a Secretary and a Treasurer, and such other officers as it may determine, who shall have such duties and powers as hereinafter provided.

b) All officers shall be elected or appointed to hold office until the meeting of the Board following the next annual meeting of stockholders and until their successors have been elected or appointed and qualified.

### 2. REMOVAL, RESIGNATION, SALARY, ETC.:

a) Any officer elected or appointed by the Board may be removed by the Board with or without cause.

b) In the event of the death, resignation or removal of an officer, the Board in its discretion may elect or appoint a successor to fill the unexpired term.

c) Any two or more offices may be held by the same person.

d) The salaries of all officers shall be fixed by the Board.

e) The directors may require any officer to give security for the faithful performance of his or her duties.

3. **CHAIRMAN:** The Chairman of the Board, if one be elected, shall preside at all meetings of the Board, and he or she shall have and perform such other duties as from time to time may be assigned to him or her by the Board or the executive committee.

4. **PRESIDENT:** The President shall be the chief executive officer of the corporation and shall have the general powers and duties of supervision and management usually vested in the office of president of a corporation. He or she shall preside at all meetings of the stockholders if present thereat, and in the absence or non-election of the Chairman of the Board, at all meetings of the Board, and shall have general supervision, direction and control of the business of the corporation. Except as the Board shall authorize the execution thereof in some other manner, he or she shall execute bonds, mortgages and other contracts in behalf of the corporation and shall cause the seal to be affixed to any instrument requiring it, and when so affixed, the seal shall be attested by the signature of the Secretary or the Treasurer or an Assistant Secretary or an Assistant Treasurer.

5. **VICE PRESIDENT:** During the absence or disability of the President, the Vice-President, or if there are more than one, the Executive Vice-President, shall have all the powers and functions of the president. Each Vice-President shall perform such other duties as the Board shall prescribe.

5. **NEWLY CREATED DIRECTORSHIPS:** The number of directors may be increased by amendment of these By-Laws by the affirmative vote of a majority of the directors, though less than a quorum, or, by the affirmative vote of a majority in interest of the stockholders, at the annual meeting or at a special meeting called for that purpose, and by like vote, the additional directors may be chosen at such meeting to hold office until the next annual election and until their successors are elected and qualify.

6. **RESIGNATION:** A director may resign at any time by giving written notice to the Board, the President or the Secretary of the corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Board or such officer, and the acceptance of the resignation shall not be necessary to make it effective.

7. **QUORUM OF DIRECTORS:** A majority of the directors shall constitute a quorum for the transaction of business. If at any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum is obtained, and no further notice thereof need be give other than by announcement at the meeting which shall be so adjourned.

8. **PLACE AND TIME OF BOARD MEETINGS:** The Board may hold its meetings at the office of the corporation or at such other places, either within or without the State of Florida as it may from time to time determine.

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10. **NOTICE OF MEETINGS OF THE BOARD:** Regular meetings of the Board may be held without notice at such time and place as it shall from time to time determine. Special meetings of the Board shall be held upon notice to the directors and may be called by the President upon three days' notice to each director, either personally or by mail or by wire; special meetings shall be called by the President or by the Secretary in a like manner on written request of two directors. Notice of a meeting need not be given to any director who submits a waiver of notice whether before or after the meeting or who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him or her.

11. **EXECUTIVE AND OTHER COMMITTEES:** The Board, by resolution, may designate two or more of their number to one or more committees, which, to the extent provided in said resolution or these By-laws may exercise the powers of the Board in the management of the business of the corporation.

12. **COMPENSATION:** No compensation shall be paid to directors, as such, for their services, except by resolution of the Board. A fixed sum and expenses for actual attendance at each regular or special meeting of the Board may be authorized. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

## ARTICLE IV - OFFICERS

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a) The Board may elect or appoint a Chairman, a President, one or more Vice-Presidents, a Secretary and a Treasurer, and such other officers as it may determine, who shall have such duties and powers as hereinafter provided.

b) All officers shall be elected or appointed to hold office until the meeting of the Board following the next annual meeting of stockholders and until their successors have been elected or appointed and qualified.

### 2. REMOVAL, RESIGNATION, SALARY, ETC.:

a) Any officer elected or appointed by the Board may be removed by the Board with or without cause.

b) In the event of the death, resignation or removal of an officer, the Board in its discretion may elect or appoint a successor to fill the unexpired term.

c) Any two or more offices may be held by the same person.

d) The salaries of all officers shall be fixed by the Board.

e) The directors may require any officer to give security for the faithful performance of his or her duties.

3. **CHAIRMAN:** The Chairman of the Board, if one be elected, shall preside at all meetings of the Board, and he or she shall have and perform such other duties as from time to time may be assigned to him or her by the Board or the executive committee.

4. **PRESIDENT:** The President shall be the chief executive officer of the corporation and shall have the general powers and duties of supervision and management usually vested in the office of president of a corporation. He or she shall preside at all meetings of the stockholders if present thereat, and in the absence or non-election of the Chairman of the Board, at all meetings of the Board, and shall have general supervision, direction and control of the business of the corporation. Except as the Board shall authorize the execution thereof in some other manner, he or she shall execute bonds, mortgages and other contracts in behalf of the corporation and shall cause the seal to be affixed to any instrument requiring it, and when so affixed, the seal shall be attested by the signature of the Secretary or the Treasurer or an Assistant Secretary or an Assistant Treasurer.

5. **VICE PRESIDENT:** During the absence or disability of the President, the Vice-President, or if there are more than one, the Executive Vice-President, shall have all the powers and functions of the president. Each Vice-President shall perform such other duties as the Board shall prescribe.

6. **SECRETARY:** The Secretary shall attend all meetings of the Board and of the stockholders; record all votes and minutes of all proceedings in a book to be kept for that purpose; give or cause to be given notice of all meetings of stockholders and of special meetings of the Board; keep in safe custody the seal of the corporation and affix it to any instrument when authorized by the Board; when required, prepare or cause to be prepared and available at each meeting of stockholders a certified list in alphabetical order of the names of stockholders entitled to vote thereat, indicating the number of shares of each respective class held by each; keep all the documents and records of the corporation as required by law or otherwise in a proper and safe manner; and perform such other duties as may be prescribed by the Board or assigned to him or her by the President.

7. **ASSISTANT SECRETARIES:** During the absence or disability of the Secretary, the Assistant Secretary, or if there are more than one, the one so designated by the Secretary or by the Board, shall have all the powers and functions of the Secretary.

8. **TREASURER:** The Treasurer shall have the custody of the corporate funds and securities; keep full and accurate accounts of receipts and disbursements in the corporate books; deposit all money and other valuables in the name and to the credit of the corporation in such depositories as may be designated by the Board; disburse the funds of the corporation as may be ordered or authorized by the Board, and preserve proper vouchers for such disbursements; render to the President and Board at the regular meetings of the Board, or whenever they require it, an account of all transactions as Treasurer and of the financial condition of the corporation; render a full financial report at the annual meeting of the stockholders if so requested; be furnished by all corporate officers and agents at Treasurer's request with such reports and statements as he or she may require as to all financial transactions of the corporation; and perform such other duties as are given to him or her by these By-Laws or as from time to time are assigned to him or her by the Board or the President.

9. **ASSISTANT TREASURER:** During the absence or disability of the Treasurer, the Assistant Treasurer, or if there is more than one, the one so designated by the Secretary or by the Board, shall have all the powers and functions of the Treasurer.

10. **SURETIES AND BONDS:** In case the Board shall so require, any officer or agent of the corporation shall execute to the corporation a bond in such sum and with such surety or sureties as the Board may direct, conditioned upon the faithful performance of his or her duties to the corporation and including responsibility for negligence and for the accounting for all property, funds or securities of the corporation which may come into his or her hands.

#### **ARTICLE V - CERTIFICATES FOR SHARES**

1. **CERTIFICATES:** The shares of the corporation shall be represented by certificates. They shall be numbered and entered in the books of the corporation as they are issued. They shall exhibit the holder's name and the number of shares and shall be signed by the President or a Vice President and the Treasurer or the Secretary and shall bear the corporate seal. When such certificates are signed by a transfer agent or an assistant transfer agent or by a transfer clerk acting on behalf of the corporation and a registrar, the signatures of such officers may be facsimiles.

2. **LOST OR DESTROYED CERTIFICATES:** The Board may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate to be lost or destroyed. When authorizing such issue of a new certificate or certificates, the Board may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost or destroyed certificate or certificates, or his or her legal representative, to advertise the same in such manner as it shall require and/or give the corporation a bond in such sum and with such surety or sureties as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost or destroyed.

3. **TRANSFERS OF SHARES:** Upon surrender to the corporation or the transfer agent of the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto and cancel the old certificate; every such transfer shall be entered on the transfer book of the corporation which shall be kept at its principal office. Whenever a transfer shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer. No transfer shall be made within ten days next preceding the annual meeting of stockholders.

4. **CLOSING TRANSFER BOOKS:** The Board shall have the power to close the share transfer books of the corporation for a period of not more than ten days during the thirty-day period immediately preceding (a) any stockholders meeting, or (b) any date upon which stockholders shall be called upon to or have a right to take action without a meeting, or (c) any date fixed for the payment of a dividend or any other form of distribution, and only those stockholders of record at the time the transfer books are closed shall be recognized as such for the purpose of (a) receiving notice of or voting at such meeting, or (b) allowing them to take appropriate action, or (c) entitling them to receive any dividend or other form of distribution.

#### **ARTICLE VI - DIVIDENDS**

The Board may out of funds legally available therefor at any regular or special meeting, declare dividends on the capital stock of the corporation as and when it deems expedient. Before declaring any dividend, there may be set apart out of any funds of the corporation available for dividends, such sum or sums as the Board from time to time in its discretion deems proper for working capital or as a reserve fund to meet contingencies or for equalizing dividends or for such other purposes as the Board shall deem conducive to the interest of the corporation.

#### **ARTICLE VII - CORPORATE SEAL**

The seal of the corporation shall be circular in form and bear the name of the corporation, the year of its organization and the words "CORPORATE SEAL, FLORIDA." The seal may be used by causing it to be impressed directly on the instrument or writing to be sealed, or upon adhesive substance affixed thereto. The seal on the certificates for shares or on any corporate obligation for the payment of money may be facsimile, engraved or printed.

## **ARTICLE VIII - EXECUTION OF INSTRUMENTS**

All corporate instruments and documents shall be signed or countersigned, executed, verified or acknowledged by such officer or officers or other person or persons as the Board may from time to time designate.

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation, and in such manner as shall be determined from time to time by resolution of the Board.

## **ARTICLE IX - FISCAL YEAR**

The fiscal year shall begin the first day of January in each year.

## **ARTICLE X - NOTICE AND WAIVER OF NOTICE**

Whenever any notice is required by these By-Laws to be given, personal notice is not meant unless expressly so stated, and any notice so required shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed post-paid wrapper, addressed to the person entitled thereto at his or her last known post office address, and such notice shall be deemed to have been given on the day of such mailing. Stockholders not entitled to vote shall not be entitled to receive notice of any meetings except as otherwise provided by Statute.

Whenever any notice whatever is required to be given under the provisions of any law, or under the provisions of the Certificate of Incorporation of the corporation or these By-Laws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

## **ARTICLE XI - CONSTRUCTION**

Whenever a conflict arises between the language of these By-Laws and the Certificate of Incorporation, the Certificate of Incorporation shall govern.

## **ARTICLE XII - CLOSE CORPORATION**

1. **CONDUCT OF BUSINESS WITHOUT MEETINGS:** Any action of the stockholders, directors or committee may be taken without a meeting if consent in writing, setting forth the action so taken, shall be signed by all persons who would be entitled to vote on such action at a meeting and filed with the Secretary of the corporation as part of the proceedings of the stockholders, directors or committees as the case may be.

2. **MANAGEMENT BY STOCKHOLDERS:** In the event the stockholders are named in the Articles of Incorporation and are empowered therein to manage the affairs of the corporation in lieu of directors, the stockholders of the corporation shall be deemed directors for the purposes of these By-Laws and wherever the words "directors", "Board of Directors" or "Board" appear in these By-Laws, those words shall be taken to mean stockholders.

The shareholders may, by majority vote, create a Board of Directors to manage the business of the corporation and exercise its corporate powers.

### **ARTICLE XIII - AMENDMENTS**

These By-Laws may be altered or repealed and By-Laws may be made at any annual meeting of the stockholders or at any special meeting thereof if notice of the proposed alteration or repeal to be made be contained in the notice of such special meeting, by the affirmative vote of a majority of the stock issued and outstanding and entitled to vote thereat, and by the affirmative vote of a majority of the Board at any special meeting of the Board if notice of the proposed alteration or repeal to be made be contained in the notice of such special meeting.

**Exhibit C**  
**Interlink Telephony, Inc. Authority To Do Business In Florida**

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of INTERLINK TELEPHONY, INC., a Florida corporation, filed on September 22, 1998, as shown by the records of this office.

The document number of this corporation is P98000081886.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Twenty-second day of September, 1998



CR2EO22 (2-95)

*Sandra B. Mortham*

Sandra B. Mortham  
Secretary of State

**Exhibit D**  
**Projected Financial Statements**  
**and Certificate of Accuracy**

PRO FORMA -- FLORIDA						
Local Exchange Services (inclusive)						
		Year 1	Year 2	Year 3	Year 4	Year 5
Revenue						
	Lines	119985	124784	129775	134966	140364
	Access	269000	279760	290950	302588	314692
Expense						
		-108878	-113233	-117762	-122472	-127371
Operating Cash Flow						
		280107	291311	302963	315082	327685

10/08/98

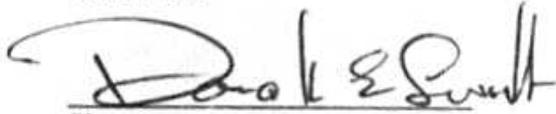
**Interlink America**  
**Balance Sheet**  
 As of October 8, 1998

	Oct 8, '98
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
Compass	6,599.35
<b>Total Checking/Savings</b>	<u>6,599.35</u>
Other Current Assets	
1510 - Employee Advances	3,545.00
<b>Total Other Current Assets</b>	<u>3,545.00</u>
<b>Total Current Assets</b>	10,144.35
<b>Fixed Assets</b>	
Computer Equipment	68,464.82
<b>Total Fixed Assets</b>	<u>68,464.82</u>
<b>TOTAL ASSETS</b>	<u><b>78,609.17</b></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Other Current Liabilities	
2200 - Loans	958.47
<b>Total Other Current Liabilities</b>	<u>958.47</u>
<b>Total Current Liabilities</b>	958.47
<b>Total Liabilities</b>	958.47
<b>Equity</b>	
3000 - Opening Bal Equity	67,488.66
Net Income	10,162.04
<b>Total Equity</b>	<u>77,650.70</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><b>78,609.17</b></u>

**Certificate of Accuracy of Financial Statements**

By my signature below, I, the undersigned officer, attest to the truth and accuracy of the information contained in the attached financial statements of the Interlink Telephony, Inc.

Officer: Don Swett



Signature

10-23-98

Date

Title: *President*

904-636-0070

Telephone Number

Address: *Interlink Telephony, Inc.  
8789 San Jose Blvd.  
Suite 201A  
Jacksonville, FL 33217  
(V) 904-636-0070  
(F) 904-636-9820  
(Email) dswett@ilink.com*

**Exhibit E**  
**Documentation in Support of Applicant's Financial Capability**



Compass Bank  
P. O. Box 52385  
Jacksonville, Florida 32201-2385

Re: Interlink Telephony, Inc.

To: Whom it May Concern:

The above mentioned Company currently maintains an account with our Bank. The account is in good standing and maintains a positive balance. We would be pleased to accept any application of credit for review from Interlink Telephony, Inc.

Please feel free to contact me with any questions

Sincerely,

A handwritten signature in cursive script that reads 'Amy Watson'.

Amy Watson  
Banking Center Manager  
(904)564-8240

**Exhibit F**  
**Summary of Experience of Key Personnel**

Donald E. Swett  
946 Jorick Ct. W.  
Jacksonville, FL 32225  
Home: (904) 646-9335

**JOB TARGET:** TECHNICAL MANAGEMENT IN COMPUTER FIELD. PRIMARILY INTERESTED IN HEAVY NETWORK ENVIRONMENT. POSITION MUST HAVE GROWTH POTENTIAL.

**EXPERIENCE:**

- 01/98 – Present Interlink America, Inc. Jacksonville, FL  
Internet Service Provider, Owner
- Manage Internet Provider Service with dialup and WAN connectivity for approximately 2000 customers.
  - Maintain all servers, access equipment, and routers.
  - Provided on line setup, troubleshooting and software support to customers.
  - Contract support for commercial customers including on site compatible computer installation and repair.
- 09/95 – 12/97 Eager Beaver Integrators, Inc. Jacksonville, FL  
Novell LAN & WAN Support
- Novell Networking, Lantastic, Novell Lite, Windows for Workgroups, Windows 95 setup and configuration. Terminal Emulation for AS 400. Internet Service Provider.
  - Contract support for commercial customers.
  - On site IBM compatible computer installation and repair.
  - Peripheral equipment repair from various suppliers.
  - Provided on line troubleshooting and software support to customers.
  - Software and Hardware Support for all users.
- 02/95 - 09/95 Mobilnet Jacksonville, FL  
Partner - Novell LAN & WAN Support
- Novell Networking, Lantastic, Novell Lite, Windows for Workgroups, Windows 95 setup and configuration. Terminal Emulation for AS 400.
  - Contract support for commercial customers.
  - On site IBM compatible computer installation and repair.
  - Peripheral equipment repair from various suppliers.
  - Provided on line troubleshooting and software support to customers.
  - Software and Hardware Support for all users.
- 01/95 - 02/95 Megabytes Jacksonville, FL  
Novell LAN & WAN Support
- Novell Networking, Lantastic, Novell Lite, Windows for Workgroups, Windows 95 setup and configuration.
  - Contract support for commercial customers.

- On site IBM compatible computer installation and repair.
  - Peripheral equipment repair from various suppliers.
  - Provided on line troubleshooting and software support to customers.
  - Software and Hardware Support for all users.
- 05/94 - 09/94      Citibank Global Information Network (CGIN)      Miami, FL  
Novell LAN & WAN Support
- Novell 3.11 Multi-Server Network, connected over Wan to 212 server network. equipment included Fiber Optic Dual Attached Servers, Cisco Routers, Premnet Fiber Backbone System, Synoptics Hubs, Time Multiplexed T1 Lines, NACS, SAA Gateways, and CC-Mail Servers
  - Connectivity via PC Support over WAN to AS 400.
  - Software and Hardware Support for all users.
- 02/93 - 05/94      Micro Computer Center      Jacksonville, FL  
Service Manager
- Novell Networking, Lantastic, Novell Lite setup and configuration. Terminal Emulation for AS 38/400.
  - Contract support for commercial customers.
  - Compaq, IBM, & compatible computer installation and repair. On site and in shop.
  - Peripheral equipment repair from various suppliers including Hewlett Packard and Epson.
  - Provided on line troubleshooting and software support to customers.
- 04/92 - 01/93      AC3/MERICOM      Jacksonville, FL  
Computer Service Technician
- IBM, Compaq, NEC, & compatible computer installation and repair. On site and in shop repair.
  - Peripheral equipment repair from various suppliers including Hewlett Packard, IBM, NEC, and Epson.
  - Provided on line troubleshooting and software support to customers.
  - Responsible for submission of warranty reimbursement forms and corporate paperwork.
- 01/92 - 04/92      COMPUTER KNOW HOW      Jacksonville, FL  
Computer Service Technician
- Assembly, installation, and repair of "Clone" computers and peripherals.
  - Provided on line troubleshooting and software support to customers.
- 03/71 - 11/91      U. S. NAVY      Mayport, FL  
Electronics Technician
- Military education and experience supplied upon request.

**EDUCATION:**

1992 IBM, PS/2 Tech Enhancement  
1992 IBM, Quality Service Skill

**CERTIFICATION:**

IBM  
Hewlett Packard

PS/2 Models 50 through 95  
Laserjet Family

Novell CNE # 6428370

DOS/Microcomputer Concepts for Netware Users  
Netware 3.11 System Manager  
Netware 3.11 Advanced System Manager  
Netware Service and Support  
Networking Technologies  
Netware 3.11 to 4.0 Upgrade  
Netware TCP/IP

**References**

**Home #'s**

Gary Schreier

1-603-496-4692

Lou Rossi

1 904-471-6674

Gary Andrews

1-904-471-2776

Military Education

School	Major	Date
Fleet Mine Warfare Training Center, Charleston, SC	SNAP II Coordinator	04/20/90
Mobile Technical Unit Twelve, Mayport, FL	EMI Awareness and Control	03/16/90
Mobile Technical Unit Twelve, Mayport, FL	Visual Tempest Course	03/16/90
Naval Air Technical Training Center (NATTC) Millington, TN	RATCF/DAIR AN/TPX-42(V)10	11/01/85
NATTC, Millington, TN	AN/TPX-42 Basic DAIR	09/13/85
NATTC, Millington, TN	Communications Console OJ-314	07/19/85
NATTC, Millington, TN	RD-379A(V)UNH	06/28/85
NATTC, Millington, TN	Maintenance Preparatory Course	06/21/85
NATTC, Millington, TN	Miniature Component Repair	06/07/85
Naval Electronics Systems Engineering Activity, St. Inigoes, MD	Single Audio System	11/04/83
U. S. Fleet Training Center, Norfolk, VA	Administration and Operation of Shipboard 3M Systems	07/14/83
U. S. Atlantic Fleet ILO Site, Philadelphia, PA	COSAL Use and Maintenance Course	04/14/83
Mobile Technical Unit Ten, Charleston, SC	Tempest Familiarization	06/15/77
Army Signal School, Ft. Gordon, GA	Narrow Band Subscriber	10/24/75
U. S. Fleet Training Center, Norfolk, VA	Low Level Keying Course	11/22/72
U. S. Fleet Training Center, Norfolk, VA	Teletype Maintenance Mod 28	11/03/72
Naval Training Center, Great Lakes, IL	Electronics Technician Class "A"	08/04/72

Military Experience

Dates	Position Description
10/01/89 to 11/30/91	<p><u>United States Navy, USS JACK WILLIAMS (FFG-24)</u>            Combat Systems Department/Electronics Division            Electronics Readiness Officer            Supervised Division personnel in the repair of electronic equipment including Interior and Exterior Communications, Surface and Air Search RADAR, and Data Processing equipment. Systems Administrator for the SNAP II computer.</p>
11/13/85 to 09/30/89	<p><u>United States Navy, Naval Air Station, Key West, FL</u>            Operations Department/Ground Electronics Division            Assistant Ground Electronics Officer            Supervised division personnel in the repair of electronic equipment including UHF/VHF Transceivers, OJ-314, OA-7621 Air Search RADAR, Precision Approach RADAR, TACAN, RBD, Display Consoles, interconnecting cabling, Mobile Communications and Test Equipment.</p>
08/05/82 to 05/15/85	<p><u>United States Navy, USS FORRESTAL (CV-59)</u>            Operations Department, Electronic Maintenance Division            Leading Petty Officer, Communications Work Center            Responsible for maintenance on UHF/VHF and HF transmitters and receivers, Cryptographic Equipment, and Audio Patch Panels, and ancillary remote equipment.</p>
11/30/78 to 06/08/82	<p><u>United States Navy, Naval Air Station, Jacksonville, FL</u>            Operations Department, Ground Electronics Division            Work Center Supervisor            Responsible for preventive and corrective maintenance of UHF/VHF/HF receivers and transmitters, associated Antenna fields, Antenna and Audio patch panels, and landlines to and from remote equipment.</p>
11/01/75 to 11/22/78	<p><u>United States Navy, USS ORION (AS-18)</u>            Communications Department, Electronics Division            Leading Petty Officer            Responsible for preventive and corrective maintenance on UHF/VHF/HF Receivers and Transmitters, Surface Search RADAR, Navigation, Closed Circuit Television, and Cryptographic equipment.</p>
08/24/72 to 03/18/75	<p><u>United States Navy, Naval Air Station, Norfolk, VA</u>            Responsible for preventive and corrective maintenance on Teletype Equipment, UHF/VHF receivers, landlines, antennas, and associated antenna and audio patch panels.</p>

## **RICK F. WHITCHER**

6514 Ovington Road, Jacksonville, FL 32216  
(904) 721-3528

**OBJECTIVE:** A career position where I can exercise my initiative, leadership and technical knowledge to produce personal and company rewards.

### **EXPERIENCE:**

5/96 **Interlink America**  
to 355 East Monroe Street  
Present Jacksonville, FL 32202

#### **Partner/Owner**

General administration and upkeep of an Internet Service Provider system.  
Occasional technical phone support to customers.  
Web page creation and modification.  
WAN setup and configuration  
Windows NT,

4/96 **EBI, Inc.**  
to 355 East Monroe Street  
Present Jacksonville, FL 32202

#### **Programmer/Analyst/Network Tech**

Installation trouble-shooting, configuration and repair of Netware and Network systems.  
Administration of Novell 3.x, Novell 4.x, WindowsNT 3.5, WindowsNT 4.0, and Peer to Peer networks.  
Resolution of DOS, Windows 3.X, Windows 95 configuration issues.  
Goto person for Scheduling, Messaging, and Document management, software issues.  
WAN communications hardware, software, and configuration, TCP/IP.  
Responsible for Client Programming issues Access, C, C++, Foxpro, Visual Basic.  
Completed modification of existing programs at client request using Foxpro, Visual Foxpro.  
Wrote call accounting system for the DASH phone system output in Visual Basic.

6/95 **Medical Management Resources, Inc.**  
to 9550 Regency Square Blvd., Suite 1200  
4/96 Jacksonville, FL 32225  
(904) 721-4889

#### **Information Systems Manager**

Solely responsible for Novell 3.12 LAN as well as all hardware and software computer related issues.  
System Administration and Engineering, Programming and Analysis.  
Periodic travel to medical conventions in order to represent Medical Management in the

industry.

Maintenance of Merlin telephone phone switch.

Occasional troubleshooting of AIX UNIX system on RISC 3000 box.

Visual Basic, C Programming, HTML.

5/94  
to  
6/95

**Clermont Quest Systems, Inc.**  
1320 Beach Blvd.  
Jacksonville Beach, FL 32250  
(904) 247-3220

**Programmer/Analyst/Tech/Systems Administrator**

Programming of touch screen interactive graphics.

Keypoint keypad interface with touch screen kiosk graphic displays,

Video compression

Integration of serial interface with Rowe Bill Acceptor

Wrote Printer Drivers for Printer specific graphical printout

Interactive still frame video capture on the fly.

Experienced in coding interfaces to tie together stand alone programs into a cohesive unit and rewriting foreign code to suit present needs.

Research & Development including systems analysis, hardware setup and configuration, program design, coding, and analysis.

Building of PC hardware systems standard, multimedia and network, repair, trouble shooting, software installation, DOS and Widows based.

Windows trouble shooting - win.ini, system.ini and general configuration.

Novell Netware - Systems Administration, software installation and configuration.

5/93  
to  
5/94

**Self-Employed:Recurrent Contract work:: Lead Programmer/Analyst/Tech**  
Programming Languages Used: C, Basic, DOS Batch  
Programming of touch screen interactive graphics, touch interface resolution, data capture-manipulation-storage-recall, laser disk serial control interface.  
Video capture to hard disk and interactive recall.  
Report generator creation.  
Printer specific graphical print out programming.  
Research & Development including systems analysis, hardware setup and configuration, program design, coding, and analysis.

**EDUCATION:**

**NOVELL 3.X CERTIFIED ADMINISTRATOR**  
Certified February 13, 1995

**UNIVERSITY OF NORTH FLORIDA, Jacksonville, FL**  
**BACHELOR OF SCIENCE DEGREE IN COMPUTER SCIENCE**  
**MINOR: MATHEMATICS**  
Graduated April 1993

**FLORIDA COMMUNITY COLLEGE, Jacksonville, FL**  
**AA DEGREE Graduated December 1990**

#### **HONORS AND ASSOCIATIONS:**

##### **ACADEMIC:**

- Golden Key National Honor Society
- Phi Theta Kappa International Honor Society
- Upsilon Pi Epsilon Honor Society for the Computing Sciences
- Florida Community College - President's List
- University of North Florida - Dean's List
- University of North Florida - Award for Academic Excellence  
(awarded to two Computer Science graduates)

#### **ACCOMPLISHMENTS:**

- Received Golden Key National Honor Society, Upsilon Pi Epsilon Honor Society and UNF Award for Academic Excellence while pursuing an uncompromising curriculum requiring proficiency in C, LISP, Prolog, Postscript, SIMSCRIPT, LEX, YACC.  
Required programming completed primarily under UNIX, cc and gnu compilers. Old and new style C conventions.
- Wrote custom kiosk software in C, including various peripheral interfaces.  
Wrote CPT Medical coding training program in Visual basic.  
Wrote mod10 numerical error checking program in C for medical account number verification.  
Wrote call accounting software in Visual Basic which was well received by a major Jacksonville law firm.
- Experienced with configuration and administration of Novell Netware and Windows NT networks and associated software.
- Experienced with installation and administration of Netware Connect, Softsolutions, Groupwise (including Groupwise 5) and considered to be the GOTO person.
- Able to install Novell or Windows NT LANs and WANS from start to finish.
- Partner/Owner of an ISP with proficiency in necessary OS's, routers, cabling, software and other necessary hardware.

**Exhibit G**  
**Proposed Price Lists**

INTERLINK TELEPHONY, INC.

Florida Price List No. 1  
Original Sheet 1

---

**TITLE SHEET**

**FLORIDA TELECOMMUNICATIONS PRICE LIST**

This price list sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user communications services by Interlink Telephony, Inc., to customers within the State of Florida. Interlink Telephony Inc.'s principal office is at 8789 San Jose Boulevard, Suite 201A, Jacksonville, Florida, 33217. This price list applies for the services furnished within the State of Florida. This price list 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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Issued: October 23, 1998

EFFECTIVE: November 23, 1998

by:

Don Swett, President  
8789 San Jose Boulevard, Suite 201A  
Jacksonville, Florida 33217

82516.1

**CHECK SHEET**

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

SHEET	REVISION
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original

---

Issued: October 23, 1998

EFFECTIVE: November 23, 1998

by:

Don Swett, President  
8789 San Jose Boulevard, Suite 201A  
Jacksonville, Florida 33217

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Issued: October 23, 1998

EFFECTIVE: November 23, 1998

by:

Don Swett, President  
8789 San Jose Boulevard, Suite 201A  
Jacksonville, Florida 33217

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Issued: October 23, 1998

EFFECTIVE: November 23, 1998

by:

Don Swett, President  
8789 San Jose Boulevard, Suite 201A  
Jacksonville, Florida 33217

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Issued: October 23, 1998

EFFECTIVE: November 23, 1998

by:

Don Swett, President  
8789 San Jose Boulevard, Suite 201A  
Jacksonville, Florida 32217

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**SYMBOLS SHEET**

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 Price List Location
- N - New
- R - Change Resulting In A Reduction To A Customer's Bill
- T - Change In Text Or Regulation But No Change In Rate Or Charge

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Issued: October 23, 1998

EFFECTIVE: November 23, 1998

by:

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**PRICE LIST FORMAT SHEETS**

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 price list. 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 the price list approval process, the most current sheet number on file with the Commission is not always the price list page in effect. Consult the Check Sheet for the sheet currently in effect.

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

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

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**PRICE LISTS FORMAT SHEETS**

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

Please see Section 4.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

Certain terms used generally throughout this tariff are defined below.

**Advance Payment:**

Part or all of a payment required before the start of service.

**Automatic Number Identification (ANI):**

Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

**Bit:**

The smallest unit of information in the binary system of notation.

**Call Forwarding:**

Allows calls directed to a line to be routed to another line.

Call Forwarding Remote:

This optional feature allows a user to activate/deactivate the Call Forwarding - All Calls feature or change the forwarded to telephone number from a remote location.

Call Forwarding Busy:

Allows incoming calls to a busy line to be routed to a preselected line.

Call Forwarding Don't Answer:

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Allows incoming calls to be automatically routed to a preselected line when the called line is not answered after a preset number of rings.

Call Forwarding Variable Unlimited:

Allows incoming calls to be automatically routed to another telephone number.

**Call Hold:**

Allows the user to hold one call for any length of time provided that neither party goes on-hook.

**Call Transfer:**

Allows a user to transfer any established call to another line.

**Call Waiting:**

Permits a line in the talking state to be alerted by a tone when another call is attempting to complete to the line. Audible ringing is returned to the originating line. The Service also provides a hold feature that is activated by a switch-hook flash.

**Communications Services:**

The Company's local exchange switched telephone services.

**Company or Interlink:**

Interlink Telephony, Inc., the issuer of this tariff.

**Company Calling Card:**

A telephone calling card issued by the Company at the Customer's request, which enables the Customer or User(s) authorized by the Customer to place calls over the network and to have the charges for such calls billed to the Customer's account.

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**Credit Card:**

A Credit Card is an accepted credit card, which is defined as a credit card that the cardholder has requested or applied for and received, or has signed, used or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholders.

**Customer or Subscriber:**

The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

**Dial Pulse (or "DP"):**

The pulse type employed by rotary dial station sets.

**Dual Tone Multi-Frequency (or "DTMF"):**

The pulse type employed by tone dial station sets.

**Duplex Service:**

Service which provides for simultaneous transmission in both directions.

**Fiber Optic Cable:**

A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

**Joint User:**

A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by the Company and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

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**Kbps:**

Kilobits per second, denotes thousands of bits per second.

**Last Number Redial:**

Enables a user to redial the last called number by use of an access code rather than dialing the entire number.

**LATA:**

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or by other appropriate means.

**Mbps:**

Megabits, denotes millions of bits per second.

**Multi-Frequency or ("MF"):**

An inter-machine pulse-type used for signalling between telephone switches, or between telephone switches and PBX/key systems.

**Network:**

Refers to the Company's facilities, equipment, and services provided under this Tariff.

**Public Safety Agency:**

The State or any city, county, municipal corporation, public district, public authority, or functional division located in whole or in part within the State which provides or has the authority to provide fire fighting, law enforcement, ambulances, medical, or emergency services. Referred to as the customer for Universal Emergency Telephone Number Service.

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**Public Safety Answering Point (PSAP):**

A location operated and maintained by a Public Safety Agency at which requests for fire fighting, law enforcement, ambulance, medical, or other emergency services are answered.

**Recurring Charges:**

The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

**Service Commencement Date:**

The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance date. The Company and Customer may mutually agree on a substitute Service Commencement Date.

**Service Order:**

A written request for Communications Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

**Shared:**

A facility or equipment system or subsystem that can be used simultaneously by several Customers.

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**Speed Calling:**

Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is customer changeable.

**Three-Way Calling:**

Allows a user to add a third party to an existing conversation.

**Two Way:**

A service attribute that includes outward dial capabilities for outbound calls and the ability to receive inbound calls.

**Universal Emergency Telephone Number (911) Service:**

Wherever feasible, the Company will provide a universal Central Office number "911" for the use of Public Safety Agencies having the responsibility to protect the safety and property of the general public. It is intended that use of 911 Service will provide the public with a means of simple and direct telephone access to a Public Safety Answering Point.

**User or End User:**

Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

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**SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA****2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within its local exchange service territory within the State of Florida.

Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

**2.1.2 Shortage of Equipment or Facilities**

- A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

**2.1.3 Terms and Conditions**

- A) Except for services specifically offered on a per-use basis, service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.

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**2.1 Undertaking of the Company (continued)**

**2.1.3 Terms and Conditions (continued)**

- B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- C) Except as otherwise stated in this tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D) In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- E) Service may be terminated upon written notice to the Customer if:
- 1) the Customer is using the service in violation of this tariff; or
  - 2) the Customer is using the service in violation of the law.
- F) This tariff shall be interpreted and governed by the laws of the State of Florida without regard for its choice of laws provision.
- G) Another Telephone Company must not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

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**2.1 Undertaking of the Company (continued)****2.1.3 Terms and Conditions (continued)**

- H) To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity in connection with the provision of the services offered under this Tariff or the similar service of another telephone company, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.

**2.1.4 Limitations on Liability**

- A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- B) Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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**2.1.4 Limitations on Liability (continued)**

- D) The Company shall not be liable for any claims for loss or damages involving:
- 1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;
  - 2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
  - 3) Any unlawful or unauthorized use of the Company's facilities and services;
  - 4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
  - 5) Breach in the privacy or security of communications transmitted over the Company's facilities;
  - 6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in section 2.1.4, preceding.
  - 7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.

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**2.1.4 Limitations on Liability (continued)**

8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;

9) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;

10) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff.

11) Any act or omission in connection with the provision of 911, E911, or similar services;

12) Any noncompletion of calls due to network busy conditions;

13) Any calls not actually attempted to be completed during any period that service is unavailable.

E) The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

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**2.1.4 Limitations on Liability (continued)**

- F) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- G) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, whether or not affiliated with the Company, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- H) Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim

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- 1) **THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.**

**2.1.5 Notification of Service-Affecting Conditions**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

**2.1.6 Provision of Equipment and Facilities**

- A) Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- B) The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
- 1) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - 2) the reception of signals by Customer-provided equipment; or
  - 3) network control signalling where such signalling is performed by Customer-provided network control signalling equipment.

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**2.1.7 Non-routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company may apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

**2.1.8 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A) where facilities are not presently available, and there is no other requirement for the facilities so constructed, including a requirement for services subject to Section 9.1 of this tariff;
- B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- D) in a quantity greater than that which the Company would normally construct;
- E) on an expedited basis;
- F) on a temporary basis until permanent facilities are available;
- G) involving abnormal costs; or
- H) in advance of its normal construction.

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**2.1.10 Universal Emergency Telephone Number Service (continued)**

- E) The Company assumes no liability for any infringement, or invasion of any right of privacy or any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. The Public Safety Agency agrees, except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify, defend and hold harmless the Company from any and all loss or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others. The Public Safety Agency also agrees to release, indemnify, defend and hold harmless the Company for any infringement of invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

**2.2 Prohibited Uses**

- A) The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B) The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and SCC regulations, policies, orders, and decisions.
- C) The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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**2.2 Prohibited Uses (continued)**

- D) A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

**2.3 Obligations of the Customer****2.3.1 General**

The Customer shall be responsible for:

- A) the payment of all applicable charges pursuant to this tariff;
- B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer's Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

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**2.3 Obligations of the Customer (continued)****2.3.1 General (continued)**

- D) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer may be responsible; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- E) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- F) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

**2.3.2 Liability of the Customer**

- A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

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**2.3 Obligations of the Customer (continued)****2.3.2 Liability of the Customer (continued)**

- C) The Customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

**2.4 Customer Equipment and Channels****2.4.1 General**

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

**2.4.2 Station Equipment**

- A) Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection. To the extent that the Company provides terminal equipment and/or wiring or cable, those items are offered separately and the terms and conditions of which they are provided are not subject to this tariff.

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**2.4 Customer Equipment and Channels (continued)****2.4.2 Station Equipment (continued)**

- B) The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

**2.4.3 Interconnection of Facilities**

- A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B) Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- C) Facilities furnished under this tariff may be connected to customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D) Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "end user" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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**2.4 Customer Equipment and Channels (continued)****2.4.4 Inspections**

- A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

**2.5 Customer Deposits and Advance Payments****2.5.1 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount up to two months of estimated monthly usage charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

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**2.5.2 Deposits**

- A) To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
- 1) two month's charges for a service or facility which has a minimum payment period of one month; or
  - 2) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- B) A deposit may be required in addition to an advance payment.
- C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
- D) Deposits held will accrue interest at a rate specified by the Florida Public Service Commission.

**2.6 Payment Arrangements****2.6.1 Payments for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

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**2.6.1 Payments for Service (continued)****A) Taxes**

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however, designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of network services.

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A) Non-recurring charges are due and payable within 30 days after the date of the invoice.
- B) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the date of the invoice. When billing is based upon customer usage, usage charges will be billed monthly for the preceding billing period.
- C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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**2.6 Payment Arrangements (continued)****2.6.2 Billing and Collection of Charges (continued)**

- E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be one and one-half per cent (1.5%) of the amount of the late payment. The Company may, at its option, waive any late payment charge by reason of limitations in its automated billing system or for any other reason.
- F) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- G) If service is disconnected by the Company (in accordance with section 2.6.4 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with section 2.6.4 following) and later restored, restoration of service will be subject to the rates in Section 8.5.2.

**A) General**

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

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**2.6 Payment Arrangements (continued)**

**2.6.2 Billing and Collection of Charges (continued)**

**B) Late Payment Charge**

- 1) The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount under Section 2.6.2(E), preceding.
- 2) In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
- 3) In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

**C) Adjustments or Refunds to the Customer**

- 1) In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
- 2) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.

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2.6 **Payment Arrangements (continued)**

2.6.3 **Billing Disputes (continued)**

**C) Adjustments or Refunds to the Customer (continued)**

3) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.

4) All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

**D) Unresolved Billing Disputes**

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has up to 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business) to take the following course of action:

1) First, the Customer may request and the Company will provide an in-depth review of the disputed amount.

2) Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

Florida Public Service Commission  
Division of Communications  
2540 Shumard Oak Boulevard  
Gunter Building  
Tallahassee, Florida 32399-0850

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**2.6 Payment Arrangements (continued)****2.6.4 Discontinuance of Service**

- A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F) In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs as set forth in Section 2.9 of this tariff. The Customer will also be responsible for payment of any reconnection charges.

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**2.6 Payment Arrangements (continued)****2.6.4 Discontinuance of Service (continued)**

- G) Upon the Company's discontinuance of service to the Customer under Section 2.6.4(A) or 2.6.4(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).
- H) For any Customer which receives calls originally dialed as an 800 or 888 number, the Customer is responsible for providing adequate access lines to enable the Company to terminate all 800/888 Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate 800/888 Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after 90 days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate any portion of the Customer's 800/888 Service, with 30 days written notice, that may be provided by the Company.
- I) The Company, by written notice to the customer, may discontinue service to any Company Calling Card authorization code that the Company may have issued if that code has not been used for a period of 120 days.

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**2.6.5 Cancellation of Application for Service**

- A) Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levied against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent).
- C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D) The special charges described in 2.6.5(A) through 2.6.5(C) will be calculated and applied on a case-by-case basis.

**2.6.6 Changes in Service Requested**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

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**2.7 Allowances for Interruption in Service****2.7.1 General**

- A) A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

No credit allowance will be made for any interruption in service:

- A) Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C) Due to circumstances or causes beyond the control of the Company;
- D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E) During any period in which the Customer continues to use the service on an impaired basis;

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**D) Interruptions of 24 Hours or Less**

<b>Length of Interruption</b>	<b>To be Credited</b>	<b>Interruption Period</b>
Less than 15 minutes	None	
15 minutes up to but not including 3 hours		1/10 Day
3 hours up to but not including 6 hours		1/5 Day
6 hours up to but not including 9 hours		2/5 Day
9 hours up to but not including 12 hours		3/5 Day
12 hours up to but not including 15 hours		4/5 Day

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**2.7 Allowances for Interruption in Service (continued)****2.7.4 Application of Credits for Interruptions in Service****D) Interruptions of 24 Hours or Less (continued)****Length of Interruption To be Credited****Interruption Period**

15 hours up to but not including	
24 hours	One Day

**E) Continuous Interruption Over 24 Hours and Less Than 72 Hours**

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each three-hour period or fraction thereof that occurs following the expiration of the initial 24-hour period. No more than one full day's credit will be allowed for any period of 24 hours.

**F) Interruptions over 72 Hours**

Interruptions over 72 hours will be credited 2 days for each full 24-hour period that occurs following the expiration of the initial 72-hour period. No more than 30 days credit will be allowed for any one month period.

**2.7.5 Cancellation for Service Interruption**

Cancellation or termination for service interruption for services as to which the customer does not otherwise have a right to terminate service is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equalling 16 hours in a continuous 12 month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

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**2.8 Cancellation of Service/Termination Liability**

If a Customer cancels a Service Order or terminates services before the completion of the minimum term for any reason whatsoever other than a service interruption (as defined in Section 2.7.1), the Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

**2.8.1 Termination Liability**

Customer's termination liability for cancellation of service shall be equal to:

- A) all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;
- B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- C) all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- D) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

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**2.9 Customer Liability For Unauthorized Use of the Network****2.9.1 Unauthorized Use of the Network**

- A) Unauthorized use of the network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the network, makes fraudulent use of the network to obtain the Company's services provided under this tariff, or uses specific services that are not authorized.
- B) The following activities constitute fraudulent use:
- 1) Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service:
  - 2) Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
  - 3) 800/888 callers using the network with the intent of gaining access to a Customer's outbound calling capabilities on an authorized basis; and
  - 4) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.
- C) Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

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**2.9.2 Liability for Unauthorized Use**

- A) Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B) The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- C) The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

**2.9.3 Liability for Calling Card Fraud**

- A) The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of any Company Calling Card that the Company may have issued, provided that the unauthorized use occurs before the Company has been notified.
- B) The Customer must give the Company notice that unauthorized use of any Company Calling Card has occurred or may occur as a result of loss, theft or other reasons. For the purposes of this section, "notice" occurs when the Company receives a written confirmation that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons.
- C) The Company may, but is not required to, advise the customer of abnormal calling patterns or other possible unauthorized use of any Company Calling Cards assigned to the customer. In addition, the Company may, but is not required to block calls on Company Calling Card authorization codes which the Company believes to be unauthorized or fraudulent.

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**2.9.4 Liability for Calling Card Fraud**

- A) The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Credit Card, provided: (1) the Credit Card is an accepted credit card, and (2) the unauthorized use occurs before the Company has been notified. An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholders
- B) The liability of the Customer for unauthorized use of the Network by Credit Card fraud will not exceed the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.
- C) The Customer must give the Company written notice that unauthorized use of a Credit Card has occurred or may occur as a result of loss, theft or other reasons. For the purposes of this section, "notice" occurs when the Company receives a written confirmation that unauthorized use of a Credit Card has occurred or may occur as a result of loss, theft or other reasons.

**2.10 Use of Customer's Service by Others**

**2.10.1 Resale and Sharing**

Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws or Florida Public Service Commission regulations governing such resale or sharing. Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

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**2.10.2 Joint Use Arrangements**

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

**2.11 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

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**2.12 Notices and Communications**

- A) The Customer shall designate an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- B) The Company shall designate an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- C) All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- D) The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

**2.13 Operator Services Rules**

- A) The Company will enforce the operator service rules set out below. A provider of intrastate operator assisted communications services must:
  - 1) identify itself at the time the end-user accesses its services;
  - 2) upon request, quote all rates and charges for its services to the end-user accessing its system;
  - 3) arrange to have posted in plain view at each telephone location which automatically accesses the operator service provider's network and where its services are made available to the public or transient end-users:

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**2.13 Operator Services Rules (continued)**

- (a) the operator service provider's name and address;
  - (b) bill and service dispute calling information including the operator service provider's dispute resolution phone number;
  - (c) clear and specific instructions informing the end-user how to access a local exchange telephone company operator as an alternative available to the end-user; and
  - (d) notice concerning any and all amounts to be billed by the operator services provider on behalf of any host location or third party which will appear on the operator service provider's bill for services rendered.
- 4) in instances when the provider is unable to complete the call and it requires transfer to another telephone corporation which may affect the rates and charges applicable to the telephone bill, inform the caller of the transfer and its possible effect on the applicable rates and charges, before any charges are incurred; and
- 5) in the case of such transfer, the telephone corporation or provider to which the call is transferred shall identify itself and inform the caller of the transfer's effect on the applicable rates and charges, before any charges are incurred.

**B) The Company will comply with the following provisions:**

- 1) Providers of intrastate operator assisted communications services shall not take any action or enter into any arrangement which restricts end-user selection among competing interexchange telephone corporations or end users access to competing providers of intrastate operator assisted communications services, or pay any commissions or other compensation to any entity engaged in such action or arrangement.

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**SECTION 3 - BASIC SERVICE DESCRIPTIONS AND RATES****3.1 Introduction**

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

**3.2 Charges Based on Duration of Use**

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- A) Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded up to the next whole unit.
- B) Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- C) Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- D) Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- E) All times refer to local time.

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**3.3 Rates Based Upon Distance**

Where charges for a service are specified based upon distance, the following rules apply:

- A) Distance between two points is measured as airline distance between the Rate Centers of the originating and terminating telephone lines. The Rate Center is a set of geographic coordinates, as referenced in Bellcore's Local Exchange Routing Guide (LERG), associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network the Company will apply the Rate Center of the Customer's main billing telephone number.
- B) The airline distance between any two Rate Centers is determined as follows:
- 1) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.
  - 2) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
  - 3) Square each difference obtained in step (b) above.
  - 4) Add the square of the "V" difference and the square of the "H" difference obtained in step (c) above.
  - 5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
  - 6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
  - 7) **FORMULA** =  $\left(\frac{((V1-V2)^2 + (H1-H2)^2)}{10}\right)^{1/2}$

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**SECTION 4 - SERVICE AREAS**

**4.1 Exchange Access Service Areas**

Exchange Access Services are provided (pursuant to Section 5.1) in limited geographic areas. Exchange Access Services bearing the following NPA-NXX designations are provided at the following locations and in the following areas:

NPA-NXX	Geographic Areas In Which Full Service is Available
---------	--

EXCHANGE ACCESS INFORMATION IS NOT AVAILABLE AT THIS TIME

**Note:**

The Company intends to offer its customers exchange access service to local calling areas that are at least as large as the local calling areas offered by the dominant Local Exchange Carrier in any area where the Company provides service. The precise limits of the Company's local calling areas cannot be determined until final interconnection arrangements have been made with the dominant Local Exchange Carrier(s) in the area(s) where the Company offers services.

**4.2 Calling Areas**

Geographically-defined Local Calling Areas are associated with each Exchange Access Service provided pursuant to Section 5.1. Exchange Access Services bearing the following NPA-NXX designations shall have the following Home Calling Areas:

NPA-NXX	Local Calling Area
---------	--------------------

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**4.2 Calling Areas (continued)**

Note:

The Company intends to offer its customers exchange access service to local calling areas that are at least as large as the local calling areas offered by the dominant Local Exchange Carrier in any area where the Company provides service. The precise limits of the Company's local calling areas cannot be determined until final interconnection arrangements have been made with the dominant Local Exchange Carrier(s) in the area(s) where the Company offers services.

**4.3 Rates**

Rates and rate plans for Local Calling Area calls placed over Company-provided Exchange Access Services are set forth in Section 5.

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**SECTION 5 - EXCHANGE ACCESS SERVICE**

**5.1 General**

Exchange Access Service provides a Customer with a telephonic connection and a unique telephone number address on the public switched telecommunications network. Each Exchange Access Service enables users to:

- A) receive calls from other stations on the public switched telecommunications network;
- B) access other services offered by the Company as set forth in this tariff;
- C) access (at no additional charge) the Company's business office for service related assistance;
- D) access (at no additional charge) emergency services by dialing 0- or 9-1-1; and
- E) access services provided by other common carriers which purchase the Company's Switched Access services as provided under the Company's Federal and/or State tariffs, or which maintain other types of traffic exchange arrangements with the Company.

Each Exchange Access Service is available on a 'Full' service basis, whereby service is delivered to a demarcation/connection block at the customer's premise.

The following Exchange Access Services are offered:

Basic Line Service-Residential  
Basic Line Service-Business

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**5.2 Basic Line Service-Residential**

Basic Line Service-Residential provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Basic Lines are provided for connection of Customer-provided single station sets or facsimile machines to the public switched telecommunications network. Each Basic Line is provided with the following standard features which can be deleted at the Customer's option:

Call Waiting	ID Masking
Unlisted Telephone Number	Touch Tone

Non-recurring and monthly recurring rates per Basic Line apply as follows:

**Non-Recurring**

Per Line	First Line	\$XX.XX
	Additional	\$XX.XX

**Term Monthly Recurring**

Per Line	Month-to-Month	\$XX.XX
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**5.3 Basic Line Service-Business**

Basic Line Service-Business provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Basic Lines are provided for connection of Customer-provided single station sets or facsimile machines to the public switched telecommunications network. Each Basic Line is provided with the following standard features which can be deleted at the Customer's option:

Call Waiting	ID Masking
Unlisted Telephone Number	Touch Tone

Non-recurring and monthly recurring rates per Basic Line apply as follows:

**Non-Recurring**

Per Line	First Line	\$XX.XX
	Additional	\$XX.XX

**Term Monthly Recurring**

Per Line	Month-to-Month	\$XX.XX
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Basic Line Service-Business will be provided on a "facilities available" basis. The Company anticipates that it will be able to meet reasonable requests for individual business lines that are physically contiguous to locations at which the Company provides Basic Line Service-Residential.

**5.4 Usage Charges**

For local usage charges for measured service calls, refer to the Rate Schedule in Section 7.2.1.

Note: It is the Company's intention to offer all of its residential customers flat-rated calling throughout the largest possible local calling area. The Company's ability to offer such a service economically depends upon the outcome of negotiations with the dominant Local Exchange Carrier(s) serving the area(s) that the Company will serve.

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**5.5 Rate Elements**

The following Rate Elements are in addition to the standard features located in Section 5.7.1. The optional features in Section 6 may not be applicable to this service. These rates are applied on a nonrecurring and/or monthly recurring basis.

	Rate
Number Retention - Per Number	
Recurring	\$ XX.XX
Non-Recurring	\$ XX.XX
Additional Directory Per Listing	
Recurring	\$XX.XX
Remote Call Forwarding - Per path	
Recurring	\$XX.XX
Service Establishment Charge	
Non-Recurring - Per Order	\$XX.XX
Installation Charge	
Non-Recurring	\$XX.XX
Vanity Number - Per number	
Recurring	\$XX.XX
Vanity Number Retention: Per number	
Recurring	\$XX.XX
Non-Recurring	\$XX.XX

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**SECTION 6 - EXCHANGE ACCESS OPTIONAL FEATURES****6.1 Directory Listings**

For each Customer of Company-provided Exchange Access Service(s), the Company shall, upon customer request, arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At the Customer's option, the Company will arrange for additional listings at the following rates:

	Non-Recurring	Monthly Recurring
Each Additional Listing	\$ XX.XX	\$ XX.XX

**6.2 Number Retention****6.2.1 Description**

Number Retention is an optional feature by which a new Customer, who was formally a customer of another certificated local exchange carrier at the same premises location, may retain its telephone number for use with the Company-provided Exchange Access Services. Number Retention service is only available in areas where the Company maintains some form of number retention arrangement with the Customer's former local exchange carrier.

Monthly recurring and non-recurring charges apply per retained number. Rates for retained numbers may vary from area to area.

**6.2.2 Rates**

	Non-Recurring	Monthly Recurring
per retained number	\$ XX.XX	\$ XX.XX
per retained vanity number	\$ XX.XX	\$ XX.XX

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**6.3 Vanity Number Service****6.3.1 Description**

Vanity Number Service is an optional feature by which a new Customer may request a specific or unique telephone number and fax number for use with the Company provided Exchange Access Services. This service provides for the assignment of a customer requested telephone number other than the next available number from the assignment control list.

Vanity Number Service is furnished subject to the availability of facilities and the requirements of Exchange Access Service as defined by the Company. The Company reserves all rights to the Vanity Numbers assigned to customers and may, therefore, change them if required.

Monthly recurring charges apply per Vanity number.

**6.3.2 Rates**

	Non-Recurring	Monthly Recurring
Per Vanity Number	\$XX.XX	\$XX.XX

**6.4 Other Exchange Access Service Features****6.4.1 Call Waiting****6.4.1.1 Description**

Permits a line in the talking state to be alerted by a tone when another call is attempting to complete to the line. Audible ringing is returned to the originating line. The Service also provides a hold feature that is activated by a switch-hook flash.

**6.4.1.2 Rates**

Monthly \$ XX.XX

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**6.4.2 Caller ID****6.4.2.1 Description**

Allows the customer to view the telephone number of an incoming call before answering the call. To utilize this feature, the customer is required to use either a display telephone or a small display unit which connects to the telephone. Caller ID is a monthly subscription service.

**6.4.2.2 Rates**

Monthly \$ XX.XX

**6.4.3 ID Masking****6.4.3.1 Description**

Allows a customer to block their name and number from being identified on the Caller ID display of the persons receiving the call. Instead, the letter "P" or the word "Private" appears on the receiving person's display. To activate this feature on a call by call basis, the customer should dial \*67 just before placing a phone call. The feature automatically deactivates at the conclusion of the call. This is a free service.

**6.4.4 Masked Caller Blocking****6.4.4.1 Description**

Allows the customer to reject incoming calls from people using the ID Masking feature (i.e., that have intentionally blocked their identification (name and number) display information. This feature is activated by dialing \*77. Once activated, an announcement will play to those callers using ID Masking stating that no anonymous calls will be accepted, and they should unblock their number and call again. This feature can be deactivated by dialing \*87. This is a monthly subscription service.

Note: The availability of this service depends upon the Company obtaining suitable interconnection arrangements with other local exchange companies.

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**6.4.4.2 Rates**

Monthly \$ XX.XX

**6.4.5 Identified Caller Blocking**

**6.4.5.1 Description**

Allows the customer to reject incoming calls from people a pre-selected list of telephone numbers. Incoming calls on the reject list hear a recording that states that the called party is not accepting calls at this time. The customer does not hear a ring for these calls. To activate this feature, the customer should dial \*60 and follow the instructions given by the voice announcement. To add the last caller to the list, the customer should press #01#. This is a monthly subscription service.

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**6.4 Other Exchange Access Service Features (continued)****6.4.5 Identified Caller Blocking (continued)****6.4.5.2 Rates**

Monthly \$ XX.XX

**6.4.6 Distinctive Ringing****6.4.6.1 Description**

Two telephone numbers can be assigned to the customer's telephone. Each of the two numbers can have a distinctive ring to allow the customer to distinguish which line is ringing.

**6.4.6.2 Rates**

Monthly \$ XX.XX

**6.4.7 Call Forwarding****6.4.7.1 Description**

Allows the customer to forward incoming calls to another location. To activate call forwarding, dial \*72 followed by the telephone number to which calls should be forwarded. To deactivate, dial \*73. Call Forwarding is offered either as a monthly subscription service or on a per-use basis.

**6.4.7.2 Rates**

Monthly \$ XX.XX

Per Use \$ XX.XX

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**6.4.8 Three-Way Calling****6.4.8.1 Description**

This feature enables three remote locations to conference together on a call. A customer establishes a call with the first party, presses down the switch hook, establishes the second call, and presses down the switch hook again to joint both parties to the call. Three-Way calling is offered either as a monthly subscription service or on a per-use basis.

**6.4.8.2 Rates**

Monthly \$ XX.XX  
Per Use \$ XX.XX

**6.4.9 Call Trace****6.4.9.1 Description**

Allows the customer to trace the last incoming call. When the trace is complete, the customer hears a recorded confirmation and is prompted to call the Company. Police intervention is needed to obtain the traced call information. This feature is activated by dialing \*57 after receiving the call to be traced. Call Trace is offered either as a monthly subscription service or on a per-use basis.

**6.4.9.2 Rates**

Monthly \$ XX.XX  
Per Use \$ XX.XX

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**6.4.10 Call Return****6.4.10.1 Description**

Call Return allows the customer to dial the last incoming caller without having to know the telephone number of the caller. If the number is busy, the customer hears a recorded message. Once both lines are free, the customer hears a special ring indicating that the call can now take place. This service is offered either as a monthly subscription service or on a per-use basis.

Note: The availability of this service depends upon the Company obtaining suitable interconnection arrangements with other local exchange companies.

**6.4.10.2 Rates**

Monthly \$ XX.XX  
Per Use \$ XX.XX

**6.4.11 Repeat Dial****6.4.11.1 Description**

Repeat Dial allows the customer to dial the last outgoing call without having to re-dial the telephone number. If the number is busy, the customer hears a recorded message. Once both lines are free, the customer hears a special ring indicating that the call can now take place. This service is offered either as a monthly subscription service or on a per-use basis.

Note: The availability of this service depends upon the Company obtaining suitable interconnection arrangements with other local exchange companies.

**6.4.11.2 Rates**

Monthly \$ XX.XX  
Per Use \$ XX.XX

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**6.4.12 Call Referral****6.4.12.1 Description**

Upon disconnection of a telephone service, a customer can have the disconnected number play a recorded announcement of the new telephone number. This service is offered for a one, two or three month period. Charges will appear on the final bill for the disconnected telephone service.

**6.4.12.2 Rates**

One Month	\$ XX.XX
Two Months	\$ XX.XX
Three Months	\$ XX.XX

**6.5 Other Services and Features Available.**

The Company offers its customers on an unregulated, non-tariffed basis features and services other than those included in Section 6.4.1 preceding. These may include features and services such as voice mail, reminder call-back services, and other features.

**6.6 Service Packages**

The Company offers some services in discounted packages that may include both services offered in this tariff and unregulated, non-tariffed services. In addition, the Company from time to time may offer special promotional packages available only to customers who begin service during the promotional period.

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**6.6.1 Standard Package #1**

**6.6.1.1 Description**

This package includes Caller ID, Three-Way Calling, and a Caller ID Memory Screen telephone.

**6.6.1.2 Rates**

Monthly \$ XX.XX

**6.6.2 Standard Package #2**

**6.6.2.1 Description**

This package includes Caller ID, Voice Mail service with a message waiting indicator, Call Forwarding, Call Trace and reminder call-back, as well as a Caller ID Memory Screen telephone.

**6.6.2.2 Rates**

Monthly \$ XX.XX

**6.6.3 Standard Package #3**

**6.6.3.1 Description**

This package includes Caller ID, Distinctive Ringing, Voice Mail service on both numbers with a message waiting indicator, Three Way Calling, and a Caller ID Memory Screen telephone.

**6.6.3.2 Rates**

Monthly \$ XX.XX

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**6.6 Service Packages (continued)****6.6.4 Standard Package #4****6.6.4.1 Description**

This package includes a second Basic Line Service-Residential, Three-Way Calling, Voice Mail service on both lines, Call Forwarding, Caller ID on both lines, ID masking on both lines, as well as a Caller ID Memory Screen telephone with two lines.

**6.6.4.2 Rates**

Monthly \$ XX.XX

**6.6.5 Customer Selected Packages****6.6.5.1 Description**

Customers may select one or more calling features from those offered by the Company. The individual feature price for a single feature applies if only one feature is chosen. If two or more features are chosen, each of the chosen features is provided at a reduced rate. The features that are available for selection in customer selected packages are: Caller ID, Call Forward, Three Way Calling, Call Trace, Distinctive Ringing, and Call Waiting. The Company may from time to time include non-regulated services or features (such as Reminder Call Back) in the list of services available for inclusion in a customer selected package.

**6.6.6.2 Rates**

Monthly, per feature in packages of  
more than one feature \$ XX.XX

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**SECTION 7 - LOCAL CALLING SERVICE****7.1 Description**

Local Calling Service provides a Customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network bearing the designation of any central office of the exchanges and zones defined Section 4.1. The rates set forth in this section apply to all direct dialed local calls. For operator-assisted (non-aggregator) local calls, the operator charges listed in Section 8.1.3 apply in addition to the charges listed in Section 7.2 below.

**7.2 Rates**

Local Area Calling Service is billable on a per minute basis. The rates set forth in this section apply to all outgoing direct-dialed calls placed to telephone stations within the caller's exchange area.

**7.2.1 Local Calling Service Rates**

Per Minute    \$XX.XX

Note: It is the Company's intention to offer all of its residential customers flat-rated calling throughout the largest possible local calling area. The Company's ability to offer such a service economically depends upon the outcome of negotiations with the dominant Local Exchange Carrier(s) serving the area(s) that the Company will serve.

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**SECTION 8 - MISCELLANEOUS SERVICES****8.1 Operator Services****8.1.1 Description**

Operator Handled Calling Services are provided to Customers and Users of Company-provided Exchange Access Services.

**8.1.2 Definitions**

**Person-to-person:** Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station, or a designated thirty-party station. Calls may be dialed with or without the assistance of a Company operator.

**Station-to-Station:** Refers to calls other than person-to-person calls billed to either the end user's commercial credit card and/or nonproprietary calling card. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

**Operator Dialed Charge:** The end user places the call without dialing the destination number, even though the end user has the capability to do so. The end user will dial "O" for local calls and "00" for long distance calls, and will then request the operator to dial the called station.

**Billed to Non-Proprietary Calling Card:** Refers to calls that are dialed by the customer in accordance with standard dialing instructions and billed to a non-proprietary calling card issued by another carrier.

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**8.1.3 Rates**

Local exchange calls may be placed on an Operator Assisted basis. Usage charges for Operator Assisted calls are the same as those set forth in Section 7, preceding. For Operator Assisted calls to Busy Line Verification and Interrupt, or Directory Assistance, the surcharges specified in Section 8.2.3 and Section 8.3.2 will apply in addition to any applicable Operator charges.

In addition to the usage charges identified above, the following operator-assisted charges will apply:

	Per Call Charges
Person-to-Person (Customer Dialed)	\$X.XX
Station-to-Station (Customer Dialed)	\$X.XX
Operator Dialed Charge (applies in addition to other operator charges)	\$X.XX
Billed to Non-Proprietary Calling Card (additional surcharge)	\$X.XX

**8.2 Busy Line Verify and Interrupt Service****8.2.1 Description**

Upon request of a calling party the Company will verify a busy condition on a called line.

- A) The operator will determine if the line is clear or in use and report to the calling party.
- B) The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

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**8.2 Busy Line Verify and Interrupt Service (continued)****8.2.2 Regulations****A) A charge will apply when:**

- 1) The operator verifies that the line is busy with a call in progress.
- 2) The operator verifies that the line is available for incoming calls.
- 3) The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

**B) No charge will apply:**

- 1) When the calling party advises that the call is to or from an official public emergency agency.
- 2) Under conditions other than those specified in 8.2.2. (A) preceding.
- 3) Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.
- 4) The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

**8.2.3 Rates**

	Per Request
Busy Line Verify Service	\$X.XX
Busy Line Verify and Busy Line Interrupt Service	\$X.XX

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**8.3 Directory Assistance****8.3.1 Description**

Customers and Users of the Company's calling services may obtain directory assistance in determining telephone numbers within Florida by calling the Directory Assistance operator.

**8.3.2 Rates**

- A) Directory Assistance charges apply for all requests for which the Company's facilities are used, after the use by the customer of the number of "free" calls to Directory Assistance required by rules of the Florida Public Service Commission. Each number requested is charged for as shown below. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.

Per Number Requested

Local  
\$ XX.XX

- B) A credit will be given for calls to Directory Assistance when:
- 1) the Customer experiences poor transmission or is cut-off during the call,
  - 2) the Customer is given an incorrect telephone number, or
  - 3) the Customer inadvertently misdials an incorrect Directory Assistance NPA.

To receive a credit, the customer must notify the Company Business Office of the problem experienced.

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**8.4 Service Implementation and Installation****8.4.1 Description**

Absent a promotional offering, service implementation and installation charges will apply to new service orders or to orders to change existing service.

**8.4.2 Rates**

Non-Recurring

per service order	\$ XX.XX
per installation	\$ XX.XX

**8.5 Restoration of Service****8.5.1 Description**

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities suspended is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

**8.5.2 Rates**

Non-Recurring

per occasion	\$ XX.XX
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**SECTION 9 - SPECIAL ARRANGEMENTS****9.1 Special Construction****9.1.1 Basis for Charges**

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include: (1) nonrecurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof.

**9.1.2 Basis for Cost Computation**

The costs referred to in 9.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A) cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
  - 1) equipment and materials provided or used,
  - 2) engineering, labor and supervision,
  - 3) transportation, and
  - 4) rights of way;
- B) cost of maintenance;
- C) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- D) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;

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**9.1 Special Construction (continued)**

**9.1.2 Basis for Cost Computation (continued)**

- E) license preparation, processing and related fees;
- F) tariff preparation, processing and related fees;
- G) any other identifiable costs related to the facilities provided; or
- H) an amount for return and contingencies.

**9.1.3 Termination Liability**

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the customer.

- A) The termination liability period is the estimated service life of the facilities provided.
- B) The amount of the maximum termination liability is equal to the estimated amounts for:

1) Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:

- (a) equipment and materials provided or used,
  - (b) engineering, labor and supervision,
  - (c) transportation, and
  - (d) rights of way;
- 2) license preparation, processing, and related fees;

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**9.1 Special Construction (continued)****9.1.2 Basis for Cost Computation (continued)**

- 3) tariff preparation, processing, and related fees;
- 4) cost of removal and restoration, where appropriate; and
- 5) any other identifiable costs related to the specially constructed or rearranged facilities.

**9.1.3 Termination Liability**

- C) The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 9.1.3(B) preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in section 9.1.3(B) preceding shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

**9.2 Individual Case Basis (ICB) and Special Assembly Arrangements**

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a bid for a service that the Company is technically capable of providing but which is not offered under this tariff (special assembly), or to develop a competitive bid for a service that the Company offers under this tariff (ICB). Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB and special assembly rates will be offered to the Customer in writing and on a nondiscriminatory basis.

**9.3 Temporary Promotional Programs**

The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers.

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Tallahassee, FL 32399-0850

Re: ALEC Application for Interlink Telephony, Inc.

Dear Madam or Sir:

Enclosed for filing please find an original and twelve (12) copies of the Application Form for Authority to Alternative Local Exchange Service on behalf of Interlink Telephony, Inc. ("Interlink"). Also enclosed please find Interlink's check in the amount of \$250.00, which is the required filing fee associated with this application.

Given that Interlink has yet to execute an interconnection agreement, Interlink's ALEC application includes a price list, but the price list does not include final prices. A final price list will be submitted to the Commission once Interlink executes an interconnection agreement.

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