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April 11, 1996

VIA FEDERAL EXPRESS

Florida Public Service Commission
Division of Communications
Certification and Compliance Section
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0866



Application for Authority to Provide
Alternative Local Exchange Service
Re: Datacomm International Company, Ltd.

96-0476-FF
TX

Dear Mr.

On behalf of Datacomm International Company, Ltd. ("Datacomm"), we hereby transmit for filing an original and six copies of Datacomm's application for Authority to provide alternative local exchange services. We also enclose a check in the amount of \$250.00 to cover the requisite filing fee.

Please date-stamp the "Receipt" copy of this filing and return it in the enclosed, self-addressed, stamped envelope. Please refer all questions and correspondence regarding this filing directly to the undersigned.

Very truly yours,

Glenn S. Richards
Counsel for Pennsylvania Alternative
Communications, Inc.

REG OTHER 6751000L F12

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward a copy of check to C-IR with proof of deposit.

Initials of person who forwarded check:
A.G.

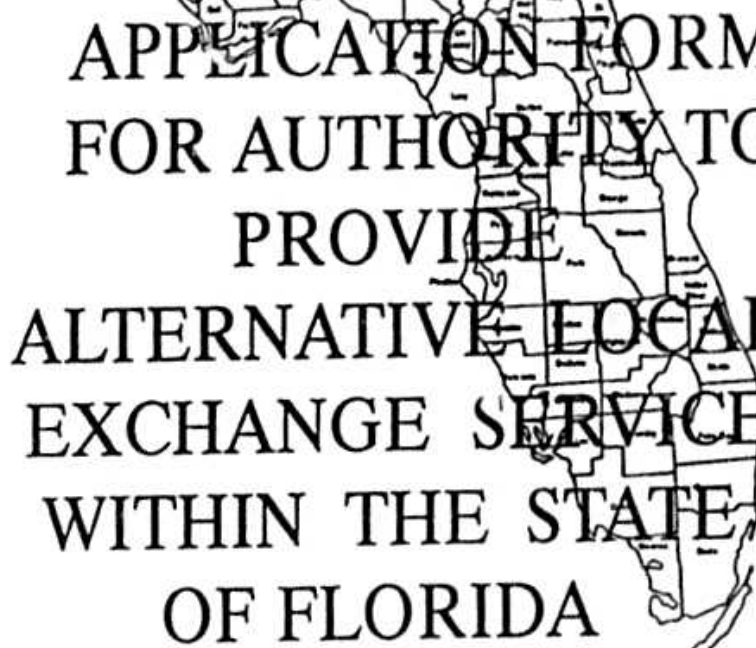
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EPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

04239 APR 12 96

FPSC-RECORDS/REPORTING



APPLICATION FORM
FOR AUTHORITY TO
PROVIDE
ALTERNATIVE LOCAL
EXCHANGE SERVICE
WITHIN THE STATE
OF FLORIDA

DOCUMENT NUMBER-DATE

01239 APR 12 9

FPSC-RECORDS/REPORTING

**FLORIDA PUBLIC SERVICE COMMISSION
CAPITAL CIRCLE OFFICE CENTER - 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850**

**APPLICATION FORM
for**

**AUTHORITY TO PROVIDE ALTERNATIVE LOCAL EXCHANGE SERVICE
WITHIN THE STATE OF FLORIDA**

INSTRUCTIONS

1. This form is used for an original application for a certificate and for approval of sale, assignment or transfer of an existing alternative local exchange certificate. In case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee.
2. Respond to each item requested in the application and appendices. If an item is not applicable, please explain why.
3. Use a separate sheet for each answer which will not fit the allotted space.
4. If you have questions about completing the form, contact:

**Florida Public Service Commission
Division of Communications, Certification & Compliance Section
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0866
(904) 413-6600**

5. Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of \$250 made payable to the Florida Public Service Commission at the above address.

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

Original authority (new company)

Approval of transfer (to another certificated company)
Example, a certificated company purchases an existing company and desires to retain the original certificate authority.

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

Approval for transfer of control (to another certificated company)
Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of applicant:

Datacomm International Company, Ltd.

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

2 South Biscayne Blvd., Suite 3390
Miami, FL 33131
(305) 375-8486

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

2 South Biscayne Blvd., Suite 3390
Miami, FL 33131
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C. Physical address of alternative local exchange service in Florida including street name, number, post office box, city, zip code and phone number.

2 South Biscayne Blvd., Suite 3390
Miami, FL 33131
(305) 375-8486

4. Structure of organization:

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

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

Corporate charter number: 557406

See Attachment A

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

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

Fictitious name registration number: _____

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

N/A

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

No

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

Anthony Harper, President (305) 375-8486 (T)
Datacomm International Company Ltd. (305) 380-6333 (F)
2 South Biscayne Blvd., Suite 3390 Internet
Miami, FL 33131 4758734@mcimail.com

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

None

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

No

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

No

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

Write or call the company directly. The matter will be handled promptly.

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

A. Financial capability. See Attachment B

Regarding the showing of financial capability, the following applies:

The application should contain the applicant's financial statements, including:

1. the balance sheet
2. income statement
3. statement of retained earnings for the most recent 3 years.

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

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

B. Managerial capability.

See Attachment C

C. Technical capability.

As shown in Attachment C, Mr. Harper, DCI President and CEO, has the necessary experience to handle any technical issues that may arise concerning the Company's provision of ALEC services.

AFFIDAVIT

I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the State of Florida. I am a resident of the State of Florida and am qualified to give evidence in the best of my knowledge and belief. I am not a party to the proceedings in which this affidavit is being used and I am not a witness in the same. I am not a member of the Florida Bar and I am not a member of the Florida State Bar. I am not a member of the Florida State Bar and I am not a member of the Florida State Bar. I am not a member of the Florida State Bar and I am not a member of the Florida State Bar.

Further, I am aware that pursuant to Chapter 28, 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 the misdemeanor of false information punishable as provided in Sections 28.01 and Sections 28.02.

Signature

4/10/96
Date

PRESIDENT

305 315 8486
Telephone Number

2 SOUTH BISCAYNE Blvd
SUITE 3390
MIAMI FLORIDA 33131

DATA COMM INTERNATIONAL CO. LTD.

ATTACHMENT A

CERTIFICATE OF INCORPORATION

State of Florida



Department of State

I certify from the records of this office that DATACOMM INTERNATIONAL COMPANY LIMITED is a corporation organized under the laws of the State of Florida, filed on June 5, 1991.

The document number of this corporation is S57406.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1993, that its most recent annual report was filed on May 1, 1993, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
First day of September, 1993



CR2EO22 (2-91)

Jim Smith
Secretary of State

ATTACHMENT B

FINANCIAL STATEMENT

DAIRCOMM INTERNATIONAL CO. LTD.
FINANCIAL STATEMENT

Page 1 of 2

1992

ASSETS

Cash		17,225
Accounts Receivable		10,249
Other Assets	25,662	
Less Accumulated Depreciation	(7,649)	18,013
Intangible Assets	702	
Less Accumulated Depreciation	222	480
Total Assets		<u>45,967</u>

LIABILITIES

Accounts Payable		54,095
Retained Earnings		(8,128)
Total Liabilities and Stockholder's Equity		<u>45,967</u>

INCOME STATEMENT

Gross Receipts		193,507
Cost of Goods		146,677
Expenses and Compensations		42,409
Net Income (Loss)		<u>4,421</u>

1993

ASSETS

Cash		17,266
Accounts Receivable		8,625
Other Assets		24,556
Less Accumulated Depreciation	N/A	
Intangible Assets	702	
Less Accumulated Depreciation	361	341
Total Assets		<u>50,788</u>

LIABILITIES

Accounts Payable		29,558
Retained Earnings		21,230
Total Liabilities and Stockholder's Equity		<u>50,788</u>

DATACOMM INTERNATIONAL CO. LTD.
FINANCIAL STATEMENT

Page 2 of 2

INCOME STATEMENT

Gross Receipts	422,924
Cost of Goods	271,771
Expenses and Compensations	121,795
Net Income (Loss)	<u>29,358</u>

1994

ASSETS

Cash		38,705
Accounts Receivable		57,595
Other Assets	47,844	
Less Accumulated Depreciation	(19,495)	28,349
Intangible Assets	702	
Less Accumulated Depreciation	501	201
Total Assets		<u>124,850</u>

LIABILITIES

Accounts Payable	77,821
Retained Earnings	47,029
Total Liabilities and Stockholder's Equity	<u>124,850</u>

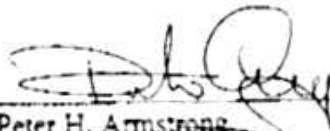
INCOME STATEMENT

Gross Receipts	466,312
Cost of Goods	274,246
Expenses and Compensations	166,267
Net Income (Loss)	<u>25,799</u>

OFFICE OF THE ATTORNEY GENERAL
384 F01 APR 11 1996 04:20

CERTIFICATION OF PETER H. ARMSTRONG

I, Peter H. Armstrong, Vice President and Chief Financial Officer of Datacomm International Co., Ltd., the applicant herein, do hereby certify under the penalty of perjury that the attached financial statements of Datacomm International Co., Ltd. are correct to the best of my information, knowledge, and belief.



Peter H. Armstrong
Chief Financial Officer
Datacomm International Co., Ltd.

Date: 10th APRIL 1996

ATTACHMENT C

MANAGERIAL CAPABILITY

Anthony Harper - President & CEO

Mr. Harper has been actively involved in engineering research and development in the telecommunications industry since 1976. He was the cofounder and partner of Network 1, Florida's second licensed interexchange carrier. Since 1992, Mr. Harper has been president of Datacomm International Co. Ltd. which is licensed by the FCC to provide domestic and international telecommunications services, and intrastate services in Florida, New York and Massachusetts.

Peter H. Armstrong - Vice President, Company Secretary & CFO

Mr. Armstrong has been actively involved in international banking and foreign exchange trade since 1969. Mr. Armstrong joined Intermex International Bank Limited, Nassau, Bahamas in 1979 and was responsible for the funding requirements of the bank. Since 1992, Mr. Armstrong has been CFO and Vice President Datacomm International Co. Ltd., and is responsible for the company's business in foreign markets.

Rivers Demby - Vice President, Marketing

Mr. Demby has been marketing telecommunications services since 1960. He has held positions with AT&T and Bell South. In 1996, Mr. Demby joined and will lead Datacomm International Co. Ltd.'s marketing efforts in implementing new cutting-edge technologies.

TITLE SHEET

FLORIDA TELECOMMUNICATIONS PRICE LIST

This Price List contains the descriptions, regulations and rates applicable to the furnishing of service and facilities for telecommunications services provided by Datacomm International Company LTD (hereinafter DCI or Carrier) with principal offices at 2 South Biscayne Boulevard, Suite 3390, Miami, Florida 33131. This Price List applies for services furnished within the state of Florida. This Price List is on file with the Florida Public Service Commission, and copies may be inspected there, during normal business hours, or at DCI's principal place of business.

Issued:

Effective:

By:
Anthony Harper - President
Datacomm International Company LTD.
2 South Biscayne Boulevard
Suite #3390
Miami, Florida 33131
Tel. (305) 375-8486

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CHECK SHEET

Sheets of this Price List are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original Price List that are currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	<u>NUMBER OF REVISION</u> <u>(except as indicated)</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original

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EXPLANATION OF SYMBOLS

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

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

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PRICE LIST FORMAT

A. **Sheet Numbering** - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Price List. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between Sheets 14 and 15 would be 14.1.

B. **Sheet Revision Numbers** - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the FL-PSC. For example, the 4th revised Sheet 14 cancels the third revised Sheet 14. Because of various suspension periods, deferrals, etc. the FL-PSC follows in their Price List approval process, the most current sheet number on file with the Commission is not always the Price List page in effect. Consult the Check Sheet for the sheet currently in effect.

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

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

D. **Check Sheets** - When a Price List filing is made with the FL-PSC, an updated check sheet accompanies the Price List filing. The check sheet lists the sheets contained in the Price List, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The Price List user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the FL-PSC.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

1.1 DEFINITIONS

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

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

Business Customer - A customer whose use of service is primarily or substantially of a professional, business, institutional, occupational or other commercial nature.

Carrier - Datacomm International Company LTD. (DCI), unless the context indicates otherwise.

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

Customer Provided Equipment - Terminal equipment, as defined herein, provided by a customer.

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

EL-PSC - Florida Public Service Commission.

Holiday - The Carrier's recognized Holidays as New Year's Day (January 1), Independence Day (July 4), Labor Day, Memorial Day, Thanksgiving Day, Christmas Day (December 25), Martin Luther King Day and President's Day.

LATA (Local Access and Transport Area) - A group of telephone exchanges within which FCC rules allow local exchange carriers to carry toll telephone calls.

MTS - Message Telecommunications Service

Off-Peak - From 5:00 p.m. up to but not including 9:00 a.m. local time, Monday through Friday; from 5 p.m. on Friday up to but not including 9:00 a.m. on Monday; and, all day during Holidays.

Peak - From 9:00 a.m. up to but not including 5:00 p.m. local time, Monday through Friday.

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Premises - The space designated by a customer as its place or places of business for termination of service (whether for its own communications needs or for its resale customers). In the case of a non-profit sharing group, this term includes space at each sharer's place or places of as well as space at the customer place of business.

Residential Customer - A customer whose use of service is primarily of a domestic nature.

Service or Services - The services covered by this Price List shall include only the State of Florida.

Terminal Equipment - Telecommunications devices, apparatus, and their associated wiring, such as teleprinters, telephone and data sets.

WATS - Wide Area Telephone Service.

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SECTION 2 - RULES AND REGULATIONS

2.1 UNDERTAKING OF DCI

DCI is providing alternative local exchange carrier communications services, to customers for their direct transmission and reception of voice, data and other types of telecommunications. Service is available on a full-time basis, twenty-four hours per day, seven days per week, throughout the State of Florida.

2.2 LIMITATIONS OF SERVICE

2.2.1 The Carrier offers service to all those who desire to purchase service from the Carrier consistent with all provisions of this Price List. Customers or subscribers interested in the Carrier's services shall file a service application with the Carrier which fully satisfies the customer and identifies the services required.

2.2.2 Service is offered subject to the availability of the necessary facility and/or equipment and subject to the provisions of this Price List. Carrier reserves the right not to provide service to or from a location where the necessary facilities or equipment are not available.

2.2.3 Carrier reserves the right to discontinue furnishing service, upon a written notice, when necessitated by conditions beyond its control, or when the customer is using the service in violation of any provision in this Price List, the rules and regulations of the Public Service Commission of Florida or in violation of the law.

2.2.4 Title to all facilities provided by the Carrier under these regulations remains with the Carrier. Prior written permission from the Carrier is required before any assignment or transfer. All regulations and conditions contained in this Price List shall apply to all such permitted assignees or transferees, as well as all conditions for service.

2.3 USE OF SERVICE

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

2.3.1 Minimum Service Period

The minimum period of service is one month (30 days), unless otherwise stated in this Price List.

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2.4 LIABILITY

2.4.1 The liability of the Carrier for any claim or loss, expense or damage (including indirect, special or consequential damages) for any interruption, delay, error, omission, or defect in any service, facility of transmission provided under the Price List shall not exceed an amount equivalent to the proportionate charge to the customer for the period of service or the facility provided during which such interruption, delay, error, omission or defect occurs. For the purpose of computing this amount, a month is considered to have thirty (30) days.

2.4.2 Carrier shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damages) for any interruption, delay, error, omission or other defect in service, facility, or transmission provided under this Price List, if caused by any person or entity other than Carrier, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond Carrier's direct control.

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

A. defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or 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 Price List, or

B. for connecting, combining or adapting Carrier's facilities with customer's apparatus or systems, or

C. for any act of omission by the customer, or

D. for any personal injury or death of any person or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Carrier, if not caused by gross negligence of the Carrier.

2.4.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Carrier.

2.4.5 CARRIER MAKES NO WARRANTY REGARDING THE PROVISION OF SERVICE PURSUANT TO THIS Price List, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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2.5 INTERRUPTION OF SERVICE

2.5.1 Credit allowance for interruption of service which are not due to the negligence of Customer or to the failure of channels, equipment and/or communications systems provided by the Customer and other carrier, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by customer. Before giving such notice, the customer shall ascertain that the trouble is not being caused by action or omission of the customer within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's terminal.

2.6 RESPONSIBILITY OF THE CUSTOMER

2.6.1 All customers assume general responsibilities in connection with the provisions and use of DCI's service. When facilities, equipment, and/or communications systems provided by others are connected to DCI's facilities, Customer assumes additional responsibilities. All customers are responsible for the following:

A. Customer is responsible for placing orders for service, paying all charges for service rendered by DCI and complying with all of DCI's regulations governing the service. Customer is also responsible for assuring that its users comply with regulations.

B. When placing an order for service, Customer must provide:

1. The name(s) and address(es) of the person(s) responsible for the payment of service charges.
2. The name(s), telephone number(s), and address(es) of the customer contact person(s).

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C. Customer must pay DCI for the replacement or repair of DCI's equipment when the damage results from:

1. The negligence or willful act of Customer or user.
2. Improper use of service.
3. Any use of equipment or service provided by others.

2.6.2 Availability of Service for Maintenance, Testing, and Adjustment

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

2.6.3 Credit Allowances

Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for, by DCI.

A. Credit allowances for failure of service or equipment starts when Customer notifies DCI of the failure or when DCI becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.

B. Customer shall notify DCI of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by customer provided facilities, any act, or omission of the Customer, or in wiring or equipment connected to the terminal.

C. Only those portions of the service or equipment disabled will be credited. No credit allowances will be made for:

1. Interruptions of service resulting from DCI performing routine maintenance;
2. Interruptions of service for implementation of a Customer order for a change in the service;

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3. Interruptions caused by negligence of Customer or his authorized user;
4. Interruptions of service because of the failure of service or equipment due to customer or authorized user-provided facilities.

2.6.4 Cancellation by Customer

A. Customer may cancel service any time after meeting the minimum service period. Termination charges will apply if customer cancels prior to the expiration of a one-year or multi-year service agreement. Such termination charge will be equal to one month's usage as projected in the Carrier's Proposal for Service, or the actual average monthly usage to date, whichever is higher, plus the monthly account charge for the remainder of the contract period.

B. Customer orders service requiring special facilities dedicated to the customer's use and then cancels the order before the service begins, before completion of the minimum service period, or before completion of some other period mutually agreed upon by Customer and Carrier, a charge will be made to Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of Customer by Carrier and not fully reimbursed by installation and monthly charges. 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 borne by Customer. Such charge will be determined on a case by case basis.

2.6.5 Payment and Charges for Service

A. Charges for service are applied on recurring and non-recurring basis. Service is billed on a monthly basis. Payment is due upon receipt. Service continues to be provided until cancelled by Customer or by the Carrier in accordance with provisions of this Price List.

B. Payment will be due upon receipt of the statement. A nonrecurring 1.5 percent per month penalty fee will accrue upon any unpaid amount commencing thirty days after rendition of the bill.

1. The customer is responsible for payment of all charges for service furnished to the customer. The initial billing may include the account set-up charge where applicable. Charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and non-recurring charges for services ordered will be billed monthly in advance.
2. Service may be denied or discontinued at DCI's discretion, for non-payment of amounts due to DCI, past the due date. Restoration of service will be subject to all applicable installation charges.

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By:
Anthony Harper - President
Datacomm International Company LTD.
2 South Biscayne Boulevard
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Miami, Florida 33131
Tel. (305) 375-8486

2.6.6 Application of Charges

The charge for service are those in effect for the period that service is furnished. If the charge for a period covered by a bill change after the bill has been rendered, the bill will be adjusted to reflect the new charges.

2.6.7 Deposits

The Carrier does not require a deposit from Customer.

2.6.8 Bad Check Charge

Carrier will bill Customer a one-time charge of twenty dollars (\$20.00) or 5% of the amount of the check, whichever is greater, if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

2.7 ADVANCE PAYMENTS

For customers from whom Carrier feels an advance payment is necessary, DCI reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.

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2.8 RESPONSIBILITY OF CARRIER

2.8.1 Calculation of Credit Allowance

Pursuant to limitations set forth in Section 2.5, when service is interrupted the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than two hours.
- B. Customer shall be credited for an interruption of two hours or more for as long as the interruption continues.
- C. When a minimum usage charge is applicable and Customer fails to meet the minimum usage charge because of a service interruption, a credit shall be applied against that minimum usage charge in the following manner. For each period of two hours that the interruption continues the credit shall equal 1/360th of the monthly minimum charge. Note: in this instance a fractional period of more than one hour shall be treated as a two hour period.
- D. Any objections to billed charges shall be promptly reported to the Carrier. Adjustments to Customer's bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that adjustment may otherwise be appropriate.

2.8.2 Cancellation of Credit

Where DCI cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to Customer or applied against the balance remaining on Customer's account.

2.8.3 Disconnection of Service by Carrier

Carrier may discontinue service or cancel an application for service without incurring any liability for any of the following reasons or for reasons as outlined in Commission Rule 103-625 "Reasons for Denial or Discontinue of Service":

- A. After five days written notice, for non-payment of any sum due to Carrier for service for more than thirty days beyond the date of rendition of the bill for such service;

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B. Without notice, in the event of a violation of any regulation governing the service under this Price List;

C. Without notice, in the event of a violation of any law, rule, or regulation of any government authority having jurisdiction over the service; or

D. Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

E. In the event of excessive call attempts or fraudulent use of Carrier's network, Carrier will discontinue service and/or seek legal recourse to recover all costs involved in enforcement of this provision.

2.8.4 Fractional Charges

Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period after service is furnished. Divide that number of days by thirty days (billing period). The result is then multiplied by the applicable monthly service charge to arrive at the appropriate fractional monthly service charge.

2.9 RESTORATION OF SERVICE

The use and restoration of service in emergencies shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.10 TAXES

Customer will be billed and is responsible for payment of applicable local, state, and federal taxes assessed in conjunction with service used.

2.11 TIMING OF CALLS

Chargeable time begins when two way communications is possible between the Customer and the calling or called station, and the call ends when either station "hangs up." Chargeable time ends when the network connection is released by automatic timing equipment in the telecommunications network. There will be no billing for uncompleted calls.

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2.12 START OF BILLING

For billing purposes, the start of service is the day following acceptance by the customer of Carrier's service or equipment. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by Carrier of notification of cancellation as described in Section 2 of this Price List.

2.13 INTERCONNECTION

2.13.1 Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitation 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 customer's expense.

2.13.2 Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' Price Lists. The customer is responsible for taking all necessary legal steps for interconnecting his or her customer provided terminal equipment of communications systems with Carriers' facilities. Customers shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.

2.14 MILEAGE MEASUREMENT

The distance between the customer's end office and destination point is calculated by using the "V" and "H" coordinates of AT&T FCC Price List No. 9 in the following manner:

- 2.14.1 Obtain the V and H coordinates for the customer's end office and the destination point.
- 2.14.2 Obtain the difference between the V coordinates of each of the areas. Obtain the difference between the H coordinates of each of the areas.
- 2.14.3 Square the differences obtained in Step 2.14.2.
- 2.14.4 Add the square of the V difference and the H difference obtained in Step 2.14.3.
- 2.14.5 Divide the sum of squares obtained in Step 2.14.4 by ten (10). Round to the next whole number if any fraction is obtained.
- 2.14.6 Obtain the square root of the whole number obtained in Step 2.14.5. Round to the next whole number if any fraction is obtained. This is the distance between the areas.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 DESCRIPTION OF PROPOSED SERVICES

3.1.1 Digital Dial Tone Service - Digital Dial Tone Service provides the Customer with connection to the public switched telephone network for the transmission and receipt of local and long distance telecommunication services. Customers are provided free local calling in an area up to 35 miles (computed using "V" and "H" coordinates, see Section 2.14 above).

3.1.2 Special Services - For the purpose of this Price List, a Special Service is deemed to be any service requested by the customer for which there is no prescribed rate in this Price List. Special Service charges will be developed on an individual case basis and filed in this Price List.

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SECTION 4 - RATES AND CHARGES**4.1 Digital Dial Tone Service**

- 4.1.1 Monthly charge \$ 19.00 per line
- 4.1.2 One time non-recurring charges
- a. Order processing \$ 8.00
 - b. Installation \$ 25.00

4.2 SPECIAL RATES**4.2.1 Discounts for Hearing Impaired Customers**

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

4.2.2 Operator Assistance for Handicapped Persons

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

4.2.3 Directory Assistance for Handicapped Persons

There is no charge for Directory Assistance for calls from handicapped persons. Such persons must contact the Company for credit on their directory assistance calls.

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ORIGINAL

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TELEPHONE (202) 659-3494

2149
4/11/96
FACSIMILE
(202) 296-6518

GLENN S. RICHARDS
(202) 775-5678

April 11, 1996

VIA FEDERAL EXPRESS

Florida Public Service Commission
Division of Communications
Certification and Compliance Section
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0866

D.B. 293
4/11/96

Application for Authority to Provide
Alternative Local Exchange Service
Re: Datacomm International Company, Ltd.

Dear Mr.

On behalf of Datacomm International Company, Ltd. ("Datacomm"), we hereby transmit for filing an original and six copies of Datacomm's application for Authority to provide alternative local exchange services. We also enclose a check in the amount of \$250.00 to cover the requisite filing fee.

RECEIVED
APR 11 14 1996
POSTAL SERVICE
FBI

Please date-stamp the "Receipt" copy of this filing and return it in the enclosed, self-addressed stamped envelope. Please refer all questions and correspondence regarding this filing directly to the undersigned.

Very truly yours,

[Handwritten signature]

DATACOMM INTERNATIONAL COMPANY LIMITED
2 S. BISCAYNE BLVD. SUITE 3390
MIAMI, FL 33131

2149

4-10-96

PAID TO THE ORDER OF

Florida Public Service Comm. \$250.00

Two hundred fifty

DOLLARS



827-613
12700 N.W. 86TH Street
Miami, Florida 33186

[Handwritten signature]

FOR

ORIGINAL

FISHER WAYLAND COOPER LEADER & ZARAGOZA L.L.P.
2001 PENNSYLVANIA AVENUE, N.W.
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3637

April 11, 1996

VIA FEDERAL EXPRESS

Florida Public Service Commission
Division of Communications
Certification and Compliance Section
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0866

DA 293
4/15/96

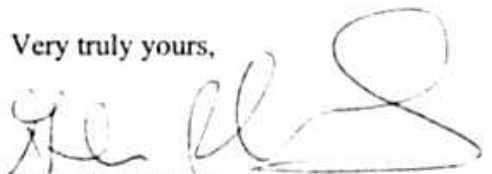
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RECEIVED
APR 12 11 14 AM '96
PENNSYLVANIA
ALTERNATIVE LOCAL EXCHANGE

Very truly yours,

Glenn S. Richards
Counsel for Pennsylvania Alternative
Communications, Inc.