

# Visiology, Inc.

Todd H. Lowe (205) 330-1701  
Barbara L. Lowe (205) 330-1702  
Bobbi Ferguson (205) 330-1703  
FAX (205) 330-1705

February 19, 1998

Mr. Walter D'Haeseleer  
Florida Public Service Commission  
Division of Records and Reporting  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399

990196-TI

RE: Joint Application of Speer Communications Virtual Media, Inc., Speer Virtual Media, Ltd., and Precision Systems, Inc. For Corporate Reorganization and Restructuring

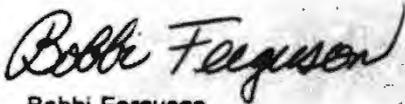
Dear Mr. D'Haeseleer:

Pursuant to Section 25-24.473 and 25-9.044 of Chapter 25 of the Rules of the Florida Public Service Commission ("Commission") we've enclosed the original and twelve (12) copies of the Joint Application of Speer Virtual Media, Ltd., Speer Communications Virtual Media, Inc. and Precision Systems, Inc. for an order granting:

1. the transfer of the Certificate of Public Convenience and Necessity ("Certificate") for authority to provide interexchange telecommunications service within the state of Florida from Speer Virtual Media, Ltd. to Speer Communications Virtual Media, Inc.
2. the transfer of control of Speer Communications Virtual Media, Inc. to Precision Systems, Inc. as part of an agreement between the Speer companies and Precision Systems, Inc.
3. adoption of the tariff of Speer Virtual Media, Ltd. by Speer Communications Virtual Media, Inc.

If there are any questions regarding this Joint Application, please contact the undersigned at (205) 330-1703. A check to cover the filing fee of \$250 is enclosed. So that our records will be complete, I would appreciate it if you would please date-stamp the extra copy of this transmittal letter and mail it to me in the envelope provided. Thank you for your assistance in this matter.

Sincerely,



Bobbi Ferguson  
Consultant to  
Speer Virtual Media, Ltd.  
Speer Communications Virtual Media, Inc.  
Precision Systems, Inc.

Check received with filing and forwarded to Fiscal for deposit.  
Fiscal to return a copy of check to FAX with proof of deposit.

Initials of person who forwarded check:



Enclosures

16081 Carmel Bay Drive • Northport, Alabama 35475

DOCUMENT NUMBER-DATE

02276 FEB 22 88

FPSC-RECORDS/REPORTING

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

**DIVISION OF COMMUNICATIONS BUREAU OF SERVICE EVALUATION**

**APPLICATION FORM**

**for AUTHORITY TO PROVIDE  
INTEREXCHANGE TELECOMMUNICATIONS SERVICE  
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 Communications  
Bureau of Certification and Evaluation  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850  
(850) 413-6600**

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

( ) Original certificate (new company).

( ) Approval of transfer of existing certificate:

Example, a certificated company purchases an existing certificated company and desires to retain the authority of both certificates.

(✓) Approval of assignment of existing certificate:

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 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:

Speer Communications Virtual Media, Inc

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

Speer Communications Virtual Media, Inc

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

3201 Dickerson Pike

Nashville, Tennessee 37207

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

None

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

- Facilities-based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
- Operator Service Provider** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- Reseller** - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
- Switchless Rebiller** - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
- Multi-Location Discount Aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers, then offers resold service by enrolling unaffiliated customers.
- Prepaid Debit Card Provider** - any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

7. Structure of organization;

- |   |  |
|---|--|
| <input type="checkbox"/> Individual                     | <input type="checkbox"/> Corporation         |
| <input checked="" type="checkbox"/> Foreign Corporation | <input type="checkbox"/> Foreign Partnership |
| <input type="checkbox"/> General Partnership            | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Other _____                    |  |

8. If individual, provide:

Name: \_\_\_\_\_

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

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:  
E98000005850

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: N/A

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

(a) The Florida Secretary of State registration number: N/A

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

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. N/A

(a) The Florida registration number: \_\_\_\_\_

15 Provide **FEID Number**(if applicable): 62-1753920 \_\_\_\_\_

16. Provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services?  
(X) 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?

\_\_\_\_\_  
\_\_\_\_\_

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

(a) The application

Name: Bobbi Ferguson

Title: Sr. Consultant, Visiology, Inc.

Address: 16061 Carmel Bay Drive

City/State/Zip: Northport, AL 35475

Telephone No.: (205) 330-1703 Fax No.: (205) 330-1705

Internet E-Mail Address: toddlowe@visiology.com

Internet Website Address: www.visiology.com

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

Name: Lee Provost

Title: President

Address: 3201 Dickerson Pike

City/State/Zip: Nashville, Tennessee 37207

Telephone No.: (615) 650-6600 Fax No.: (615) 650-6292

Internet E-Mail Address: \_\_\_\_\_

Internet Website Address: \_\_\_\_\_

(c) Complaints/Inquiries from customers:

Name: See (b) above

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

Address: \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_ **Fax No.:** \_\_\_\_\_

**Internet E-Mail Address:** \_\_\_\_\_

**Internet Website Address:** \_\_\_\_\_

18. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.  
None

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

Speer Communications Virtual Media, Inc. ("SCVM") is currently in the process of filing in all fifty states for either certification as a switched based reseller or for transfer of the certificate of its parent company, Speer Virtual Media, Ltd. to SCVM and for transfer of control of SCVM to PSI where required.

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

SCVM has been granted certification or registered in Idaho, Iowa, Massachusetts, Montana, New Hampshire, New Jersey, Oregon, Rhode Island, Texas, Utah, Virginia, Wisconsin, and Wyoming.

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

No.

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

N/A

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

N/A

19. 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.

SVM is a wholly owned subsidiary of Speer Virtual Media, Ltd. which is a certificated interexchange carrier.

20. The applicant will provide the following interexchange carrier services 1 (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

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

See ATTACHMENT D

22. 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.

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.

See Attachment A

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

See Attachment B

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.

See Attachment C

**\*\* 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:**

Signature		Date	<u>2/1/99</u>
President	_____	Telephone No.	<u>(615) 650-6600</u>
Title	_____	Fax No.	<u>(615) 650-6292</u>
Address:	<u>3201 Dickerson Pike</u>		
	<u>Nashville, Tennessee 37207</u>		

**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) Thomas D. Weekly

(Title) Vice President of

Speer Virtual Media, Ltd  
(Name of Company)

and current holder of Florida Public Service Commission Certificate Number # \_\_\_\_\_

\_\_\_\_\_ have reviewed this application and join in the petitioner's request for

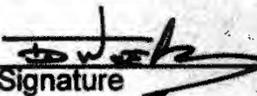
a:

transfer

assignment

of the above-mentioned certificate.

**UTILITY OFFICIAL:**

  
Signature

2/1/99  
Date

Vice President  
Title

(615) 650-6600  
Telephone No.

Address: 3201 Dickerson Pike

(615) 650-6292  
Fax No.

Nashville, Tennessee 37207

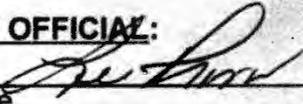
**CUSTOMER DEPOSITS AND ADVANCE PAYMENTS**

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 yr 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:**

Signature



Date

2/1/99

President

Title

(615) 650-6600

Telephone No.

Address: 3201 Dickerson Pike

(615) 650-6292

Fax No.

Nashville, Tennessee 37207

**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:**

 \_\_\_\_\_ 2/1/99 \_\_\_\_\_  
Signature Date

President \_\_\_\_\_ (615) 650-6600 \_\_\_\_\_  
Title Telephone No.

Address: 3201 Dickerson Pike \_\_\_\_\_ (615) 650-6292 \_\_\_\_\_  
Fax No.

Nashville Tennessee 37207 \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

- 2.1.1 This Tariff contains the description, regulations, and rates applicable to intrastate IntraLATA and intrastate InterLATA telecommunications Service offered by the Company with principal offices located at 3201 Dickerson Pike, Nashville, Tennessee 37207. Service is furnished for communications originating and terminating at points within the State under terms of this Tariff. Service is provisioned via the Company's switch, or by the DUC, or both. Unless otherwise stated in the Tariff, the method of provisioning a specific Service is determined by the Company, and the selection of the DUC is made by the Company.
- 2.1.2 The Company shall not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, without limitation, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of the Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.

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Issued: February 18, 1999

Effective:

Lee Provow, President  
3201 Dickerson Pike, Nashville, Tennessee 37207

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**SECTION 2 - RULES AND REGULATIONS**

**2.2 Limitations On Service**

- 2.2.1 Service is offered subject to the availability of facilities, the Company's ability to provision the order, and the provisions of this Tariff. The Company reserves the right, without incurring liability, to refuse to provide Service, to or from any location where the necessary facilities, equipment, systems, and/or switch software are not available. Initial and continuing Service is offered subject to the availability of necessary facilities and/or equipment, including those to be provided by the DUC(s), the Company, CLECs, CAPs or the LEC. In the case of refusal to establish Service, the Company shall notify the Applicant in writing of the reason for such refusal.
- 2.2.2 All Services provided according to this Tariff are intrastate add-on Services available from the Company only if the Customer subscribes to the Company's comparable interstate Service offering or interstate promotional offering. Intrastate Service is not sold on a stand-alone basis. All Switched Access services are only available in equal access areas. Calling card and Prepaid Calling Card calls may originate anywhere in the State.
- 2.2.3 Without incurring liability, the Company reserves the right to discontinue Service or to limit the use of Service, when necessitated by conditions beyond the Company's control, or when the Customer or End User is using Service in violation of the law or in violation of the provisions of this Tariff.

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**SECTION 2 - RULES AND REGULATIONS**

2.2 Limitations on Service (continued)

2.2.4 Conditions under which the Company may, without notice, suspend Service without liability include, but are not limited to:

- (A) The Company deems termination necessary to protect the Company or third parties against unauthorized, fraudulent, or unlawful use of any Company Services, or to otherwise protect the Company's personnel, agents, or Service; or
- (B) Customer's or End User's misuse of the Company's switch or DUC's network; or
- (C) Customer's or End User's use of the DUC's network for any fraudulent or unlawful purpose; or
- (D) Emergency, threatened, or actual disruption of Service to other Customers; or
- (E) Unauthorized or fraudulent procurement of Service, including a misrepresentation of fact relevant to the conditions under which the applicant or Customer obtains or continues to receive Service; or
- (F) Fraudulent billing information; or

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Issued: February 18, 1999

Effective:

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3201 Dickerson Pike, Nashville, Tennessee 37207

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**SECTION 2 - RULES AND REGULATIONS**

**2.2 Limitations On Service (continued)**

2.2.5 In the event the Company or the DUC learn of actual or possible unauthorized, fraudulent, or unlawful use of any Service(s), the Company will make an effort to contact the Customer, but Service may be suspended without notice and without liability to the Company. Service may be suspended by the Company without incurring liability by Blocking all calls or by Blocking calls to or from certain NPA-NXXs, Area Codes, LATAs, RBOC territory, cities, or individual telephone stations for any Service offered under this Tariff. Service will be restored as soon as it can be provided without undue risk.

2.2.6 If the Company is notified by the DUC or otherwise reasonably concludes that Customer-provided equipment does not pass back appropriate answer supervision to the long distance network, the Company will notify the Customer. If the Customer cannot correct the problem and if Customer-provided equipment continues to provide inappropriate answer supervision to the long distance network, the Company reserves the right to suspend or terminate the Customer's Service. The Company will give the Customer five (5) days written notice of its intent to suspend Service.

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**SECTION 2 - RULES AND REGULATIONS**

**2.2 Limitations On Service (continued)**

**2.2.7** Conditions under which the Company may, with five (5) days written notice, terminate Service without liability include, but are not limited to:

- (A) Failure to pay for or provide assurances of, or security for, the payment of the Company's charges as per Section 2.7.2 and 2.7.3 of this Tariff; or
- (B) Customer's or End User's use of the Service constitutes a violation of the provisions of this Tariff; or
- (C) Rejection of charge authorization by the Customer's designated Credit Card company; or
- (D) Abandonment of the premises served; or
- (E) Insufficient billing information; or
- (F) Customer fails to correct any condition listed in Sections 2.2.5 or 2.2.6 of this Tariff.
- (G) Failure to pay for telephone Service pursuant to Section 2.8.2 (B) of this Tariff.

**2.2.8** In the case of refusal to establish Service, the Company shall notify the Applicant in writing of the reason for such refusal.

**2.2.9** The Company reserves the right to change DUCs at any time.

**Speer Commun**

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**2.2 Limitati**

**2.2.10**

**2.2.11**

**2.2.12**

**2.2.13**

**2.2.14**

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**Issued: Februa**

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**SECTION 2 - RULES AND REGULATIONS**

**2.2 Limitations On Service (continued)**

2.2.15 Service is furnished subject to the condition that there will be no abuse or fraudulent use of the Service. Abuse or fraudulent use of Service includes, but is not limited to:

- (A) Service that is used by the Customer or End User to frighten, abuse, torment, or harass another; or
- (B) Service that is used by the Customer or End User in a manner which interferes with the use of Service by one or more other Customers; or
- (C) Service that is used by the Customer or End User to place calls by means of illegal equipment, service, or device; or
- (D) Service that is used by the Customer or End User to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the applicable charge.

2.2.16 For Inbound Services, the Customer may further restrict the receipt of inbound calls from within the State by area code, LATA, NPA-NXX, or by RBOC territory.

2.2.17 For Customer's that preset the limit of the amount of charges that may be billed to their calling card, if a Credit Card company denies authorization for recharging a Customer's calling card, Service will be suspended when the Customer's account balance reaches zero unless the Customer provides the Company an alternate Credit Card number that will authorize the charge.

2.2.18 To help control fraud, only one call at a time will be processed for a Prepaid Calling Card.

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**SECTION 2 - RULES AND REGULATIONS**

**2.3 Limitation of Liability**

**2.3.1 The Company will not be liable for:**

- (A) Any act or omission of any other company or companies furnishing a portion of the Service or facilities, equipment or service associated with such Service.
- (B) Any defacement of, or damage to, the equipment or premises of a Customer resulting from the provision of Service when such defacement or damage is not the result of the Company's negligence.
- (C) Damages caused by the negligence or willful misconduct of the Customer.
- (D) Any failure to provide or maintain Service under this Tariff due to circumstances beyond the Company's reasonable control.
- (E) Any special or consequential damages or any lost revenues or lost profits of any kind or nature arising out of the furnishing of or interruption in Service contained in this Tariff, even if Company is advised of the possibility of the same.
- (F) The use or abuse of any Service described herein by any party including, but not limited to, the Customer's employees or members of the public. "Use or abuse" includes, but is not limited to, any calls placed by means of PBX-reorigination or any other legal or illegal equipment, service or device. In the case of Inbound Service, this also applies to third parties who dial the Customer's 800/888 number by mistake.

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Issued: February 18, 1999

Effective:

Lee Provow, President  
3201 Dickerson Pike, Nashville, Tennessee 37207

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**SECTION 2 - RULES AND REGULATIONS**

**2.3 Limitation of Liability (continued)**

**2.3.1 (continued)**

(G) Any action, such as Blocking or refusal to accept certain calls, that Company deems necessary in order to prevent unlawful use of its Service. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties. The liability provided for above, will, in each case, be in addition to any amounts that may otherwise be due the Customer under this Tariff as a credit allowance for the interruption of Service.

(H) Any claim where the Customer indemnifies the Company pursuant to Section 2.5 of this Tariff.

**2.3.2** The Company will use its best efforts to provide Services consistent with industry standards. The Company will have no liability to the Customer for any loss of revenue or any other direct, special, incidental, consequential, or other damages the Customer may sustain resulting from the failure or inability of the Company to provide or maintain Service to its Customers; negligent or defective Services to Customers; equipment, computer, network, or electrical malfunctions or any kind, breakdowns, or outages; or any other cause, whether or not within the control of the Company.

**2.3.3** The Company does not undertake to transmit messages but furnishes the use of its Services to its Customers for telecommunications. The Company is not liable for the content of the Customer's messages.

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**SECTION 2 - RULES AND REGULATIONS**

**2.3 Limitation of Liability (continued)**

2.3.4 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of providing Service hereunder, where such damages were not caused by the Company's willful misconduct, shall in no event exceed an amount equivalent to the initial period charge to the Customer according to this Tariff for the call during which such mistake, omission, interruption, delay, error or defect occurred. The Company shall not be liable for damages caused by the negligence or willful misconduct of the Customer.

2.3.5 The Company's will not be liable for any failure of performance hereunder due to causes beyond its control including, but not limited to:

- (A) Unavoidable interruption in the working of transmission facilities; or
- (B) Natural disasters such as storms, fire, flood, or other catastrophes; or
- (C) Any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entity, or of any civil or military authority; or
- (D) National emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or
- (E) Notwithstanding anything in this Tariff to the contrary, the unlawful acts of individuals, including acts of the Company's agents and employees if committed beyond the scope of their employment.

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**SECTION 2 - RULES AND REGULATIONS**

2.3 Limitation of Liability (continued)

- 2.3.6 Interruptions, delays, errors, or defects caused by or contributed to, directly or indirectly, by act or omission of Customer or its customers, affiliates, agents, contractors, representatives, invitees, licensees, successors, or assignees or which arise from, or are caused by, the use of facilities or equipment of Customer or related parties, will not result in the imposition of any liability whatsoever upon the Company. In addition, a portion or all of the Service may be provided over facilities of third parties, and the Company will not be liable to Customer or any other person, firm, or entity in any respect whatsoever arising out of defects caused by such third parties.
- 2.3.7 With respect to Service provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and of fitness for a particular purpose.
- 2.3.8 Without liability, the Company may rely on CLECs, LECs, DUCs, or other third parties to provide a portion of the Company's Service.
- 2.3.9 No contractors, agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be contractors, agents or employees of the Company without the Company's written authorization.
- 2.3.10 Under no circumstances whatsoever will the Company's officers, agents, or employees be liable for any damages, including but not limited to direct, indirect, actual, consequential, special, or punitive damages, or lost profits.

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**SECTION 2 - RULES AND REGULATIONS**

**2.3 Limitation of Liability (continued)**

- 2.3.11 If Company chooses to subcontract the printing of Prepaid Calling Cards, the Company cannot be held liable for delays of delivery or any other problem(s) that are directly related to the subcontractor.
- 2.3.12 If the Company issues Prepaid Calling Cards and the PINs that will not access Service, the Company's sole liability will be the manufacturing and shipping costs associated with replacing such cards. This obligation is exclusive and is in lieu of all other warranties, express or implied, including but not limited to, any warranty of merchantability or fitness for a particular purpose. In no event will the Company be liable for special or consequential damages arising from the relationship or the conduct of business contemplated herein.
- 2.3.13 The Company's liability shall be limited to that expressly assumed in Section 2.3 of this Tariff. The Company shall not be liable for any other direct, indirect, consequential, special, actual, or punitive damages, or for any lost revenues or lost profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, Service provided hereunder, absent a determination of willful misconduct by the Company through judicial or administrative proceedings. With respect to Service provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and of fitness for a particular purpose.

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**SECTION 2 - RULES AND REGULATIONS**

**2.4 Use of Service**

- 2.4.1 The Company's Services are available for use twenty-four hours per day, seven days per week.
- 2.4.2 The Service offered herein may be used for any lawful purpose, including business, governmental, or other use. The Customer is liable for all obligations under this Tariff notwithstanding any sharing or resale of Services and regardless of the Company's knowledge of same. The Company will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use nor permit others to use the Service in a manner that could interfere with Service provided to others or that could harm the switching facilities of the Company or the transmission/switching facilities of the DUC or others.
- 2.4.3 Service furnished by the Company will not be used for any unlawful or fraudulent purposes including but not limited to use of electronic devices, invalid numbers, and false credit devices to avoid payment for Service contained in this Tariff either in whole or in part. Service furnished by the Company may not be used to make calls which might reasonably be expected to frighten, abuse, torment, or harass another. The Service may not be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a communications common carrier, a resale common carrier, or an enhanced or electronic service provider who has subscribed to Service. However, this provision does not preclude an agreement between the Customer, authorized user, or Joint User to share the cost of the Service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.

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**SECTION 2 - RULES AND REGULATIONS**

**2.4 Use of Service (continued)**

2.4.4 Service furnished by the Company may be arranged for joint use or authorized use. The Joint User or authorized user will be permitted to use such Service in the same manner as the Customer, but subject to the following conditions:

- (A) The Customer must complete and provide to the Company all Service agreements and/or other documentation required by the Company to initiate Service.
- (B) One Joint User or authorized user must be designated as the Customer. The designated Customer does not necessarily have to have communications requirements of its own. The Customer must specifically name all Joint Users or authorized users in the application for Service. Service orders which involve the start, rearrangement or discontinuance of joint use or authorized use Service will be accepted by the Company only from that Customer and will be subject to all requirements of this Tariff.
- (C) All charges for the Service will be computed as if the Service were to be billed to one Customer. The Joint User or authorized user which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. If designated Customer fails to pay the Company, each Joint User or authorized user will be liable to the Company for all charges incurred as a result of its use of Service. Each joint or authorized user must submit to the designated Customer a letter guaranteeing payment for the joint or authorized user's portion of all charges billed by the Company to the designated Customer. This letter must also specify that the joint or authorized user understands that the Company will receive a copy of the guaranty from the designated Customer. The designated Customer will be responsible for allocating charges to each Joint User or authorized user.

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**SECTION 2 - RULES AND REGULATIONS**

**2.4 Use of Service (continued)**

**2.4.4 (continued)**

(D) Joint use is a Service/billing allocation arrangement and not a resale arrangement. Neither the Customer nor any Joint User nor any third party engaged by either of them in connection with a joint use agreement or arrangement may mark up Service or otherwise profit from the joint use agreement or arrangement.

**2.5 Obligations of the Customer**

**2.5.1 The Customer will indemnify, defend, and hold the Company harmless from and against:**

- (A) Any claim asserted against the Company (and all attorney fees and expenses incurred by the Company with respect thereto) arising out of or relating to the failure of the Company to provide Service to the Customer.
- (B) Any and all liabilities, costs, damages, and expenses (including attorney's fees), resulting from Customer's (or its employees', agent's or independent contractor's) actions hereunder, including, but not limited to breach of any provision in this Tariff, misrepresentation of Services or rates, or unauthorized or illegal acts of the Customer, its employees, agents, or independent contractors.

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**SECTION 2 - RULES AND REGULATIONS**

**2.5 Obligations of the Customer (continued)**

**2.5.1 (continued)**

- (C) Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name, or service mark arising out of Customer's or End User's material, information, or other content transmitted via Service.
- (D) Violation by Customer or End User of any other literary, intellectual, artistic, dramatic, or musical right
- (E) Violations by Customer or End User of the right to privacy.
- (F) Any other claims whatsoever relating to or arising from message content or the transmission thereof.
- (G) All other claims arising out of any act or omission of the Customer or End User in connection with Service provided by the Company.
- (H) Any loss, claim, demand, suit, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the provision of Service, whatever the cause and whether negligent or otherwise.

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**SECTION 2 - RULES AND REGULATIONS**

**2.5 Obligations of the Customer (continued)**

**2.5.1 (continued)**

- (I) Any and all liabilities, costs, damages, and expenses (including attorney's fees), resulting (1) from Customer (or its employees's agent's or independent contractor's) actions hereunder, including, but not limited to breach of any provision in this Tariff, misrepresentation of Company services or prices, or unauthorized or illegal acts of the Customer, its employees, agents, or independent contractor or (2) from claims by third parties that any Prepaid Calling Cards or PINs have been lost, stolen, or fraudulently issued or used; provided, however, that the Company will have no liability hereunder for special or consequential damages incurred by the Company; or (3) in the event that the Company chooses to have another company print their Prepaid Calling Cards, Company cannot be held liable for delays of delivery or any other problem that are directly to the third party. In no event will the Company be obligated to restore any Prepaid Calling Card account or otherwise reimburse any Cardholder for any calls charged to the Prepaid Calling Card account which such Cardholder denies having made.
- (J) All claims related to lost or stolen Prepaid Calling Cards.
- (K) Claims related to lost or stolen calling cards, except as described in Section 2.21.3 of this Tariff.

The Customer will indemnify and save the Company harmless from any and all liability not expressly assumed by the Company in Section 2.3 of this Tariff and arising in connection with the provision of Service to the Customer, and will protect and defend the Company from any suits or claims alleging such liability, and will pay all expenses (including attorneys' fees) and satisfy all judgements which may be incurred by or rendered against the Company in connection therewith.

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**SECTION 2 - RULES AND REGULATIONS**

- 2.5 Obligations of the Customer (continued)
- 2.5.2 The Customer shall be responsible for the payment of all charges for Service provided to Customer under this Tariff and for the payment of all excise, sales, use or other similar taxes that may be levied by a governing body or bodies in conjunction with or as a result of Service furnished to Customer under this Tariff. Also see Section 2.12.3 of this Tariff for additional information regarding the Customer's obligations concerning taxes.
- 2.5.3 The Customer is responsible for payment of all charges for Service provided by the Company and originating at Customer's number; accepted at Customer's number; or rendered at Customer's specific request, regardless of whether the Customer's facilities were fraudulently used or used without Customer's knowledge in full or in part.
- 2.5.4 The Company shall not be required to consider any Customer claim for damages or statutory penalties, or adjustments, refunds, credits or cancellation of charges, unless the Customer has notified the Company of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand. If the Customer is not satisfied with the Company's resolution of any dispute, the Customer may make application to the Commission for review and disposition of the matter.
- 2.5.5 Upon the Customer's receipt of Company Prepaid Calling Cards, the Customer will assume all risk of loss or misuse of such cards.

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**SECTION 2 - RULES AND REGULATIONS**

**2.5 Obligations of the Customer (continued)**

- 2.5.6 For Customers subscribing to the Speer Private Label Prepaid Calling Card Service all customized designs are subject to the Company's review and approval. The Company will deliver to the Customer a prototype of the customized card. Prior to the Company's fulfillment of the Customer's order, the Customer will advise the Company, in writing, of its approval of, or request for revisions of, such prototype. Any such requested revisions to the customized design will be subject to the Company's approval.
- 2.5.7 The Customer will be liable for reimbursing the Company for damages to facilities or equipment caused by the negligence or wilful acts of the Customer's officers, employees, agents, contractors, or End User(s).
- 2.5.8 If a Customer directly or indirectly authorizes third parties to use the Service, the Customer will indemnify and hold the Company harmless against any and all claims asserted by said party, demands, suits, actions, losses, damages, assessments or payments which may be asserted or demanded by said parties or by others as a result of said parties' actions or omissions.
- 2.5.9 The Company's failure to or maintain Service under this Tariff will be excused by the Customer for all circumstances beyond the Company's reasonable control.
- 2.5.10 The termination or disconnection of Service(s) by the Company pursuant to Sections 2.2 or 2.11 of this Tariff does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of termination or disconnection. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.
- 2.5.11 If Service is to be resold or rebilled, the Reseller must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

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**SECTION 2 - RULES AND REGULATIONS****2.5 Obligations of the Customer (continued)**

- 2.5.11 If Service is terminated pursuant to Section 2.2 or Section 2.11 of this Tariff or if the Customer cancels Service pursuant to Section 2.10 of this Tariff, the Customer will be deemed to have cancelled Service as of the date of such termination or cancellation and will be liable for any cancellation charges set forth in this Tariff.
- 2.5.12 The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment with the long distance network. The Customer will ensure that the signals emitted into the long distance network of the do not damage equipment, injure personnel, or degrade Service to other Customers or other users of the network. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer will comply with applicable LEC or CLEC signal power limitations.
- 2.5.13 A Customer of any of the Company's Inbound Services must provide not less than ten (10) business days notice prior to implementation of special advertising or other new promotions likely to stimulate usage.

**2.6 Establishment of Credit**

The Company reserves the right to require all Applicants to establish credit worthiness to the reasonable satisfaction of the Company. Upon receipt of a signed application for service, the Applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires. If the conditions of services or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time.

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**SECTION 2 - RULES AND REGULATIONS**

**2.7 Obtaining Service**

**2.7.1 Application For Service**

Acceptance or use of Service by the Customer shall be deemed an agreement by the Customer to subscribe to, use, and pay for such Service in accordance with the applicable Tariffs of the Company. All applicable provisions in the Company's Tariff, as amended from time-to-time, become the agreement for Service between the Company and the Customer.

**(A) Speer Long Distance Services**

**.1 Speer 1+ and Speer 800**

To obtain Service, the Applicant must submit an application to the Company in the form of a completed service agreement, an LOA, and authorization for billing monthly charges to the Customer's Credit Card.

**.2 Speer Prepaid Calling Card**

The Speer Prepaid Calling Card does not require an application for Service.

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**SECTION 2 - RULES AND REGULATIONS**

2.7 Obtaining Service (continued)

2.7.1 Application For Service (continued)

(A) Virtual Office Long Distance Services

.1 Virtual Office Calling Card

To obtain Service, the Applicant must submit an application to the Company in the form of a completed service agreement. As part of the application, the Applicant must establish a preset limit on the dollar amount that may be charged to the calling card without additional authorization by the Applicant. The Applicant must also provide the Company with authorization to charge the Applicant's Credit Card each month to restore the account balance to the preset limit.

.2 Virtual Office 1+ and Virtual Office 800

To obtain Service, the Applicant must submit an application to the Company in the form of a completed service agreement, an LOA, and authorization for billing monthly charges to the Customer's Credit Card.

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**SECTION 2 - RULES AND REGULATIONS**

**2.7 Obtaining Service (continued)**

**2.7.2 Advance Payments**

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

**2.7.3 Customer Deposits**

The Company does not collect deposits for services in this tariff.

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**SECTION 2 - RULES AND REGULATIONS**

**2.8 Rendering and Payment of Bills**

**2.8.1 Payment For Prepaid Calling Card Services**

**(A) Speer Best Rate Prepaid Calling Card**

When the Customer initially orders Prepaid Calling Card Service, the Customer must prepay the charges for Service according to the rates included in Section 4.5 of this Tariff. No Prepaid Calling Card PIN will be activated until payment, in U. S. Dollars and in full, has been received by the Company. If the Customer pays via check, the PIN is activated after the check clears the bank.

**(B) Speer Private Label Prepaid Calling Card**

Upon establishing credit pursuant to Section 2.6 of this Tariff, payment in full is due within thirty (30) days of the invoice date on the bill. Charges are payable only in United States currency. Payment may be made by cash, check, money order, cashier's check, electronic wire transfer, or by automatic withdrawal from Customer's checking or savings account. Checks should be made payable as named on the bill and should be sent to the address as listed on the bill.

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**SECTION 2 - RULES AND REGULATIONS**

**2.8 Rendering and Payment of Bills**

**2.8.2 Payment For All Other Services**

**(A) Billing Period**

The Company uses cycle billing. The billing period is one month. Except for fraud, charges may be assessed for unbilled traffic up to two years in arrears.

**(B) Direct Billing By Company Or Authorized Billing Agent**

- .1 Bills are sent to the current billing address no later than thirty (30) days following the close of billing. Billing detail and special reporting is forwarded monthly based on the Customer's billing cycle. The due date is disclosed shown on the bill. Payment in full is due within thirty (30) days of the invoice date on the bill. Charges are payable only in United States currency. Payment may be made by cash, check, money order, cashier's check, electronic wire transfer, or by automatic withdrawal from Customer's checking or savings account. Checks should be made payable as named on the bill and should be sent to the address as listed on the bill.**
- .2 If the bill is not paid within thirty (30) days from the invoice date, the Company may impose a late charge of 1.5% per month on the delinquent amount. A late charge applies to any past due balance. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.**

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**SECTION 2 - RULES AND REGULATIONS**

**2.8 Rendering and Payment of Bills (continued)**

**2.8.2 Payment For All Other Services (continued)**

**(B) Direct Billing By Company Or Authorized Billing Agent (continued)**

**.3 For Customers subscribing to the Speer Corporate Calling Card that choose the direct bill option, bills are sent to the Customer's current billing address when the calling card is activated or recharged.**

**(C) Credit Card Billing**

With Credit Card billing, the charges for Services provided by the Company are billed on the Customer's designated and approved Credit Card bill. Charges are billed in accordance with the terms and conditions between the Customer and the Customer's designated Credit Card company. Call detail will be provided separately via United States mail, express mail service, fax, or e-mail. For calling card Services billed to a Credit Card, charges for Service are sent to the Customer's Credit Card company when the card is activated or recharged. When calling card Service is billed via Credit Card billing, each calling card has a preset dollar limit established by the Customer. During the billing month, limits may be increased at the Customer's request.

**2.8.3 Return Check Charge**

When another telecommunications carrier provides the billing function on behalf of the Company, the other carrier's bad check charge applies. Otherwise, the Company will assess the Customer a return check charge of \$15.00 for any check that is returned for any reason by the financial institution on which it is drawn. When a return check charge is contained in the Company's intrastate Tariff, the charge contained in the Company's intrastate Tariff applies in lieu of the charge contained in the Company's Tariff F.C.C. No. 1.

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**SECTION 2 - RULES AND REGULATIONS**

**2.9 Customer Service**

**2.9.1 General**

Customer Service may be contacted in writing at 3201 Dickerson Pike, Nashville, Tennessee 37207. Customers may also contact Customer Service by dialing a toll-free 800/888 number. Customer Service representatives are available twenty-four hours per day, seven days per week, 365 days per year. For Cardholders subscribing to Prepaid Calling Card Service, the 800/888 number is printed on the card.

**2.9.2 Billing Inquiries**

Billing inquiries may be referred to the Company's Customer Service organization as indicated in Section 2.9.1 of this Tariff. If the Customer is not satisfied with the Company's resolution of a billing inquiry, the Customer may make application to the Commission for review and disposition of the matter.

**2.9.3 Service Difficulties**

Service difficulties may be referred to the Company's Customer Service organization, as indicated in Section 2.9.1 of this Tariff.

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**SECTION 2 - RULES AND REGULATIONS**

**2.10 Cancellation of Service By Customer**

**2.10.1 General**

Except for Prepaid Calling Card Service, a Customer may cancel Service by giving thirty (30) days written notice to the Company. Such notice should be addressed to the Company's Customer Service organization at the address specified in Section 2.9.1 of this Tariff. Cancellation of the Customer's Service will be effective when the LEC or CLEC changes the PIC code, or when the DUC moves the Service to another long distance company.

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**SECTION 2 - RULES AND REGULATIONS**

**2.11 Termination of Service By Company**

2.11.1 The Company may terminate Service to the Customer upon five (5) days written notice to the Customer in a separate mailing for any condition listed in Section 2.2.7 of this Tariff. If the Company delivers the notice to the Customer's premises, it will be left in a conspicuous place. When notice is mailed, the notice will be addressed to the Customer's last known billing address and mailed first class United States Mail, express overnight delivery, fax, or e-mail. The selection of the method of delivery of the notice is made by the Company.

2.11.2 The termination of Service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of termination. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.

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**SECTION 2 - RULES AND REGULATIONS**

2.12 Taxes

2.12.1 Speer Prepaid Calling Card and Speer Private Label Prepaid Calling Card.

The usage rates in Section 4 of this Tariff are inclusive of all surcharges, taxes, and fees except for point-of-sales ("sales") taxes.

2.12.2 All Other Services

- (A) For all Services other than the Speer Prepaid Calling Card and Speer Private Label Prepaid Calling Card, the usage rates in Section 4 of this Tariff are exclusive of all surcharges, taxes, and fees.
- (B) In addition to the charges specifically pertaining to Services, certain federal, state, and local surcharges, taxes, and fees apply to Services. These taxes, surcharges, and fees are calculated based upon the point of origination of the call, the point of termination of the call, the length of each call, and the taxing jurisdiction's rules and regulations.
- (C) All federal, state, and local taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on the Customer's invoices or are provided with call detail, and unless otherwise specified herein, are not included in the rates listed in Section 4 of this Tariff.

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**SECTION 2 - RULES AND REGULATIONS**

2.12 Taxes (continued)

2.12.3 Tax Exempt Status

In order to be granted tax exempt status, a Customer claiming tax exempt status must provide the Company with copies of all tax exemption certificates and documents required by the Company at the time Service is ordered. Failure to provide the required documentation at the time Service is ordered will result in all taxes as noted herein being levied by the Company on the Customer's Service, and the Customer will be responsible for the payment of all such charges. At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after Service is ordered. However, the Customer will be billed for all applicable taxes and responsible for the payment of same until such time as the Company has ceased billing the applicable taxes. The Company is not liable for refunding the amount of the taxes paid by the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of Service.

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**SECTION 2 - RULES AND REGULATIONS****2.13 Transfer or Assignment**

After obtaining the Company's written consent, the Customer of record may assign or transfer the use of Service where there is no interruption or physical relocation. All terms and provisions contained in this Tariff will apply to any assignee or transferee. Services provided by the Company may not be transferred or assigned to a new Customer unless the following conditions have been met:

- (1) The Customer of record (assignor Customer) requests such assignment or transfer in writing at least forty-five (45) days prior to the effective date of any requested assignment or transfer; and
- (2) Prior written consent of the Company is secured. The Company agrees to respond to a request to assign or transfer to another Customer within thirty (30) days of receipt of notification; and
- (3) New Customer's (assignee Customer) credit is approved by the Company; and
- (4) The new Customer (assignee Customer) notifies the Company in writing that it agrees to assume all outstanding obligations of the former Customer for use of the Company's Services. These obligations include all outstanding indebtedness for the use of the Company's Service. Consent to such assignment or transfer will not be unreasonably withheld.
- (5) Any permitted assignment or transfer of Service will not relieve or discharge any Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment.

**2.14 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.

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**SECTION 2 - RULES AND REGULATIONS**

**2.15 Rate Period**

**2.15.1 General**

Different rates may be applicable to a call at a different time of the day and on certain days of the week, as specified in the appropriate rate schedule for that call. The rate periods shown below apply. All times shown are local time at the calling station in case of an outbound call and at the called station in case of an inbound call.

**2.15.2 Day, Evening, and Night Rate Periods**

Rate Period	Times Applicable		Days Applicable
	From	To, But Not Including	
Day	8:00 AM	5:00 PM	Mon - Fri
Evening	5:00 PM	11:00 PM	Sun - Fri
Night	11:00 PM	8:00 AM	All days
	8:00 AM	11:00 PM	Saturday
	8:00 AM	5:00 PM	Sunday

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**SECTION 2 - RULES AND REGULATIONS**

**2.16 Determining Rate In Effect**

**2.16.1 General**

For outbound Services that are time-of-day sensitive, the time of day at the central office or POP associated with the calling station determines the rate in effect. For Inbound Services that are time-of-day sensitive, the time of day at the central office or POP associated with the called station determines the rate in effect. Time of day shall be determined in accordance with Section 2.15 of this Tariff. The time at the beginning of each minute of connection determines the applicable rate period. When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge.

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**SECTION 2 - RULES AND REGULATIONS**

**2.17 Interruption of Service**

**2.17.1 Prepaid Calling Card**

Credits will be issued for cut-off and poor transmission by adding time to the Customer's Prepaid Calling Card account balance. To receive credit, the Customer must contact the Company's Customer Service group as per Section 2.9.1 of this Tariff.

**2.17.2 All Other Usage Sensitive Services**

- (A) Without incurring liability, the Company may interrupt the provision of Services at any time in order for tests and inspections to be performed to assure compliance with Tariff regulations and the proper installation and operation of Customer's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.
- (B) To prevent possible unauthorized, fraudulent, or unlawful use of Service, the Company may initiate Blocking all calls or Blocking calls to or from certain NPA-NXXs, cities, or individual telephone stations for any Service offered under this Tariff. Service will be restored as soon as it can be provided without undue risk and only after accounts have been brought current.
- (C) No credit for recurring monthly charges will be issued for outages less than twenty-four consecutive hours in duration. For Customers with Service subject to a monthly recurring charge, Service interruptions of greater than twenty-four (24) consecutive hours duration will receive a credit equal to the number of hours of Service interruption divided by 720 hours times the monthly recurring charge for the Service.

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**SECTION 2 - RULES AND REGULATIONS**

**2.17 Interruption of Service (continued)**

**2.17.2 All Other Usage Sensitive Services (continued)**

- (D) Credit allowances for cutoff, wrong number, or poor transmission are subject to the general liability provisions set forth in Section 2.3.4 of this Tariff. It shall be the obligation of the Customer to notify the Company immediately of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer.

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**SECTION 2 - RULES AND REGULATIONS**

**2.18 Calculation of Usage Charges**

**2.18.1 Audioconferencing**

For Audioconferencing, usage charges are calculated based on the sum of actual, not reserved, individual line usage. For example, if three people conduct a conference call for an hour and one conference participant hangs up ten minutes early, the conference charges are 170 minutes (60 + 60 + 50).

**2.18.2 Prepaid Calling Card Service**

For Prepaid Calling Card Service that are unit based, a unit is equal to one (1) minute. The Prepaid Calling Card balance will be decremented by one unit for each minute or fractional part of minute.

**2.18.3 Rounding**

**(A) Billing Increments**

Each usage sensitive Service has its own specific initial period and additional period (collectively referred to as billing increments) as specified in Section 3 of this Tariff. For all Services, fractions of a billing increment are rounded up to the next higher increment for billing purposes.

**(B) Per Call Charge**

The usage charges for each completed call during a billing month will be computed. If the charge for the call includes a fraction of a cent, the fraction of such charge is rounded up to the next higher whole cent. Rounding for charges for Service(s) is on a call-by-call basis.

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**SECTION 2 - RULES AND REGULATIONS**

**2.19 Lost Or Stolen Calling Cards, Prepaid Calling Card, Or PIN**

**2.19.1 General**

Upon knowledge of facts which would alert a reasonable person to the possibility of unauthorized use of the Customer's calling card, Prepaid Calling Card, or PIN, the Customer will alert and give notice to the Company of such facts. Upon receipt of notice, the Company will deactivate the PIN associated with the card.

**2.19.2 Calling Card Service**

If requested by the Customer, a new calling card number and PIN will be issued to the Customer. The Customer will be excused from liability only with respect to unauthorized calls placed after receipt of verbal or written notice by the Company.

**2.19.3 Prepaid Calling Card Service**

The Company will have no liability to the Customer or any third party for any claims that a Prepaid Calling Card, or its PIN, has been lost, stolen, or fraudulently used. In no event will the Company be obligated to restore any Prepaid Calling Card account usage or otherwise reimburse any Cardholder for any calls charged to the Prepaid Calling Card account which such Cardholder denies having made.

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Issued: February 18, 1999

Effective:

Lee Provow, President  
3201 Dickerson Pike, Nashville, Tennessee 37207

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**SECTION 2 - RULES AND REGULATIONS**

**2.20 Terminal Equipment**

Service(s) may be used with or terminated in Customer-provide terminal equipment or Customer-provided communications systems such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at the Customer's premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's Service. When such terminal equipment is used, the equipment shall comply with applicable rules and regulations of the Federal Communications Commission, including but not limited to, Part 68. In addition, equipment must comply with generally accepted minimum protective criteria standards and engineering requirements of the telecommunications industry which are not barred by the Federal Communications Commission.

**2.21 Notices**

Any notices provided by Company pursuant to this Tariff are deemed given and effective upon the earlier of (a) actual receipt by Customer or (b) three days after mailing if sent by mail, the day after express overnight delivery, or the day the notice is left at the Customer's premises or delivered via fax or e-mail.

**2.22 Changes to Service Offerings**

The Company reserves the right to add, change, or delete DUCs at any time.

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**SECTION 3 - DESCRIPTION OF SERVICES**

**3.1 Speer Long Distance Services**

**3.1.1 Speer 1+**

Speer 1+ (see Tariff sheet 67) is an outbound only, flat rated, long distance pricing plan available to Business Customers that utilize Switch Access to reach the long distance network of the DUC. The initial period and additional periods are one (1) minute or fraction thereof. Charges for Services are billed pursuant to Section 2.8.2 (C) of this Tariff.

**3.1.2 Speer 800**

Speer 800 (see Tariff sheet 67) is an inbound only, flat rated, long distance pricing plan. Calls may originate from any point in the State on any type of access but terminate via Switched Access lines between the Customer's premises and the long distance network. Speer 800 is available to Business Customers that utilize Switched Access to reach the long distance network of the DUC. The initial period and additional periods are one (1) minute or fraction thereof. Charges for Services are billed pursuant to Section 2.8.2 (C) of this Tariff.

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**SECTION 3 - DESCRIPTION OF SERVICES****3.1 Speer Long Distance Services (continued)****1.3 Calling Card Services****(A) General**

Calling card Service is available to Customers for use when Customers or End Users are away from their established primary Service location. Calling card rates and charges apply to all calling card calls originating and terminating in the State regardless of the billing location of the Customer account. The initial period and additional periods are one (1) minute or fraction thereof.

Access to the long distance network for the purpose of billing a call to the Customer's calling card may be from tone-generating or rotary-dial instruments. The Customer or End User may access the long distance network and bill a call to their calling card by dialing 1 plus an 800/888 number plus the called telephone number, the calling card number, and a valid PIN. In some location, the Customer may place a calling card call by dialing a local access number. When available, the Company will provide the Customer the local access number.

**(B) Speer Corporate Calling Card**

The Speer Corporate Calling Card (see Tariff sheet 67) is available to Business Customers. For all calls, the initial period and additional period are one (1) minute or fraction thereof. Special reporting and telecommunications analysis are available on an ICB agreement. Charges for Services may be billed pursuant to Section 2.8.2 (B) of this Tariff or Section 2.8.2 (C) of this Tariff. The selection of the billing method is determined by the Customer. To help control fraud, the Customer may restrict the use of the card by area code, LATA, NPA-NXX or RBOC territory.

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**SECTION 3 - DESCRIPTION OF SERVICES**

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**3.2 Prepaid Calling Card Service****3.2.1 Description of Service**

- (A) Prepaid Calling Card Service (see Tariff sheet 68) is a prepaid long distance Service that allows Customers to obtain a predetermined amount of access to the Company's long distance or directory assistance Services. The Company offers unit based Prepaid Calling Cards meaning there is a fixed amount of units (i.e., 5, 10, 20, 50, or some other denomination) or dollar based cards, meaning there is a fixed amount of dollars (i.e. 10, 20, 50, 100 or some other denomination) available to the Customer who purchases a card. The card is valid for six (6) months from the date of first use or until the expiration date printed on the card whichever comes first. After expiration, the card is debited an account maintenance fee of \$2.00 per month.
- (B) Prepaid Calling Card Service is offered via "800/888" access numbers and is available to a Cardholder from a touchtone or rotary phone. The Cardholder may access the Platform from anywhere in the State by dialing a universal "800/888" number plus a PIN and the called telephone number. In some locations, the Customer may place a Prepaid Calling Card call by dialing a local access number. Where available, the Company will provide the Customer the local access number. The Cardholder hears recorded messages that guide the Cardholder through the Platform. The Platform validates the Cardholder's PIN and determines whether time remains on the card. If time is available on the Cardholder's account, the call is completed to the called telephone number dialed by the Cardholder. The Cardholder is verbally informed of the available balance in the Cardholder's Prepaid Calling Card account.

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**SECTION 3 - DESCRIPTION OF SERVICES**

**3.2 Prepaid Calling Card Service (continued)**

**3.2.1 Description of Service (continued)**

- (C) Calls are real-time rated during call progression. The total price of each call, including applicable taxes, is calculated on the basis of units or dollars and is deducted from the available account balance associated with each card. Each time the Cardholder is informed of the account balance, the Cardholder will be given the opportunity to recharge the card. Prepaid Calling Cards may be recharged (1) via the Platform, (2) by calling the Company's toll-free Customer Service number, or (3) by purchasing a chit at selected retail stores. The Platform debits the Cardholder's account balance as the Cardholders places a call. The Cardholder receives warning tones at three minutes and again at one minute before the Cardholder's account balance reaches zero. Calls in progress will be terminated when the balance reaches zero if the card has not been recharged.
  
- (D) The features available with Prepaid Calling Card Services include sequential calling capability, automatic misdial correction, single user access, information services, as well as limited conference calling capability. The calling party may add additional called numbers to the call up to a total of three called numbers. The initial period and additional periods are one (1) minute or fraction thereof.

---

**SECTION 3 - DESCRIPTION OF SERVICES**

3.2 Speer Prepaid Calling Card Service (continued)

3.2.2 Service Offerings

(A) Speer Best Rate Prepaid Calling Card

The Company determines the content, design, and production of the card. The Company is responsible for all costs associated with production and distribution of the Prepaid Calling Card to the Customer. The rate per unit varies based on the estimated annual volume of the Customer

.1 Option U

Option U is a unit based Prepaid Calling Card available to Residential Customers and Business Customers. The card is available in denominations of 5 units, 10 units, 15 units, 20 units, or in a denomination that is mutually agreed to by the Company and the Customer.

.2 Option D

Option D is a dollar based Prepaid Calling Card available to Residential Customers and Business Customers. The card is available in denominations of \$5, \$10, \$15, and \$20 or in a denomination that is mutually agreed to by the Company and the Customer.

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**SECTION 3 - DESCRIPTION OF SERVICES**

**3.2 Speer Prepaid Calling Card Service (continued)**

**3.2.2 Service Offerings (continued)**

**(B) Reserved For Future Use**

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**Issued: February 18, 1999**

**Effective:**

**Lee Provow, President  
3201 Dickerson Pike, Nashville, Tennessee 37207**

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**SECTION 3 - DESCRIPTION OF SERVICES**

**3.3 Speer Audioconferencing Service**

**3.3.1 General**

Speer Audioconferencing (see Tariff sheet 69) is a Service furnishing long distance voice telecommunications between a calling station and two or more called stations located within the State. The Service requires a teleconferencing bridge port for each called station. At any time prior to the conference call, a conference call is initiated by calling the 800/888 reservation number provided by the Company. The initial period and additional periods are one minute or fraction thereof for each call participant. Charges for Services are billed pursuant to Section 2.8.2 (C) of this Tariff.

**3.3.2 Conference Entry Options**

- (A) Call-In is a conference entry option which allows conference call participants to dial a prearranged telephone number to reach the Conference Bridge and join the conference call. Each conference call participant furnishes its own long distance to reach the Conference Bridge. The Call-In conference entry option is available on all Speer Audioconferencing Services.
- (B) 800/888 Call-In is a conference entry option which enables conference call participants to reach the Conference Bridge and join the conference call by calling a toll-free 800/888 number provided by the Company. The 800/888 Call-In conference entry option is available on all Speer Audioconferencing Services.
- (C) Call-Out is a conference entry option where the Coordinator calls the conference call participants to connect them into the conference call. The Call-Out conference entry option is available to Customers subscribing to the standard option as described in Section 3.3.3 of this Tariff

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**SECTION 3 - DESCRIPTION OF SERVICES**

**3.3 Speer Audioconferencing Service (continued)**

**3.3.3 Rate Options**

**(A) Automated**

Conference call participants are admitted to the conference call by using a predetermined code. Entry and exit tones announce arrival/departure. The Service provides the capability to connect a multiple number of conference call participants in a single call. The conference entry options available are call-in and 800/888 call-in.

**(B) Standard**

The Coordinator announces each conference call participant and scans the call during the conference. For further assistance, a conference call participant can recall the Coordinator by signaling with the key pad. The Service provides the capability for multiple call participants in a single call.

**(C) Premium**

The Coordinator greets conference call participants, takes roll call, and calls back disconnected conference call participants, and is on-line throughout the entire call from set-up through completion. Constant monitoring is provided by multiple Coordinators assigned by the Company based on the number of participants on the call. The Service provides the capability to connect a multiple number of conference call participants in a single call.

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**SECTION 3 - DESCRIPTION OF SERVICES**

**3.4 Directory Assistance**

**3.4.1 General**

Intrastate Directory Assistance (see Tariff sheet 70) involves the supplying of assistance to a calling party in the State in determining or attempting to determine the telephone number of a party who is outside the calling party's area code, but within the State. If a Customer calls directory assistance for a call within the State but outside of the calling party's area code, the call is routed to and handled by the DUC. Person-to-Person and collect calls to Directory Assistance are not allowed.

**3.4.2 Availability of Service**

Intrastate directory assistance is available if the Customer subscribes to any outbound Service or the Virtual Office Calling Card.

**3.4.3 Application of Charges**

The Directory Assistance charge applies whether or not the directory assistance bureau furnished the requested telephone number(s) (e.g., where the requested telephone number is unlisted, non-published or no record can be found).

---

**SECTION 3 - DESCRIPTION OF SERVICES**

**3.5 Virtual Office Long Distance Services**

Virtual Office Long Distance Services (see Tariff sheet 71) are combination inbound, outbound, and calling card long distance telecommunications Services available to Business Customers. Virtual Office Long Distance Services are only available to Customers that subscribe to the Company's comparable interstate Virtual Office Long Distance Service offering and have access to the Platform.

**3.5.1 Virtual Office Prepaid Calling Card**

Virtual Office Prepaid Calling Card is available for use when Customers or End Users are away from their established primary service location. Rates and charges apply to all calls originating and terminating in the State regardless of the billing location of the Customer account. The initial period and additional periods are one (1) minute or fraction thereof. The Virtual Office Calling Card allows the Customer or End User to place outbound calls via the Platform by dialing a toll-free 800/888 number. In some locations, the Customer may place a Calling Card call by dialing a local access number. Where available, the Company will provide the Customer the local access number. Calls may be dialed, speed dialed via the Customer's Virtual Office speed dial list, or returned via captured ANI information in stored messages. Up to three simultaneous calls may be placed via the Platform. If more than three connections are required, the calls are directed to the Conference Bridge.

---

**SECTION 3 - DESCRIPTION OF SERVICES**

**3.5 Virtual Office Services (continued)**

**3.5.2 Virtual Office 1+**

Virtual Office 1+ is an outbound only long distance telecommunications Services for Business Customers that utilized Switched Access to reach the long distance network. Virtual Office 1+ Service is only available to Customers that utilize Switched Access to reach the long distance network and that subscribe to Virtual Office Prepaid Calling Card. The initial period and additional periods are one (1) minute or fraction thereof.

**3.5.3 Virtual Office 800**

Virtual Office 800 is an inbound only, flat rated, long distance pricing plan. Calls may originate from any point in the state on any type of access but terminate via Switched Access lines between the Business Customer's premises and the long distance network. Virtual Office 800 is available to Customers that utilize Switched Access to reach the long distance network and that subscribe to the Virtual Office Calling Card. The initial period and additional periods are one minute or fraction thereof.

---

**SECTION 3 - DESCRIPTION OF SERVICES**

**3.6 Timing of Calls**

**3.6.1 Speer Audioconferencing**

For calls billed under the standard rate option or the premium rate option, timing begins at the start of the call as initiated by the Coordinator. Timing ends when either the last party disconnects or the Coordinator terminates the call. For calls billed under the automated rate option, timing begins when the first party enters the Conference Bridge. Timing ends when the last party disconnects from the call.

**3.6.2 Prepaid Calling Cards**

- (A) Timing begins when the called station answers and the Company's switch detects hardware answer supervision. Timing ends when the calling party hangs up. If the calling party elects to use the sequential calling feature, the party is prompted to enter (X) and place another call without re-dialing the 800 number and re-entering the PIN. Timing ends with the completion of the last call.
- (B) If the Cardholder of Prepaid Calling Card uses the conference calling feature, each leg of the call is timed separately. Timing of the each leg of the call begins when the called station answer and terminates when the called station hangs up or when the calling station hangs up.

**3.6.3 Calling Card Calls**

Calling card calls are timed according to Section 3.6.2 this Tariff.

**3.6.4 All Other Usage Sensitive Services**

The Customer's long distance usage charge is based on the actual usage of the DUC's network. Usage begins when the called party picks up the receiver and the local telephone company sends a signal to the switch which utilizes hardware answer supervision or software tone detection. A call is terminated when the calling party hangs up. There are no billing charges applied for incomplete calls.

---

**SECTION 3 - DESCRIPTION OF SERVICES**

**3.7 Mileage Measurements**

The distance is measured using the V&H coordinates associated with either the Rate Centers of the originating and terminating stations, or the V&H coordinates associated with the originating and terminating POP. The type of access determines which V&H coordinates are used.

If a call is originated or terminated via Switched Access, the distance is measured using the V&H coordinates associated with the Rate Centers of the originating or terminating station. If the call is originated or terminated via Dedicated Access, the distance is measured using the V&H coordinates associated with the originating or terminating POP.

The rate for a call between access lines associated with stations that use the same central office is the rate for zero miles.

**3.8 Determination of Airline Mileage**

Calculation of distance is in accordance with the V&H coordinate system. The airline mileage between Rate Centers is determined by applying the formula below to the V&H coordinates associated with the Rate Centers involved. The Company uses the Rate Centers and associated V&H coordinates that are produced by Bell Communications Research in its NPA-NXX V&H Coordinates Tape and in NECA Tariff No. 4.

FORMULA:

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

**3.9 3.9 Minimum Call Completion Rate**

A Customer can expect a call completion rate of not less than 90% during peak use periods for all Feature Group D Services (1+ dialing).

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**SECTION 4 - RATES AND CHARGES**

**4.1 Speer Long Distance Services**

**4.1.1 Speer 1+**

The rate per minute is \$.25.

**4.1.2 Speer 800**

The rate per minute is \$.30.

**4.1.3 Speer Corporate Calling Card**

The rate per minute is \$.25.

**SECTION 4 - RATES AND CHARGES**

4.2 Prepaid Calling Cards

4.2.1 Speer Best Rate Prepaid Calling Card 1

(A) Option U

The rate per unit is as follows:

Annual Usage Commitment	Rate Per Unit
less than 250,000 Units	\$0.40
250,000 to less than 500,000 units	\$0.33
500,000 to less than 1,000,000 units	\$0.30
1,000,000 to 5,000,000 units	\$0.28
more than 5,000,000 units	\$0.25

(B) Option D

The rate per minute is as follows:

Annual Usage Commitment	Rate Per Minute
less than 250,000 minutes	\$0.40
250,000 to less than 500,000 minutes	\$0.33
500,000 to less than 1,000,000 minutes	\$0.30
1,000,000 to less than 5,000,000 minutes	\$0.28
more than 5,000,000 minutes	\$0.25

4.2.2 Speer Private Label Prepaid Calling Card

The rate is \$.25 per minute.

**SECTION 4 - RATES AND CHARGES**

**4.3 Speer Audioconferencing Service**

**4.3.1 Application of Charges**

There are two rate elements for Speer Audioconferencing Service. They are usage rates and set-up charges. The per minute usage rates set forth in Section 4.3.2 of this Tariff apply when all legs of a conference call originate and terminate within the State. The usage rates are per minute per Site.

**4.3.2 Usage Rates**

**(A) Automated**

	Initial 1 Minute or Fraction	Additional 1 Minute or Fraction
Call-In	\$ .45	\$ .45
800/888 Call-In	\$ .65	\$ .65

**(B) Standard**

	Initial 1 Minute or Fraction	Additional 1 Minute or Fraction
Call-In	\$ .45	\$ .45
800/888 Call-In	\$ .65	\$ .65
Call-Out	\$ .65	\$ .65

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**SECTION 4 - RATES AND CHARGES**

4.3 Speer Audioconferencing (continued)

4.3.2 Usage Rates (continued)

(C) Premium

	Initial 1 Minute or Fraction	Additional 1 Minute or Fraction
Call-In	\$ .55	\$ .55
800/888 Call-In	\$ .85	\$ .85
Call-Out	\$ .85	\$ .85

4.3.2 Set-up Charge

The set-up charge is \$5.00 per site per call.

---

**SECTION 4 - RATES AND CHARGES**

**4.4 Directory Assistance Services**

Direct dialed calls to directory assistance will be billed at \$.75 per call.

**4.5 Exemptions and Special Rates**

**4.5.1 Discounts for Hearing Impaired Customers**

Pursuant to Section 25-4.079 (4) of the IXC Rules For Special Rates For Handicapped Customers, a telephone toll message which is communicated using a telecommunications devise for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll charges placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to a 5% discount on dialed calls using Services which have no time-of-day pricing element. Those dialed calls using a Service which have a time-of-day pricing element will receive a credit on a subsequent bill equal to applying the evening rate for calls placed during the daytime rate period and the night rates for evening and night calls.

Pursuant to Section 25-4.160 (1) of the IXC Rules For Special Rates For Handicapped Customers, a telephone toll message placed via the relay service will receive a discount of fifty (50) percent of the time-sensitive element of the call. If either party is both hearing and visually impaired, the discount will be sixty (60) percent of the time-sensitive element of the call. The discounts do not apply to per call charges such as calling card surcharges.

**4.5.2 Directory Assistance for Handicapped Person**

Pursuant to Section 25-4.115 (3) (a) of the IXC Rules For Special Rates For Handicapped Customers, there will be no charge for up to fifty (50) calls per billing cycle from lines or trunks servicing individuals with disabilities.

---

**SECTION 4 - RATES AND CHARGES**

**4.6 Virtual Office Services**

**4.6.1 Virtual Office Prepaid Calling Card**

The rate is \$0.149 per minute. For Conference Calling, the rate is \$0.149 per minute per leg for up to three participants. Beyond three Participants, a Conference bridge must be employed and the rates are the same as shown in Section 4.3 of this Tariff.

**4.6.2 Virtual Office 1+**

The rate is \$0.150 per minute.

**4.6.3 Virtual Office 800**

The rate is \$0.150 per minute.

**4.7 Miscellaneous Charges**

**4.7.1 Payphone Surcharge**

Pursuant to the FCC's Order in CC Docket 96-128, this surcharge applies only to dial-around calls, i.e., calls originating using a carrier's access code, a Customer's 800 and other toll-free numbers and debit card calls, from payphone instruments. This surcharge does not apply for 0+ call for which the payphone provider would otherwise receive compensation. The Customer shall pay the Company a per call surcharge of \$0.35 per call for all such traffic.

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**PROMOTIONS**

**5.1 Promotions**

From time-to-time, the Company may offer special promotions to its Customers waiving certain charges, offering Service(s) at special rates, and/or offering promotional discounts. The Company will notify the Commission of the rates, charges, and terms and conditions of any promotion in this Tariff.

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Issued: February 18, 1999

Effective:

Lee Provow, President  
3201 Dickerson Pike, Nashville, Tennessee 37207

## **ATTACHMENT D**

### **PROPOSED TARIFF**

**This tariff mirrors that of Speer Virtual Media, Ltd. except for the name of the company and the president.**

# **ATTACHMENT E**

## **STATEMENT ON TRANSFER** **OF** **CERTIFICATE & CONTROL**

Speer Virtual Media, Ltd. ("SVM"); Speer Communications Virtual Media, Inc. ("SCVM"), and Precision Systems, Inc. ("PSI") (collectively the "Applicants"), respectfully request the Florida Public Service Commission ("Commission") grant approval of this Joint Application to transfer the Certificate of Public Convenience and Necessity ("Certificate") from SVM to SCVM, and the transfer the control of SCVM to PSI (collectively the "Transactions").

The Transactions are part of an agreement (the "Agreement") between privately-held companies, including SVM, that are controlled by Roy M. Speer, and PSI, a public corporation. Roy M. Speer companies currently control SVM, and through it control SCVM. After the proposed Agreement is consummated, PSI will control SCVM but Roy M. Speer, through the various Speer companies, will control PSI. Therefore, while these transactions contemplate a technical change of control of SCVM from SVM to PSI, there will not be a change in control in any practical sense. Since companies controlled by Roy M. Speer will hold the majority of PSI's common stock upon consummation of the Agreement, the ultimate control of SCVM will still reside with Roy M. Speer. SVM, SCVM, and PSI therefore notify the Commission of, and to the extent required, seek Commission approval of, the proposed Transactions described herein. SVM and PSI currently are not affiliated with each other.

The Applicants submit the following information in support of this Application:

SVM is a limited partnership with its principal offices located at 3201 Dickerson Pike, Nashville, Tennessee 37207. SVM received authority to provide intrastate interexchange service on November 4, 1997 in Docket No. 970698-TI, PSC-97-1247-FOF-TI.

SCVM is a corporation organized under the laws of Delaware with its principal place of business at 3201 Dickerson Pike, Nashville, Tennessee 37207. SCVM, a wholly owned subsidiary of SVM, will become the telecommunications arm of SVM assuming full responsibility for all existing communications functions and assets. The Petitioners expect to consummate the Transactions by January 31, 1999, subject to the approval of the PSI shareholders, the Securities and Exchange Commission, the approval of various state authorities, and satisfaction of other customary conditions.

PSI is a Delaware corporation with its principal place of business at 11800 30th Court North, St. Petersburg, Florida 33716. PSI's stock is publicly traded on the NASDAQ Exchange. PSI is a global company that, together with its subsidiaries, Vicorp N.V. ("Vicorp") and BFD Productions, Inc. ("BFD") delivers telecommunications solutions to service providers and corporations. Vicorp's software and hardware products support enhanced calling and prepaid services, toll-free services, and advanced call center applications. BFD is a service bureau specializing in audiotext and Internet applications. PSI has customers in more than thirty (30) countries.

For the Commission's reference, the pre-transfer and the post-transfer organizational charts are attached at Attachment F.

Upon consummation of the transfer of control described herein, the Joint Applicants expect that for the foreseeable future SCVM, as a member of the Speer companies, will continue to provide high quality, affordable telecommunications services to the public. As such, the Transactions will not in any way disrupt service or cause inconvenience or confusion to the customers. Indeed, the Transactions will be virtually seamless to customers in terms of the services they currently receive, but it will make additional products and services available to both Speer's and PSI's customers throughout the country, including customers in Florida.

SCVM's tariff mirrors SVM's tariff currently on file with the Commission and any subsequent amendments thereto. Therefore, there will be no changes in the services, rates, and charges for customers.

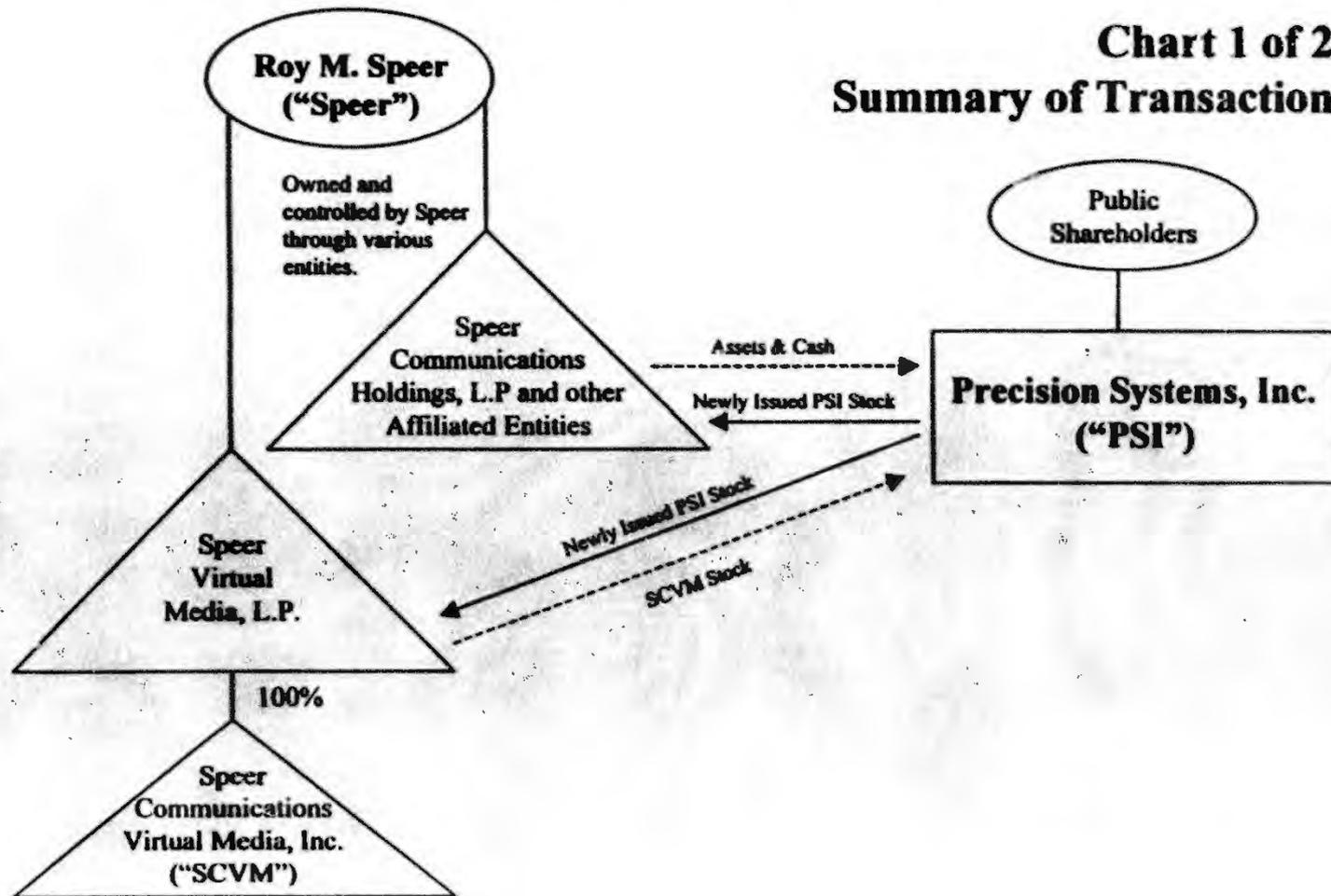
**ATTACHMENT F**

**PRE-TRANSFER & POST-TRANSFER**

**ORGANIZATIONAL CHARTS**

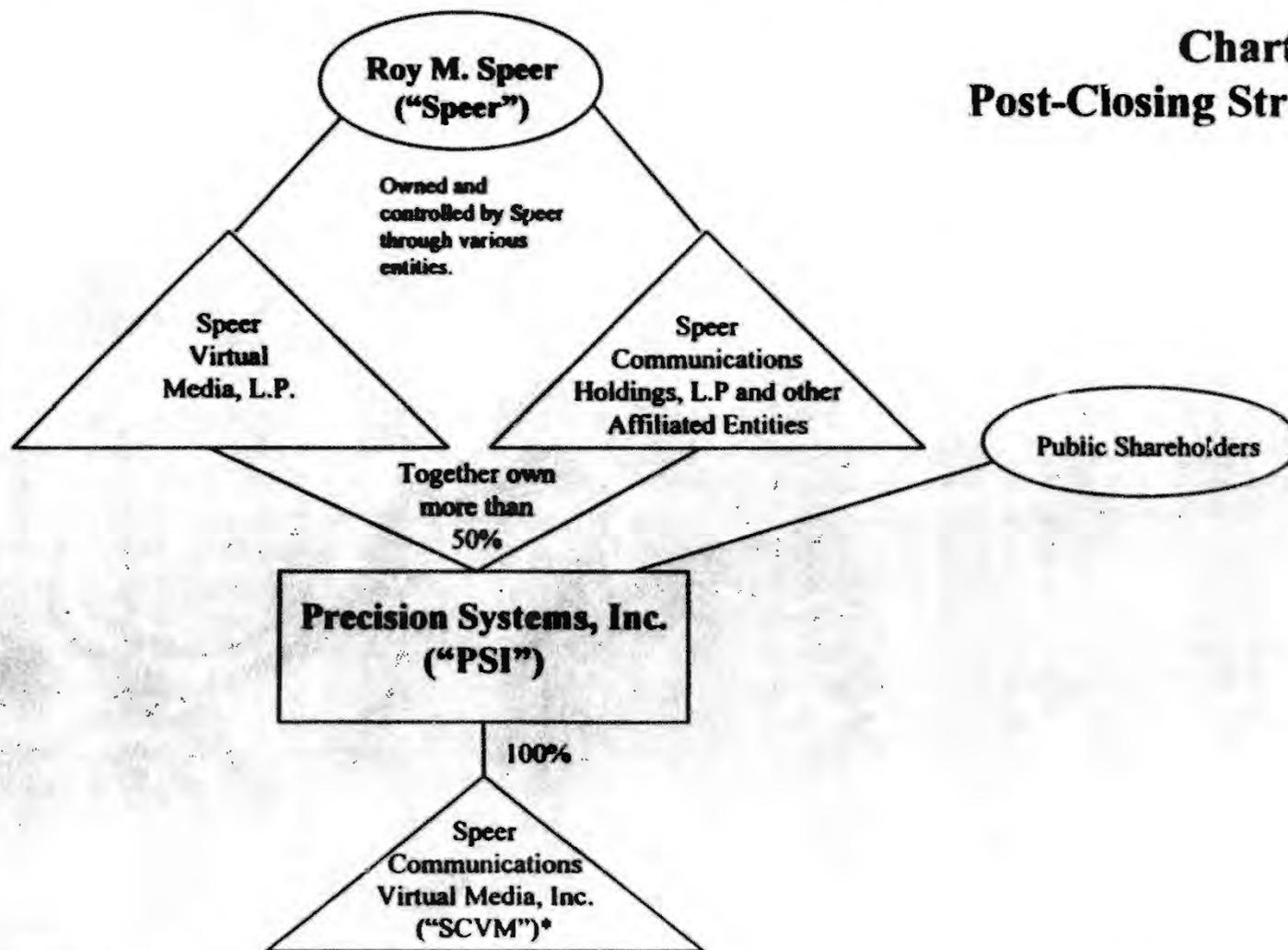
# Proposed Acquisition of Precision Systems, Inc. by Certain Entities Owned and Controlled by Roy M. Speer

Chart 1 of 2  
Summary of Transaction



# Proposed Acquisition of Precision Systems, Inc. by Certain Entities Owned and Controlled by Roy M. Speer

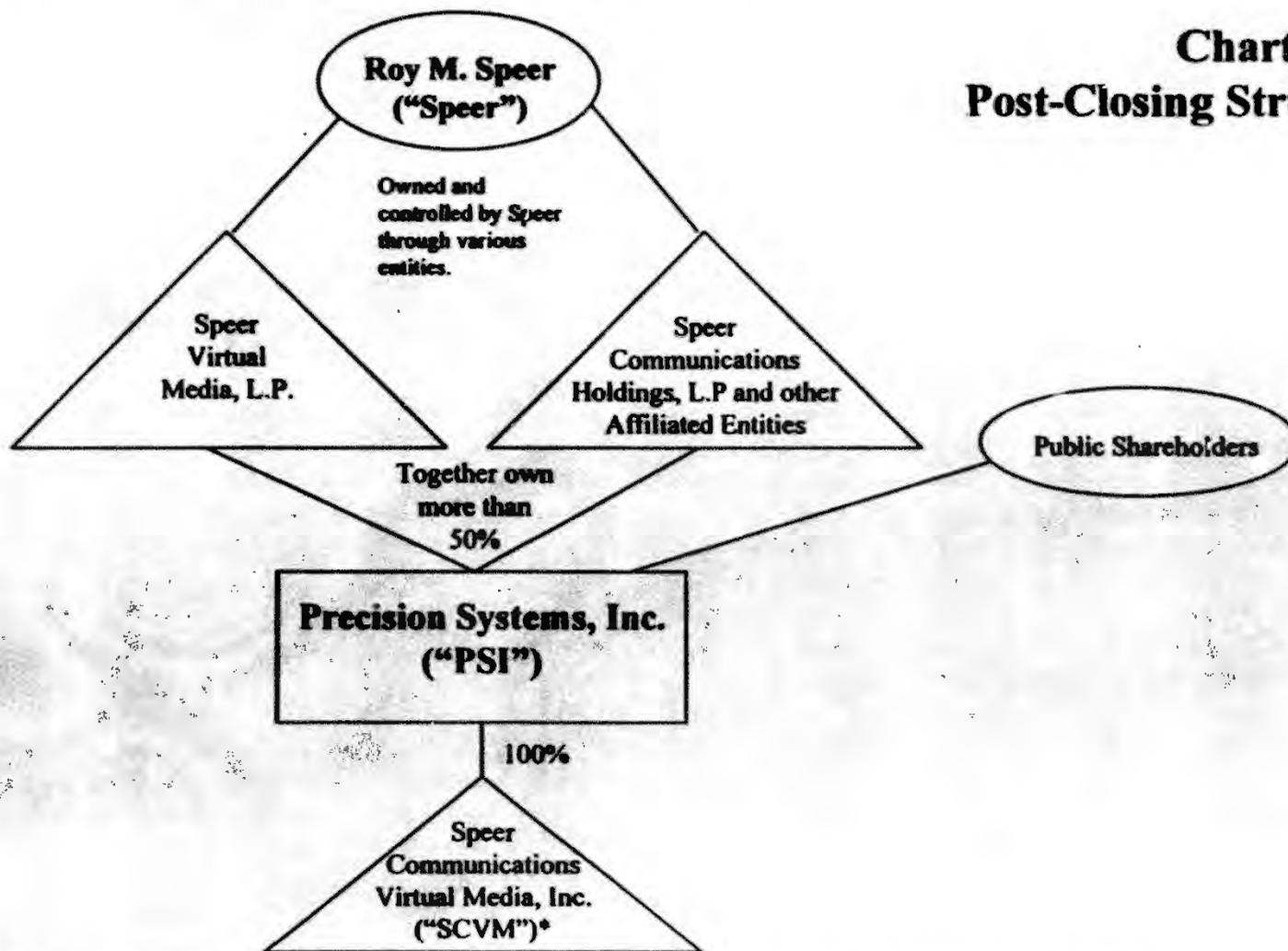
Chart 2 of 2  
Post-Closing Structure



\* Thus, both before and after the transaction, the state certifications will be held by a Speer entity owned and controlled by Speer.

# Proposed Acquisition of Precision Systems, Inc. by Certain Entities Owned and Controlled by Roy M. Speer

Chart 2 of 2  
Post-Closing Structure



\* Thus, both before and after the transaction, the state certifications will be held by a Speer entity owned and controlled by Speer.

# Visiology, Inc.

Todd H. Lowe (205) 330-1701  
Barbara L. Lowe (205) 330-1702  
Bobbi Ferguson (205) 330-1703  
FAX (205) 330-1705

February 18, 1998

Mr. Walter D'Haeseleer  
Florida Public Service Commission  
Division of Records and Reporting  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399

DEPOSIT  
D090 \*

DATE  
FEB 22 1998

RE: Joint Application of Speer Communications Virtual Media, Inc., Speer Virtual Media, Ltd., and Precision Systems, Inc. For Corporate Reorganization and Restructuring

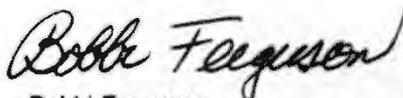
Dear Mr. D'Haeseleer:

Pursuant to Section 25-24.473 and 25-9.044 of Chapter 25 of the Rules of the Florida Public Service Commission ("Commission") we've enclosed the original and twelve (12) copies of the Joint Application of Speer Virtual Media, Ltd., Speer Communications Virtual Media, Inc. and Precision Systems, Inc. for an order granting:

1. the transfer of the Certificate of Public Convenience and Necessity ("Certificate") for authority to provide interexchange telecommunications service within the state of Florida from Speer Virtual Media, Ltd. to Speer Communications Virtual Media, Inc.
2. the transfer of control of Speer Communications Virtual Media, Inc. to Precision Systems, Inc. as part of an agreement between the Speer companies and Precision Systems, Inc.
3. adoption of the tariff of Speer Virtual Media, Ltd. by Speer Communications Virtual Media, Inc.

If there are any questions regarding this Joint Application, please contact the undersigned at (205) 330-1703. A check to cover the filing fee of \$250 is enclosed. So that our records will be complete, I would appreciate it if you would please date-stamp the extra copy of this transmittal letter and mail it to me in the envelope provided. Thank you for your assistance in this matter.

Sincerely,



Bobbi Ferguson  
Consultant to  
Speer Virtual Media, Ltd.  
Speer Communications Virtual Media, Inc.  
Precision Systems, Inc.

Check received with filing and  
for deposit.  
of check  
to  
Indicate person who forwarded check:  


Enclosures

# Visiology, Inc.

Todd H. Lowe (205) 330-1701  
Barbara L. Lowe (205) 330-1702  
Bobbi Ferguson (205) 330-1703  
FAX (205) 330-1706

February 18, 1998

Mr. Walter D'Haeseleer  
Florida Public Service Commission  
Division of Records and Reporting  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399

DEPOSIT  
D O 9 0

DATE  
FEB 22 1999

RE: Joint Application of Speer Communications Virtual Media, Inc., Speer Virtual Media, Ltd., and Precision Systems, Inc. For Corporate Reorganization and Restructuring

Dear Mr. D'Haeseleer:

Pursuant to Section 25-24.473 and 25-9.044 of Chapter 25 of the Rules of the Florida Public Service Commission ("Commission") we've enclosed the original and twelve (12) copies of the Joint Application of Speer Virtual Media, Ltd., Speer Communications Virtual Media, Inc. and Precision Systems, Inc. for an order granting:

1. the transfer of the Certificate of Public Convenience and Necessity ("Certificate") for authority to provide interexchange telecommunications service within the state of Florida from Speer Virtual Media, Ltd. to Speer Communications Virtual Media, Inc.
2. the transfer of control of Speer Communications Virtual Media, Inc. to Precision Systems, Inc. as part of an agreement between the Speer companies and Precision Systems, Inc.
3. adoption of the tariff of Speer Virtual Media, Ltd. by Speer Communications Virtual Media, Inc.

If there are any questions regarding this Joint Application, please contact the undersigned at (205) 330-1703. A check to cover the filing fee of \$250 is enclosed. So that our records will be complete, I would appreciate it if you would please date-stamp the extra copy of this transmittal letter and mail it to me in the envelope provided. Thank you for your assistance in this matter.

Sincerely,

1-800-AMSOUTH

VISIOLOGY, INC.  
16061 Camel Bay Drive  
Northport, AL 35475

4469

61-01/020

DATE 2/19/99

PAY TO THE ORDER OF Florida Public Service Comm. \$ 250.00

two hundred and fifty dollars <sup>00</sup>/<sub>100</sub> DOLLARS

AMSOUTH BANK  
THE RELATIONSHIP PEOPLE

FOR SUM/SCUM/PSI

Barbara L. Lowe

void with filing and  
for deposit.  
of check

person who forwarded check: