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980122-TI

January 23, 1998

via UPS OVERNIGHT

Florida Public Service Commission
Div. of Communications, Certification
& Compliance Section
2440 Shumard Oak Boulevard
Tallahassee, Florida 32399-0866

Re: Axsys, Inc.'s Application for Authority to Provide Interexchange
Telecommunications Service Within the State of Florida (the "Application")

Dear Sir/Madam:

Enclosed are the original and seven (7) copies of the Application. Please file the Application
in your usual fashion and return one file-stamped copy to us in the enclosed envelope.

In addition, enclosed is a check in the amount of \$250.00 to cover the filing fee.

If you have any questions or comments, please call.

Sincerely,

Anne E. Franklin

AEF/bw
Enc.

cc. Axsys, Inc.
(with enclosure)
Charles A. Hudak, Esq.

AE

check

DOCUMENT NUMBER DATE

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FPSC DIVISION OF REGISTRATION

APPLICATION OF AXSYS, INC./TEL PTNS
FOR
AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS
SERVICE WITHIN THE STATE OF FLORIDA

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

- Original Authority** (New company).
- Approval of Transfer** (To another certificated company).
- Approval of Assignment of existing certificate** (To a noncertificated company).
- Approval for transfer of control** (To another certificated company).

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

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

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

AXSYS, INC.

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

AXSYS, INC./TEL PTNS

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

**Axsys, Inc./TEL PTNS
1111 Hillcrest Road, Suite 210
Mobile, A. 36695
(334) 342-4000**

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

**The Applicant conducts business from its headquarters in Mobile, Alabama.
The Applicant's registered agent in Florida is listed below at 9(b).**

7. Structure of organization;

Individual Corporation
 Foreign Corporation Foreign Partnership
 General Partnership Limited Partnership
 Other:

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

Not applicable.

- (a) Provide proof of compliance with the foreign limited partnership statute (Chapter 620.169 FS), if applicable.

Not applicable.

- (b) Indicate if the individual or any of the partners have previously been:

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

Not applicable.

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

Not applicable.

9. If incorporated, please give:

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

Corporate Charter Number: **F97000004743**

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

**Axsys, Inc./TEL PTNS
c/o CT Corporation System
1200 South Pine Island Road
Plantation, Florida 33324**

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

Fictitious name registration number: **Not applicable.**

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

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

None of Applicant's officers or members has been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime. Further, no such action can result inasmuch as no such proceedings are pending against any of Applicant's officers or members.

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

None of Applicant's officers or members is an officer, director, partner or stockholder in any other Florida certificated telephone company.

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

(a) The application;

**Charles A. Hudak, Esq.
Anne E. Franklin, Esq.
Gerry, Friend & Sapronov
Three Ravinia Drive
Suite 1450
Atlanta, GA 30346-2131
(770) 399-9500**

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

**Mr. Richard L. Reiner, President
Axsys, Inc./TEL PTNS
1111 Hillcrest Road, Suite 210
Mobile, AL 36695
P.O. Box 850158
Mobile, Alabama 36685
(334) 342-4000
1-888-780-5260**

(c) Tariff;

**Charles A. Hudak, Esq.
Anne E. Franklin, Esq.
Gerry, Friend & Sapronov
Three Ravinia Drive
Suite 1450
Atlanta, GA 30346-2131
(770) 399-9500**

(d) Complaints/Inquiries from customers;

**Ms. Jean L. Reiner
Secretary and Credit Manager
Axsys, Inc./TEL PTNS
P.O. Box 850158
Mobile, Alabama 36685
(334) 342-4000
1-888-780-5260**

For twenty-four hour assistance, please contact Applicant's Customer Service Department at: 1-888-780-5260.

11. List the states in which the applicant:

(a) Has operated as an interexchange carrier.

Applicant is not authorized to provide long distance telecommunications service in any state at this time.

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

Applicant has filed, or intends to file, applications to resell telecommunications service in the states of Kentucky and Louisiana.

(c) Is certificated to operate as an interexchange carrier.

Applicant has not received authority to operate as an interexchange carrier in any state at this time.

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

Applicant has never been denied authority to operate as an interexchange carrier.

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

Applicant has never been assessed regulatory penalties for violations of federal or state telecommunications statutes.

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

Applicant has never been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity.

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

- Facilities.
- Billing and Collection.
- Maintenance.
- Other: None.
- Operators.
- Sales.

13. Do you have a marketing program?

Applicant markets its services through employee sales and marketing personnel.

14. Will your marketing program:

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

Not applicable.

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

Not applicable.

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

- Residential customers
- Business customers.
- PATS providers.
- PATS station end-users.
- Hotels and motels
- Hotel and motel guests.
- Universities.
- Univ. dormitory residents.
- Other: (specify)

17. Please provide the following (if applicable):

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

Applicant's name and toll-free telephone number for customer service will appear on the customer's statement.

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

Applicant initially intends to bill its customers directly for intrastate, long distance services.

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

Applicant's proposed tariff is attached hereto at Exhibit "A".

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

MTS with distance sensitive per minute rates

Method of access is FGA

Method of access is FGB

Method of access is FGD

Method of access is 800

MTS with route specific rates per minute

Method of access is FGA

Method of access is FGB

Method of access is FGD

Method of access is 800

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

Method of access is FGA

Method of access is FGB

Method of access is FGD

Method of access is 800

MTS for pay telephone service providers

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

800 Service (Toll free)

WATS type service (Bulk or volume discount)

Method of access is via dedicated facilities

Method of access is via switched facilities

Private Line services (Channel services)
(For example, 1.544 Mbps, DS-3, etc.)

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

900 Service

Operator Services
 Available to presubscribed customers
 Available to non presubscribed customers (for example, to patrons of hotels, students in universities, patients in hospitals)
 Available to inmates

Services included are:

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

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

A description of Applicant's services is attached hereto at Exhibit "B".

21. Other: Not applicable.

APPLICANT ACKNOWLEDGMENT STATEMENT

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50.00 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** A non-refundable application fee of \$250.00 must be submitted with the application.
5. **LEC BYPASS RESTRICTIONS:** I acknowledge the Commission's policy that interexchange carriers shall not construct facilities to bypass the LECs without first demonstrating to the Commission that the LEC cannot offer the needed facilities at a competitive price and in a timely manner.
6. **RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange telephone service.
7. **ACCURACY OF APPLICATION:** By my signature below, I attest to the accuracy of the information contained in this application and associated attachments.

AXSYS, INC./TEL PTNS
(Applicant)

By: 
Richard L. Reiner
President

Date: 1/22/98

APPENDIX A

CERTIFICATE TRANSFER STATEMENT

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

Signature of owner or chief officer of the certificate holder

Title

Date

APPENDIX B

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

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

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



Richard L. Reiner
President
AXSYS, INC./TEL PTNS

1/22/98
Date

APPENDIX C

INTRASTATE NETWORK

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

As a reseller, Applicant's services will be provided from current or future locations where its underlying carrier maintains a point of presence.

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

As a reseller, Applicant's services will be accessible from all locations where its underlying carrier maintains switched access facilities.

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

POP-to-POP

Type

Ownership

Applicant does not maintain transmission facilities within the State of Florida.

4. **ORIGINATING SERVICE:** Please provide the list of exchanges where you are proposing to provide originating service within thirty (30) days after the effective date of the certificate (Appendix D).
5. **TRAFFIC RESTRICTIONS:** Please explain how the applicant will comply with the EAEA requirements contained in Commission Rule 25-24.471 (4) (a).

Applicant represents that it shall limit its intraEAEA service to WATS and MTS toll service. Applicant has the ability to screen all calls and shall block any other unauthorized intraLATA local call. Applicant further represents that it does not resell private line services.

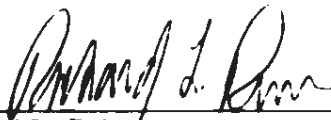
6. **CURRENT FLORIDA INTRASTATE SERVICES:** Applicant has (X) or has not () previously provided intrastate telecommunications in Florida. If the answer is has, fully describe the following:

- (a) What services have been provided and when did these services begin?

Applicant was granted a authority to provide local exchange service in the State of Florida in Docket No. 971089-TX, Order No. PSC-97-1299-FOF-TX on October 20, 1997.

(b) If the services are not currently offered, when were they discontinued?

Not applicable.



Richard L. Reinert
President
AXSYS, INC./TEL PTNS

1/22/97

Date

APPENDIX D

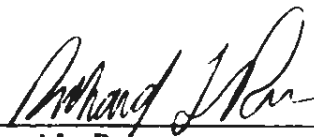
FLORIDA TELEPHONE EXCHANGES

AND

EAS ROUTES

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

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



Richard L. Reiner
President
AXSYS, INC./TEL PTNS

1/22/98
Date

EXHIBIT "A"

TARIFF

TELECOMMUNICATIONS SERVICES

**Applying to Resale of Intrastate
Common Carrier Communications
Services Between Points in the
State of Florida**

AND

CONTAINING RULES AND REGULATIONS

GOVERNING SERVICE

This tariff is on file with the Florida Public Service Commission and copies may be inspected, during normal business hours, at AXSYS, INC./TEL PTNS, 1111 Hillcrest Road, Suite 210, Mobile, AL 36695.

Issued: January 2., 1998

By: Richard I. Reiner, President
Axsys, Inc./TEL PTNS
P.O. Box 850158
Mobile, AL 36685

Effective

CHECK LIST

Pages 1 to 34 are effective as of the date shown. Revised sheets as named below contain all changes from the original tariff that are in effect on the date thereof.

<u>PAGE</u>	<u>REVISION NO.</u>	<u>PAGE</u>	<u>REVISION NO.</u>
1	Original	32	Original
2	Original	33	Original
3	Original	34	Original
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25	Original		
26	Original		
27	Original		
28	Original		
29	Original		
30	Original		
31	Original		

SYMBOLS

Whenever tariff sheets are revised, changes will be identified by the following symbols:

- (D) To signify deleted or discontinued rate, regulation or condition.
- (I) To signify a change resulting in an increase to a customer's bill.
- (M) To signify material moved from or to another part of tariff with no change in text, rate, rule or condition.
- (N) To signify new rate, regulation, condition or sheet.
- (R) To signify a change resulting in a reduction to a customer's bill.
- (T) To signify change in text but no change in rate, rule or condition.

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TARIFF FORMAT SHEET

A. Page Numbering. Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.

B. Page Revision Numbers. Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the Florida Public Service Commission. For example, the 4th revised Page 34 cancels the third revised Page 34. Because of deferrals, notice periods etc., the most current page number on file with the Commission is not always the tariff page in effect. Subscriber should consult the check page for the page 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 of coding.

2.

2.1.

2.1.1.

2.1.1.A.

2.1.1.A.1.

2.1.1.A.1.(a)

2.1.1.A.1.(a).I

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

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

D. Check List of Effective Pages. When a tariff filing is made with the Commission, an updated Check List of Effective Pages ("Check List") accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check List is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the Check List if these are the only changes made to it (i.e., the format, etc.). The subscriber should refer to the latest Check List to find out if a particular page is the most current page on file with the Commission.

INTRODUCTION

This tariff ("Tariff") contains the regulations and rates applicable to the furnishing of intrastate, common carrier telecommunications resale services by AXSYS, INC./TEL PTNS (hereinafter referred to as the "Company") between various locations in the State of Florida.

The regulations governing the provision and use of services offered under this Tariff are set forth in Section 2. Service descriptions and rates are set forth in Sections 3 and 4, respectively.

I TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used throughout this Tariff are defined below.

Access Code

"Access Code" means a sequence of numbers that, when dialed, connects a Customer to the Carrier associated with that sequence.

Authorization Code

"Authorization Code" means a numerical code, one or more of which are assigned to a Customer to enable it to access the Services provided by the Company and to identify the Customer for billing purposes.

Authorized User

"Authorized User" means a person, firm, company, corporation, or other entity who is authorized by the Customer to take Service under this Tariff.

Automatic Number Identification (ANI)

"Automatic Number Identification" or "ANI" refers to the calling telephone number identification which will be forwarded to the Carrier's network by the Local Exchange Company ("LEC") as a call is placed. ANI is provided by the LEC only when an LEC's switched access, Feature Group D interconnections are used to gain access to a Carrier's switched telecommunications service.

Calling Card

"Calling Card" means a calling card or other tangible item which (i) contains an Authorization Code and an Access Code, (ii) is supplied by the Company, and (iii) permits a User to use the Services.

Carrier

"Carrier" means a communications common carrier authorized by the Commission or the FCC to provide communications service to the public.

1 Technical Terms and Abbreviations (cont.)

Commission

"Commission" means the Florida Public Service Commission.

Credit(s)

"Credit(s)" has the meaning set forth in Section 2.26 hereof.

Credit Allowances

"Credit Allowances" has the meaning set forth in Section 2.26 hereof.

Credit Limit

"Credit Limit" means a credit limit placed on Customer's monthly consumption of Services pursuant to Section 2.18.

Customer

"Customer" means the person, firm, company, corporation, or other entity who, pursuant to a Service Order, orders Service(s) under this Tariff.

FCC

"FCC" means the Federal Communications Commission.

Governmental Authority

"Governmental Authority" means any judicial, administrative, or other federal, state or municipal governmental authority (including without limitation the Commission and the FCC) having jurisdiction over the Company or the provision of Services hereunder.

Holidays

"Holidays" means all Company-specified holidays: New Year's Day (January 1), Independence Day (July 4), Labor Day, Thanksgiving Day and Christmas Day (December 25).

1 Technical Terms and Abbreviations (cont.)**ICB**

"Individual Case Basis" or "ICB" has the meaning set forth in Section 2.35 hereof.

Interruption

"Interruption" means the disruption of, or removal of a circuit from, Service such that the Service becomes unusable by Subscriber for a continuous period of thirty (30) minutes or more.

InterLATA Service

"InterLATA Service" means communications between a point located in a local access and transport area ("LATA") and a point located outside such area.

Local Exchange Carrier ("LEC")

"LEC" means any person that is engaged in the provision of local exchange service or exchange access service. However, such term does not include any person insofar as such person is engaged in the provision of commercial mobile radio service.

Local Access and Transport Area ("LATA")

"Local Access and Transport Area" or "LATA" means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a LEC provides communications service.

Minimum Service Period

"Minimum Service Period" (or "MSP") means the minimum period of time during which Customer takes Services under this Tariff.

Other Providers

"Other Providers" means any carriers or other service providers, whose services or facilities are connected to the Services.

1 Technical Terms and Abbreviations (cont.)**Performance Failure**

"Performance Failure" means any disruption, degradation, or failure of Service, including without limitation any Interruption (but excluding Scheduled Interruptions), any installation failure or delay, or any mistake, delay, omission, error or other defect in the Service or in the provision thereof.

Regulation(s)

"Regulation(s)" means any and all law(s), rule(s), regulation(s) (including without limitation those set forth in this Tariff), order(s), policy or policies, ruling(s), judgment(s), decree(s) or other determination(s) which are made by the Commission or any other Governmental Authority or which arise under any federal, state, or local statute, utility code, or ordinance, and which are applicable to the Services or to any provision of this Tariff.

Resale Tariff(s)

"Resale Tariff(s)" means the tariff(s) of one or more Underlying Carriers.

Scheduled Interruption

"Scheduled Interruption" means an Interruption which has been scheduled by the Company in advance for maintenance, testing, or other administrative purposes.

Service(s)

"Service(s)" means the Company's regulated, communications common carrier service(s) provided under this Tariff.

Service Commencement Date

"Service Commencement Date" means either (i) the first day following the date on which the Company notifies the Customer that the requested Service is available for use, (ii) in the event Customer lawfully refuses to accept such Service, the date of Customer's acceptance of such Service, or (iii) another, mutually agreed upon date.

1 Technical Terms and Abbreviations (cont.)**Service Order**

"Service Order" means (i) a contract between the Company and Customer, or (ii) a Company designated form used from time to time by Customer for purposes of ordering Services hereunder.

Subscriber

"Subscriber" means a person, firm, company, corporation, or other entity who is authorized by the Customer to use Service under this Tariff.

TDD

"TDD" means a Telecommunications Device for the Deaf.

Termination (Terminate)

"Termination" (or "Terminate") means discontinuance of (to discontinue) Services, either at Customer's request, or by the Company in accordance with Regulations.

Underlying Carrier(s)

"Underlying Carrier(s)" means the LEC(s) or other Carrier(s) whose services are resold by the Company pursuant to this Tariff.

2 RULES AND REGULATIONS

The Company is a reseller of regulated, intrastate, long distance and local exchange services. The Services described in Section 3 of this Tariff are provided to Customers by the Company pursuant to one or more applicable resale agreements or Resale Tariffs which are on file with, and have been approved by, the Commission.

2.1 Undertaking of the Company

- 2.1.1 Obligation to Provide Service. The Company shall exercise its best efforts to provide Services to Subscribers pursuant to the terms and conditions of this Tariff. The Company shall exercise reasonable efforts to make such Services available for Subscribers' use on either the installation date set forth in a Service Order (or, if no date is specified) as soon as practicable after execution of a Service Order, subject to Customer's compliance with Regulations. In addition to the Service Order, Customer shall also execute such other documents as the Company may reasonably require. In the event of a conflict or inconsistency between (i) the terms of a Service Order (or of any other document executed by the Customer) and (ii) those of this Tariff, the latter shall govern.
- 2.1.2 Conditions to Company's Obligations. The obligations of the Company to provide Services are subject to the following: (i) availability, procurement, construction, and maintenance of facilities required to meet the Service Order; (ii) the provision of Services to the Company for Resale by the Underlying Carrier; (iii) interconnection to Other Providers' services or facilities as required; and (iv) any applicable Credit Limit.
- 2.1.3 Right to Discontinue or Block Services. The Company reserves the right (i) to discontinue or temporarily suspend Services to or from a location where the necessary facilities or equipment are not available under terms and conditions reasonably acceptable to the Company; or (ii) to block Services to any Subscriber location or any Authorization Code, without any liability whatsoever, in the event that the Company detects or reasonably suspects either (a) fraudulent or unlawful use of the Services at or by means of said location or Authorization Code, or (b) consumption of Services in excess of the Credit Limit (if any).

2.2 Responsibility and Use

2.2.1 Services may be used by Customer or Subscriber for any lawful purpose, twenty-four (24) hours per day, seven (7) days per week, subject to the terms and conditions set forth herein and in any applicable Service Order. Customer is solely responsible for (i) prevention of unauthorized, unlawful or fraudulent, use of or access to Services, which use or access is expressly prohibited; and (ii) administration and non-disclosure of any Authorization Codes provided by Company to Customer.

2.2.2 The Customer has no property right in the telephone number or any other call number designation associated with the Company's Services. The Company may change such numbers, or the central office code designation associated with such numbers, or both, assigned to the Customer, whenever the Company, in its sole discretion, deems it necessary to do so in the conduct of its business.

2.2.3 Customers reselling or rebilling the Company's Services must first obtain a certificate of public convenience and necessity as an interexchange carrier from the Commission.

2.3 Transmission

The Services are suitable for the transmission of voice, data, or other communications only to the limited extent set forth in the Resale Tariff(s) of the Company's Underlying Carrier(s).

2.4 Call Blocking

Notwithstanding any other provision of this Tariff, the Company may block calls which are (i) made to certain countries, cities, or central office ("NXX") exchanges, or (ii) use certain Authorization Codes, as the Company, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Services.

2.5 Interconnection

- 2.5.1 Services or facilities furnished by the Company may be connected with services or facilities of Other Providers subject to any technical limitations set forth in said Other Providers' tariffs (if any); provided, however, Service furnished by the Company is not part of a joint undertaking with any Other Provider.
- 2.5.2 Interconnection with the facilities or services of Other Providers is subject to (i) the availability of said Other Providers' facilities; and (ii) the applicable terms and conditions of the Other Providers' tariffs (if any). Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer-provided terminal equipment or communications systems with Other Providers' facilities, including, without limitation, application for all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. Satisfaction of all legal requirements, any interface equipment or any other facilities necessary to interconnect the facilities of the Company and Other Providers must be provided at the Customer's sole expense.

2.6 Equipment

- 2.6.1 The Company's facilities or Services may be used with or terminated to Customer Premises Equipment ("CPE"), such as a private branch exchange, key system or pay telephone. CPE is the sole responsibility of the Customer and the Company has no responsibility whatsoever for the installation, operation, and maintenance of such CPE. The Customer is solely responsible for all costs of installing, maintaining or repairing CPE, including without limitation personnel charges, wiring costs, and costs associated with routing of electrical power, incurred in the attachment to and use of the Company's facilities or Services.
- 2.6.2 The Customer is responsible for ensuring that all attached CPE conforms to the Federal Communications Commission's registration requirements set forth in Part 68 of the Code of Federal Regulations (as amended), and the Company may discontinue the provision of Services to any location where CPE fails to conform to such Regulations.
- 2.6.3 The Customer will be responsible for payment of service charges at the Company's standard, hourly rates in effect from time to time for visits by Company personnel to the Customer's premises in response to any Service difficulty or trouble report determined to be caused, in whole or in part, by the use of any CPE, Services, facilities, or other equipment which is not provided by the Company.

2.7 Title

Title to any and all equipment or facilities provided by Company under this Tariff will remain in the Company.

2.8 Customer Premises

Customer shall provide, without cost to Company, all equipment, space, conduit, and electric power required to terminate the Services at the Subscriber's premises. The Customer shall arrange for the Company, or other Carriers as required, to have access to the Subscriber's premises at all reasonable times for purposes of Service installation, Termination, inspection and repair. Customer shall be solely responsible for any damage to or loss of Company equipment while on the premises of Subscriber, unless such damage is caused by the negligence or willful misconduct of the Company, its employees, subcontractors or agents.

2.9 Non-Routine Maintenance and Installation

At the Customer's request, the Company may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional charges based on the Company's actually incurred labor, material or other costs for such non-routine installation or maintenance.

2.10 Interruption

The Company, without incurring any liability whatsoever, may make Scheduled Interruptions at any time (i) to ensure compliance by the Customer or Subscriber with Regulations (including without limitation the provisions of this Tariff), (ii) to ensure proper installation and operation of the Customer's and the Company's equipment and facilities, (iii) to prevent fraudulent use of or access to the Services, or (iv) to perform any other maintenance, testing or inspection reasonably required for the provision of Services hereunder.

2.11 Service Commencement and Acceptance

Billing for Services will commence as of the Service Commencement Date. The Company shall notify the Customer when Services ordered pursuant to an accepted Service Order are ready for use. Customer may refuse to accept such Services only if such Services fail to substantially comply with the specifications (if any) therefor set forth in the Service Order or in this Tariff.

2.12 Minimum Service Period

The Minimum Service Period ("MSP") will be for the term specified in the applicable Service Order, which term must be no less than thirty (30) days. Except as otherwise provided in the Service Order, (i) this MSP will automatically renew for subsequent terms of equal duration, and (ii) either the Company or the Customer may elect not to renew any MSP by written notice to the other no later than thirty (30) days prior to the expiration date of said MSP.

2.13 Service Order Cancellation

Customers who cancel a Service Order prior to Service installation (including without limitation cancellation of special construction or Services provided on an ICB) will incur a Charge equal to the greater of (i) the non-recurring Charges for the MSP, or (ii) the Company's reasonably incurred, actual expenses associated with such cancellation.

2.14 Billing and Payments

2.14.1 Except as otherwise limited by Regulation, Customer shall be responsible for payment of all charges, whether authorized or not, for any and all use of or access to Services provided to Subscribers, including without limitation any unauthorized, unlawful or fraudulent use or access. Customer's charges for Calling Card calls are subject to any applicable limitations established by Title 12 of the Code of Federal Regulations Part 226 ("Regulation Z") or to any other Regulation.

2.14.2 All amounts stated on each monthly invoice are due and payable immediately upon Customer's receipt thereof.

2.14.3 Except as otherwise provided in this Tariff, charges for Services will be billed to Customer on a monthly (30 day) basis, in arrears, based on the Subscribers' actual usage, or under such other terms as may be agreed to by the Company and the Customer in writing.

2.14 Billing and Payments (cont.)

2.14.4 Except as otherwise provided in this Tariff, the Company, at its sole option, may Terminate Services in the event Customer fails to pay any invoice within thirty (30) calendar days after the due date stated thereon, subject to five (5) business days' prior written notice and to any other applicable Commission Regulations; provided, however, Customer, at any time prior to the proposed date of Termination, may cure its failure to pay past due invoices by agreeing in writing to pay future invoices when due and to pay the unpaid balance in equal installments over the three (3) consecutive billing months immediately following said notice; provided further, however, Customer's failure to make such agreed upon installments when due will result in immediate Termination without further notice. Termination of Services by the Customer or the Company for any reason whatsoever will not relieve Customer of its payment obligations hereunder for all Service charges incurred by Customer through the date of Termination. Customer will be liable for all costs of collection hereunder, including without limitation reasonable attorney's fees. Any invoice for Services not disputed in writing by Customer within ten (10) days after receipt thereof is to be deemed conclusively correct and binding upon the Customer; provided, however, Customer will have the right to obtain Commission investigation of any disputed invoice before Service is disconnected in accordance with Regulation.

2.15 Late Payment Charge

Invoices more than thirty (30) days past due will incur a monthly finance charge on the unpaid balance at a rate equal to one and one-half percent (1.5%) per month.

2.16 Deposits

The Company will not collect deposits from its customers.

2.17 Advance Payments

2.17.1 Recurring Advance Payments. The Company, at its sole discretion, may require any Customer to make an advance payment for consumption of Services. The amount of each such advance payment will not exceed the lesser of (a) one (1) month's actual or estimated charges, or (b) the highest amount permitted by any applicable Commission Regulation. A Customer may be required to continue to make advance payments in accordance with this Section 2.17.1 until such time as its credit worthiness is established to the Company's reasonable satisfaction. Such Advance Payment will not exceed one month's estimated charges for service. Advance payments will be applied against next month's charges for Services and, if necessary, an additional Advance Payment will be collected for the next month.

2.18 Credit Limit

The Company may, at any time and at its sole discretion, set a Credit Limit for any Customer's or Subscribers' consumption of Services for any monthly period.

2.19 Taxes

The Customer is responsible for payment of any and all state taxes or surcharges, including without limitation franchise fees, excise taxes, sales taxes, or municipal utilities taxes. Taxes and surcharges will be billed by the Company as separate line items on Customer's invoice and are not included in any rates set forth in this Tariff.

2.20 Discontinuation

2.20.1 By Company. The Company may at its sole option and discretion Terminate Service without incurring any liability therefor whatsoever, subject to (i) no less than five (5) business days prior written notice or such other notice period required by Regulation, and (ii) any applicable Regulations, for any of the following reasons:

2.20.1.A by order of a Governmental Authority;

2.20.1.B in the event of any unlawful, unauthorized or fraudulent use of or access to the Services, including without limitation violation of the provisions of this Tariff, a Service Order, or of any other Regulations, by the Customer, by any Subscriber, or by any other person;

2.20.1.C Customer's use of Services in excess of its Credit Limit (if any) or its failure to make an advance payment (if so required) for Services provided hereunder; or

2.20.1.D Customer's provision of false or misleading information in its Service Order or in any other document delivered by Customer to the Company.

2.20.2 By Customer. The Customer may Terminate Service upon thirty (30) days prior written notice, provided however, that Customer, upon Termination of Services prior to the end of the MSP for any reason whatsoever, will be charged the full amount for all nonrecurring Charges applicable to the remainder of said MSP.

2.21 Restoration of Services

The Company shall restore any Terminated Service in accordance with Commission Regulation, including but not limited to charging the Customer a reconnection fee as set forth in Section 4.2.

2.22 Limitation of Liability

- 2.22.1 Except as caused by its willful misconduct or negligence, the Company's liability with respect to any action, claim, judgment, damages, demand, liability or expense (including without limitation reasonable attorney's fees) (i) brought or incurred by Customer, by any Subscriber, or by any other party in connection with the installation, provision, preemption, termination, maintenance, repair or restoration of Service (including without limitation 911 Service and Directory Listing Service) or (ii) arising from any Performance Failure, will in no event exceed an amount equal to the Service charges incurred by Customer for the month during which the Service was affected. Such amount will be in addition to any amounts that may otherwise be due Customer as Credits or Credit Allowances pursuant to the provisions of Section 2.26 hereof.
- 2.22.2 To the extent permitted by any applicable Regulation, the Company's liability for negligence will also be limited to the amounts described in Section 2.22.1 hereof.
- 2.22.3 To the extent permitted by any applicable Regulation, the Company's liability for gross negligence will also be limited to the amounts described in Section 2.22.1 hereof.
- 2.22.4 [Reserved for future use.]
- 2.22.5 Except as caused by its willful misconduct or negligence, the Company will not be liable for defacement of or damages to Subscribers' premises or for any personal injury or death arising, directly or indirectly, from the furnishing of Services (including 911 Service and Directory Listing Service), including without limitation the installation or removal of any facilities, equipment or wiring associated therewith. Customer is solely responsible for connecting any and all apparatus, equipment and associated wiring on Subscribers' premises to the Services, and no other Carrier or third party engaged in such activity is to be deemed to be an agent or employee of the Company.
- 2.22.6 Any action or claim against the Company arising from any of its alleged acts or omissions in connection with this Tariff will be deemed waived if not brought or made in writing within one hundred eighty (180) days from the date that the alleged act or omission occurred.

2.23 Disclaimer

The Company will have no liability whatsoever to Customer, its employees, agents, subcontractors, or assignees, or to any other person for (i) damages arising out of any Underlying Carriers' or Other Providers' Performance Failure, (ii) any act or omission of any third party furnishing equipment, facilities or service to any Subscriber in connection with this Tariff or with the Services, or (iii) any other act or omission of any Other Provider, Subscriber or third party related to the use or provision of Services hereunder.

THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR OR IN CONNECTION WITH THE USE OR PROVISION OF SERVICES PROVIDED HEREUNDER.

2.24 Indemnification

Subject to the limitations of liability set forth in Section 2.22 hereof, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, resulting from injury to or death of any person (including injury to or death of their employees) or from the loss of or damage to tangible real or tangible personal property or to the environment, to the extent that such injury, death, loss or damage was proximately caused by any negligent act or omission on the part of the party from whom indemnity is sought, its agents, employees, subcontractors or assignees, in connection with use of the Services. The indemnifying party under this Section 2.24 shall defend the other at the other's request against any such action, liability, claim or demand. The party seeking indemnification under this Section 2.24 must notify the other promptly of written claims or demands for which the indemnifying party is responsible hereunder. The Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal (provided it pays the cost of any required appeal bond), compromise or otherwise deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability to the indemnified party.

2.25 Indemnification by Customer

Customer shall defend, indemnify and hold the Company (together with its officers, directors, employees, and agents) harmless from any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, arising from or in connection with:

2.25.1 libel or slander resulting from Subscriber's use of the Services;

2.25.2 any loss, damage, or destruction of any property or any personal injury (including death) not due to the Company's negligence or willful misconduct and caused, directly or indirectly, from the installation, operation, or other use (or failure to use) of the Services or any Company supplied facilities (i) in combination with the services or equipment supplied by the Subscriber or any third party, or (ii) in an explosive or otherwise hazardous environment;

2.25.3 infringement of any patent, copyright, trademark, trade name, service mark or trade secret arising from: (i) the transmission of any material transmitted (a) by any Subscriber or (b) by any other person using the Services provided to any Subscriber, Subscriber location, or Authorization Code; or (ii) from the combination of Subscriber's use of Services with CPE or with other Subscriber-provided facilities or services; and

2.25.4 except as otherwise provided by applicable Regulation, any unauthorized, unlawful, or fraudulent use of or access to the Services provided to Subscribers.

2.26 Credits and Credit Allowances

- 2.26.1 Credits ("Credit(s)") to the Customer's fixed charges, if any, for Interruptions (other than Scheduled Interruptions or Interruptions caused by Other Providers for which a Credit Allowance is due the Company as described in Section 2.26.2 hereof) which (i) exceed in the aggregate twenty-four (24) hours per month, (ii) are directly caused by the Company, and (iii) are not due to the negligence or willful misconduct of the Subscriber, its employees, subcontractors, agents, or assignees, will be applied to Customer's account with the Company. Such Credits are to be calculated by multiplying the monthly recurring rate (if any) for the affected Service by the ratio that the number of hours the Interruption bears to 720 hours. (For the purpose of this computation, each month is deemed to have 720 hours.) An Interruption is measured from the time the Company detects, or the Customer notifies the Company of, its occurrence until such time as the Interruption is cured. Each Interruption is to be considered separately for the purposes of this calculation and is be rounded to the nearest hour.
- 2.26.2 In the event of an Interruption caused by Other Providers for which a credit or allowance ("Credit Allowance") becomes due to the Company, the Company shall apply such Credit Allowance to Customer's account, less an administration fee of twenty dollars (\$20.00), subject to the Company's collection of such Credit Allowance from the Underlying Carrier obligated to provide same. In no event will the Company be obligated to credit Customer any amounts in excess of any Credit Allowance allocable to Customer's Interruption(s) which Company receives from the Underlying Carrier. Any other provision of this Section 2.26 notwithstanding, Company will have no obligation to apply any credit to Customer's account for Interruptions caused by an Underlying Carrier for which no Credit Allowance is due to the Company.
- 2.26.3 Except as otherwise set forth herein, Customer's sole and exclusive remedy for any and all Performance Failures which consist of or give rise to Interruptions are Credits or Credit Allowances to the extent available under this Section 2.26; for any other Performance Failures or in the event Credits or Credit Allowances are unavailable (due to the fact, for example, that the Customer does not incur any fixed month charges), Customer's sole and exclusive remedy in lieu of said Credits or Credit Allowances will be an immediate right to Terminate Services prior to the expiration of the Minimum Service Period.

2.27 Local Calling Area

The Company will provide Services from all exchanges of its Underlying Carrier, in conformance with that Underlying Carrier's existing local exchange boundary maps as approved by the Commission.

2.28 Access to Telephone Relay Service

Where required by the Commission, the Company will participate in telephone relay services for handicapped or hearing impaired Customers, and will comply with all regulations and requirement related thereto.

2.29 Compliance

The Company and Customer shall (and Customer shall cause Subscriber to) comply with all Regulations.

2.30 Force Majeure

The Company is excused from any Performance Failure due to causes beyond its reasonable control, including but not limited to acts of God, fire, floods, other catastrophes, insurrections, national emergencies, wars, strikes, work stoppages or other labor disputes, unavailability of rights-of-way, disconnection or unavailability (through no fault of the Company) of any Underling Carriers' facilities or services.

2.31 Full Force and Effect

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

2.32 Cooperation

Customer shall cooperate with the Company to the extent necessary for the Company to discharge its obligations hereunder and as reasonably requested by the Company.

2.33 Governing Law

This Tariff is to be governed by and construed in accordance with the rules and orders of the Commission and the laws of the State of Florida.

2.34 Assignment

2.34.1 **By Customer.** The Customer may not transfer or assign its rights or obligations associated with any Service Order without the Company's prior written consent. The Company will permit a Customer to transfer its Service to another party only upon payment of all Charges due through the date of transfer. Such a transfer will be treated as a discontinuation, followed by an installation of new Services, subject to any applicable installation or other non-recurring Charges.

2.34.2 **By Company.** The Company may, in accordance with Regulations, assign its rights or delegate its obligations under this Tariff to any affiliate or successor in interest.

2.35 Special Construction

At its option, the Company may provide Customers, upon request, special construction of facilities or Services on an individual case basis ("ICB") at rates other than as set forth herein. Special construction or ICB is construction undertaken:

- 2.35.1 where facilities are not presently available, and there is no other provision hereunder for the facilities to be constructed;
- 2.35.2 where facilities other than those which the Company provides are requested by the Customer;
- 2.35.3 where facilities are requested by the Customer over a route other than that which the Company serves;
- 2.35.4 when Services are requested in a quantity greater than that which the Company would normally provide to a Customer;
- 2.35.5 when Services are requested by a Customer on an expedited basis; or
- 2.35.6 when Services or facilities are requested on a temporary basis until such Services or permanent facilities are available.

The Charges for special construction or ICB (i) are subject to individual negotiation between the Company and the Customer, (ii) will be based upon the Company's actually incurred labor, material and other costs, and (iii) may include without limitation recurring, non-recurring, and early termination Charges.

2.36 Operator Services

The Company does not provide operator services. All operator assisted calls, including collect calls, calling card calls, credit card calls, person-to-person calls, third party calls, and other related operator services will be routed to the Company's Underlying Carrier.

3 DESCRIPTION OF SERVICES**3.1 Resold Long Distance**

The Company's long distance Services consist of Message Telecommunications Service ("MTS"). These Services may be originated and/or terminated at any location in the State of Florida. MTS is a switched, intrastate, telecommunications service which permits Users to establish communications between two locations within the State of Florida. MTS is available as both an interLATA and an intraLATA Service.

3.2 Computation of Charges

3.2.1 The Customer's monthly charges for Services provided hereunder are based upon either (i) the total time the User actually uses the Services (rounded to the increments set forth in Section 4.4), or (ii) the airline mileage between the originating and the terminating rate centers of each call as calculated using the V and H rate centers produced by Bell Communications Research, NPA-NXX-__V and __H__ coordinate tape and Bell's NECA Tariff No. 4. The method of calculation of the airline mileage between rate centers is calculated according to the following formula.

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

Where V1 and H1 are the V and H coordinates of point 1 and V2 and H2 are the V and H coordinates of point 2. The mileage is rounded up to an integer value to determine the airline mileage.

3.2 Computation of Charges (cont.)

3.2.2 Calls will be billed in increments of an initial one (1) minute period and additional periods of one (1) minute, as set forth in Section 4.4. Where answer supervision is available, the time of each call begins as set forth in Subsection 3.2.3 below, and ends when the calling party disconnects. In no event will the time of a call be deemed to begin prior to sixty (60) seconds from the time of intervention by an operator or automated equipment with respect to said call, except where answer detection capability exists.

3.2.3 Where answer supervision is available, the timing of a call begins when the called station is answered. Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. Chargeable time for all calls ends when one of the parties disconnects from the call. The Company will not knowingly bill any Customer for unanswered calls. Upon the Customer's request, the Company shall promptly refund or credit, as the case may be, payments or charges for any unanswered call inadvertently billed due to the unavailability of Feature Group D or to the LEC's failure to provide answer supervision. Where answer supervision is not available, any call for which the billed duration exceeds one minute shall be presumed to have been answered.

3.2.4 The Company's underlying equipment qualifies for a call completion rate of P.01, which equates to greater than a 90% call completion rate during peak hours.

3.2.5 Uncompleted Calls

There shall be no charge for uncompleted calls.

4 **RATES****4.1** **Return Check Charge**

The Customer will be charged fifteen dollars (\$15.00) or the applicable statutory return check charge (if any), whichever is greater, whenever a check or draft presented for payment of Service is dishonored by the institution upon which it is drawn.

4.2 **Reconnection Fee**

A charge of nineteen and 99/100 dollars (\$19.99) or the applicable statutory charge for reconnection of Service (if any), whichever is greater, will apply whenever a Subscriber requests to be reconnected to the Services after the Company has Terminated the Services to Subscriber for any reason allowed by this Tariff.

4.3 **Promotions**

The Company may from time to time engage in special promotions of new or existing Service offerings of limited duration designed to attract new customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the Services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be offered in accordance with applicable Commission rules or regulations (i.e., thirty (30) days written notice to the Commission before implementation).

4.4 Rates for Long Distance Service

4.4.1 MTS Service

Plan A

\$0.15 per minute, 24 hours per day, 7 days per week
\$0.00 per month surcharge

Plan B

\$0.10 per minute, 24 hours per day, 7 days per week
\$5.00 per month surcharge

4.4.2 Calling Card Service

\$0.25 per minute, 24 hours per day, 7 days per week
\$0.49 surcharge for each connected call

4.4.3 Personal Toll Free Service

\$0.25 per minute-----8:00 am to 5:00 pm, Monday through Friday
\$0.20 per minute-----5:00 pm to 8:00 am, Monday through Friday
\$0.20 per minute-----Any time, Saturday and Sunday

4.5 Directory Assistance

The Company does not provide local directory assistance. Access to long distance directory assistance may be obtained by dialing 1+555-1212 or 411 for listings within the originating area code and by dialing 1 + (area code) + 555-1212 for other listings. Subscriber will be billed \$0.50 for each intrastate directory assistance call. The directory assistance charge applies to each call regardless of whether the directory assistance bureau is able to furnish the requested telephone number.

4.6 Directory Assistance for Hearing or Speech Impaired

Pursuant to the applicable laws and regulations of the State of Florida and the Commission, the Company will provide at no charge up to fifty (50) long distance directory assistance calls per billing cycle to disabled Customers. As used in this Tariff, "disability(ies)" shall mean, with respect to an individual, a physical or mental impairment that prohibits that individual from using the telephone directory. All long distance directory assistance calls in excess of fifty (50) calls within a billing cycle shall be billed at the rate set forth in Section 4.5.

4.7 Telecommunications Relay Service

For intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay service calls by 50 percent off of the otherwise applicable rate for a voice nonrelay call except that where either the calling or the called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent off of the otherwise applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

4.8 Rates for Hearing or Speech Impaired

For medically certified hearing or speech impaired Users who communicate via a TDD, the Company will issue upon request a credit in an amount of 25% of the regularly billed charges under Section 2.14 for calls made between TDDs. The credit will appear on the Customer's subsequent bill.

EXHIBIT "B"

**AXSYS, INC./TEL PTNS
DESCRIPTION OF SERVICE**

AXSYS, INC./TEL PTNS ("Axsys") is a non-facilities based carrier and intends to offer intrastate, long distance (interLATA and intraLATA toll) telecommunications resale services between points within the State of Florida in conjunction with its local exchange services.

Applicant's long distance services include resale of the services of other certificated common carriers (e.g., MCI Telecommunications Corp., AT&T Corp., Sprint Communications Company, L.P.) for the purpose of providing non-facilities based, intrastate direct dial ("1 +"), "10XXX", toll free "800" and "888" long distance, voice communications services, and calling card service. As a reseller, Applicant does not own or control any transmission facilities in the State of Florida, but utilizes instead the existing equipment and facilities of one or more of the above-described carriers.

Area Served: AXSYS's service may be originated from any telephone in the continental United States and may be terminated at interstate and international locations (subject to service availability), and at intrastate locations (where permitted by state regulatory authorities).

Rates and Charges: AXSYS's services are priced at flat, per minute rates, not including applicable taxes, for both interstate and intrastate calls and applicable surcharges as more fully described in AXSYS's tariff. Customers may contact an AXSYS Customer Service Representative, at no charge, for assistance in determining exact call charges.