

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

Initials of person who forwarded on

[Handwritten initials]

CR # 1193
CK # 1194

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

DIVISION OF TELECOMMUNICATIONS
BUREAU OF CERTIFICATION AND SERVICE EVALUATION

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

000394-TI

Instructions

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

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

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

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

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

04107 APR-38

RECEIVED
FLORIDA PUBLIC SERVICE COMMISSION
00 APR -3 10:40
MAIL ROOM

1. This is an application for \checkmark (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:

SATCOM COMMUNICATION CORPORATION

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

SATCOM COMMUNICATION

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

36315 Calhoun Rd

Eustis Florida 32736

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

36315 Calhoun Rd

Eustis Florida 32736

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

8. **If individual**, provide:

Name: N/A

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:**
P99000101991

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

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

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:** 900059900302

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.

Name: N/A

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

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

(a) The Florida registration number: N/A

15. Provide **F.E.I. Number** (if applicable): 593615597

16. Provide the following (if applicable):

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

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

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

(c) How is this information provided?

17. Who will receive the bills for your service?

Residential Customers
 PATs providers
 Hotels & motels

Business Customers
 PATs station end-users
 Hotel & motel guests

Universities Universities dormitory residents
() Other: (specify) _____

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

(a) The application:

Name: HAROLD ANDREW SQUIRES

Title: Chief Executive Officer

Address: 36315 Calhoun Rd.

City/State/Zip: Eustis Florida 32736

Telephone No.: 352 483 3517 Fax No.: 352 483 1304

Internet E-Mail Address: ASQUI2@prodigy.net

Internet Website Address: Satcomcc.com

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

Name: HAROLD ANDREW SQUIRES

Title: Chief Executive Officer

Address: 36315 Calhoun Rd.

City/State/Zip: Eustis Florida 32736

Telephone No.: 352-483 3517 Fax No.: 352-483 1304

Internet E-Mail Address: ASQUI2@prodigy.net

Internet Website Address: Satcomcc.com

(c) Complaints/Inquiries from customers:

Name: Daniel Lapointe

Title: Vice-President

Address: 710 E. Central Blvd
City/State/Zip: Orlando Florida 32801
Telephone No.: 407 421 4883 Fax No.: 407 422 6989
Internet E-Mail Address: Mirprojects @ AOL.com
Internet Website Address: Satcomcc.com

19. 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.

None, other than Florida

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

None

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

None

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

None

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

None

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

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

Harold Andrew Squires, Chief Executive Officer, was adjudged bankrupt in 1990. This has since been discharged. Circumstances: In 1988 Home Federal Savings FAILED. My wife was a Systems Analyst and lost employment as a result.

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

None

21. The applicant will provide the following interexchange carrier services (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

I. **Services included are:**

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

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

23. Submit the following:

A. **Financial capability.**

The application **should contain** the applicant's audited financial statements for the most recent 3 years. If the applicant does not have audited financial statements, it shall so be stated.

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. *See Attached*

2. **A written explanation** that the applicant has sufficient financial capability to maintain the requested service. *See Attached*

3. **A written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations. *See Attached*

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

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 Attached Profiles*

**** 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

[Handwritten Signature]

Date

3 - 24 - 00

Title

Chief Executive Officer

Telephone No.
352 483 3517

Address: 36315 Calhoun Rd.

Fax No.
352 483 1304

Eustis Florida 32736

ATTACHMENTS:

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

CERTIFICATE TRANSFER, OR ASSIGNMENT STATEMENT

I, (Name) N/A _____;

(Title) _____ of

(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

Date

Title

Telephone No.

Address: _____

Fax No.

**** APPENDIX B ****

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

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

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

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

UTILITY OFFICIAL:

Signature	<u><i>[Signature]</i></u>	Date	<u>3-24-00</u>
Title	<u>Chief Executive Officer</u>	Telephone No.	<u>352 483 3517</u>
Address:	<u>36315 Calhoun Rd.</u>	Fax No.	<u>352 483 1304</u>
	<u>Gustis Florida 32736</u>		

An Escrow Account will be established for the purpose of depositing clients' deposits and advance payments.

**** APPENDIX C ****

CURRENT FLORIDA INTRASTATE SERVICES

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

If the answer is has, fully describe the following:

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

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

UTILITY OFFICIAL:

Signature

[Handwritten Signature]

Date

3-24-00

Title

Chief Executive Officer

Telephone No.

352 483 3517

Address:

36315 Calhoun Rd.
Gustis Florida 32736

Fax No.


352 483 1304

AFFIDAVIT

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

Further, I am aware that, pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083."

UTILITY OFFICIAL:

Signature		Date	3-24-00
Title	Chief Executive Officer	Telephone No.	352 483 3517
Address:	36315 Calhoun Rd	Fax No.	352 483 1304
	Gustis, Florida 32736		

03/24/00

SATCOM COMMUNICATION CORPORATION
Balance Sheet
As of March 24, 2000

	<u>Mar 24, '00</u>
ASSETS	
Current Assets	
Checking/Savings	
Huntington Bank	17,500.00
Total Checking/Savings	<u>17,500.00</u>
Total Current Assets	17,500.00
Other Assets	
Equipment	7,000.00
Total Other Assets	<u>7,000.00</u>
TOTAL ASSETS	<u><u>24,500.00</u></u>
LIABILITIES & EQUITY	
Equity	
Opening Bal Equity	17,500.00
Paid in Capital	7,976.50
Net Income	-976.50
Total Equity	<u>24,500.00</u>
TOTAL LIABILITIES & EQ...	<u><u>24,500.00</u></u>

03/27/00

SATCOM COMMUNICATION CORPORATION
Transaction Detail by Account
 January 1 through March 24, 2000

Type	Date	Num	Name	Amount
Huntington Bank				
Check	1/3/00	1	Postmaster	-30.00
Check	1/3/00	4	Department of S...	-376.50
Deposit	1/3/00			7,976.50
Check	1/18/00	2	MCI	-300.00
Check	1/18/00	6	Damark Corpora...	-4,000.00
Check	1/18/00	7	Prodigy	-70.00
Check	1/21/00	3	Cash	-200.00
Check	1/27/00	5	Computer Wareh...	-3,000.00
Deposit	2/17/00			17,500.00
Total Huntington Bank				17,500.00
Equipment				
Check	1/18/00	6	Damark Corpora...	4,000.00
Check	1/27/00	5	Computer Wareh...	3,000.00
Total Equipment				7,000.00
Opening Bal Equity				
Deposit	2/17/00		Marlon Squires	-3,500.00
Deposit	2/17/00		Harold A. Squires	-14,000.00
Total Opening Bal Equity				-17,500.00
Paid in Capital				
Deposit	1/3/00		Harold A. Squires	-7,976.50
Total Paid in Capital				-7,976.50
Licenses and Permits				
Check	1/3/00	4	Department of S...	376.50
Total Licenses and Permits				376.50
Postage and Delivery				
Check	1/3/00	1	Postmaster	30.00
Total Postage and Delivery				30.00
Telephone				
Check	1/18/00	2	MCI	300.00
Check	1/18/00	7	Prodigy	70.00
Total Telephone				370.00
Travel & Ent				
Travel				
Check	1/21/00	3	Cash	200.00
Total Travel				200.00

SATCOM COMMUNICATION CORPORATION
 PROJECTED INCOME STATEMENT
 As at March 24, 2000

Gross Revenue		2,096,640
Cost of Sales:		
Direct labor	<u>62,899</u>	<u>62,899</u>
Gross profit		2,033,741
Selling expense:		
Sales salary & commission	21,306	
Advertising	30,000	
Miscellaneous selling expenses	<u>4,500</u>	
Total selling expense		55,806
General & administrative expense:		
Officers salaries	85,000	
Office salary	18,000	
Office supplies	25,000	
Insurance	39,000	
Equipment repairs and Maintenance	10,000	
Postage & delivery	8,000	
Electricity	55,000	
Franchise fees	38,000	
Rent	25,000	
Miscellaneous	<u>10,000</u>	
Total general & administrative Expense		<u>313,000</u>
Income (loss) before taxes		1,664,935
Income taxes:		
Federal & State		<u>665,974</u>
Net Income (loss)		<u><u>998,961</u></u>

(Unaudited)

Notes to Financial Statement:

SATCOM Communication Corporation, proposed start-up date will be June 1st, 2000.

All Balance Sheet items, are actual Assets and Stockholders Equity that the corporation now owns. These amounts are expected to increase before the proposed start-up date.

The projected Income Statement is based on today's market. At this time our overhead is calculated as a percentage of our gross profit.

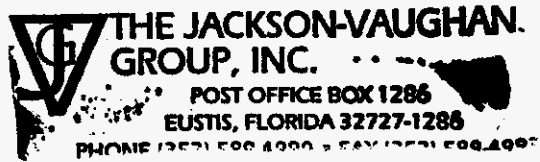
Gross revenue was calculated on our sales team guarantee of four (4) customers per day, per representative. There will be four (4) representative operating within a six (6) day workweek. Based on an average consumer long distant bill of \$100.00 per month and local toll call of \$75.00 per month for one year. SATCOM Corporation intake of this total will be 20% which is \$2,096,640.00.

PREPARER ATTESTATION

I attest that all information contained in the enclosed Balance sheet and projected Income Statement was furnished by:

 Harold Squires, C.E.O.
Name(s) of officer(s) who provided financial statement information

The above attestation is true and correct to the best of my knowledge.



PREPARER'S SIGNATURE: _____

Date: March 24, 2000

Explanation of Financial and Technical Capability

The directors of SATCOM Communication Corporation will provide the necessary financing for the requested services from their present income and savings. In addition, the officers will pledge additional financial assets if it becomes necessary.

The Chief Executive Officer has made available personal financial resources which will be used as needed, for maintenance.

The Chief Executive Officer has designated a portion of his personal property located at 36315 Calhoun Rd., Eustis, Florida, to be used as office space. This facility will be used as the company's office location for the first 6 to 12 months of operation.

Management profiles provided herein reflect sufficient technical capability to establish the company. Additional technical resources are available from outside sources as needed. SATCOM Communication will not be launched with an immediate need for technical maintenance. All technical maintenance will be handled by the local and long distance carriers.

MARLON ANTHONY SQUIRES

2432 Little Current Drive, #3223, Herndon, Virginia, 20170.

Marlon Squires is the President and a co-founder of SATCOM Communication Corporation. Mr. Squires brings to the company over 19 years of professional experience in the telecommunications industry. His experience includes:

- **Manager of Provisioning Department and Credit Department with OnePoint Telecommunications. Analyzes new service requests for potential clients. Investigate, trouble-shoot and resolve line problems in tandem with RBOC. Proficient in use of ILEC, CLEC, IXC systems.**
- **Manager, Commercial Markets and Business Network Services with AT&T. Sold and configured technical services such as TI 5, Data, Wats, 800 numbers, Customnet & Bundled Services.**
- **Coordinated the opening two business sales offices for AT&T where he trained office personnel specializing in protecting and increasing business. Proficient in the use of CICS, RAMP, RMMS, TREASURY telecommunication systems, RBOC and CSG Billing Systems.**
- **Managerial expertise in Finance, Communication Industry Sales, Operator Services, Directory Assistance, Forecasting and Project Management.**

Mr. Squires acquired his higher education at University of Phoenix where he obtained a Bachelor of Business Administration.

DANIEL LAPOINTE

710 E. Central Blvd., Orlando, Florida, 32801

Daniel LaPointe is the Vice President and a co-founder of SATCOM Communication Corporation. He was born in Quebec, Canada. He moved to Switzerland at the age of 15 years where he acquired his higher education in Switzerland and France. Daniel is fluent in several languages which include, French, Spanish, Italian, and English.

His professional experience include:

- CEO and Owner of Canadian Muffin, Inc. (Lausaune, Switzerland)
- Proprietor of Creative Design by Diana, Mexico City, Mexico
- Partner and Manager of Art of Leather, Inc., - Amsterdam, Holland
- CEO and Founder of MIR Projects Corporation, - Orlando, Florida

Daniel brings a wealth of international business experience to SATCOM Communication Corporation. He is a great asset in the area of projected international expansion.

HAROLD ANDREW SQUIRES

36315 Calhoun Road, Eustis, Florida 32736.

Harold Squires is the Chief Executive Officer and a co-founder of SATCOM Communication Corporation. He has over 25 years of management and technical experience cultivated while holding several related positions including:

- **Manager, Pantry Corporation, Inc., Jacksonville, Florida.**
- **Customer Service Engineer, and Branch Service Manager - Xerox Corporation, San Diego, California.**
- **Technical Manager - Xerox Corporation, Port-of-Spain, Trinidad, in charge of all English speaking countries in the Caribbean and South America.**
- **Technical Director - TRIMARG S.A.R.L., Martinique, French West Indies, in charge of the French-speaking territories in the Caribbean and South America.**
- **Overseas Director - UNICASA Shipping and Trading, Inc., with offices located in the Caribbean, South America and Florida.**

Mr. Squires began his undergraduate studies with Cambridge University, London (UK). He later graduated with a Bachelor of Business Administration, and Cum Laude honors at National University, San Diego, California. Mr. Squires is bi-lingual: English and French.

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

of

SATCOM Communication Corporation

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by SATCOM Communication Corporation, with principal offices at 36315 Calhoun Road, Eustis, FL 32736. This tariff applies for services furnished within the state of Florida. This tariff is on file with the Florida Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

ISSUED: March 24, 2000

By:

EFFECTIVE:

Harold A. Squires, CEO
36315 Calhoun Road
Eustis, FL 32736

CHECK SHEET

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

SHEET	REVISION
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
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11	Original
12	Original
13	Original
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23	Original
24	Original
25	Original
26	Original
27	Original
28	Original
29	Original

ISSUED: March 24, 2000
By:

EFFECTIVE:

Harold A. Squires, CEO
36315 Calhoun Road
Eustis, FL 32736

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ISSUED: March 24, 2000

By:

EFFECTIVE:

Harold A. Squires, CEO
36315 Calhoun Road
Eustis, FL 32736

SYMBOLS SHEET

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

- D - Delete Or Discontinue
- I - Change Resulting in an Increase to a Customer's Bill
- M - Moved from Another Tariff Location
- N - New
- R - Change Resulting in a Reduction to a Customer's Bill
- T - Change in Text or Regulation but No Change in Rate or Charge

ISSUED: March 24, 2000
By:

EFFECTIVE:

Harold A. Squires, CEO
36315 Calhoun Road
Eustis, FL 32736

TARIFF FORMAT SHEETS

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the right corner of each page. These numbers are used to determine the most current sheet version on file with the F.P.S.C. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the F.P.S.C. follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** - There are eight levels of paragraph coding. Each level is subservient to its next higher level:
- 1.
 - 1.1.
 - 1.1.1.
 - 1.1.1.A.
 - 1.1.1.A.1)
 - 1.1.1.A.1).(a)
 - 1.1.1.A.1).(a).(I)
 - 1.1.1.A.1).(a).(I).(1).
- D. **Check Sheets** - When a tariff filing is made with the F.P.S.C., an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with the cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the F.P.S.C.

ISSUED: March 24, 2000

By:

EFFECTIVE:

Harold A. Squires, CEO
36315 Calhoun Road
Eustis, FL 32736



1- DEFINITIONS, TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the customer's location to the Company's network switching center.

Account Code - An Account code is a numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of service user so it may rate and bill the call. All Account codes shall be the sole property of the company and no Customer shall have any property or other right or interest in the use of any particular Account code.

ALEC - ALEC stands for Alternative Local Exchange Carrier and is any carrier or reseller offering local exchange telecommunications services other than the LEC.

ANI - Automatic Number Identification.

Applicant - Applicant is any entity or individual who applies for service under this Tariff.

Authorization Code - A numerical code, one or more of which are available to a customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the customer for billing purposes.

Blocking - Blocking is a temporary condition that may be initiated by the Company so that the Customer cannot complete a telephone call.

Business Customer - A Business Customer is a Customer whose use of Service is for a business, professional, institutional, or occupational purpose.

Class of Service - The type of calling associated with exchange service, such as measured or message rate or business or residential service.

Company - SATCOM Communication Corporation ("SATCOM Communication").

Customer - The Customer is a person or legal entity which subscribes to the Company's services and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff regulations.

Day - From 8:00 AM up to but not including 5:00 PM local time Sunday through Friday.

Direct Dialed - A Direct Dialed call is a call where the caller places a long distance call outside the caller's local service area without operator's assistance.

DUC - DUC stands for Designated Underlying Carrier.

End User - End User is the person or legal entity that uses the service provided by the Company.

Evening - From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

F.C.C. - F.C.C. stands for Federal Communications Commission.

F.P.S.C. - Refers to the Florida Public Service Commission.

Holidays - The Company's recognized holidays are:

- | | | |
|-----------------------------|------------------|---------------|
| New Year's Day | Independence Day | Memorial Day |
| Martin Luther King, Jr. Day | Labor Day | Christmas Day |
| President's Day | Thanksgiving Day | |

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SECTION 1 - DEFINITIONS, TECHNICAL TERMS AND ABBREVIATIONS continued

Individual Case Basis - A contract service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

IXC - IXC stands for Interexchange Carrier.

LEC - LEC stands for Local Exchange Carrier.

Night/Weekend - From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

Non-Recurring Charges - The one time charges for services or order processing including, but not limited to installations, special fees at time of ordering service.

NPA - Refers to the Numbering Plan Area and is commonly called an area code.

POP - POP is an acronym for Point-of-Presence and is the central office of where the LEC hands off the traffic of the Company's Customers or where the Customer's access facility interconnects with the long distance network.

Presubscription - Presubscription is an arrangement whereby a Customer may select and designate an interexchange carrier that it wishes to use for toll calling.

Promotions - Promotions are offerings of service that may include waivers or reductions in rates, that may be limited in term, dates, times and locations.

Residential Customer - A Residential Customer is a Customer who subscribes to a Service for a non-business, non-trade, or non-professional purpose.

Restriction Service - Restriction services allow Customers to customize the outbound calling capabilities of their lines.

Service - Any or all Services provided pursuant to this Tariff.

Service Charge - Service charges are charges for services performed by the Company with respect to establishment and altering of Customer's lines and associated services and features.

Special Charges - Special charges are administrative fees associated with payment.

State - State refers to the State of Florida.

Terminate - Terminate means to permanently disconnect service.

Underlying Carrier - Underlying Carrier refers to any carrier that provides interexchange services resold by the Company pursuant to this Tariff.

V&H - V&H stands for Vertical and Horizontal.

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2- RULES AND REGULATIONS

2.1 **Limitation on Service**

2.1.1 **Offering of Services**

All services are interexchange service offerings. All outbound services requiring Switched Access to reach long distance network are only available to Customers located in those exchanges which have been converted to equal access. Equal access dialing allows customers to make interexchange service calls on an intraLATA and interLATA basis.

2.1.2 **Availability of Facilities**

Service is offered subject to the availability of facilities, equipment, or systems, including those to be provided by the DUC(s), Company, ALEC(s) or LEC, the Company's ability to fulfill the order, and the provisions of this Tariff. The Company reserves the right, without incurring liability, to limit service to or from any location where the necessary facilities, equipment, systems, and/or switch software are not available or where the Company is unable to fulfil the order.

2.1.3 **Limited Communication**

Facility outages and shortage of facilities provided by the LEC, or DUC, caused by emergency conditions may result in limitation of service. The Company recognizes that underlying carriers may impose such limitation on service and reserves such right on their behalf.

2.1.4 **Third Number Calls**

A third number call is any call charged to a number other than that of the called or calling party. The Company reserves the right to refuse to process a third number call when the Company cannot confirm acceptance of charges at the third number based on characteristics of the originating location.

2.1.5 **Fraudulent or Unlawful Use of Company Services**

In the event the Company learns of actual or possible unauthorized, fraudulent, or unlawful use of any Company services, the Company will make an effort to contact the Customer, but service may be Terminated or Blocked without notice and without liability to the Company. Service may be suspended by the Company without incurring liability by Blocking all traffic or by Blocking traffic to or from certain NPA-NXXs, certain countries, cities, or individual telephone stations for any Service offered under this Tariff. Service will be restored as soon as Company is reasonably satisfied that use of service is not unauthorized, fraudulent, or unlawful and only after accounts have been brought current.

2.1.6 **Liability of the Company for Damages**

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 wilful misconduct, will 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.

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SECTION 2 - RULES AND REGULATIONS continued

2.1.7 Discontinuance of Service for Cause

The Company reserves the right to discontinue service without liability, or to limit the use of service when necessitated by condition beyond the Company's control, when the Customer or End User is using service in violation of the law or in violation of the provision of this Tariff. The Company may discontinue or suspend service under the following conditions:

- A. Abandonment of the service.
- B. Failure of the Customer to provide the Company with reasonable access to its equipment and property.
- C. Failure of the Customer to meet the Company's credit requirements or to make suitable deposit as required by this Tariff.
- D. Impersonation of another with fraudulent intent in application for or use of service.
- E. Non-payment of any sum due for exchange, other services, or long distance after (5) working days' written notice to the Customer.
- F. Use of service in such a way as to impair or interfere with the service of other customers.
- G. Abuse or fraudulent use of service including but not limited to (I) the use of service to transmit a message or to locate a person or otherwise to give or obtain information without payment of the charge applicable for the service; (ii) the obtaining or attempting to obtain, or assisting another to obtain or attempt to obtain, long distance message telephone service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or devise whatsoever, with intent to avoid the payment, on whole or in part, of the regular charge for such service.
- H. Illegal use of service or equipment including, but not limited to (I) use of the service with intent to frighten, abuse, torment, or harass another; (ii) use of foul or profane language; (iii) use of illegal equipment, services, or devices to place calls.
- I. Customer violation or non-compliance with any order, rule or regulation of the Commission or any provision of the Company's Tariff or contract for service between the Company and the Customer after five (5) working days' written notice is given to the Customer.

2.1.8 Recording of Conversations

Recording of telephone conversations of service provided by the Company under this Tariff is prohibited except as authorized by applicable federal, state, and local laws.

2.1.9 With Respect to DUCs

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

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SECTION 2 - RULES AND REGULATIONS continued

2.1.10 Toll Free Number Assignments

The availability of inbound toll free numbers (e.g. 800/888/877) and of any specifically requested toll free number from the Company is limited by the Company's ability to obtain such toll free numbers from the DUC.

The Company will accept a Customer's or Applicant's request for a particular toll free telephone number. The Company will accommodate such requests to the extent possible. No guarantee of the assignment of the toll free telephone number will be made prior to the initiation of Service to the Customer. Assignment of the toll free telephone number to the Customer does not provide the Customer with any ownership interest or proprietary right in that number. However, the Customer does have a controlling interest in its active toll free number. If the Company learns that an Applicant is attempting to sell, barter, trade, or otherwise transfer a toll free number to another person, the Company may refuse to establish or, upon written notice, discontinue service. If a Customer's toll free telephone number is not used by callers other than for test calls to reach the Customer or Customer's designee within (90) days of activation of the toll free number, the Company, may upon written notice, discontinue Service.

2.1.11 Failure to Provide Notice or Insist Upon Compliance

The Company's failure to give notice to default, to enforce or insist upon compliance with any of the terms or conditions herein, to grant a waiver of any term or conditions herein, or to grant the Customer an extension of time for performance, will not constitute the permanent waiver of any such term or condition herein. Each of the provisions will remain, at all time, in full force and in effect until modified in writing, signed by the Company and Customer.

2.2 Limitations of Liability

The Company's liability will be limited to that expressly assumed in Section 2.2 of this Tariff and that arises in connection with the provision of service to the Customer.

2.2.1 Fit for Purpose

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.

2.2.2 Contractors or Agents

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.

2.2.3 Company's Officers

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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EFFECTIVE:

SECTION 2 - RULES AND REGULATIONS continued

2.2.4 Limitations

The Company will not be liable for, and shall be fully indemnified and held harmless by the Customer for:

- A. Any claim, loss, expense or damage for any interruption, delay, error, omission or defect in service, facility or transmission provided under this Tariff, if caused by the ALEC(s), LEC or DUC(s) or any other third party providing a portion of the service, or by an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control, and no event absent a determination of willful misconduct through a judicial or administrative proceeding.
- B. Any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- C. Any damages caused by the fault or 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. 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 toll free inbound numbers (e.g., 800/888/877) by mistake.
- F. Any action, such as Blocking or refusal to accept calls, that the Company deems necessary in order to prevent unauthorized, fraudulent, or 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.
- G. Any claim where the Customer indemnifies the Company pursuant to Section 2.4 of this Tariff.

2.2.5 Liability of the Company

The Company will use its best efforts to provide competent 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 service to its Customers; negligence or defective services to Customers; equipment, computer, network, or electrical malfunctions of any kind, breakdowns, or outages; or any other cause, whether or not within the control of the Company.

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, will 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.

2.2.6 Liability for Message Content

The Company does not undertake to transmit messages but furnishes the use of its service to its Customers for telecommunications. The Company is not liable for the content of Customer messages.

2.2.7 Busy Line Verification and Interruption

In conjunction with the Busy Line Verification and Interrupt Service as described in Section 4, the Company shall not be liable for any claim that may arise from either party to the interrupted call or any person.

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SECTION 2 - RULES AND REGULATIONS continued

2.2.8 Defacement of Premises

The Company or its agents or employees is not liable for any defacement of, or damages to, the customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company or the LEC on such premises or by the installation or removal thereof, when the defacement or damage is not the result of negligence of the Company.

2.3 Use of Service

2.3.1 Availability of Service

The Company's services are available for use twenty-four hours per day, seven days per week.

2.3.2 Allowable Uses

The service offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. The use of service shall be restricted to the Customer, the Customer's employees and representatives in the case of business service, or the Customer, The Customer's household in the case of residential service except as otherwise specified in this Tariff. 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 not permit others to use the service in a manner that could interfere with service provided to others or that could harm the facilities of the ALEC(s), DUC(s), LEC or others and will be liable for reimbursing the Company or LEC, ALEC, or DUC for damages to any facilities or equipment caused by such negligence or willful acts.

Service furnished under this Tariff is intended only for communications in which the Customer has a direct interest and shall not be used for any purpose for which a payment or other compensation shall be received by the Customer for such use or in the collection, transmission or delivery of any communication for others, except as otherwise stated in this Tariff.

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SECTION 2 - RULES AND REGULATIONS continued

2.4 **Obligations of the Customer**

2.4.1 **Indemnification of Company by Customer**

The Customer will indemnify, defend, and hold the Company harmless from and against all claims and liabilities against the Company:

- A. where the Company has stated a limitation of liability in Section 2.2 of this Tariff.
- B. resulting from Customer (or its employee'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 rates, unauthorized or illegal acts, or violation of right to privacy by the Customer, its employees, agents, or independent contractor.
- C. for any personal injury to, or death of, any person or persons, and for any loss, damages or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the provisions of service, whatever shall be the cause and whether negligent or otherwise.
- D. for any and all liability not expressly assumed by the Company in Section 2.2 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 and satisfy all judgments which may be incurred by or rendered against the Company in connection therewith.
- E. for any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted or demanded by third parties directly or indirectly authorized by Customer to use the service.
- F. violation by Customer of any other literary, intellectual, artistic, dramatic, or musical right.
- G. violations by Customer of the right to privacy.

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SECTION 2 - RULES AND REGULATIONS continued

2.4.2 Payment Obligations

The Customer is responsible for payment of all applicable charges pursuant to this Tariff originated at the Customer's number(s), accepted at the Customer's number, or incurred at the specific request of the Customer. The Customer is responsible for paying for all services the Company provides to or from the Customer's number(s), regardless of whether the Customer's facilities were used fraudulently.

The Customer is responsible for payment of all long distance calls originated at the Customer's number(s), terminated on the Customer's toll free number, billed to the Customer's Account code, accepted at the Customer's number, or incurred at the specific request of the Customer. The Customer is responsible for paying for all services the Company provides to or from the Customer's number(s), regardless of whether the Customer's facilities were used fraudulently or used without the Customer's knowledge in full or in part.

The termination or disconnection of service(s) by the Company does not relieve the Customer of any obligation 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.

The Customer will be responsible for the payment of all charges for services provided under this Tariff and for the payment of all excise, sales, use, gross receipts or other taxes that may be levied by a federal, state, or local governing body or bodies applicable to the service(s) furnished under this Tariff unless specified otherwise herein. Also see Section 2.14 of this Tariff for the Customer's obligations concerning taxes.

2.5 Obtaining Service

2.5.1 Application for Service

To obtain service, the Company may require the Customer to provide the Company with a signed letter of agency or third party verified verbal authorization of agency. Upon the Company's acceptance of this proof, all applicable provisions in the Company's Tariff, as amended from time-to-time which are lawfully on file, become the agreement for service between the Company and the Customer. Acceptance or use of service offered by the Company shall be deemed an application for such service and an agreement by the Customer to subscribe to, use, and pay for such service in accordance with the applicable Tariffs of the Company.

Company reserves the right to refuse service to applicants who are known to have been previously terminated by this Company or by LECs or other ALECs within the last twelve (12) months and when the applicant cannot establish credit satisfactory to the Company as given in Section 2.5.2 of this Tariff.

2.5.2 Establishment of Credit

A. Applicant

The Company reserves the right to require all Applicants to establish credit worthiness to the reasonable satisfaction of the Company. Upon receipt of the signed letter of agency or verbal third party verified authorized by the Company, the Applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires.

B. Customer

Under certain conditions 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 under these circumstances.

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SECTION 2 - RULES AND REGULATIONS continued

2.5.3 Customer Deposits

Any Applicant whose credit is not acceptable to the Company as provided in Section 2.5.2 of this Tariff may be required to make a deposit to be held by the Company as a guarantee of payment for service provided under this Tariff. In addition, an existing Customer may be required to make a deposit or to increase a deposit presently held by the Company if re-establishment of credit is not satisfactory subject to Section 2.5.2 of this Tariff. The deposit amount will not exceed one month's average local service bill.

Interest at the rate of 7 percent per annum is allowed to the customer during the continuance of the deposit. Interest on a deposit shall accrue annually credited to the customer by the accrual date. Interest shall not be paid on a deposit for the period following ninety days after discontinuance of service, if during such period the Company has made a reasonable effort to refund the deposit.

The fact that a deposit has been made in no way relieves the applicant or customer from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation or constitutes a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of any sums due the Company.

2.5.4 Advance and Assurance of Payments

Customers and applicants may be required to pay for service charges, installation and non-recurring charges of one month's fixed charge in advance of installation of their service. The amount of any advance payment is credited to the Customer's account and applied to indebtedness for the services ordered once provisioned. Customers may also be required to provide a guarantee of payment in the form of credit card imprint or other such guarantee of payment for future services. The required advance payments or other security may be increased or decreased by the Company as it deems appropriate in the light of changing conditions.

2.5.5 Initial Contract Periods and Termination of Service

A. Initial Contract Period

Except as provided herein, the Initial Contract Period is one month. Service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, with written notification to the Company within a reasonable period in advance of the date of cancellation. Unless otherwise specified herein, for purpose of computing this Tariff, every month is considered to have thirty (30) days. Initial Contract Periods begin on and include the day following the establishment of service.

B. Cancellation of Service

When an application or request for service, including additions and changes is canceled or changed in whole or in part before service is established, the customer may be required to reimburse the Company for all costs incurred in connection with that part of the application or request which is canceled or changed, except as otherwise stated in this Tariff. The charge to the Customer shall not exceed the charges which would have applied to normal establishment of the original order and subsequent cancellation thereof.

Service may be canceled prior to expiration of the Initial Contract Period with written notification from the Customer to the Company within a reasonable period in advance of the date of cancellation. Upon such cancellation, the Customer will be responsible for the payment of all charges up to and including the date of cancellation.

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SECTION 2 - RULES AND REGULATIONS continued

- 2.5.6 **Provision of Ownership of Equipment and Facilities**
Company may use equipment and facilities for provision of services that are furnished in whole or in part by the Company, the LEC, a CLEC or a DUC. Such equipment and facilities located on the premises of a Customer remain the property of the Company, the LEC, a CLEC or a DUC, whose employees or agents acting on behalf of the Company may enter said premises at any reasonable hour to install, repair and inspect equipment and facilities beyond the Network Interface remain the property of the Building Owner or other entity, Agents and employees of the Company may enter the premises at any reasonable hour to install, repair and inspect facilities and equipment beyond the Network Interface up to and including the inside wiring and the jack(s).

Equipment and facilities utilized by the Company for the provision of services, termination of service shall be returned to their owner in good condition, reasonable wear and tear thereof expected. In case of damage, loss or destruction of any aforementioned equipment and facilities, due to the negligence or willful act of the Customer or other Authorized Users, the Customer shall be required to pay the expense incurred by the Company in connection with replacement of the property damaged, lost, stolen or destroyed, or the expense incurred in restoring it to its original condition.

- 2.5.7 **Installation, Maintenance and Repair**
All installation, service and repair expense is borne by the Company except as otherwise specified in this Tariff. The Customer shall not install, disconnect, rearrange, remove or attempt to repair any equipment or facilities furnished by the Company or permit others to do so, except upon the written consent of the Company or as specified in this Tariff.

- 2.5.8 **Non-Routine Establishment of Services**
At the Customer's request, establishment of services may be performed outside the Company's normal business hours and normal work intervals. In such cases, costs may be incurred that would not otherwise have been incurred. The Customer may be required to pay, in addition to the other rates and charges specified in this Tariff, the amount of additional costs incurred by the Company as a result of the Customer's special requests.

2.6 Rendering Bill

- 2.6.1 **General**
The Company uses cycling billing. The billing period is one month. The Company uses direct billing by Company or authorized billing agent. Where billing system allow, Credit Card billing and automatic withdrawal for Customer's checking or savings accounts are available.

- 2.6.2 **Direct Billing By Company Or Authorized Billing Agent**
Bills are sent to the Customer's current billing address no later than sixty (60) days following the close of billing. Call detail is included with the bill. Payment in full is due by the due date disclosed on the bill. Charges are payable only in United States currency. Payment may be made by check, money order, or cashier's check, which should be made payable as named on the bill and are sent to the address as listed on the bill. If the bill is not paid within thirty (30) days from the invoice date, the Company may impose a late charge on the delinquent amount. A late charge of 1.5% per month applies to any past due balance. In instances where a check is returned by the bank and not accepted as payment, the Company may impose a returned check charge of \$25.00.

- 2.6.3 **Returned Check Charge**
A Returned Check Charge is a charge associated with a personal check remitted for payment that is not honored by the bank.

- 2.6.4 **Late Payment Charge**
A Late Payment Charge applies to any unpaid balance carried forward from the monthly bill to the next month's bill, including all charges billed on behalf of other carriers.

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SECTION 2 - RULES AND REGULATIONS continued

2.6.5 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 monthly in accordance with the terms and conditions between the Customer and the Customer's designated Credit Card company. Call detail will not be included in the Credit Card bill. Call detail will be provided by the Company in a separate mailing.

2.6.6 Automatic Withdrawal From Checking or Savings Account

If the Customer utilizes automatic withdrawal, the charges for services provided by the Company are automatically debited to the Customer's designated checking account or savings account. Call detail will be provided by the Company in a separate mailing.

2.7 Dispute Procedures

2.7.1 Inquires and disputes, including billing disputes, will be handled as follows:

- A. The Customer shall pose the inquiry or dispute directly to the Company for resolution. Written communications should be directed to the Company's Customer Service department as per Section 2.8 of this Tariff. All undisputed portions of any outstanding balance due are to be paid while resolution of the inquiry or dispute is pending.
- B. The Company will investigate a Customer inquiry or dispute and report the findings to the Customer.
- C. If the Company finds it's actions to be consistent with this Tariff, the Company will inform the Customer of it's no fault finding and require full payment of any outstanding blance due.
- D. If the Customer is not satisfied with the Company's resolution of an inquiry or dispute, the Customer may refer the matter to the Florida Public Service Commission for final determination.

2.8 Customer Service

The Company maintains a Customer Service Department in Florida exclusively for Customer's questions, requests for service, compliments, complaints and trouble handling. The Company's Customer Service address and toll free number are printed on the Customer's bill. For Customers using Credit Card billing or automatic withdrawal from the checking or savings account, the Company's Customer Service address and toll free numbers are provided with the Customer's call detail. Customer's may contact the Company's Customer Service Department in writing at P.O. Box 940751, Maitland, Florida 32794-0751, or call (800) 483-1304. Customer Service Representativrs are available 9:00 a.m. to 7:00 p.m. (EST) Monday to Friday, 10:00 a.m. to 3:00 p.m. (EST) on Saturday. After hours, Sundays and on holidays, Customers are automatically forwarded to an answering service for Messaging.

Customer Service support for repair services is available twenty-four (24) hours per day, 365 days per year at (800) 483-1304. After hours, trouble management teams will be paged by the answering service for immediate response to reports of trouble and repair needed.

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SECTION 2 - RULES AND REGULATIONS continued

2.9 Timing of Calls

- 2.9.1 Calls are timed by the DUC that carries the call. Conversation time is defined as when two way communications between the calling and called party is possible.
- 2.9.2 On station-to-station calls chargeable time begins when the called station answers and the connection is established between the calling station and the called station, miscellaneous common carrier, mobile radio system, or PBX system. Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 2.9.3 On person-to-person calls, chargeable time begins when connection is established between the calling person and the particular person or station specified or an agreed alternate.
- 2.9.4 Chargeable time ends when either the calling or called party hangs up.
- 2.9.5 A customer can expect a call completion rate of not less than 90% during peak use periods for all FGD services ("1+" dialing).

2.10 Rate Periods

2.10.1 **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.

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

Times Applicable:

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

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SECTION 2 - RULES AND REGULATIONS continued

2.11 Determining Rate In Effect

2.11.1 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.

2.11.2 Multiple Rate Periods

When a call multiple rate periods, it is billed at multiple rate period rates. The time at the beginning of each increment of connection determines the applicable rate period. When a message spans more than one rate period. When a message spans more that 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.

2.11.3 Holiday Rates

Holiday rates apply to the following services:

- None at this time

The term Holiday denotes all the following holidays:

- New Year's Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- Memorial Day

The evening rate applies on a holiday unless a lower rate would normally apply.

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SECTION 2 - RULES AND REGULATIONS continued

2.12 Rounding

For all services, fractions of a billing increment are rounded up to the next higher increment. Calls are measured in sixty (60) second increments. The usage charges for each completed call during a billing month will be computed. If the charge includes a fraction of a cent of \$0.005 or more, the fraction is rounded up to the next higher whole cent. Otherwise, the charge is rounded down to the next lower whole cent.

2.13 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses rate centers that are produced by Bell Communications Research in the NPA-NIX V7H Coordinates Tape and Bell's NECA Tariff No. 4

FORMULA:

The square
root of:

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

2.14 Taxes and Surcharges

2.14.1 Federal, State and Local Taxes and Surcharges

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.

All federal, state, and local taxes, surcharges, and fees (e.g., sales tax, gross receipts tax, municipal utilities tax, etc.) Are listed on the Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff.

2.14.2 Tax Exemption 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 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 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 applicable taxes. The Company 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 continued

2.15 Interruption of Service

2.15.1 Tests and Inspection

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.

2.15.2 With Regard to Unauthorized, Fraudulent, or Unlawful Use

To prevent possible unauthorized, fraudulent, or unlawful use of service, the Company may initiate Blocking all calls to or from certain NPA-NXXs, cities, or individual telephone stations for any service offered by this Tariff. Service will be restored as soon as it can be provided without undue risk and only after accounts have been brought current.

2.16 Termination of Service By Company

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.

2.17 Terminal Equipment

The Company's services may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems such as a telephone set, or 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 his or her 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.

2.18 Credits

2.18.1 Allowance for Interruptions

The Company will take appropriate measures to assure minimal service interruptions. If service is interrupted, appropriate action will be taken to the extent possible to restore service within twenty-four (24) hours following notification by the Customer.

Interruptions of more than twenty-four hours, which are reported to or detected by the Company, and which are not due to willful negligence or willful act of the Customer will be credited to the Customer's account upon the Customer's request at the proportionate monthly charge involved for each twenty-four hours or fraction thereof of the interruption.

2.18.2 Credit for an Incomplete Call

An incomplete call is a call where two-way communication was not possible between the called station and the calling station. When a Customer notifies the Company that the Customer has been inadvertently billed for an incomplete call, the Company will issue credit for the amount of the charge for that call.

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3- DESCRIPTION OF SERVICE

3.1 Outbound Call

3.1.1 General

All outbound Services requiring Switched Access to reach the long distance network are only available to Customers located in those exchanges which have been converted to Equal Access Interexchange call originate and terminate in the State within and/or between LATAs.

3.1.2 Residential Basic Rate Service

Residential Basic Rate Service is an outbound only long distance rate plan available to Residential Customers using Switched Access to reach the long distance network of the DUC. All calls billed in sixty (60) second increments. Residential Basic Rate Service is available to new and existing Residential Customers that (1) use Switched Access to reach the long distance network of the DUC; and (2) commit to a minimum service period of one month. Basic rates are available on direct dialed calls only.

3.1.3 Business Basic Rate Service

Business Basic Rate Service is an outbound only long distance rate plan available to Business Customers using Switched Access to reach the long distance network of the DUC. All calls are billed in sixty (60) second increments. Business Basic Rate Service is available to new and existing Business Customers that (1) use Switched Access to reach the long distance network of the DUC; and (2) commit to a minimum service period of one month. Basic rates are available on direct dialed calls only.

3.2 Inbound Services

3.2.1 General

Inbound calls are originated from any point in the state on any type of access but are terminated via Switched Access lines in the terminating city to the Customer's location only. Inbound Toll Free permits calls to be completed to the Customer's location without charge to the calling party. Access to the service is gained by dialing a ten digit telephone, (e.g., 800/888/877) NIX-XXXX, which terminates at the Customer's location.

3.2.2 Residential Toll Free

Residential Toll Free is an inbound only, long distance pricing plan. Residential Toll Free is available to Residential Customers that utilize Switched Access to reach the long distance network of the DUC. For all calls, the initial and additional periods are billed in increments of one (1) minute. The minimum service period is one month.

3.2.3 Business Toll Free

Business Toll Free is an inbound only, long distance pricing plan. Business Toll Free is available to Business Customers that utilize Switched Access to reach the long distance network of the DUC. For all calls, the initial and additional periods are billed in increments of one (1) minute. The minimum service period is one month.

3.3 Directory Assistance

Intrastate Directory Assistance involves the supplying of assistance in determining or attempting to determine the telephone number of another party located in another area of the state. Directory Assistance is available to any Customer that has access to the directory assistance bureau of the LEC, ALEC or DUC. Person-to-Person and collect calls to Direct Assistance are not permitted.

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SECTION 3 - DESCRIPTION OF SERVICE conmtinued

3.4 **Operator Services**

3.4.1 **Operator Toll Assistance**

- A. Operator Toll Assistance is any variety of telephone service which require the assistance of a long distance operator. There are two categories of operator services calls. They are 0+ calls and 00- calls. A 0+ call is one in which the Customer dials 0+ the called number to complete the call. A 00- call is one in which the Customer dials 00 to reach the long distance operator, and the operator dials the called number to complete the call for the Customer. Customers subscribing to any of the Company's outbound Service offerings using Switched Access to reach the long distance network can reach the operator by dialing 0 plus the called number or by dialing 00.
- B. For all calls, the initial and additional periods are billed in increments of one (1) minute.
- C. There are two rate elements. They are usage charge and surcharge. The operator dialed surcharge applies in addition to all Station-to-Station and Person-to-Person operator service charges when the Customer has the ability to dial all digits necessary for call completion but instead dials 00 to reach the operator to have the operator complete the call. The surcharge will be applied to all operator service calls completed by an operator except for calls which cannot be completed by the Customer due to equipment failure or trouble on the network.
- D. **Call Types**
1. Person-to-Person is a class of Service where the person originating the call specifies to the DUC's operator a particular person, extension number or department to be reached. When the person originating such call agrees to talk to anyone other than the one specified, the classification of the call remains Person-to-Person.
 2. Station-to-Station is class of Service where the person originating the call gives to the DUC's operator the telephone number of the desired station and does not specify a particular person, extension or department to be reached.
 3. Directory assistance, operator assisted/directory assistance call completion refers to:
 - a. A call wherein the LEC, ALEC or DUC operator passes a call through to directory assistance for the caller; or
 - b. A call wherein the LEC, ALEC or DUC operator passes a call through to directory assistance for the caller and stays on the line to complete the call to the caller's final desired destination number.

In either case, the applicable directory assistance surcharge will apply in addition to the applicable operator assisted surcharge.

3.4.2 **Busy Line Verification**

Busy Line Verification provides operator assistance to determine if there is an outgoing conversation at a called station. A surcharge will only apply if an outgoing call is detected.

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SECTION 3 - DESCRIPTION OF SERVICE conmtinued

3.4.3 Busy Line Interrupt

Busy Line interrupt provides operator assistance to interrupt an ongoing conversation to a called station. The charge for Busy Line Interruption applies each time the DUC operator attempts the interruption whether or not the interrupt is successful. The charge for Busy Line Interrupt applies in lieu of the charge for Busy Line Verification.

3.5 Optional Calling Plans

3.5.1 Residential Outbound Service - Option 1

The Company's Residential Outbound Service - Option 1 is an optional rate calling plan for Residential Customers. This rate plan is applicable to the InterLATA portion of the Residential Customer's long distance service and may be selected by the Customer in lieu of the Company's Residential Basic Rate service for InterLATA long distance calls. This optional rate plan is a flat rate offering and consists of a monthly recurring rate and a usage charge. The Residential Outbound Service - Option 1 is available to new and existing Residential Customers.

3.5.2 Residential Outbound Service - Option 2

The Company's Residential Outbound Service - Option 2 is an optional rate calling plan for Residential Customers. This rate plan is applicable to the InterLATA portion of the Residential Customer's long distance service and may be selected by the Customer in lieu of the Company's Residential Basic Rate service for InterLATA long distance calls. This optional rate plan is a flat rate offering. The Residential Outbound Service - Option 2 is available to Customers concurrently subscribing to the Company's Interstate Optional Outbound Rate Service #2 specified in Tariff F.C.C. No. 1.

3.5.3 Residential Outbound Service - Option 3

The Company's Residential Outbound Service - Option 3 is an optional rate calling plan for Residential Customers. This rate plan is applicable to the InterLATA portion of the Residential Customer's long distance service and may be selected by the Customer in lieu of the Company's Residential Basic Rate service for InterLATA long distance calls. This optional rate plan is a flat rate offering. The Residential Outbound Service - Option 3 is available to Customers concurrently subscribing to the Company's Interstate Optional Outbound Rate Service #3 specified in Tariff F.C.C. No. 1.

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4- RATES AND CHARGES

4.1 Outbound Services

4.1.1 Residential Basic Rates
The Rate is .15 cents per minute.

4.1.2 Business Basic Rates
The Rate is .15 cents per minute.

4.1.3 Business Volume Discount

<u>Volume</u>	<u>%Discount</u>
\$0.00 - \$74.99	0
\$75.00 - \$499.99	22
\$500.00 - \$1,999.99	23
\$2,000.00 - \$14,999.99	24
\$5,000.00 & Up	25

There is a \$5.00 per month recurring charge.

Note: Each fractional minute is rounded up to the next 1/10 minute, with a 30 second minimum.

Note: Volume discount will include intra/interstate calls; however, it does not exclude calling card calls.

4.1.4 Peak rate is .25 cents per minute
Off-peak rate is .25 cents per minute

There is a \$10.00 recurring monthly charge.

4.2 Inbound Services

4.2.1 Residential Toll Free (800)
The Rate is .25 cents per minute

4.2.2 Business Toll Free (800)
The Rate is .25 cents per minute

4.2.3 Business Toll Free (800) Volume Discount

<u>Volume</u>	<u>%Discount</u>
\$0.00 - \$99.99	0
\$100.00 - \$499.99	20
\$500.00 - \$1,999.99	23
\$2,000.00 & Up	25

Note: There is a \$10.00 per month monthly service charge

4.2.4 Peak Rate is .22 cents
Off-Peak Rate is .10 cents per minute

There is a \$1.00 monthly service charge.

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SECTION 4 - RATES AND CHARGES continued

4.3 **Directory Assistance**

Direct dialed calls to directory assistance will be billed at \$1.50 per call. Any calls to directory assistance utilizing an operator will be billed the directory assistance charge of \$1.50 plus the applicable call placement charge.

4.3.1 **Operator Assistance Service Usage Rates and Charges**

The flat per minute rates listed below apply 24 hours a day, 7 days per week, for Operator-Assisted Station-to-Station and Person-to-Person call types. All calls are measured and billed in one minute increments; fractional minutes of use are rounded up to the next full minute.

A. **Per Minute Usage Rates:**

MILEAGE	DAY RATE PERIOD		EVENING RATE PERIOD		NIGHT/WEEKEND RATE PERIOD	
	<i>1st Minute</i>	<i>Each Add'l</i>	<i>1st Minute</i>	<i>Each Add'l</i>	<i>1st Minute</i>	<i>Each Add'l</i>
All	\$0.55	\$0.55	\$0.55	\$0.55	\$0.55	\$0.55

B. **Operator Assistance Services and Surcharges:**

The following Operator Assistance Service Charges and Surcharges are applicable to the specified operator assisted calls and are in addition to the per minute usage charges set forth above.

<u>Call Placement Type</u>	<u>Per Call Service Charge</u>
Operator Station-to-Station sent Paid	\$3.45
Operator Station-to-Station sent Collect	\$3.45
Operator Station-to-Station Third Number Billed	\$3.45
Operator Station-to-Station sent Calling Card	\$3.45
Person-to-Person Sent Paid	\$9.95
Person-to-Person Sent Collect	\$9.95
Person-to-Person Sent Third Number Billed	\$9.95
Person-to-Person Sent Calling Card	\$9.95
Busy Line Verification	\$6.50
Busy Line Interruption	\$6.50
Operator Dialed Surcharge	\$1.50
Emergency Interrupt	\$10.00

4.4 **Special Rates for Handicapped**

4.4.1 **Directory Assistance**

There shall be no charge for up to fifty calls per billing cycle from lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of 50 within a billing cycle.

4.4.2 **Hearing and Speech Impaired Persons**

Intrastate toll message rates for TDD users shall be reduced by five (5) percent. Toll rates are not time-of-day sensitive.

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SECTION 4 - RATES AND CHARGES continued

4.4.3 Telecommunications Relay Service

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

4.5 **Miscellaneous Charges**

4.5.1 Application of Rates

A. Returned Check Charge

A Returned Check Charge in the amount of \$25.00 applies when any negotiable instrument presented for payment for service or deposit becomes dishonored, and is returned to the Company from the bank.

B. Late Payment Charge

A Late Payment Charge applies to any unpaid balance carried forward from the monthly bill to the next month's bill, including all charges billed on behalf of other carriers. An amount equal to 1.5% of the net unpaid balance will be applied to any portion of the bill not paid in a timely manner. Bill payment is considered late, or delinquent, if not paid by the Customer within 30 days after the due date shown on the bill.

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5- PROMOTIONS

5.1 General

From time-to-time, the Company may engage in Special Promotional Offerings or trial Service offerings designed to attract new Customers, retain existing customers, win back former Customers, simulate Customer usage, test potential new service and/or increase existing Customer awareness of the Company's services. These offerings may be limited to certain dates, times of day and/or locations determined by the Company. The terms and conditions of these promotional offerings are set forth following. As a condition of subscribing to a promotional offering, the Company may require the Customer to subscribe to a term plan. All promotional offerings must be approved by the F.P.S.C.

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6- INDIVIDUAL CASE BASIS

6.1 **General**

Contract service arrangements may be made on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a bid for a service not generally offered under this Tariff. Contract services arrangements are available to any similarly situated Customer.

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