



June 10, 1999

990752-TI

Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Dear Sir or Madam:

Ciera Network Systems, Inc. is a Texas Business corporation and would like to register with The State of Florida to provide intraLATA and interLATA long distance telephone service within the State.

Enclosed you will find one original and 6 copies of the following:

Application for authority (with supporting documentation) and our check for \$250.

If you require additional information, please feel free to contact me at 713-243-8766.

Sincerely,

Robert W. Livingston
Chief Executive Officer

DOCUMENT NUMBER-DATE

07196 JUN 14 89
Telephone: (913) 243-8766



June 10, 1999

DEPOSIT DATE
D152 JUN 14 1999

Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

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Sincerely,

Robert W. Livingston
Chief Executive Officer

CIERA NETWORK SYSTEMS, INC.
11200 WESTHEIMER, SUITE 900
HOUSTON, TEXAS 77042
713-243-8766

UMB BANK, NA
80-568/1012

2054

PAY Two Hundred Fifty and No/100 Dollars

DATE
6/8/99

AMOUNT
\$250.00

TO THE ORDER OF: Florida Public Service Commission
Division of Records & Reporting
2540 Shumard Oak Blvd
Tallahassee, FL 32399-0850

AUTHORIZED SIGNATURE

Memo: Application Fee

07196-99

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

DIVISION OF TELECOMMUNICATIONS
BUREAU OF CERTIFICATION AND SERVICE EVALUATION

**Application Form
for Authority to Provide
Interexchange Telecommunications Service
Between Points Within the State of Florida**

Instructions

- ◆ This form is used as an application for an original certificate and for approval of assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Appendix A).
- ◆ Print or Type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- ◆ Use a separate sheet for each answer which will not fit the allotted space.
- ◆ Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of **\$250.00** to:

**Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6770**

Note: No filing fee is required for an assignment or transfer of an existing certificate to another certificated company.

- ◆ If you have questions about completing the form, contact:

**Florida Public Service Commission
Division of Telecommunications
Bureau of Certification and Evaluation
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6600**

APPLICATION

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

Original certificate (new company).

Approval of transfer of existing certificate: Example, a non-certificated company purchases an existing company and desires to retain the original certificate of authority.

Approval of assignment of existing certificate: Example, a certificated company purchases an existing company and desires to retain the certificate of authority of that company.

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

2. Name of company:

Cicra Network Systems, Inc.

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

SAME as above

4. Official mailing address (including street name & number, post office box, city, state, zip code):

11200 Westheimer

900

Houston, TX 77042

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

NONE

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

9. **If incorporated in Florida**, provide proof of authority to operate in Florida:

(a) **The Florida Secretary of State Corporate Registration number:**

_____ N/A _____

10. **If foreign corporation**, provide proof of authority to operate in Florida:

(a) **The Florida Secretary of State Corporate Registration number:**

_____ F99000002427 _____

11. **If using fictitious name-d/b/a**, provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida:

(a) **The Florida Secretary of State fictitious name registration number:** _____

12. **If a limited liability partnership**, provide proof of registration to operate in Florida:

(a) **The Florida Secretary of State registration number:** _____

13. **If a partnership**, provide name, title and address of all partners and a copy of the partnership agreement.

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ **Fax No.:** _____

Internet E-Mail Address: _____

Internet Website Address: _____

14. **If a foreign limited partnership**, provide proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS), if applicable.

(a) **The Florida registration number:** _____

15. Provide **F.E.I. Number** (if applicable): 76-0593650

16. Provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services?
() Yes () No

(b) If not, who will bill for your services?

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ **Fax No.:** _____

(c) How is this information provided?

bill will be mailed via U.S. postal service

17. Who will receive the bills for your service?

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

18. Who will serve as liaison to the Commission with regard to the following?

(a) The application:

Name: Robert Livingston
Title: CEO
Address: 11200 Westheimer #900
City/State/Zip: Houston, TX 77042
Telephone No.: 713-243-8766 Fax No.: 713-626-3435
Internet E-Mail Address: RLIVING@CIERANETWORK.COM
Internet Website Address: CIERANETWORK.COM

(b) Official point of contact for the ongoing operations of the company:

Name: Sam Jarrett
Title: President
Address: 11200 Westheimer #900
City/State/Zip: Houston TX 77042
Telephone No.: 713-~~626~~ 243-8766 Fax No.: 713-626-3435
Internet E-Mail Address: SJARRETT@CIERANETWORK.COM
Internet Website Address: CIERANETWORK.COM

(c) Complaints/Inquiries from customers:

Name: Sam Jarrett
Title: President
Address: 11200 Westheimer #900
City/State/Zip: Houston, TX 77042
Telephone No.: 713-243-8766 Fax No.: 713-626-3435
Internet E-Mail Address: SJARRETT@CIERANETWORK.COM

Internet Website Address: CIERANETWORK.COM

19. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

TEXAS

(b) has applications pending to be certificated as an interexchange telecommunications company.

NEW YORK, CALIFORNIA

(c) is certificated to operate as an interexchange telecommunications company.

TEXAS, INDIANA, IOWA, MICHIGAN, OREGON, VIRGINIA

(d) has been denied authority to operate as an interexchange telecommunications company and the circumstances involved.

NONE

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

NONE

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

NONE

20. Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

(a) 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

(b) an 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

21. The applicant will provide the following interexchange carrier services \checkmark (check all that apply):

a. _____ **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

b. _____ **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

c. **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

d. **MTS for pay telephone service providers**

e. **Block-of-time calling plan (Reach Out Florida, Ring America, etc.).**

f. **800 service (toll free)**

g. **WATS type service (bulk or volume discount)**

- Method of access is via dedicated facilities
- Method of access is via switched facilities

h. **Private line services (Channel Services)**
(For ex. 1.544 mbs., DS-3, etc.)

i. **Travel service**

- Method of access is 950
- Method of access is 800

j. **900 service**

k. **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

l. **Services included are:**

- Station assistance
- Person-to-person assistance
- Directory assistance
- Operator verify and interrupt
- Conference calling

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

23. Submit the following:

A. Financial capability.

The application **should contain** the applicant's audited financial statements for the most recent 3 years. If the applicant does not have audited financial statements, it shall so be stated. *CIEA IS A NEW COMPANY. NO Audited financial statements.*

The unaudited financial statements should be signed by the applicant's chief executive officer and chief financial officer **affirming that the financial statements are true and correct** and should include:

1. the balance sheet;
2. income statement; and
3. statement of retained earnings.

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.*

Further, the following (which includes supporting documentation) should be provided:

1. **A written explanation** that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
2. **A written explanation** that the applicant has sufficient financial capability to maintain the requested service.
3. **A written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations.

B. Managerial capability; give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.

C. **Technical capability;** give resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance.

Resumes are Included at The End of
Application.

**** 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 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:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

UTILITY OFFICIAL:

<u>RW Luning</u>	<u>6-10-99</u>
Signature	Date
<u>Chief Executive Officer</u>	<u>713-243-8766</u>
Title	Telephone No.
Address: <u>11200 Westheimer #900</u>	<u>713-626-3435</u>
<u>Houston, TX 77042</u>	Fax No.

ATTACHMENTS:

- A - CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT
- B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C - CURRENT FLORIDA INTRASTATE NETWORK
- D - AFFIDAVIT
 - FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES
 - GLOSSARY

CERTIFICATE TRANSFER, OR ASSIGNMENT STATEMENT

I, (Name) Robert W. Livingston,
(Title) CEO of
Ciera Network Systems, Inc.
(Name of Company)

and current holder of Florida Public Service Commission Certificate Number

F99000002427, have reviewed this application and join in the
petitioner's request for a:

- () transfer
- () assignment

of the above-mentioned certificate.

UTILITY OFFICIAL:

<u>RW Livingston</u>	<u>6-10-99</u>
Signature	Date
<u>CEO</u>	<u>713-243-8766</u>
Title	Telephone No.
Address: <u>11200 Westheimer</u>	<u>713-626-3435</u>
<u># 900</u>	Fax No.
<u>HOUSTON, TX 77041</u>	

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

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

- () The applicant will **not** collect deposits nor will it collect payments for service more than one month in advance.

- () The applicant intends to collect deposits and/or advance payments for more than one month's service and will file and maintain a surety bond with the Commission in an amount equal to the current balance of deposits and advance payments in excess of one month.
(The bond must accompany the application.)

UTILITY OFFICIAL:

<u>RW Livingston</u>	<u>6-10-99</u>
Signature	Date
<u>Chief Executive Officer</u>	<u>713-²⁴³6-8766</u>
Title	Telephone No.
Address: <u>11200 Westheimer #900</u>	<u>713-626-3435</u>
<u>Houston, TX 77042</u>	Fax No.

CURRENT FLORIDA INTRASTATE SERVICES

Applicant **has** () or **has not** (X) previously provided intrastate telecommunications in Florida.

If the answer is has, fully describe the following:

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

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

UTILITY OFFICIAL:

KW Remy 6-10-99
Signature Date

Chief EXECUTIVE OFFICER 713-243-8766
Title Telephone No.

Address: 11200 Westheimer # 900 713-626-3435
Houston TX 77042 Fax No.

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 company 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."

UTILITY OFFICIAL:

<u>RW Lwin</u>	<u>6-10-95</u>
Signature	Date
<u>Chief Executive Officer</u>	<u>713-243-8766</u>
Title	Telephone No.
Address: <u>11200 Westheimer #900</u>	<u>713-626-3435</u>
<u>Houston, TX 77042</u>	Fax No.

ATTESTATION LETTER
From
INVESTMENT BANKER



April 12, 1999

Public Utility Commission

To Whom It May Concern:

D.E. Wine Investments, Inc. accepted Ciera Network Systems, Inc. as a client to raise investment funds for its business plan.

Fund raising began in February 1999 and is expected to complete by June 30, 1999.

The business plan of Ciera Network Systems, Inc. is feasible and well organized. D.E. Wine Investments, Inc. has approached prospective investors that like the project and either have already invested or have committed to do so.

If you have any questions or inquiries regarding Ciera Network Systems, Inc. please feel free to call me.

Respectfully,

Duncan E. Wine
President

ATTESTION LETTER
From
CERTIFIED PUBLIC ACCOUNTANT

LINDSEY LEE
7660 Woodway, Suite 200
Houston, Texas 77057
713.369.0549
(f) 713.369.0555
April 12, 1999

Public Utility Commission

To Whom It May Concern:

I have reviewed the business plan of Ciera Network Systems, Inc. and have found it to be a sound plan.

The funding for this plan is in the process of being raised by an investment banking firm.

Once these funds are raised Ciera Network Systems, Inc. will be properly funded to conduct the business in its current business plan.

Respectfully,



Lindsey Lee
Certified Public Accountant

Officer's Resumes

Robert (Bob) Livingston - Chief Executive Officer

Bob Livingston has over 20 years of experience in the telecommunications industry.

Before forming Ciera, he was employed by Wireless Communications Technology, Inc., a cellular telephone operator in Africa, since September 1997. He served as WCTI's Executive Vice President, Chief Operating Officer, and Secretary/Treasurer. Other positions Bob held while at WCTI included Senior Vice-President, Chief Financial Officer and Treasurer.

Prior to joining WCTI, Bob was Vice President of Card Services for GST Telecommunications, a publicly traded CLEC providing a broad range of integrated telecommunications services. At GST from 1996 to 1997, Bob was responsible for all sales, operations and administrative activities relating to calling card and enhanced communications services.

Before joining GST, he served as the CEO of Texas-Ohio Communications, a switchless reseller of long distance telephone services from 1987 to 1995.

From 1985 to 1986 he was employed by Hi-Tech Communications, a national company that installed phone systems for the Regional Bell Operating Companies where he first served as Vice President / Finance from 1985-1986. In late 1986, then promoted to Executive Vice-President and Chief Operating Officer.

Bob began his career in the telecommunications industry with Centel Business Systems, Southwest Region, one of the largest interconnect companies in the US. At Centel from 1979 to 1984, Bob served as Director of Finance.

Prior to entering the communications industry, he worked for nine years with Fortune 500 firms in various accounting and financial areas.

James (Sam) Jarrett - President & Chief Operations Officer

Sam Jarrett has more than 20 years of experience in business planning/development; marketing/sales strategies, operations management, accounting, computerization, telecommunications, high technology manufacturing and customer care systems.

He joined Wireless Communications Technology, Inc. in May 1998 as Vice President - U.S. Operations. At WCTI, he was responsible for forming Ciera and developing the business concept upon which Ciera is based.

Prior to joining Wireless Communications Technology, Inc. Sam was the Manager of Wholesale Sales for GST Telecommunications, Inc., a publicly traded CLEC, from 1997 to 1998. At GST, Sam directed a National sales staff that sold communication services to high volume retail and commercial accounts.

From 1995 to 1996, he was the Director of Business Development for PC-TEL, Incorporated, a start-up company that provided electronic document imaging/archiving and optical character recognition (OCR) services to medical and legal practitioners wishing to have access to archived/aged client files and other business records at the computer desktop level.

Sam served as the Director of Business Development for X:CELL Communications and LesMarc Communications advising in marketing, sales, and general business re-development of these privately held corporations from 1992 to 1995.

From 1986 to 1992, Sam was President and CEO of AssemblyFAB, Inc., a company that manufactured stenography equipment for the legal industry.

From 1976 to 1986 he held various manufacturing, forecasting and financial planning positions with StorageTEK, Corp., a public Fortune 500 high technology manufacturing company selling high capacity peripheral data storage products worldwide.

1988 - 1990 Sugarland Properties, Inc. Houston, Texas
Contract Internal Auditor reporting directly to the controller. Projects included reviewing general ledger and supporting journals and prepared journal entries to correct errors in reporting system, reviewing and maintaining property schedules, preparing operating analyses and forecasts for managing internal operations, preparing support schedules for reports to investors and lenders, and performing other special projects .

1986 - 1988 Kenneth Leventhal & Company Houston, Texas
Staff Accountant with national accounting firm specializing in real estate. Led and assisted audits, reviews, and tax return preparation for clients in a variety of real estate related industries. Performed due diligence for NASDAQ listed homebuilder and collateralized mortgage obligation for California based savings and loan association. Coordinated document collection, review, and production for SEC investigation. Coordinated college recruiting activities.

1983 - 1986 Sytech Corporation Houston, Texas
Controller for local seismic data processing company specializing in offshore hazards surveys for exploration and production clients. Led accounting, finance, and treasury functions. Prepared monthly quarterly, and annual financial reports and operation analyses. Maintained relationships with lenders. Negotiated Industrial Development Bond financing to acquire office building and subsequent refinancing. Prepared and reviewed tax returns for business, joint ventures, partnerships, and ERISA plans.

1982 - 1983 Arthur Andersen & Co. Houston, Texas
Staff Consultant with Big Eight information systems consulting group. Member of team that developed and programmed information systems for energy exploration and development clients. Analyzed, developed and programmed screen design program

Education

1988 - 1991	South Texas College of Law	Doctor of Jurisprudence
1980 - 1983	University of Texas	Masters of Business Administration
1976 - 1980	University of Texas	Bachelor of Arts with honors

Professional memberships

Houston Society of Financial Analysts
Association of Investment Management and Research
American Bar Association
Houston Bar Association

Accreditations

Licensed Attorney, State of Texas
Chartered Financial Analyst
Certified Public Accountant
NASD Registered Representative, Series 7 license
NASD Registered Principal, Series 24 license

**Two Year Proforma: Statement of
Earnings & Balance Sheet**

Ciera Network Systems, Inc.
 2 year Proforma
 Statement of Earnings

Month No. >>	1	2	3	4	5	6	7	8	9	10	11	12
Total Revenue	0	0	1,522	24,347	100,333	217,490	375,596	537,720	703,814	877,610	1,057,326	1,242,921
Total COGS	8,000	0	10,135	35,621	124,323	235,484	376,741	495,668	617,848	741,588	879,275	1,017,105
GROSS PROFIT	(8,000)	0	(8,613)	(11,274)	(23,990)	(17,994)	(1,145)	42,051	85,967	136,023	178,051	225,816
% of Revenue	#DIV/0!	#DIV/0!	-565.8%	-46.3%		-8.3%	-0.3%	7.8%	12.2%	15.5%	16.8%	18.2%
General & Administrative	163,390	116,053	124,058	106,605	83,211	88,047	96,807	99,397	105,146	108,972	114,734	140,705
Bad Debt Expense	0	0	46	730	3,010	6,525	11,268	16,132	21,114	26,328	31,720	37,288
Total Departmental Expense	163,390	116,053	124,103	107,335	86,221	94,571	108,075	115,529	126,260	135,300	146,453	177,992
EBIDTA	(171,390)	(116,053)	(132,716)	(118,609)	(110,211)	(112,566)	(109,220)	(73,478)	(40,294)	722	31,597	47,824
% of Revenue	#DIV/0!	#DIV/0!	-8719.0%		-109.8%	-51.8%	-29.1%	-13.7%	-5.7%	0.1%	3.0%	3.8%
Other Income / Expense	6,185	6,185	6,185	6,185	6,185	6,185	6,185	6,185	6,185	6,185	6,185	6,185
Income from Operations	(177,575)	(122,237)	(138,901)	(124,794)	(116,396)	(118,750)	(115,404)	(79,662)	(46,478)	(5,462)	25,413	41,639
% of Revenue	#DIV/0!	#DIV/0!	-9125.3%	-512.6%	-116.0%	-54.6%	-30.7%	-14.8%	-6.6%	-0.6%	2.4%	3.4%
Interest Expense	0	0	17	285	1,317	3,282	6,196	9,602	13,220	16,969	20,856	24,879
Interest Income	0	0	0	0	0	0	0	0	0	0	0	0
Net Income Before Taxes	(177,575)	(122,237)	(138,918)	(125,079)	(117,712)	(122,032)	(121,600)	(89,264)	(59,699)	(22,432)	4,557	16,760
% of Revenue	#DIV/0!	#DIV/0!	-9126.4%	-513.7%	-117.3%	-56.1%	-32.4%	-16.6%	-8.5%	-2.6%	0.4%	1.3%
Taxes	0	0	0	0	0	0	0	0	0	0	0	0
Net Income	(177,575)	(122,237)	(138,918)	(125,079)	(117,712)	(122,032)	(121,600)	(89,264)	(59,699)	(22,432)	4,557	16,760
% of Revenue	#DIV/0!	#DIV/0!	-9126.4%	-513.7%	-117.3%	-56.1%	-32.4%	-16.6%	-8.5%	-2.6%	0.4%	1.3%
Revenue from this State	0	0	30	487	2,007	4,350	7,512	10,754	14,076	17,552	21,147	24,858

Ciera Network Systems, Inc.
 2 year Proforma
 Statement of Earnings

Month No. >>	13	14	15	16	17	18	19	20	21	22	23	24
Total Revenue	1,429,897	1,618,197	1,808,901	2,000,182	2,192,779	2,386,678	2,581,860	2,778,309	2,976,007	3,174,940	3,375,089	3,576,440
Total COGS	1,161,477	1,299,118	1,441,613	1,584,768	1,729,101	1,874,604	2,021,249	2,169,027	2,317,924	2,467,927	2,619,021	2,771,193
GROSS PROFIT	268,421	319,079	367,288	415,413	463,678	512,074	560,611	609,282	658,083	707,012	756,068	805,247
% of Revenue	18.8%	19.7%	20.3%	20.8%	21.1%	21.5%	21.7%	21.9%	22.1%	22.3%	22.4%	22.5%
General & Administrative	133,232	137,410	141,658	148,221	152,529	156,877	161,263	165,689	170,152	181,053	185,591	216,416
Bad Debt Expense	42,897	48,546	54,267	60,005	65,783	71,600	77,456	83,349	89,280	95,248	101,253	107,293
Total Departmental Expense	176,129	185,956	195,925	208,227	218,312	228,477	238,719	249,038	259,432	276,301	286,844	323,710
EBIDTA	92,292	133,123	171,363	207,187	245,366	283,597	321,892	360,244	398,651	430,711	469,224	481,538
% of Revenue	6.5%	8.2%	9.5%	10.4%	11.2%	11.9%	12.5%	13.0%	13.4%	13.6%	13.9%	13.5%
Other Income / Expense	10,328	10,328	10,328	10,328	10,328	10,328	27,860	30,545	33,233	35,477	38,173	39,035
Income from Operations	81,964	122,795	161,036	196,859	235,038	273,269	294,032	329,699	365,418	395,234	431,051	442,502
% of Revenue	5.7%	7.6%	8.9%	9.8%	10.7%	11.4%	11.4%	11.9%	12.3%	12.4%	12.8%	12.4%
Interest Expense	28,981	33,129	37,319	41,537	45,783	50,055	54,356	58,685	63,042	67,426	71,838	76,276
Interest Income	0	0	0	0	0	0	0	0	0	0	0	0
Net Income Before Taxes	52,983	89,666	123,717	155,322	189,256	223,215	239,677	271,015	302,376	327,808	359,213	366,226
% of Revenue	3.7%	5.5%	6.8%	7.8%	8.6%	9.4%	9.3%	9.8%	10.2%	10.3%	10.6%	10.2%
Taxes	0	0	0	0	52,992	62,500	67,109	75,884	84,665	91,786	100,580	102,543
Net Income	52,983	89,666	123,717	155,322	136,264	160,714	172,567	195,131	217,711	236,022	258,633	263,683
% of Revenue	3.7%	5.5%	6.8%	7.8%	6.2%	6.7%	6.7%	7.0%	7.3%	7.4%	7.7%	7.4%
Revenue from this State	28,598	32,364	36,178	40,004	43,856	47,734	51,637	55,566	59,520	63,499	67,502	71,529

Ciera Network Systems, Inc.
2 Year Proforma
Balance Sheet

Month No. >>	1	2	3	4	5	6	7	8	9	10	11	12
ASSETS												
CURRENT ASSETS:												
Cash in Bank	84,609	230,056	487,350	538,736	458,885	378,581	326,333	271,064	252,185	266,036	371,092	490,628
Cash - Certificate of Deposit	10,000	30,000	50,000	100,000	150,000	200,000	250,000	300,000	350,000	400,000	400,000	400,000
Accounts Receivable - Trade	0	0	(0)	0	9,881	29,195	56,722	88,745	121,567	155,556	190,907	227,438
Less: Accum Depreciation	0	0	46	776	3,786	10,311	21,579	37,710	58,825	85,153	116,873	37,288
Total Current Assets	94,609	260,056	537,304	637,960	614,980	597,466	611,476	622,098	664,927	736,439	845,126	1,080,778
FIXED ASSETS:												
Office Furniture & Equipment	29,000	33,500	33,500	35,000	35,000	39,500	41,000	45,500	47,000	53,500	56,500	58,000
Computer Equipment	13,001	19,002	19,003	21,004	21,005	27,006	29,007	35,008	37,009	39,010	43,011	45,012
Less: Accum Depreciation	1,185	2,369	3,554	4,739	5,923	7,108	8,293	9,477	10,662	11,847	13,031	14,216
Total Fixed Assets	40,816	50,133	48,949	51,265	50,082	59,398	61,714	71,031	73,347	80,663	86,480	88,796
Other Assets	170,743	98,776	73,312	69,216	0	0	0	0	0	19,437	0	0
TOTAL ASSETS	306,168	408,964	659,565	758,441	665,062	656,864	673,191	693,129	738,274	836,539	931,606	1,169,575
LIABILITIES & STOCKHOLDERS EQUITY												
CURRENT LIABILITIES:												
Accounts Payable - Trade	0	177,446	99,846	89,363	112,766	112,134	210,300	323,076	469,489	587,535	718,963	795,089
Payroll Taxes Payable	6,297	8,930	8,931	9,484	9,531	10,953	11,508	12,931	13,521	14,124	15,170	15,800
Federal Income Tax Payable	0	0	0	0	0	0	0	0	0	0	0	0
Other Accrued Liabilities	0	0	0	0	24,919	39,164	63,760	25,127	11,335	0	13,338	73,206
Total Current Liabilities	183,743	188,776	98,294	122,250	146,583	260,417	398,345	507,547	612,390	733,087	823,597	1,044,806
STOCKHOLDERS EQUITY:												
Common Stock	300,000	600,000	1,000,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000
Retained Earnings-cummulative	(177,575)	(299,812)	(438,730)	(563,809)	(681,521)	(803,553)	(925,154)	(1,014,418)	(1,074,116)	(1,096,548)	(1,091,991)	(1,075,231)
Total Stockholders Equity	122,425	300,188	561,270	636,191	518,479	396,447	274,846	185,582	125,884	103,452	108,009	124,769
TOTAL LIABILITIES & STOCKHOLDER EQUITY	306,168	408,964	659,565	758,441	665,062	656,864	673,191	693,129	738,274	836,539	931,606	1,169,575

Ciera Network Systems, Inc.
 2 Year Proforma
 Balance Sheet

Month No. >>	13	14	15	16	17	18	19	20	21	22	23	24
ASSETS												
CURRENT ASSETS:												
Cash in Bank	656,149	849,023	1,076,944	1,336,829	1,577,033	1,835,634	2,136,488	2,463,454	2,813,043	2,929,029	3,329,655	3,737,014
Cash - Certificate of Deposit	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000
Accounts Receivable - Trade	264,695	302,223	340,123	378,321	416,709	455,359	494,267	533,430	572,845	612,508	652,416	692,566
Less: Accum Depreciation	80,185	128,730	182,997	243,003	308,786	390,397	457,842	541,192	630,472	725,720	828,973	934,266
Total Current Assets	1,240,659	1,422,515	1,634,070	1,872,148	2,084,956	2,310,606	2,572,912	2,855,692	3,155,415	3,215,816	3,555,098	3,895,314
FIXED ASSETS:												
Office Furniture & Equipment	59,500	61,000	64,000	67,000	73,500	87,000	88,500	90,000	93,000	351,000	352,500	354,000
Computer Equipment	47,013	51,013	57,013	63,013	67,013	71,013	75,013	79,013	85,013	91,013	95,013	99,013
Less: Accum Depreciation	19,543	24,871	30,198	35,526	40,854	46,181	51,509	56,836	62,164	67,491	72,819	78,146
Total Fixed Assets	86,970	87,142	90,815	94,487	99,659	111,832	112,004	112,177	115,849	374,522	374,694	374,867
Other Assets	0	3,515	58,106	119,582	293,532	391,835	449,742	531,246	619,569	960,838	794,342	904,176
TOTAL ASSETS	1,327,629	1,513,172	1,782,990	2,086,217	2,478,147	2,814,273	3,134,659	3,499,115	3,890,834	4,551,178	4,724,134	5,174,357
LIABILITIES & STOCKHOLDERS EQUITY												
CURRENT LIABILITIES:												
Accounts Payable - Trade	955,800	1,076,419	1,226,938	1,372,268	1,518,982	1,720,875	1,885,988	2,028,401	2,188,149	2,352,566	2,767,969	2,672,677
Payroll Taxes Payable	18,057	18,816	19,587	20,778	21,559	22,348	23,145	23,948	24,758	26,555	27,378	28,208
Federal Income Tax Payable	0	0	0	0	52,992	62,500	67,109	75,884	84,665	91,786	100,580	102,543
Other Accrued Liabilities	55,400	0	0	0	0	0	0	0	0	0	0	0
Total Current Liabilities	1,149,877	1,245,753	1,391,855	1,539,760	1,795,426	1,970,836	2,118,655	2,287,981	2,461,989	2,866,309	2,800,634	2,987,175
STOCKHOLDERS EQUITY:												
Common Stock	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000
Retained Earnings-cummulative	(1,022,248)	(932,582)	(808,865)	(653,543)	(517,278)	(356,564)	(183,997)	11,134	228,845	464,866	723,500	987,183
Total Stockholders Equity	177,752	267,418	391,135	546,457	682,722	843,436	1,016,003	1,211,134	1,428,845	1,664,866	1,923,500	2,187,183
TOTAL LIABILITIES & STOCKHOLDER EQUITY	1,327,629	1,513,172	1,782,990	2,086,217	2,478,147	2,814,273	3,134,658	3,499,115	3,890,833	4,551,176	4,724,134	5,174,357

Certificates

State of Florida



Department of State

I certify from the records of this office that CIERA NETWORK SYSTEMS, INC., is a corporation organized under the laws of Texas, authorized to transact business in the State of Florida, qualified on May 11, 1999.

The document number of this corporation is F99000002427.

I further certify that said corporation has paid all fees due this office through December 31, 1999, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Eleventh day of May, 1999



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State



COMPTROLLER OF PUBLIC ACCOUNTS

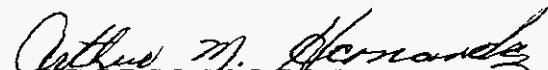
P.O. BOX 13528
AUSTIN, TX 78711-3528

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

I, Arthur M. Hernandez, Section Supervisor of the Open Records/Disclosure Division of the Comptroller of Public Accounts of the State of Texas, DO HEREBY CERTIFY AND ATTEST, as custodian of all franchise tax records, that according to the records of this office, Ciera Network Systems, Inc., is in good standing through March 27, 2000.

IN TESTIMONY WHEREBY, I have hereunto signed my name officially and caused to be impressed hereon the seal of my office in the City of Austin on this 27th day of May, 1999 A.D.


Arthur M. Hernandez, Section Supervisor
Open Records/Disclosure Division
Comptroller of Public Accounts



AMH:ko



The State of Texas

Secretary of State

DEC. 30, 1998

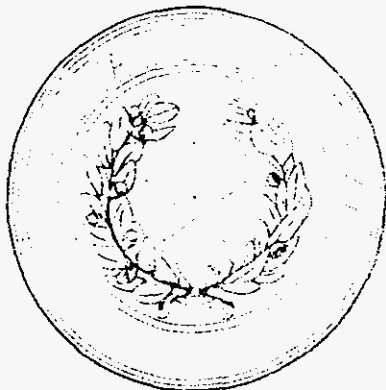
ROBERT W. LIVINGSTON
3930 BOLIVIA
PASADENA ,TX 77504

RE:
CIERA NETWORK SYSTEMS, INC.
CHARTER NUMBER 01518379-00

IT HAS BEEN OUR PLEASURE TO APPROVE AND PLACE ON RECORD THE ARTICLES OF INCORPORATION THAT CREATED YOUR CORPORATION. WE EXTEND OUR BEST WISHES FOR SUCCESS IN YOUR NEW VENTURE.

AS A CORPORATION, YOU ARE SUBJECT TO STATE TAX LAWS. SOME NON-PROFIT CORPORATIONS ARE EXEMPT FROM THE PAYMENT OF FRANCHISE TAXES AND MAY ALSO BE EXEMPT FROM THE PAYMENT OF SALES AND USE TAX ON THE PURCHASE OF TAXABLE ITEMS. IF YOU FEEL THAT UNDER THE LAW YOUR CORPORATION IS ENTITLED TO BE EXEMPT YOU MUST APPLY TO THE COMPTROLLER OF PUBLIC ACCOUNTS FOR THE EXEMPTION. THE SECRETARY OF STATE CANNOT MAKE SUCH DETERMINATION FOR YOUR CORPORATION.

IF WE CAN BE OF FURTHER SERVICE AT ANY TIME, PLEASE LET US KNOW.



VERY TRULY YOURS,

A handwritten signature in cursive script, appearing to read "Alberto R. Gonzales".

Alberto R. Gonzales, Secretary of State



The State of Texas
Secretary of State

CERTIFICATE OF INCORPORATION
OF

CIERA NETWORK SYSTEMS, INC.
CHARTER NUMBER 01518379

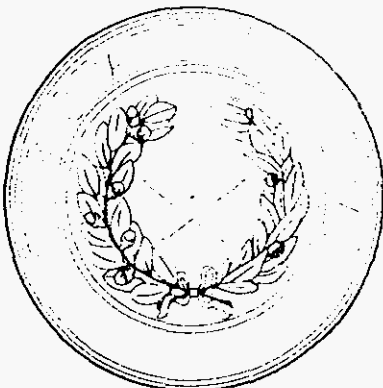
THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,
HEREBY CERTIFIES THAT THE ATTACHED ARTICLES OF INCORPORATION FOR THE
ABOVE NAMED CORPORATION HAVE BEEN RECEIVED IN THIS OFFICE AND ARE
FOUND TO CONFORM TO LAW.

ACCORDINGLY, THE UNDERSIGNED, AS SECRETARY OF STATE, AND BY VIRTUE
OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS
CERTIFICATE OF INCORPORATION.

ISSUANCE OF THIS CERTIFICATE OF INCORPORATION DOES NOT AUTHORIZE
THE USE OF A CORPORATE NAME IN THIS STATE IN VIOLATION OF THE RIGHTS OF
ANOTHER UNDER THE FEDERAL TRADEMARK ACT OF 1946, THE TEXAS TRADEMARK LAW,
THE ASSUMED BUSINESS OR PROFESSIONAL NAME ACT OR THE COMMON LAW.

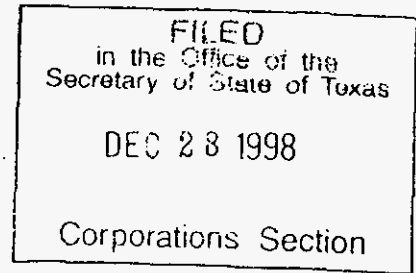
DATED DEC. 28, 1998

EFFECTIVE DEC. 28, 1998




Alberto R. Gonzales, Secretary of State

ARTICLES OF INCORPORATION
OF
CIERA NETWORK SYSTEMS, INC.



ARTICLE I.

NAME

The name of the Corporation is Ciera Network Systems, Inc.

ARTICLE II.

DURATION

The period of the duration of the Corporation is perpetual.

ARTICLE III.

PURPOSE

The purpose for which the Corporation is organized is to transact any and all lawful business for which corporations may be incorporated under the Texas Business Corporation Act (the "TBCA").

ARTICLE IV.

CAPITAL STOCK

The total number of shares of all classes of stock which the Corporation shall have authority to issue is 150,000,000 which shall be divided into (a) 100,000,000 shares of common stock having a par value of \$.0001 per share ("Common Stock") and (b) 50,000,000 shares of preferred stock having a par value of \$.01 per share ("Preferred Stock").

A description of the different classes of stock of the Corporation and a statement of the designations, preferences, limitations and relative rights, including voting rights of the various classes of stock are as follows:

1. Preferred Stock. The shares of Preferred Stock may be divided into and issued in series. The board of directors shall have the authority to establish series of unissued shares of Preferred Stock by fixing and determining the relative rights and preferences of the shares of any series so established, and to increase or decrease the number of shares within each such series; provided, however, that the board of directors may not decrease the number of shares within a series of Preferred Stock to less than the number of shares within such series that are then issued. The Preferred Stock of each such series shall have such designations, preferences, limitations, or relative rights, including voting rights, as shall be set forth in the resolution or resolutions establishing such

series adopted by the board of directors, including, but without limiting the generality of the foregoing, the following:

(a) The distinctive designation of, and the number of shares of Preferred Stock that shall constitute, such series, which number (except where otherwise provided by the board of directors in the resolution establishing such series) may be increased or decreased (but not below the number of shares of such series then outstanding) from time to time by like action of the board of directors;

(b) The rights in respect of dividends, if any, of such series of Preferred Stock, the extent of the preference or relation, if any, of such dividends to the dividends payable on any other class or classes or any other series of the same or other class or classes of capital stock of the Corporation and whether such dividends shall be cumulative or noncumulative;

(c) The right, if any, of the holders of such series of Preferred Stock to convert the same into, or exchange the same for, shares of any other class or classes or of any other series of the same or any other class or classes of capital stock, obligations, indebtedness, rights to purchase securities or other securities of the Corporation or other entities, domestic or foreign, or for other property or for any combination of the foregoing, and the terms and conditions of such conversion or exchange;

(d) Whether or not shares of such series of Preferred Stock shall be subject to redemption, and the redemption price or prices and the time or times at which, and the terms and conditions on which, shares of such series of Preferred Stock may be redeemed;

(e) The rights, if any, of the holders of such series of Preferred Stock upon the voluntary or involuntary liquidation, dissolution or winding-up of the Corporation or in the event of any merger or consolidation of or sale of assets by the Corporation;

(f) The terms of any sinking fund or redemption or repurchase or purchase account, if any, to be provided for shares of such series of Preferred Stock;

(g) The voting powers, if any, of the holders of any series of Preferred Stock generally or with respect to any particular matter, which may be less than, equal to or greater than one vote per share, and which may, without limiting the generality of the foregoing, include the right, voting as a series of Preferred Stock as a class, to elect one or more directors of the Corporation generally or under such specific circumstances and on such conditions, as shall be provided in the resolution or resolutions of the board of directors adopted pursuant hereto, including, without limitation, in the event there shall have been a default in the payment of dividends on or redemption of any one or more series of Preferred Stock; and

(h) Such other powers, preferences and relative, participating, optional and other special rights, and the qualifications, limitations and restrictions thereof, as the board of directors shall determine.

ARTICLE VII.

INITIAL BOARD OF DIRECTORS

1. The number of directors shall from time to time be fixed by the Bylaws of the Corporation. The number of directors constituting the initial board of directors is two (2). Directors need not be residents of the State of Texas or shareholders of the Corporation. The name and address of the persons elected to serve as directors until the first annual meeting of the shareholders, or until their successors shall have been duly elected, unless any or all shall sooner die, resign or be removed, in accordance with the Bylaws of the Corporation, are as follows:

<u>Name</u>	<u>Address</u>
Robert W. Livingston	3930 Bolivia, Pasadena, Texas 77504
James H. Jarrett, Jr.	320 Kelly Drive, Victoria, Texas 77904

2. No director of the Corporation shall be removed from his office as a director by vote or other action of the shareholders or otherwise except for cause.

ARTICLE VIII.

LIMITATION OF DIRECTOR LIABILITY

To the greatest extent permitted by applicable law in effect from time to time, a director of the Corporation shall not be liable to the Corporation or its shareholders for monetary damages for an act or omission in the director's capacity as a director except for liability for: (i) a breach of a director's duty or loyalty to the Corporation or its shareholders; (ii) an act or omission not in good faith that constitutes a breach of duty of the director to the Corporation or that involves intentional misconduct or a knowing violation of the law; (iii) a transaction from which a director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office; (iv) an act or omission for which the liability of a director is expressly provided for by statute; or (v) an act related to an unlawful stock repurchase or unlawful payment of a dividend.

ARTICLE IX.

INDEMNIFICATION

1. Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitative or investigative, any appeal in such action, suit or proceeding, and any inquiry or investigation that would lead to such action, suit or proceeding (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee

2. Common Stock.

(a) Subject to the prior and superior rights of the *Preferred Stock*, and on the conditions set forth in Section 1 of this Article or in any resolution of the board of directors providing for the issuance of any series of Preferred Stock, and not otherwise, such dividends (payable in cash, stock or otherwise) as may be determined by the board of directors may be declared and paid on the Common Stock from time to time out of any funds legally available therefor.

(b) Each holder of Common Stock shall be entitled to one vote for each share held.

3. Cumulative Voting Denied. Shares of the voting stock of the Corporation shall not be voted cumulatively.

4. Preemptive Rights. Except as may be established by the board of directors with respect to any series of Preferred Stock, shares of stock of the Corporation do not carry preemptive rights.

5. Stock Certificates. There shall be set forth on the face or back of each certificate for shares of stock of the Corporation a statement that each of the following is set forth in the articles of incorporation of the Corporation on file in the Office of the Secretary of State of the State of Texas, and that the Corporation will furnish a copy of each such statement to the record holder of the certificate without charge on written request to the Corporation at its principal place of business or registered office: (i) a statement of the designations, preferences, and relative rights, including voting rights, of each class or series of the Corporation's capital stock to the extent that they have been fixed and determined; (ii) a statement of the authority of the board of directors to fix and determine the designations, preferences, limitations, and relative rights, including voting rights, of any series; and (iii) a statement of the extent to which the Corporation has by its articles of incorporation limited or denied the preemptive right of shareholders to acquire unissued or treasury shares of the Corporation.

ARTICLE V.

INITIAL CONSIDERATION FOR ISSUANCE OF SHARES

The Corporation will not commence business until it has received for the issuance of its shares consideration of a value of at least One Thousand and No/100 Dollars (\$1,000.00), consisting of money, labor done, or property actually received.

ARTICLE VI.

INITIAL REGISTERED OFFICE AND AGENT

The address of the initial registered office of the Corporation is 11200 Westheimer, Suite 900, Houston, Texas 77042. The name of the initial registered agent of the Corporation at such address is Robert W. Livingston.

benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the TBCA, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all judgments, fines, penalties (including excise tax and similar taxes), settlements, and reasonable expenses actually incurred by such indemnitee in connection therewith. The right to indemnification conferred in this Article shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the TBCA requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by that such indemnitee is not entitled to be indemnified for such expenses under this Article or otherwise.

2. Insurance. The Corporation may purchase and maintain insurance, at its expense, on behalf of any indemnitee against any liability asserted against him and incurred by him in such a capacity or arising out of his status as a representative of the Corporation, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the TBCA.

3. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the board of directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article or as otherwise permitted under the TBCA with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE X.

CALL OF SPECIAL MEETINGS OF THE SHAREHOLDERS

Special meetings of the Corporation's shareholders may be called (i) by the president, the board of directors, or such other person or persons as may be authorized in the Bylaws or (ii) by the holders of at least fifty percent (50%) of all the shares entitled to vote at the proposed special meeting.

ARTICLE XI.

AMENDMENT OF BYLAWS

In furtherance and not in limitation of the powers conferred by the laws of the State of Texas, the board of directors is expressly authorized to alter, amend or repeal the Bylaws of the Corporation or to adopt new Bylaws.

ARTICLE XII.

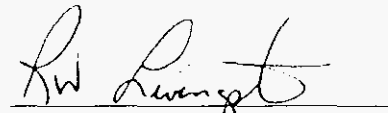
INCORPORATOR

The name and address of the incorporator of the Corporation is as follows:

Robert W. Livingston
11200 Westheimer, Suite 900
Houston, Texas 77042

The undersigned, being the incorporator designated herein, executes these Articles of Incorporation and certifies to the truth of the facts stated therein this 22nd day of December, 1998.

INCORPORATOR:


Robert W. Livingston



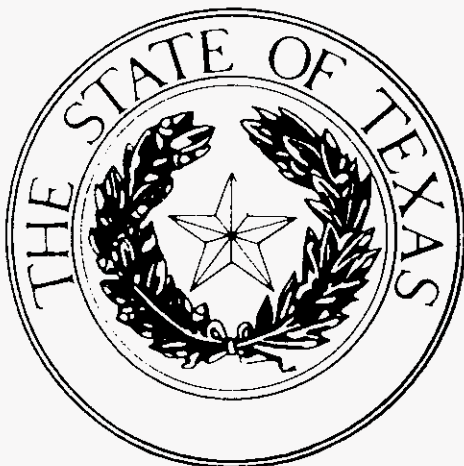
The State of Texas

SECRETARY OF STATE

IT IS HEREBY CERTIFIED that
Articles of Incorporation of

CIERA NETWORK SYSTEMS, INC.
File No. 1518379-00

were filed in this office and a certificate of incorporation was issued to this corporation,
and no certificate of dissolution is in effect and the corporation is currently in existence.



*IN TESTIMONY WHEREOF, I have hereunto
signed my name officially and caused to be
impressed hereon the Seal of State at my office in
the City of Austin, on April 27, 1999.*



Elton Bomer
Secretary of State

PH

Tariff

FLORIDA INTEREXCHANGE TELECOMMUNICATIONS SERVICE

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by **Ciera Network Systems, Inc.** (Carrier) with its principal office at 11200 Westheimer, Suite 900, Houston, Texas 77042, phone 713-243-8766.

This tariff applies for services furnished within the state of Florida (PSC). This tariff is on file with the Florida Public Utilities Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: June 8, 1999

Effective:

By: Robert Livingston - Chief Executive Officer
Ciera Network Systems, Inc.

CHECK SHEET

Sheets 1 through 64 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Originals and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
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SYMBOLS

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

- D - Delete or Discontinue
- I - Change resulting in an increase to a subscriber's bill
- M - Moved from another tariff location
- N - New
- R - Change resulting in a reduction to a subscriber's bill
- T - Change in text or regulation, but no change in rate or charge

TARIFF FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff 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).
- D. **Check Sheets** - When a tariff filing is made with the FPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are

designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

1.1. Definitions

Access Line - A transmission path which connects a subscriber location to the carrier's terminal location or switching center.

Application for Service/ Service Order - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the carrier to provide the communication service as required.

Authorization Code - A numerical code, one or more of which are assigned to a subscriber to enable CIERA to identify use of service on his account and to bill the subscriber accordingly for such service. Multiple authorization codes may be assigned to a subscriber to identify individual users or groups of users on his account.

Authorized User - A person, firm, corporation, or other entity authorized by the subscriber to receive or send communications.

Bandwidth - The total frequency band, in hertz, allocated for a channel.

Cancellation of Order - A subscriber-initiated request to discontinue processing a service order, either in part or in its entirety, prior to its completion. Cancellation charges may apply.

Carrier - Ciera Network Systems, Inc.

Custom Account Coding - Subscriber determined tables of unique project and/or account numbers for their private use.

Dedicated Access Lines ("DAL") - A group of leased lines which interconnect a switching system to a dedicated subscriber.

Digital Signal Level 1 ("DS-1") - A 1.544 Mbit/s signal (T1 carrier).

Disconnection - The disconnection of a circuit, dedicated access line or port connection being used for existing service.

Holidays - Ciera's recognized holidays are:

New Year's Day	Labor Day
Memorial Day	Independence Day
Thanksgiving & the day after	Christmas

Interconnection - The connection of telephone equipment to the network; also, the connection of one carrier with another, i.e., the interface between carriers.

Other Common Carrier - A person, firm, corporation, or entity regulated by the FPSC or the FCC which subscribes to carriers' communications services and facilities and resells these communications services and facilities to the public for a profit. Unless otherwise indicated herein, the term "other common carrier" when used in this tariff also means "subscriber" and includes entities which are brokers of the service (act as intermediaries for the purpose of reselling), those entities which are processors of the service (enhances the value of the service through substantial incurred costs) and those entities which are underlying carriers or providers of facilities.

Point of Presence ("POP") - Point at which responsibility for handling interLATA traffic changes over from the local telephone operating company to the interexchange carrier.

Premises - The space designated by a subscriber as its place or places of business for termination of service (whether for its own communications needs or for its resale subscribers).

Primary InterLATA Carrier ("PIC") - Long Distance carrier designated by a telephone subscriber to provide him with interLATA service without having to dial a special access code.

Speed Number - A signaling arrangement by which a subscriber may elect to dial a pre-programmed four-digit number in place of a designated ten-digit number.

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

Subscriber Provided Equipment - Terminal equipment, as defined herein, provided by a subscriber.

Terminal Equipment - Devices, apparatus and their associated wiring, such as teleprinters, telephone handsets, data sets, or microprocessors.

T1 - The basic 24-channel 1.544 Mb/s pulse code modulation system as used in the United States.

Time of Day - Day is 8:00 A.M. until 4:59 P.M., Monday through Friday; Evening is 5:00 P.M. until 10:59 P.M., Sunday through Friday, Night/Weekend is 11:00 P.M. until 7:59 A.M., Monday through Friday; all day Saturday; from 12:00 A.M. until 4:59 P.M. Sunday and all holidays recognized by CIERA.

SECTION 2 - RULES AND REGULATIONS

2.1. Undertaking of Carrier

Carrier does not undertake to transmit messages, but offers the use of its facilities, where available, for communications between parties to the terms and conditions specified in this tariff.

2.2. Description of Service

- 2.2.1. Ciera Network Systems, Inc. is a switchless reseller/rebiller common carrier. Intrastate communications services are provided to subscribers for their direct transmission and reception of voice, data and other types of telecommunications between various locations within Florida. Service is available twenty-four hours a day, seven days a week. The underlying carriers networks are WilTel, IXC, MCI, AT&T and Other Common Carriers.
- 2.2.2. To initiate a call, the subscriber dials a 1+10 digit number through a switched access line, Feature Group D, which is PIC'ed at the local exchange company to the carrier's PIC code, by dedicated access line or T1 provided by the LEC and the subscriber is responsible for extra line access charges.
- 2.2.3. The subscriber is billed for each individual call, over the minimum duration, placed during the month. Please refer to Section 4 for the rates and charges schedule.
- 2.2.4. Service is provided on a subscription basis.
- 2.2.5. The subscriber is responsible for the charge, local or toll, incurred in accessing Ciera's POP. This charge is to be billed to the originating number, by the appropriate local carrier in the absence of special billing instructions from the subscriber.

- 2.2.6. Authorization codes are issued to the subscriber by Carrier. Subscribers may use more than one authorization code to simplify his accounting for long distance charges. The numerical composition of identification codes is set by carrier to assure compatibility with carrier's accounting and automation systems and to avoid duplication of authorization codes.

2.3. Limitations of Service

- 2.3.1. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. Carrier reserves the right not to provide service to or from a location where necessary facilities or equipment are not available or justified.
- 2.3.2. Carrier reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the subscriber is using the service in violation of the provisions of this tariff, or in violation of the law.
- 2.3.3. Title to all facilities provided by CIERA under these regulations are WilTel, Allnet, MCI and Other Common Carrier's tariffed equipment and charges.

2.4. Use of Service

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

2.5. Liabilities of Carrier

- 2.5.1. The liability of Carrier for any claim or loss, expense, or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff shall not exceed an amount equivalent to

the proportionate monthly subscription fee charged to the subscriber for the period of service or the facility provided during which such interruption, delay, error, omission or defect occurs. Any adjustment shall apply only to the period of interruption, delay, error, omission or defect is received by Carrier. No other liability shall in any case attach to the Carrier on account of interruptions, delay, error, omission or defect of service. For the purpose of computing the credit, a month is considered to have thirty (30) days.

2.5.2. If any interruption, delay, error, omission or other defect in any service, facility, or transmission provided under this tariff is caused by any person or entity other than Carrier, by any malfunction of any service or facility provided by any other Carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond Carrier's direct control, Carrier shall not be liable for any claim or loss, expense, or damage, including indirect, special or consequential damage.

2.5.3. Carrier shall not be liable for, and shall be fully indemnified and held harmless by subscriber against any claim, loss, expense or damage including indirect, special or consequential damage for:

defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name of service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising from the material, data, information or content revealed to, transmitted, processed, handled, or used by Carrier under this tariff, or; for connecting, combining or adapting Carrier's facilities with subscriber's apparatus or systems, or; for any act or omission of the subscriber, or; for any personal injury or death of any person or for any loss of or damage to subscriber's premises or any other property, whether owned by the subscriber or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, or removal of equipment or wiring provided by the Carrier, if not directly caused by negligence of the Carrier. No agent or employee of any other carrier shall be deemed to be an agent or employee of the Carrier, or; liability for failure to provide service.

2.6. Application for Service

- 2.6.1. Any applicant for service is required to sign an application (Services Request form) requesting the Carrier to furnish the service in accordance with rates, charges, rules and regulations from time to time in force and effect.
- 2.6.2. The name(s) of the subscriber(s) must be set forth in the Services Agreement/Service Request form.
- 2.6.3. If it is discovered that the subscriber is indebted to the Carrier or any other Carrier or telephone company, for previously furnished services, Carrier reserves the right to refuse service to such subscriber, until satisfactory payment arrangements are made. Carrier may also refuse to furnish service to any applicant desiring to establish service for former subscribers of the Carrier or any other carrier or telephone company who are indebted for previous service, regardless of the listing request for such service until satisfactory arrangements have been made to clear up such indebtedness.
- 2.6.4. If it is determined subsequent to establishment of service that either condition in 2.6.3 exists, Carrier may suspend or discontinue service until satisfactory arrangements have been made to pay such indebtedness.
- 2.6.5. If application for service, additions, rearrangements, relocation or modifications of service are canceled in whole or in part prior to completion of the work involved, the applicant will be required to reimburse the Carrier for all expenses incurred in handling the request before notice of cancellation is received. This charge will not exceed all charges which would apply if the work involved in compliance with the request had been completed.
- 2.6.6. When equipment has been ordered for the specific needs of a subscriber and the installation thereof is unduly delayed by or at the request of the subscriber, appropriate charges will apply for such equipment for the period of the delay.
- 2.6.7. Subscriber gives Ciera Network Systems, Inc. a letter of Agency for providing PIC changes.
- 2.6.7. Ciera Network Systems, Inc. has the right to change subscriber back to previous service if subscriber does not pay CIERA.

2.7. Discontinuance and Restoration of Service

2.7.1. At the Subscriber's Request

If the subscriber orders service requiring special abilities dedicated to the subscriber's use and then cancels his order before service begins, or prior to completion of the minimum period, or before completion of some other period mutually agreed upon by the subscriber and Carrier, the subscriber will be charged for the nonrecoverable portions of expenditures or liabilities expended on behalf of the subscriber by Carrier and not fully reimbursed. If, based on the order, any construction has either begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be charged to the subscriber. Such charges shall be filed in the tariff on a case by case basis.

2.7.2. Restoral of Service Charge

When service has been discontinued for failure to maintain credit as specified above, service will be restored after the service charge has been collected from the subscriber if it makes good business sense. If not, the subscriber will return to other services by the subscriber's or Ciera Network Systems, Inc.'s direction.

2.7.3. Termination of Service by the Carrier

2.7.3.A. The Carrier may, without notice, either suspend or terminate the subscriber's service without suspension, or discontinue service and remove any of its equipment from the subscriber's premise upon:

2.7.3.A.1. Abandonment of service.

2.7.3.A.2. Use of service or facilities for a call or calls, anonymous or otherwise, in a manner reasonably to be expected to frighten, abuse, torment or harass another.

2.7.3.A.3. Use of service or facilities of the Carrier without payment of the charge applicable for service.

2.7.3.A.4. The use or attempting to use long distance

service by tampering with, or making connection with any facilities of the Carrier, or by an trick, scheme, false representation, or false credit device with intent to avoid payment, in whole or in part, of the regular charge for such service.

2.7.3.A.5. Any other violation of the Carrier's regulations.

2.7.3.B. Carrier reserves the right to cancel service to an subscriber who uses or permits the use of obscene, profane or grossly abusive language over the Carrier's facilities, and who, after reasonable notice, fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.

2.7.4. Unlawful Use of Service

Service is furnished subject to the condition that the service will not be used for an unlawful purpose. Service will be discontinued if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service is being used in violation of law and that a formal charge has been filed by competent authority against the subscriber. Before discontinuing service to such subscriber Carrier shall give to subscriber no less than three days written notice of its intention to do so. Carrier will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of law.

2.7.5. Unsafe or prohibited facilities, appliances, or apparatus.

Carrier may refuse to furnish service to an applicant for service and may discontinue service to a subscriber if any of the facilities, appliances, or apparatus on subscriber's premises are found to be unsafe or causing harm to Carrier's facilities, and may refuse to furnish service until the applicant or subscriber has remedied the condition.

2.7.6. Abuse or Fraudulent Use of Service

2.7.6.A. Service is furnished subject to the conditions that there will be no abuse or fraudulent use of the service, who, over the facilities furnished by the Carrier, abuses or fraudulently uses the service.

2.7.6.B. The Carrier may refuse to furnish or deny service to any person, firm or corporation. Carrier may refuse or deny service to any person, firm, or corporation, if, in the opinion of the Carrier, a subscriber uses the service in such a manner as to constitute abuse or fraud, or in a manner that may tend to injuriously affect the efficiency of the Carrier's plant, property or service.

2.8. Standards on Payment and Collection or Reconnection Charges

2.8.1. Service bills are due and payable upon receipt. Payment is expected with 10 days after the date the bill was mailed. If the postmark date on a subscriber's payment is not legible, a three (3) day mailing period will be presumed.

2.8.2. If the last calendar day for remittance falls on a weekend, legal holiday, or other day when our offices are not open to the public, the final payment date shall be extended through the next business day.

2.8.3. If notice of discontinuance is given pursuant to Section 2.9.E., a charge for such notice may be included.

2.8.4. Service may be discontinued, either temporarily or indefinitely, for reasons listed in Sections 2.9. and 2.10., and after proper notice.

2.8.5. If service is discontinued to a subscriber, charges for equipment shall also cease on the date of discontinuance.

2.9. Standards on Discontinuance of Service Practices

2.9.1. Service may be discontinued or refused for any of the following reasons:

2.9.1.A. As requested by the subscriber.

2.9.1.B. When a telephone bill becomes delinquent as provided in Section 2.8.1., after proper notice as provided in

Section 2.9.5.

- 2.9.1.C. When the subscriber misrepresents his or her identity for the purpose of obtaining telephone service.
- 2.9.1.D. When the subscriber violates any rule of the telephone company, and the violation adversely affects the safety of the subscriber or other persons, or the integrity of the telephone system.
- 2.9.1.E. When the subscriber causes or permits unauthorized interference with or use of telephone service situated on or about the subscriber's premises.
- 2.9.2. The following shall not constitute sufficient cause to discontinue service:
- 2.9.2.A. The failure of a subscriber to pay for any non tariffed charges.
- 2.9.2.B. The failure of the subscriber to pay for concurrent service received at a separate residence or location. In the event of discontinuance or termination of service at a separate residence or location in accordance with these rules, Carrier may transfer any unpaid balance to any other service account with the subscriber's written consent, provided that in the event of the failure of the subscriber to pay a final bill at a location, the telephone company may transfer such unpaid balance to any successive service account opened by the subscriber for the same class of service (business or residential) and may discontinue or refuse service at such successive service location for nonpayment of such transferred amount.
- 2.9.2.C. The failure of the subscribers to pay for a different class of service (business or residential) received at the same location, unless the usage of the remaining service substantially increases.
- 2.9.2.D. The failure of a subscriber to pay a bill which is in dispute, provided that the subscriber pays the portion of the bill not in dispute.
- 2.9.3. Except for discontinuance pursuant to Section 2.9.A.1., Carrier shall not discontinue service unless:

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- 2.9.3.A. At the time of the proposed discontinuance, and on the day following the discontinuance, the office or personnel identified in the notices given pursuant to Sections 2.9.5. and 2.9.6.2. are open or available to the subscriber for the purpose of preventing discontinuance or obtaining reconnection, and
- 2.9.3.B. The procedures required by Section 2.9.7. are followed.
- 2.9.4. Discontinuance in Special Circumstances
- 2.9.4.A. If a residential subscriber notifies carrier and establishes that:
- 2.9.4.A.1. Discontinuance would be especially dangerous to the health of the subscriber, resident member of the subscriber's family or other permanent resident of the premises where service is rendered.
- 2.9.4.B.1. Such subscriber is unable to pay for such service in accordance with the requirements of the carrier's billing or is able to pay for such service only in installments, Carrier shall either allow payment in reasonable installments or postpone discontinuance of service for at least twenty-one (21) days so the subscriber can make arrangements for reasonable installment payments.
- 2.9.4.B.2. In determining if discontinuance would be especially dangerous to health, consideration will be given to subscribers (or other resident's medical condition, age, or disability).
- 2.9.4.B.3. If possible, access to the toll network would be restricted during this period of postponement or while installment payments are being made. The cost of this restriction would be \$1.00, and would be charged to the subscriber.
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2.9.5. Notice of Discontinuance of Service

2.9.5.A. The subscriber shall be given ten (10) days written notice before initial discontinuance of service, unless the discontinuance is upon subscriber's request or involves a dangerous condition, violation of Carrier's rules or unauthorized interference or use of services, Section 2.9.1.A., in which case service may be discontinued immediately.

2.9.5.B. Notice shall be sent to the account's name and address. Accurate records shall be kept as to the mailing date, and service of notice will be complete upon this mailing date.

2.9.6. The notice required by Section 2.9.5. shall contain the following information:

2.9.6.A. The name, billings address and account number of the subscriber being disconnected.

2.9.6.B. A clear and concise statement of the reason for the proposed discontinuance of service.

2.9.6.C. The date on or after which service will be discontinued unless the subscriber takes appropriate action.

2.9.6.D. Terms under which the subscriber may avoid discontinuance.

2.9.6.E. A clear and concise explanation of the charges and conditions for restoral or reconnection of service. A schedule of such charges shall be set forth, if involved.

2.9.6.F. A statement that discontinuance may be postponed or avoided if a subscriber can demonstrate that special circumstances prohibit complete payment and satisfactory credit arrangements are made with Carrier for monies not in dispute.

2.9.6.G. Notice to advise the subscriber of availability of an administrative procedure which may be utilized in the event of a dispute or other circumstances, such as provided in Section 2.9.4. The notice will set forth

the address, telephone number and name of the company office or personnel empowered to review disputed bills, rectify errors, and prevent disconnection. This notice also shall state that the subscriber may meet with a designated employee and may present his or her reason for discontinuance, request for credit arrangements, or request a postponement of discontinuance.

- 2.9.7. Immediately prior to initial disconnection or suspension of service, Carrier shall have an employee make a reasonable effort to:
- 2.9.7.A. Contact via telephone and identify himself/herself to the subscriber or responsible person and announce the purpose of the contact. Attempts at telephone contact will not be required if the subscriber has been sent a notice of discontinuance in the prior twelve months.
 - 2.9.7.B. Identify and record the name of the person contacted.
 - 2.9.7.C. If a personal visit is made and payment of all monies necessary to avert disconnection, including any requirement collection fee is tendered, the employee shall either accept such payment or shall contact the appropriate Carrier employee to allow the subscriber or responsible person to make arrangements for such payment and thereby avert discontinuance.
 - 2.9.7.D. Statements disputing the accuracy of the delinquent bill shall be recorded.
 - 2.9.7.E. Statements concerning the medical condition of any permanent resident of the premises shall also be recorded. If contact with the subscriber is not made, service may be discontinued as specified in the disconnect notice.
- 2.9.8. Restoration of Service
- 2.9.8.A. Upon the subscriber's request, an employee of the Carrier shall restore service promptly when (a) the cause of discontinuance of service has been eliminated, or (b) applicable restoration charges have been paid, or (c) satisfactory credit arrangements have been made.

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- 2.9.8.B. At all times, every reasonable effort shall be made to restore service on the restoration day requested but up to the provisional dates of the Interexchange Carrier.
- 2.9.8.C. A fee of \$10.00 per account code may be charged for the restoration of service as provided in Section 4.

2.10. Disputes

- 2.10.1. If a subscriber advises Carrier's office prior to the date of proposed discontinuance that all or any part of any billing as rendered, is in dispute, or that the carrier's reasons for discontinuance are factually invalid, Carrier shall:
- 2.10.1.A. Immediately record the date, time, and place the complaint is made.
- 2.10.1.B. Postpone discontinuance until a full investigation is completed and the dispute is found to be invalid.
- 2.10.1.C. Investigate the dispute promptly and completely.
- 2.10.1.D. Attempt to resolve the dispute informally in a manner mutually satisfactory to both parties.
- 2.10.2. A subscriber may advise Carrier that a bill is in dispute in a reasonable manner such as a written notice, in person, or by a telephone call directed to appropriate personnel of the Carrier.
- 2.10.3. In attempting to resolve the dispute in a mutually satisfactory manner, carrier may employ telephone communications, personal meetings, on-site visits or any other technique reasonably conducive to settlement of the dispute.
- 2.10.4. In the event that a dispute is not resolved to the satisfaction of the subscriber after a full investigation, the subscriber shall be advised by the carrier to formal and informal proceedings available before the Public Services Commission of the State of Florida. Service may then be discontinued if proper notice has been given.

2.11. Payment of Bills

- 2.11.1. Interest at the rate of 1.50% per month (unless proscribed by law) will accrue upon any unpaid amount commencing twenty (20) days after rendition of bill.
- 2.11.2. The subscriber is responsible for payment of all charges for services furnished to the subscriber. Charges for establishing or changing service are payable upon demand by the Carrier. Charges based on actual usage during a month will be billed monthly in arrears and the subscriber shall pay all charges upon demand.
- 2.11.3. All charges owed by the subscriber are payable at Carrier's office. If objection in writing is not received by Carrier ten (10) days after the bill is rendered the account shall be deemed correct and binding upon the subscriber. Non payment of charges for service may result in the interruption or discontinuance of any or all of the services furnished to the subscriber.
- 2.11.4. Should service be suspended for nonpayment of charges, restoration of service will be provided as explained under "Restoral of Service Charge" in Section 4.2 of this document.
- 2.11.5. Service is considered to be terminated after it has been discontinued for nonpayment. Re-establishment of service may be made only upon the execution of new service agreement which is subject to the provisions contained in this tariff.
- 2.11.6. Service may be reestablished to a suspended account, prior to payment of all charges due at the discretion of the Carrier. Such reestablishment will not be construed as a waiver of rights to suspend or discontinue service for nonpayment of any such or other charges due and unpaid for the violation of the provisions of this tariff; nor shall the failure to suspend or discontinue service for non-payment of any past due account or accounts operate as a waiver or estoppel to suspend or discontinue service for non-payment of such account or of any other past due accounts.
- 2.11.7. Retroactive billing adjustments will not be made for a period exceeding one (1) year.
- 2.11.8. For billing purposes each month is presumed to have 30 days.

2.12. Resale of Service

- 2.12.1. The minimum service period is one month from the date service commences.
 - 2.12.2. A contract period of one month may be required by Carrier for a subscriber at the same location in connection with special types or arrangements of equipment or for unusual construction necessary to meet specific demands for service.
1. The resale of any services provided by Carrier is permitted as specifically authorized by Carrier.

- 2.13.1. For special equipment and arrangements furnished in connection with service, charges equivalent to the estimated cost of furnishing such equipment or arrangements apply. Estimated cost consists of an estimate of the cost of maintenance; cost of operation; depreciation on the estimated useful service life of the facilities with an appropriate allowance for the estimated net salvage; administration, taxes and uncollectable revenue on the basis of reasonable average charges for these items; any other specific items of expense associated with the particular situation; and a reasonable amount, computed on the estimated cost installed of any facilities provided for return and contingencies.
- 2.13.2. Estimated cost installed as mentioned in the above includes cost of equipment and materials specifically provided or used plus the estimated cost of installing, including engineering, labor supervision, transportation, rights-of-way and any other items which are chargeable to the capital accounts.

2.14. Ownership of Equipment

- 2.14.1. Equipment furnished by Carrier on the premises of a subscriber is the property of Carrier.
- 2.14.2. Equipment purchased for the subscriber for connecting a DAL or T1 circuit to the Software Defined Network will be the property of the subscriber after it is paid for.

2.15. Deposits

- 2.15.1 Deposits are not required for services rendered for Business or Residential Subscribers.

2.16. Interconnection

- 2.16.1. Service furnished by Carrier may be interconnected with services or facilities of other authorized communication common carriers and with private systems, subject to the technical limitations established by Carrier. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Carrier and other participating carriers shall be provided at the subscriber's expense.

- 2.16.2. Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. The subscriber is responsible for taking all necessary legal steps for interconnecting his subscriber-provided terminal equipment for communications systems with Carrier's facilities. He shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

- 2.17.1. Adjustments for Municipality Payments

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

- 2.17.2. Adjustments for County or Other Local Taxing Authority Payments

If at any future time a county or other local taxing

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

2.18. Inspection, Testing and Adjustment

- 2.18.1. Carrier may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the requirements of this tariff are being complied with in the installation, operation or maintenance of the subscriber's or the Carrier's equipment. Carrier may interrupt the service at any time, without penalty to itself, because of departure from any of these requirements.
- 2.18.2. Upon reasonable notice, the facilities provided by Carrier shall be made available to Carrier for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to Carrier. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.19. Connection with Subscriber-Provided Equipment and Facilities

- 2.19.1. Carrier's facilities and service may be used with or terminated in subscriber-provided terminal equipment or subscriber-provided communication systems, such as teleprinters, handsets or data sets. Such terminal equipment shall be furnished and maintained at the expense of the subscriber, except as otherwise provided. The subscriber is responsible for all costs at his premises, including subscriber personnel, wiring, electrical power, and the like, incurred in his use of Carrier's service.
- 2.19.2. When such terminal equipment is used, the equipment shall comply with the minimum protective criteria set forth below and shall not interfere with service furnished to other subscribers. Additional protective equipment, if needed,

shall be employed at the subscriber's expense.

2.19.3. When service using Bell's voice grade facilities is terminated in subscriber-provided terminal equipment, channel derivation-devices, or communication systems, the subscriber shall comply with the following minimum protective criteria:

2.19.3.A. When the facilities furnished under this tariff are used in common with Bell System Services, it is necessary in order to prevent excessive noise and cross talk that power of the signal applied to Bell lines be limited. A single valued limit for all applications cannot be specified. Therefore, the power of the signal in the band over 300 Hertz, which may be applied by the subscriber-provided equipment at the point of termination, will be specified by Carrier for each application to be consistent with the signal power allowed on the telecommunications network.

2.19.3.B. To protect the telecommunications services from interference at frequencies which are about the band of service provided, Carrier will specify the acceptable signal power in the following bands to be applied by the subscriber-provided equipment or communications systems at the point of termination to insure that the input to Bell facilities does not exceed the following limits:

2.19.4.B.1. The power in the band from 3,995 Hertz to 4,005 Hertz shall be at least 18 db below the power of the signal as specified in the subsection "1" above.

2.19.3.B.2. The power in the band from 4,005 Hertz to 10,000 Hertz shall not exceed 16 db below one milliwatt.

2.19.3.B.3. The power in the band from 10,000 Hertz to 25,000 Hertz shall not exceed 24 db below one milliwatt.

2.19.3.B.4. The power in the band from 25,000 Hertz to 40,000 Hertz shall not exceed 36 db below one milliwatt.

2.19.3.B.5. The power in the band above 40,000 Hertz

shall not exceed 50 db below one milliwatt.

- 2.19.3.C. Where there is connection via subscriber-provided terminal equipment or communications systems to a Message Telecommunications Service or a WATS service, to prevent the interruption or disconnection of calls, or interference with network control signaling, it is necessary that the signal applied by the subscriber-provided equipment to the interface at no time has energy solely in the 2450 to 2750 Hertz band. If signal power is in the 2450 to 2750 Hertz band, it must not exceed the power present at the same time in the 800 to 2450 Hertz band.
- 2.19.3.D. Where such subscriber-provided equipment or communications system applies signals having components on the frequency spectrum below 300 Hertz excluding ringing signals, the currents and voltages (including all harmonics and spurious signals) at the interface shall not exceed the following limits:
- 2.19.3.D.1. The maximum rms (root-means square) value, including dc and ac components, of the current shall not exceed 0.35 ampere.
- 2.19.3.D.2. The magnitude of the peak of the conductor or ground voltage shall not exceed 70 volts.
- 2.19.3.D.3. The conductor voltage shall be such that the conductor to ground voltage limit in 2.19.3.D.2. preceding is not exceeded. If the signal source is not grounded, the voltage limit in 2.19.3.D.2. preceding applies to the conductor to conductor voltage.
- 2.19.3.D.4. The total weighted rms voltage within the band from 50 Hertz to 300 Hertz shall not exceed 100 volts. The total weighted rms voltage is the square root of the sum of products times the square of the rms voltage of the individual frequency components. The weighing factors are as follows:

<u>For Frequencies Between</u>	<u>Weighing Factor</u>
50 Hertz and 100 Hertz	2 4 f/10
100 Hertz and 300 Hertz	3.3 6.6 f/10

- f is the numerical value of the frequency, in Hertz, of the frequency component being weighted.

2.19.4. The subscriber shall also comply with the minimum protective criteria generally accepted in the telephone industry and other appropriate criteria as may be prescribed by Carrier. The subscriber shall ensure that his terminal equipment is properly interfaced with the Carrier's facilities, that the signals emitted into the Carrier's facilities are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the subscriber, and that the signals do not damage the Carrier's equipment, injure personnel or degrade service to other subscribers.

If the subscriber fails to maintain and operate his terminal equipment properly, resulting in the occurrence or possibility of harm to Carrier's equipment, personnel, or the quality of service to other subscribers, Carrier may, upon written notice, require the use of protective equipment at the subscriber's expense. If this fails to produce satisfactory quality and safety of service, Carrier may, upon written notice, terminate the subscriber's service immediately.

2.20. Marketing and Sales Studies

In connection with Marketing and Sales studies, Marketing and Sales programs, the Carrier reserves the right to waive moves and change charges within specified areas for such periods of time as designated by the Carrier, after proper notification to the Commission and approval has been granted.

2.21. Waiver of Requirements

The requirements contained herein may be waived in individual cases by the Commission upon written request by us if it is shown that compliance with the requirement would not serve the interest of either the subscriber or us.

SECTION 3 - DESCRIPTION OF SERVICE**3.1. Timing of Calls**

Subscribers are charged individually for each call they place through Carrier's system since the last monthly billing. Each call is timed from the time the call destination phone answers and LEC gives carrier answer supervision, and the time the call ends when either party hangs up and carrier recognize disconnect supervision.

3.2. Calculation of Distance

Usage charges for all mileage sensitive products are based on the airtime distance between rate centers associated with the originating and terminating points of the call. The airtime mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. Carrier uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communication Research in their NPA-NXX V&H Coordinate Tape and AT&T Tariff No. 10.

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

3.3. Service Offerings

3.3.1. Each billed charge for every call is determined by the following formula:

Billable charge equals (rate per minute times the number of minutes or fraction thereof) less any applicable discounts.

3.3.2. The rate for any given call is composed of one charge for the first rate period and a second charge for each additional rate periods. The rate that applies to any given call is a direct function of the distance between the points of origination and distribution as determined by methods set forth in Section 3.2.

SECTION 4 - RATES

SECTION 4 - DESCRIPTION OF SERVICES, RATES AND CHARGES

4.1 Rates for Specific Services

4.1.1 "Rate Plan #1"

Switched access one plus product for residential or small business subscribers. Basic service requires switched access lines (local lines) from subscriber's site. Minimum monthly volume is \$50.00.

"Rate Plan #1"

- 1. Activation Fee \$ -0-
- 2. Monthly Access Charge: Business \$ 5.00
Residential \$ 2.00

3. Usage Rate:

<u>Mileage Band</u>	<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
BASIC PAY PLAN			
0 - 431 +	\$0.164	\$0.164	\$0.164

PAYMENT REQUIREMENTS:

Basic Pay Plan - Payment is due within 20 days of invoice date.

- 4. Basic Accounts Codes; per month: \$ -0-
Verified Account Codes; per month: \$ 7.50
Non- Verified Codes; per month: \$ 5.00
- 5. Billing Formats:
 - (i) Hard Copy (Paper) \$ 3.95
 - (ii) Diskette \$25.00
 - (iii) Electronic \$ -0-
- 6. Calls are billed in six (6) second increments with an eighteen (18) second minimum.

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SECTION 4 - RATES

SECTION 4 - DESCRIPTION OF SERVICES, RATES AND CHARGES (Continued)

4.1 Rates for Specific Services

4.1.2 "Rate Plan #2"

Switched access one plus product for residential or small business subscribers. Basic service requires switched access lines (local lines) from subscriber's site. Minimum monthly volume is \$100.00.

"Rate Plan #2"

- 1. Activation Fee \$ -0-
- 2. Monthly Access Charge: Business \$ 5.00
Residential \$ 2.00
- 3. Usage Rate:

<u>Mileage Band</u>	<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
BASIC PAY PLAN 0 - 431 +	\$0.154	\$0.154	\$0.154

PAYMENT REQUIREMENTS:

Basic Pay Plan - Payment is due within 20 days of invoice date.

- 4. Basic Accounts Codes; per month: \$ -0-
Verified Account Codes; per month: \$ 7.50
Non-Verified Account Codes; per month: \$ 5.00
- 5. Billing Formats:
(i) Hard Copy (Paper) \$ 3.95
(ii) Diskette \$25.00
(iii) Electronic \$ -0-

Calls are billed in six (6) second increments with an eighteen (18) second minimum.

SECTION 4 - RATES

SECTION 4 - DESCRIPTION OF SERVICES, RATES AND CHARGES (Continued)

4.1 Rates for Specific Services

4.1.3 "Rate Plan #3"

Switched access one plus product for residential or small business subscribers. Basic service requires switched access lines (local lines) from subscriber's site. Minimum monthly volume is \$250.00.

"Rate Plan #3 " RATES

- 1. Activation Fee \$ -0-
- 2. Monthly Access Charge: Business \$ 5.00
Residential \$ 2.00
- 3. Usage Rate:

<u>Mileage Band</u>	<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
BASIC PAY PLAN 0 - 431 +	\$0.145	\$0.145	\$0.145

PAYMENT REQUIREMENTS:

Basic Pay Plan - Payment is due within 20 days of invoice date.

- 4. Basic Accounts Codes; per month: \$ -0-
Verified Account Codes; per month: \$ 7.50
Non-Verified Account Codes; per month: \$ 5.00
- 5. Billing Formats:
(i) Hard Copy (Paper) \$ 3.95
(ii) Diskette \$25.00
(iii) Electronic \$ -0-
- 6. Calls are billed in six (6) second increments with an eighteen (18) second minimum.

SECTION 4 - RATES

SECTION 4 - DESCRIPTION OF SERVICES, RATES AND CHARGES (Continued)

4.1 Rates for Specific Services

4.1.4 "Rate Plan #4"

Switched access one plus product for small business subscribers. Basic service requires switched access lines (local lines) from subscriber's site. Minimum monthly volume is \$ 500.00.

"Rate Plan #4" RATES

- 1. Activation Fee \$ -0-
- 2. Monthly Access Charge: \$ 5.00
- 3. Usage Rate:

<u>Mileage Band</u>	<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
BASIC PLAN 0 - 431+	\$0.135	\$0.135	\$0.135

PAYMENT REQUIREMENTS:

Basic Pay Plan - Payment is due within 20 days of invoice date.

- 4. Basic Accounts Codes; per month: \$ -0-
 Verified Account Codes; per month: \$ 7.50
 Non-Verified Account Codes; per month: \$ 5.00
- 5. Billing Formats:
 (i) Hard Copy (Paper) \$ 3.95
 (ii) Diskette \$25.00
 (iii) Electronic \$ -0-
- 6. Calls are billed in six (6) second increments with a thirty (30) second minimum.

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SECTION 4 - RATES

SECTION 4 - DESCRIPTION OF SERVICES, RATES AND CHARGES (Continued)

4.1 Rates for Specific Services

4.1.5 "Rate Plan #5"

Switched access one plus product for small business subscribers. Basic service requires switched access lines (local lines) from subscriber's site. Minimum monthly volume is \$1000.00.

"Rate Plan #5" RATES

- 1. Activation Fee \$ -0-
- 2. Monthly Access Charge: \$ 5.00
- 3. Usage Rate:

<u>Mileage Band</u>	<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
BASIC PLAN 0 - 431+	\$0.131	\$0.131	\$0.131

PAYMENT REQUIREMENTS:

Basic Pay Plan - Payment is due within 20 days of invoice date.

- 4. Basic Accounts Codes; per month: \$ -0-
 Verified Account Codes; per month: \$ 7.50
 Non-Verified Account Codes; per month: \$ 5.00
- 5. Billing Formats:
 (i) Hard Copy (Paper) \$ 3.95
 (ii) Diskette \$25.00
 (iii) Electronic \$ -0-
- 6. Calls are billed in six (6) second increments with an thirty (30) second minimum.

SECTION 4 - RATES

SECTION 4 - DESCRIPTION OF SERVICES, RATES AND CHARGES (Continued)

4.1 Rates for Specific Services

4.1.6 "Rate Plan #1 - Dedicated Outbound"

Dedicated Access Intrastate product for T-1 access customers. This service is for dedicated customers with a minimum monthly volume of \$500.00. The customer is required to interface through the T-1 access facility.

"Rate Plan #1- Dedicated Outbound" RATES

- 1. Monthly Service Recurring Charge \$50.00
- 2. Monthly Access Line Charge and Installation Charge:

A monthly access line charge and installation charge will be assessed on customers. The amount will vary depending on the customer's location relative to the point of presence ("POP") and LEC charges. Price quotes are available upon request.

- 3. Usage Rate:

<u>Mileage Band</u>	<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
BASIC PAY PLAN			
0 - 431 +	\$0.147	\$0.147	\$0.147

PAYMENT REQUIREMENTS:

Basic Pay Plan - Payment is due within 20 days of invoice date.

- 4. Basic Accounts Codes; per month: \$ -0-
 Verified Account Codes; per month: \$ 7.50
 Non-Verified Account Codes; per month: \$ 5.00
- 5. Billing Formats:
 (i) Hard Copy (Paper) \$ 3.95
 (ii) Diskette \$25.00
 (iii) Electronic \$ -0-
- 6. Calls are billed in six (6) second increments with an eighteen (18) second minimum.

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SECTION 4 - RATES

SECTION 4 - DESCRIPTION OF SERVICES, RATES AND CHARGES (Continued)

4.1 Rates for Specific Services

4.1.7 "Rate Plan #2 - Dedicated Outbound"

Dedicated Access Intrastate product for T-1 access customers. This service is for dedicated customers with a minimum monthly volume of \$ 750.00. The customer is required to interface through the T-1 access facility.

"Rate Plan #2 - Dedicated Outbound" RATES

1. Monthly Service Recurring Charge \$50.00
2. Monthly Access Line Charge and Installation Charge:

A monthly access line charge and installation charge will be assessed on customers. The amount will vary depending on the customer's location relative to the point of presence ("POP") and LEC charges. Price quotes are available upon request.

3. Usage Rate:

<u>Mileage Band</u>	<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
BASIC PAY PLAN			
0 - 431 +	\$0.130	\$0.130	\$0.130

PAYMENT REQUIREMENTS:

Basic Pay Plan - Payment is due within 20 days of invoice date.

4. Basic Accounts Codes; per month: \$ -0-
 Verified Account Codes; per month: \$ 7.50
 Non-Verified Account Codes; per month: \$ 5.00
5. Billing Formats:
 (i) Hard Copy (Paper) \$ 3.95
 (ii) Diskette \$25.00
 (iii) Electronic \$ -0-
6. Calls are billed in six (6) second increments with an eighteen (18) second minimum.

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SECTION 4 - RATES

SECTION 4 - DESCRIPTION OF SERVICES, RATES AND CHARGES (Continued)

4.1 Rates for Specific Services

4.1.8 "Rate Plan #3 - Dedicated Outbound"

Dedicated Access Intrastate product for T-1 access customers. This service is for dedicated customers with a minimum monthly volume of \$1,000.00. The customer is required to interface through the T-1 access facility.

"Rate Plan #3 - Dedicated Outbound" RATES

- 1. Monthly Service Recurring Charge \$50.00
- 2. Monthly Access Line Charge and Installation Charge:

A monthly access line charge and installation charge will be assessed on customers. The amount will vary depending on the customer's location relative to the point of presence ("POP") and LEC charges. Price quotes are available upon request.

3. Usage Rate:

<u>Mileage Band</u>	<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
BASIC PAY PLAN			
0 - 431 +	\$0.116	\$0.116	\$0.116

PAYMENT REQUIREMENTS:

Basic Pay Plan - Payment is due within 20 days of invoice date.

- 4. Basic Accounts Codes; per month: \$ -0-
 Verified Account Codes; per month: \$ 7.50
 Non-Verified Account Codes; per month: \$ 5.00
- 5. Billing Formats:
 (i) Hard Copy (Paper) \$ 3.95
 (ii) Diskette \$25.00
 (iii) Electronic \$ -0-
- 6. Calls are billed in six (6) second increments with an eighteen (18) second minimum.

SECTION 4 - RATES

SECTION 4 - DESCRIPTION OF SERVICES, RATES AND CHARGES (Continued)

4.1 Rates for Specific Services

4.1.9 "Rate Plan #4 - Dedicated Outbound"

Dedicated Access Intrastate product for T-1 access customers. This service is for dedicated customers with a minimum monthly volume of \$1,500.00. The customer is required to interface through the T-1 access facility.

"Rate Plan #4 - Dedicated Outbound" RATES

- 1. Monthly Service Recurring Charge \$50.00
- 2. Monthly Access Line Charge and Installation Charge:

A monthly access line charge and installation charge will be assessed on customers. The amount will vary depending on the customer's location relative to the point of presence ("POP") and LEC charges. Price quotes are available upon request.

3. Usage Rate:

<u>Mileage Band</u>	<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
BASIC PAY PLAN			
0 - 431 +	\$0.101	\$0.101	\$0.101

PAYMENT REQUIREMENTS:

Basic Pay Plan - Payment is due within 20 days of invoice date.

- 4. Basic Accounts Codes; per month: \$ -0-
 Verified Account Codes; per month: \$ 7.50
 Non-Verified Account Codes; per month: \$ 5.00
- 5. Billing Formats:
 (i) Hard Copy (Paper) \$ 3.95
 (ii) Diskette \$25.00
 (iii) Electronic \$ -0-
- 6. Calls are billed in six (6) second increments with an eighteen (18) second minimum.

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SECTION 4 - RATES

SECTION 4 - DESCRIPTION OF SERVICES, RATES AND CHARGES (Continued)

4.1 Rates for Specific Services

4.1.10

"Rate Plan #5 - Dedicated Outbound"

Dedicated Access Intrastate product for T-1 access customers. This service is for dedicated customers with a minimum monthly volume of \$1,750.00. The customer is required to interface through the T-1 access facility.

"Rate Plan #5 - Dedicated Outbound" RATES

1. Monthly Service Recurring Charge \$50.00
2. Monthly Access Line Charge and Installation Charge:

A monthly access line charge and installation charge will be assessed on customers. The amount will vary depending on the customer's location relative to the point of presence ("POP") and LEC charges. Price quotes are available upon request.

3. Usage Rate:

<u>Mileage Band</u>	<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
BASIC PAY PLAN			
0 - 431 +	\$0.094	\$0.094	\$0.094

PAYMENT REQUIREMENTS:

Basic Pay Plan - Payment is due within 20 days of invoice date.

4. Basic Accounts Codes; per month: \$ -0-
 Verified Account Codes; per month: \$ 7.50
 Non-Verified Account Codes; per month: \$ 5.00
5. Billing Formats:
 (i) Hard Copy (Paper) \$ 3.95
 (ii) Diskette \$25.00
 (iii) Electronic \$ -0-
6. Calls are billed in six (6) second increments with a thirty (30) second minimum.

SECTION 4 - RATES

SECTION 4 - DESCRIPTION OF SERVICES, RATES AND CHARGES (Continued)

4.1 Rates for Specific Services

4.1.11 "Rate Plan #1 - 800"

An 800 inbound service allowing the customer to be accessed via an 800 number terminating to the customer's switched access location. This service offers intrastate 800 provisioning to customers. This service is available only to commercial business customers. No minimum monthly volume commitment.

"Rate Plan #1 - 800" RATES

- 1. Activation Fee \$10.00
- 2. Monthly Access Charge: \$20.00
- 3. Installation Charge; one-time charge \$ -0-
- 4. Usage Rate:

<u>Mileage Band</u>	<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
BASIC PAY PLAN			
0 - 431 +	\$0.250	\$0.250	\$0.250

PAYMENT REQUIREMENTS:

Basic Pay Plan - Payment is due within 20 days of invoice date.

- 5. Billing Formats:
 - (i) Hard Copy (Paper) \$ 3.95
 - (ii) Diskette \$25.00
 - (iii) Electronic \$ -0-
- 6. Calls are billed in six (6) second increments with an eighteen (18) second minimum.

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SECTION 4 - RATES

SECTION 4 - DESCRIPTION OF SERVICES, RATES AND CHARGES (Continued)

4.1 Rates for Specific Services

4.1.12 "Rate Plan #2 - 800"

An 800 inbound service allowing the customer to be accessed via an 800 number terminating to the customer's switched access location. This service offers intrastate 800 provisioning to customers. This service is available only to commercial business customers with a monthly volume of \$50.00.

"Rate Plan #2 - 800" RATES

- 1. Activation Fee \$10.00
- 2. Monthly Access Charge: \$20.00
- 3. Installation Charge; one-time charge \$ -0-
- 4. Usage Rate:

<u>Mileage Band</u>	<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
BASIC PAY PLAN			
0 - 431 +	\$0.164	\$0.164	\$0.164

PAYMENT REQUIREMENTS:

Basic Pay Plan - Payment is due within 20 days of invoice date.

- 5. Billing Formats:
 - (i) Hard Copy (Paper) \$ 3.95
 - (ii) Diskette \$25.00
 - (iii) Electronic \$ -0-
- 6. Calls are billed in six (6) second increments with an eighteen (18) second minimum.

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SECTION 4 - RATES

SECTION 4 - DESCRIPTION OF SERVICES, RATES AND CHARGES (Continued)

4.1 Rates for Specific Services

4.1.13 "Rate Plan #3 - 800"

An 800 inbound service allowing the customer to be accessed via an 800 number terminating to the customer's switched access location. This service offers intrastate 800 provisioning to customers. This service is available only to commercial business customers with a monthly volume of \$100.00.

"Rate Plan #3 - 800 " RATES

- 1. Activation Fee \$10.00
- 2. Monthly Access Charge: \$20.00
- 3. Installation Charge; one-time charge \$ -0-
- 4. Usage Rate:

<u>Mileage Band</u>	<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
BASIC PAY PLAN 0 - 431 +	\$0.154	\$0.154	\$0.154

PAYMENT REQUIREMENTS:

Basic Pay Plan - Payment is due within 20 days of invoice date.

- 5. Billing Formats:
 - (i) Hard Copy (Paper) \$ 3.95
 - (ii) Diskette \$25.00
 - (iii) Electronic \$ -0-
- 6. Calls are billed in six (6) second increments with an eighteen (18) second minimum.

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SECTION 4 - RATES

SECTION 4 - DESCRIPTION OF SERVICES, RATES AND CHARGES (Continued)

4.1 Rates for Specific Services

4.1.14 "Rate Plan #4 - 800"

An 800 inbound service allowing the customer to be accessed via an 800 number terminating to the customer's switched access location. This service offers intrastate 800 provisioning to customers. This service is available only to commercial business customers with a monthly volume of \$250.00.

"Rate Plan #4 - 800" RATES

- 1. Activation Fee \$10.00
- 2. Monthly Access Charge: \$15.00
- 3. Installation Charge; one-time charge \$ -0-
- 4. Usage Rate:

<u>Mileage Band</u>	<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
BASIC PAY PLAN			
0 - 431 +	\$0.145	0.145	\$0.145

PAYMENT REQUIREMENTS:

Basic Pay Plan - Payment is due within 20 days of invoice date.

- 5. Billing Formats:
 - (i) Hard Copy (Paper) \$ 3.95
 - (ii) Diskette \$25.00
 - (iii) Electronic \$ -0-
- 6. Calls are billed in six (6) second increments with a thirty (30) second minimum.

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SECTION 4 - RATES

SECTION 4 - DESCRIPTION OF SERVICES, RATES AND CHARGES (Continued)

4.1 Rates for Specific Services

4.1.15 "Rate Plan #5 - 800"

An 800 inbound service allowing the customer to be accessed via an 800 number terminating to the customer's switched access location. This service offers intrastate 800 provisioning to customers. This service is available only to commercial business customers with a monthly volume of \$500.00.

"Rate Plan #5 - 800" RATES

- 1. Activation Fee \$10.00
- 2. Monthly Access Charge: \$20.00
- 3. Installation Charge; one-time charge \$ -0-
- 4. Usage Rate:

<u>Mileage Band</u>	<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
BASIC PAY PLAN			
0 - 431 +	\$0.135	\$0.135	\$0.135

PAYMENT REQUIREMENTS:

Basic Pay Plan - Payment is due within 20 days of invoice date.

- 5. Billing Formats:
 - (i) Hard Copy (Paper) \$ 3.95
 - (ii) Diskette \$25.00
 - (iii) Electronic \$ -0-
- 6. Calls are billed in six (6) second increments with an eighteen (18) second minimum.

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SECTION 4 - RATES

SECTION 4 - DESCRIPTION OF SERVICES, RATES AND CHARGES (Continued)

4.1 Rates for Specific Services

4.1.16 "Rate Plan #6 - 800"

An 800 inbound service allowing the customer to be accessed via an 800 number terminating to the customer's switched access location. This service offers intrastate 800 provisioning to customers. This service is available only to commercial business customers with a monthly volume of \$1,000.00.

"Rate Plan #6 - 800" RATES

- 1. Activation Fee \$10.00
- 2. Monthly Access Charge: \$15.00
- 3. Installation Charge; one-time charge \$ -0-
- 4. Usage Rate:

<u>Mileage Band</u>	<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
BASIC PAY PLAN			
0 - 431 +	\$0.131	\$0.131	\$0.131

PAYMENT REQUIREMENTS:

Basic Pay Plan - Payment is due within 20 days of invoice date.

- 5. Billing Formats:
 - (i) Hard Copy (Paper) \$ 3.95
 - (ii) Diskette \$25.00
 - (iii) Electronic \$ -0-
- 6. Calls are billed in six (6) second increments with a thirty (30) second minimum.

SECTION 4 - RATES

SECTION 4 - DESCRIPTION OF SERVICES, RATES AND CHARGES (Continued)

4.1 Rates for Specific Services

4.1.17 "Rate Plan #1 - 800 Dedicated"

An 800 inbound service allowing the customer to be accessed via an 800 number terminating to the customer's dedicated access location. This service offers intrastate 800 provisioning to customers. This service is available only to commercial business customers using an On-Net or T-1 dedicated service. This service is for dedicated customers with a monthly volume of up to \$500.00. The customer is required to interface through the T-1 access facility.

"Rate Plan #1 - 800 Dedicated" RATES

1. Monthly Access Charge: \$50.00
2. Monthly Access Line Charge and Installation Charge:
A monthly access line charge and installation charge will be assessed on customers. The amount will vary depending on the customer's location relative to the point of presence ("POP") and LEC charges. Price quotes are available upon request.
3. Usage Rate:

<u>Mileage Band</u>	<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
BASIC PAY PLAN			
0 - 431 +	\$0.147	\$0.147	\$0.147

PAYMENT REQUIREMENTS:

Basic Pay Plan - Payment is due within 20 days of invoice date.

4. Billing Formats:
 - (i) Hard Copy (Paper) \$ 3.95
 - (ii) Diskette \$25.00
 - (iii) Electronic \$ -0-
5. Calls are billed in six (6) second increments with an eighteen (18) second minimum.

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SECTION 4 - RATES

SECTION 4 - DESCRIPTION OF SERVICES, RATES AND CHARGES (Continued)

4.1 Rates for Specific Services

4.1.18 "Rate Plan #2 - 800 Dedicated"

An 800 inbound service allowing the customer to be accessed via an 800 number terminating to the customer's dedicated access location. This service offers intrastate 800 provisioning to customers. This service is available only to commercial business customers using an On-Net or T-1 dedicated service. This service is for dedicated customers with a monthly volume of \$1,000.00. The customer is required to interface through the T-1 access facility.

"Rate Plan #2 - 800 Dedicated" RATES

1. Monthly Access Charge: \$50.00
2. Monthly Access Line Charge and Installation Charge:
A monthly access line charge and installation charge will be assessed on customers. The amount will vary depending on the customer's location relative to the point of presence ("POP") and LEC charges. Price quotes are available upon request.

3. Usage Rate:

<u>Mileage Band</u>	<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
BASIC PAY PLAN			
0 - 431 +	\$0.130	\$0.130	\$0.130

PAYMENT REQUIREMENTS:

Basic Pay Plan - Payment is due within 20 days of invoice date.

4. Billing Formats:
 - (i) Hard Copy (Paper) \$ 3.95
 - (ii) Diskette \$25.00
 - (iii) Electronic \$ -0-
5. Calls are billed in six (6) second increments with an eighteen (18) second minimum.

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SECTION 4 - RATES

SECTION 4 - DESCRIPTION OF SERVICES, RATES AND CHARGES (Continued)

4.1 Rates for Specific Services

4.1.1 "Rate Plan #3 - 800 Dedicated"

An 800 inbound service allowing the customer to be accessed via an 800 number terminating to the customer's dedicated access location. This service offers intrastate 800 provisioning to customers. This service is available only to commercial business customers using an On-Net or T-1 dedicated service. This service is for dedicated customers with a monthly volume of \$1,500.00. The customer is required to interface through the T-1 access facility.

"Rate Plan #3 - 800 Dedicated" RATES

- 1. Monthly Access Charge: \$50.00
- 2. Monthly Access Line Charge and Installation Charge:
A monthly access line charge and installation charge will be assessed on customers. The amount will vary depending on the customer's location relative to the point of presence ("POP") and LEC charges. Price quotes are available upon request.

3. Usage Rate:

<u>Mileage Band</u>	<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
BASIC PAY PLAN			
0 - 431 +	\$0.116	\$0.116	\$0.116

PAYMENT REQUIREMENTS:

Basic Pay Plan - Payment is due within 20 days of invoice date.

- 4. Billing Formats:
 - (i) Hard Copy (Paper) \$ 3.95
 - (ii) Diskette \$25.00
 - (iii) Electronic \$ -0-
- 5. Calls are billed in six (6) second increments with an eighteen (18) second minimum.

SECTION 4 - RATES

SECTION 4 - DESCRIPTION OF SERVICES, RATES AND CHARGES (Continued)

4.1 Rates for Specific Services

4.1.20 "Rate Plan #4 - 800 Dedicated"

An 800 inbound service allowing the customer to be accessed via an 800 number terminating to the customer's dedicated access location. This service offers intrastate 800 provisioning to customers. This service is available only to commercial business customers using an On-Net or T-1 dedicated service. This service is for dedicated customers with a monthly volume of \$5,000.00. The customer is required to interface through the T-1 access facility.

"Rate Plan #4 - 800 Dedicated" RATES

1. Monthly Access Charge: \$50.00
2. Monthly Access Line Charge and Installation Charge:
A monthly access line charge and installation charge will be assessed on customers. The amount will vary depending on the customer's location relative to the point of presence ("POP") and LEC charges. Price quotes are available upon request.

3. Usage Rate:			
<u>Mileage Band</u>	<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
BASIC PAY PLAN			
0 - 431 +	\$0.101	\$0.101	\$0.101

PAYMENT REQUIREMENTS:

Basic Pay Plan - Payment is due within 20 days of invoice date.

4. Billing Formats:
 - (i) Hard Copy (Paper) \$ 3.95
 - (ii) Diskette \$25.00
 - (iii) Electronic \$ -0-
5. Calls are billed in six (6) second increments with an eighteen (18) second minimum.

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Effective:

SECTION 4 - RATES

SECTION 4 - DESCRIPTION OF SERVICES, RATES AND CHARGES (Continued)

4.1 Rates for Specific Services

4.1 .21 "Rate Plan #5 - 800 Dedicated"

An 800 inbound service allowing the customer to be accessed via an 800 number terminating to the customer's dedicated access location. This service offers intrastate 800 provisioning to customers. This service is available only to commercial business customers using an On-Net or T-1 dedicated service. This service is for dedicated customers with a monthly volume of \$10,000.00 per month or more. The customer is required to interface through the T-1 access facility.

"Rate Plan #5 - 800 Dedicated" RATES

1. Monthly Access Charge: \$50.00
2. Monthly Access Line Charge and Installation Charge:
A monthly access line charge and installation charge will be assessed on customers. The amount will vary depending on the customer's location relative to the point of presence ("POP") and LEC charges. Price quotes are available upon request.

3. Usage Rate:

<u>Mileage Band</u>	<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
BASIC PAY PLAN			
0 - 431 +	\$0.094	\$0.094	\$0.04

PAYMENT REQUIREMENTS:

Basic Pay Plan - Payment is due within 20 days of invoice date.

4. Billing Formats:
 - (i) Hard Copy (Paper) \$ 3.95
 - (ii) Diskette \$25.00
 - (iii) Electronic \$ -0-
5. Calls are billed in six (6) second increments with an eighteen (18) second minimum.

SECTION 4 - RATES

SECTION 4 - DESCRIPTION OF SERVICES, RATES AND CHARGES (Continued)

4.1 Rates for Specific Services

4.1.22 "Rate Plan #1 - TRAVEL CARD SERVICE "

A Travel Card service originating when the subscriber dials 1+800-XXX-XXXX to access the Network, which is the number listed on the Travel Card, and their authorization code must also be entered. To complete the call, the subscriber must enter the destination telephone number. No minimum volume requirements.

"Rate Plan #1 - Travel Card" RATES

- | | | |
|----|---|-----------------------|
| 1. | Activation Fee: | \$ -0- |
| 2. | Monthly Access Charge: | \$ -0- |
| 3. | Usage Fee, per call: | Up to \$0.50 per card |
| 4. | Usage Rate: | \$0.25 |
| | | <u>Rate</u> |
| | (a) Day, Evening, Night/Weekend | \$.25 |
| 5. | Billing Formats:
Included with outbound service bill | |
| 6. | Calls are billed in one-minute increments. | |

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SECTION 4 - RATES

SECTION 4 - DESCRIPTION OF SERVICES, RATES AND CHARGES (Continued)

4.1 Rates for Specific Services

4.1.23 "Rate Plan #2 - TRAVEL CARD SERVICE "

A Travel Card service originating when the subscriber dials 1+800-XXX-XXXX to access the Network, which is the number listed on the Travel Card, and their authorization code must also be entered. To complete the call, the subscriber must enter the destination telephone number. Minimum monthly volume is \$50.00 in Travel Card calling.

"Rate Plan #2 - Travel Card" RATES

- | | | |
|----|---|-----------------------|
| 1. | Activation Fee: | \$ -0- |
| 2. | Monthly Access Charge: | \$ -0- |
| 3. | Usage Fee, per call: | Up to \$0.50 per card |
| 4. | Usage Rate: | <u>Rate</u> |
| | (a) Day, Evening, Night/Weekend | \$.230 |
| 5. | Billing Formats:
Included with outbound service bill | |
| 6. | Calls are billed in one-minute increment. | |

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SECTION 4 - RATES

SECTION 4 - DESCRIPTION OF SERVICES, RATES AND CHARGES (Continued)

4.1 Rates for Specific Services

4.1.24 "Rate Plan #3 - TRAVEL CARD SERVICE"

A Travel Card service originating when the subscriber dials 1+800-XXX-XXXX to access the Network, which is the number listed on the Travel Card, and their authorization code must also be entered. To complete the call, the subscriber must enter the destination telephone number. Minimum monthly volume is \$75.00 in Travel Card calling.

"Rate Plan #3 - Travel Card" RATES

- | | | |
|----|---|------------------------|
| 1. | Activation Fee: | \$ -0- |
| 2. | Monthly Access Charge: | \$ -0- |
| 3. | Usage Fee, per call: | Up to \$ 0.50 per card |
| 4. | Usage Rate: | |
| | | <u>Rate</u> |
| | (a) Day, Evening, Night/Weekend | \$0.210 |
| 5. | Billing Formats:
Included with outbound service bill | |
| 6. | Calls are billed in one-minute increments. | |

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Effective:

SECTION 4 - RATES**SECTION 4 - DESCRIPTION OF SERVICES, RATES AND CHARGES (Continued)****4.1 Rates for Specific Services****4.1.25 "Rate Plan #4 - TRAVEL CARD SERVICE"**

A Travel Card service originating when the subscriber dials 1+800-XXX-XXXX to access the Network, which is the number listed on the Travel Card, and their authorization code must also be entered. To complete the call, the subscriber must enter the destination telephone number. Minimum monthly volume is \$100.00 in Travel Card calling.

"Rate Plan #4 - Travel Card" RATES

- | | | |
|----|--|------------------------|
| 1. | Activation Fee: | \$ -0- |
| 2. | Monthly Access Charge: | \$ -0- |
| 3. | Usage Fee, per call: | Up to \$ 0.50 per card |
| 4. | Usage Rate: | <u>Rate</u> |
| | (a) Day, Evening, Night/Weekend | \$0.190 |
| 5. | Billing Formats: | |
| | Included with outbound service bill | |
| 6. | Calls are billed in one-minute increments. | |

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SECTION 4 - RATES

SECTION 4 - DESCRIPTION OF SERVICES, RATES AND CHARGES (Continued)

4.1 Rates for Specific Services

4.1.26 "Rate Plan #5 - TRAVEL CARD SERVICE"

A Travel Card service originating when the subscriber dials 1+800-XXX-XXXX to access the Network, which is the number listed on the Travel Card, and their authorization code must also be entered. To complete the call, the subscriber must enter the destination telephone number. Minimum monthly volume is \$125.00 in Travel Card calling.

"Rate Plan #5 - Travel Card" RATES

- | | | |
|----|---|------------------------|
| 1. | Activation Fee: | \$ -0- |
| 2. | Monthly Access Charge: | \$ -0- |
| 3. | Usage Fee, per call: | Up to \$ 0.50 per card |
| 4. | Usage Rate: | <u>Rate</u> |
| | (a) Day, Evening, Night/Weekend | \$0.170 |
| 5. | Billing Formats:
Included with outbound service bill | |
| 6. | Calls are billed in one-minute increments. | |

SECTION 4 - RATES

SECTION 4 - DESCRIPTION OF SERVICES, RATES AND CHARGES (Continued)

4.1 Rates for Specific Services

4.1.28 "Rate Plan #1 - DEBIT CARD SERVICE "

A Debit Card service originating when the subscriber dials local or toll free number to access the Network, which is the number listed on the Debit Card, and their authorization code must also be entered. To complete the call, the subscriber must enter the destination telephone number. The Debit Card is prepaid in advance by the user.

"Rate Plan #1 - Debit Card" RATES

- | | | |
|----|--|------------------------|
| 1. | Activation Fee: | \$ -0- |
| 2. | Monthly Access Charge: | \$ -0- |
| 3. | Usage Fee, per call: | Up to \$ 0.50 per card |
| 4. | Usage Rate: | |
| | (a) Day, Evening, Night/Weekend | <u>Rate</u>
\$.250 |
| 5. | Billing Formats: Prepaid | |
| 6. | Calls are billed in one-minute increments. | |

SECTION 4 - RATES**SECTION 4 - DESCRIPTION OF SERVICES, RATES AND CHARGES (Continued)****4.1 Rates for Specific Services****4.1.29 "Rate Plan #2 - DEBIT CARD SERVICE"**

A Debit Card service originating when the subscriber dials 1+800-XXX-XXXX to access the Network, which is the number listed on the Debit Card, and their authorization code must also be entered. To complete the call, the subscriber must enter the destination telephone number. The Debit Card is prepaid in advance by the user.

"Rate Plan #2 -Debit Card" RATES

- | | | |
|----|--|------------------------|
| 1. | Activation Fee: | \$ -0- |
| 2. | Monthly Access Charge: | \$ -0- |
| 3. | Usage Fee, per call: | Up to \$ 0.50 per card |
| 4. | Usage Rate: | |
| | (a) Day, Evening, Night/Weekend | <u>Rate</u>
\$.270 |
| 5. | Billing Formats: Prepaid | |
| 6. | Calls are billed in one-minute increments. | |

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Effective:

SECTION 4 - RATES**SECTION 4 - DESCRIPTION OF SERVICES, RATES AND CHARGES** (Continued)**4.1 Rates for Specific Services****4.1.30 "Rate Plan #3 - DEBIT CARD"**

A Debit Card service originating when the subscriber dials 1+800-XXX-XXXX to access the Network, which is the number listed on the Debit Card, and their authorization code must also be entered. To complete the call, the subscriber must enter the destination telephone number. The Debit Card is prepaid in advance by the user.

"Rate Plan #3 Debit Card" RATES

- | | | |
|----|--|------------------------|
| 1. | Activation Fee: | \$ -0- |
| 2. | Monthly Access Charge: | \$ -0- |
| 3. | Usage Fee, per call: | Up to \$ 0.50 per card |
| 4. | Usage Rate: | |
| | (a) Day, Evening, Night/Weekend | <u>Rate</u>
\$.290 |
| 5. | Billing Formats: Prepaid | |
| 6. | Calls are billed in one-minute increments. | |

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SECTION 4 - RATES

SECTION 4 - DESCRIPTION OF SERVICES, RATES AND CHARGES (Continued)

4.1 Rates for Specific Services

4.1.31 "Rate Plan #4 - DEBIT CARD SERVICE "

A Debit Card service originating when the subscriber dials 1+800-XXX-XXXX to access the Network, which is the number listed on the Debit Card, and their authorization code must also be entered. To complete the call, the subscriber must enter the destination telephone number. The Debit Card is prepaid in advance by the user.

"Rate Plan #4 Debit Card" RATES

- | | | |
|----|--|-----------------------|
| 1. | Activation Fee: | \$ -0- |
| 2. | Monthly Access Charge: | \$ -0- |
| 3. | Usage Fee, per call: | Up to \$ 0.50 |
| 4. | Usage Rate: | |
| | (a) Day, Evening, Night/Weekend | <u>Rate</u>
\$.300 |
| 5. | Billing Formats: Prepaid | |
| 6. | Calls are billed in one-minute increments. | |

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SECTION 4 - RATES**SECTION 4 - DESCRIPTION OF SERVICES, RATES AND CHARGES (Continued)****4.1 Rates for Specific Services****4.1.32 "Rate Plan #5 - DEBIT CARD SERVICE"**

A Debit Card service originating when the subscriber dials 1+800-XXX-XXXX to access the Network, which is the number listed on the Debit Card, and their authorization code must also be entered. To complete the call, the subscriber must enter the destination telephone number. The Debit Card is prepaid in advance by the user.

"DEBIT CARD SERVICE PLAN 5" RATES

- | | | |
|----|--|-----------------------|
| 1. | Activation Fee: | \$ -0- |
| 2. | Monthly Access Charge: | \$ -0- |
| 3. | Usage Fee, per call: | Up to \$ 0.50 |
| 4. | Usage Rate: | |
| | (a) Day, Evening, Night/Weekend | <u>Rate</u>
\$.330 |
| 5. | Billing Formats: Prepaid | |
| 6. | Calls are billed in one-minute increments. | |

SECTION 4 - RATES**SECTION 4 - DESCRIPTION OF SERVICES, RATES AND CHARGES (Continued)****4.2. Restoral of Services Charge**

- 4.2.1 If a subscriber is temporarily suspended from our service due to non-payment, service will be restored upon payment of all charges due.

A non-refundable \$10.00 fee will be assessed for every authorization code that is re-established due to non-payment.

4.3 Returned Check Charge

- 4.3.1 If a bank check received by Carrier is returned unpaid, a \$25.00 service charge will be assessed to the subscriber for handling costs.

4.4 Extra Copies of Bill

- 4.4.1 Duplicate copies of a subscriber's bill will be provided by Carrier for a charge of \$.75 per page plus postage.

4.5 Service Trip Charge

- 4.5.1 If an on-premise visit by the Carrier is required for trouble or service difficulties not resultant from Carrier's provided equipment, a Service Trip Charge of \$60.00 may be assessed to the subscriber for the visit by the Carrier and reasonable hourly charges by the technician.

4.6 Exemptions and Special Rates**4.6.1 Discounts for Hearing Impaired Customers**

Intrastate toll message rates for TDD users, which is communicated using a telecommunications device for the deaf (TDD) by properly certified business establishments or individuals equipped with TDD's for communication with hearing or speech impaired persons, shall be evening rates for daytime calls and night rates for evening and night calls. These discounts shall be offered by all interexchange carriers and LEC's.

4.7 Special Promotional Offerings

- 4.7.1 Offerings or Trial Service Offerings limited to certain dates,

times or locations designed to attract new subscriber or increase subscriber usage when approved by Commission. Company will not have special promotional offerings for more than 90 days in any 12 months period. In all such cases, the rates charged will not exceed those specified in Section 4 hereof.

4.8 Emergency Calls

- 4.8.1 Customer shall configure its PBX or other switch vehicle from which a customer places a call so that 911 emergency calls, where available, and similar emergency calls will be automatically routed to the emergency answering point for the geographical location where the call originated without the intervention of Company.

4.9 Payphone Use Service Charge

- 4.9.1 A Payphone Use Service Charge applies to each completed interLATA and intraLATA non-sent paid message made over a pay phone owned by a utility or Customer Owned Pay Telephone (COPT) Service. This includes calling card service, collect calls, calls billed to a third number, completed calls to Directory Assistance and Prepaid Card Service calls. This charge is collected on behalf of the pay phone owner. All Customer will pay the Company a per call service charge of \$0.30.

4.10 Universal Connectivity Charge

- 4.10.1 Service provided pursuant to this tariff are subject to an undiscountable monthly Universal Connectivity Charge. This monthly service charge is equal to 4.9% of the Customer's total net intrastate, interstate and international charges, after application of all applicable discounts and credits.

- 4.10.1.A. The Company will waive the universal Connectivity Charge with respect to specifically identified Company charges to the extent that the Customer demonstrates to the Company's reasonable satisfaction that:

the Customer has filed a Universal Service Worksheet with the Universal Service Administrator covering the twelfth month prior to the month for which the Customer seek the waiver;

the charges with respect to which the waiver is

sought are for services purchased by Customer for resale; and

the Customer will file a Universal Service Worksheet with the Universal Service Administrator in which the reported billed revenues will include all billed revenues associate with the Customer's resale of services purchased from the Company.

- 4.10.1.B. The Universal Connectivity Charge will not be waived with respect to:

charges for services purchased by the Customer for its own use as an end user; or charges for which the bill date is on, prior to, or within fifteen days after, the date on which the Customer applies for a waiver with respect to those charges.

4.11 Carrier Line Charges

- 4.11.1 Customer of the Company's outbound service contained in this Tariff are subject to an undiscountable Carrier Line Charge. The Carrier Line Charge is a per line (local exchange carrier provided switched access line) monthly charge. The Carrier

Line Charge is as follows:

Monthly per Line Charge

Single Line Residential	\$0.53
Single line Business	\$0.53
Multi-Line Residential	\$1.50
Multi-Line Business	\$2.75