



2301 Ohio Drive, Suite 285 • Plano, Texas 75093 • Tel: 972-985-9224 • Fax: 972-596-2073

VIA OVERNIGHT COURIER

DEPOSIT

DATE

D656

NOV 17 1997

November 12, 1997

Mr. Walter D'Haeseler
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

971512-TI

Dear Mr. D'Haeseler:

Enclosed for filing please find the original and twelve (12) copies of the application Comm/Net Services Corporation (Comm/Net) for authority to provide long distance services within the State of Florida. These services will include Direct Dial (Switched One Plus), Inbound Toll-Free, and Travel Card services. Please note that Comm Net does not plan to offer AOS type services this time. Comm/Net respectfully requests expedited treatment of the application so that it can make its services available to consumers and businesses in Florida as soon as possible.

Also submitted with this filing is a check amounting to \$250.00 for the requisite filing fee. Please verify your receipt of this submission by forwarding a date-stamped copy of this letter to me at the company's address. All questions regarding this matter should be referred to Diane J. Harbaugh. She can be reached by telephone at (972) 414-0486.

Respectfully submitted,

Kelli J. Somers
Vice President

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 check:

RR

97 NOV 17 AM 10:09
MAIL ROOM

DOCUMENT NUMBER-DATE

11771 NOV 17 97

**** FLORIDA PUBLIC SERVICE COMMISSION ***

DIVISION OF COMMUNICATIONS
BUREAU OF SERVICE EVALUATION
201 E. Gaines Street
Fletcher Building
Tallahassee, Florida 32399-0866

APPLICATION FORM
for
AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICE
WITHIN THE STATE OF FLORIDA

Instructions

- A. This form is used for an original application for a certificate and for approval of sale, assignment or transfer of an existing certificate. In case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee (See Appendix A).
- B. Respond to each item requested in the application and appendices. If an item is not applicable, please explain why.
- C. Use a separate sheet for each answer which will not fit the allotted space.
- D. If you have questions about completing the form, contact:

Florida Public Service Commission
Division of Communications
Bureau of Service Evaluation
101 East Gaines Street
Tallahassee, Florida 32399-0866
(904) 488-1280

- E. Once completed, submit the original and twelve (12) copies of this form along with a non-refundable application fee of \$250.00 to:

Florida Public Service Commission
Division of Administration, Room G-50
101 East Gaines Street
Tallahassee, Florida 32399-0950
(904) 488-4733

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

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

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

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

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

Comm/Net Services Corporation

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

Comm/Net Services Corporation

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

2301 Ohio Drive
Suite 285

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

Plano, Texas 75053

None

7. Structure of organization;

- Individual Corporation
 Foreign Corporation Foreign Partnership
 General Partnership Limited Partnership
 Other, _____

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

Not applicable

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

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

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

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

9. If incorporated, please give:

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

Corporate charter number: _____

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

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

Fictitious name registration number: _____

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

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

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

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

- (a) The application;

Kelli J. Somers, Treasurer
2301 Ohio Drive; Suite 285

- (b) Official Point of Contact for the ongoing operations of the company;
Piano, Texas 75053

Same as above

(c) Tariff;

Same as above

(d) Complaints/Inquiries from customers;

Same as above

11. List the states in which the applicant:

(a) Has operated as an interexchange carrier.

Yes-Texas

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

Yes-Missouri, New York, Illinois, Oklahoma

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

Texas

(d) Has been denied authority to operate as an interexchange carrier 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

12. What services will the applicant offer to other certificated telephone companies: None

() Facilities. () Operators.

() Billing and Collection. () Sales.

() Maintenance.

() Other: _____

13. Do you have a marketing program? Yes

14. Will your marketing program:

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

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

Commissions will be paid to agents and in-house sales personnel who secure accounts with customers for Direct Dial and Inbound Toll Free Service.

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

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

17. Please provide the following (if applicable):

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

Yes

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

US Long Distance/ZPDI
San Antonio, Texas

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

Attached

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

MTS with distance sensitive per minute rates

Method of access is FGA

Method of access is FGB

Method of access is FGD

Method of access is 800

MTS with route specific rates per minute

Method of access is FGA

Method of access is FGB

Method of access is FGD

Method of access is 800

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

Method of access is FGA

Method of access is FGB

Method of access is FGD

Method of access is 800

MTS for pay telephone service providers

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

800 Service (Toll free)

WATS type service (Bulk or volume discount)

Method of access is via dedicated facilities

Method of access is via switched facilities

Private Line services (Channel Services)

(For ex. 1.544 mbs., DS-3, etc.)

Travel Service

Method of access is 950

Method of access is 800

900 service

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

Services included are:

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

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

1+
10070
1-800-324-7344

21. Other:

ATTACHMENTS:

- APPLICANT ACKNOWLEDGEMENT STATEMENT
- A - CERTIFICATE TRANSFER STATEMENT
- B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C - INTRASTATE NETWORK
- D - FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES
- E - GLOSSARY

**** APPLICANT ACKNOWLEDGEMENT 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:** A non-refundable application fee of \$250.00 must be submitted with the application.
5. **LEC BYPASS RESTRICTIONS:** I acknowledge the Commission's policy that interexchange carriers shall not construct facilities to bypass the LECs without first demonstrating to the Commission that the LEC cannot offer the needed facilities at a competitive price and in a timely manner.
6. **RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange telephone service.
7. **ACCURACY OF APPLICATION:** By my signature below, I attest to the accuracy of the information contained in this application and associated attachments and I am aware that Section 837.06, FS, provides: "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, s. 775.083, or s. 775.084."

Kelli J. Somers

Typed name of President or Chief Officer.

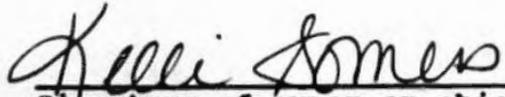
Kelli Somers 10/29/97

Signature and Date

**** APPENDIX A ****

CERTIFICATE TRANSFER STATEMENT

I, (TYPED NAME) Kelli J. Somers,
current holder of certificate number 75-2509156, have
reviewed this application and join in the petitioner's request.



Signature of owner or chief
officer of the certificate
holder

Secretary/Treasurer
Title

October 16, 1997
Date

**** APPENDIX B ****

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

A statement of how the Commission can be assured of the security of the customer's deposits and advance payments may be responded to 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 will file with the Commission and maintain a surety bond in an amount equal to the current balance of deposits and advance payments in excess of one month. (Bond must accompany application.)

Helli Somers
Typed name and signature of
Owner or Chief officer

Secretary/Treasurer
Title

October 16, 1997
Date

**** APPENDIX C ****

INTRASTATE NETWORK

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

None

1) 2)

3) 4)

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

None

1) 2)

3) 4)

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

None

1) POP-to-POP TYPE OWNERSHIP

2)

4. **ORIGINATING SERVICE:** Please provide the list of exchanges where you are proposing to provide originating service within thirty (30) days after the effective date of the certificate (Appendix D).

5. **TRAFFIC RESTRICTIONS:** Please explain how the applicant will comply with the EAEA requirements contained in Commission Rule 25-24.471 (4) (a) (copy enclosed).

All traffic will be routed through the underlying carrier who has established systems and procedures for complying with this Rule.

6. **CURRENT FLORIDA INTERSTATE 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?

None

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

Not applicable

Kelli Gomez

Typed name and signature or
Owner or Chief officer.

Secretary/Treasurer
Title

October 16, 1997
Date

**** APPENDIX D ****

FLORIDA TELEPHONE EXCHANGES

AND

EAS ROUTES

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

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

Kelli Somers

Typed name and signature of
Owner/Chief Officer

Secretary/Treasurer

Title

October 16, 1997

**** FLORIDA HAS FOR MAJOR EXCHANGES ****

<u>Extended Service Area</u>	<u>with</u>	<u>These Exchanges</u>
PENSACOLA:		Cantonment, Gulf Breeze Pace, Milton Holley-Navarre.
PANAMA CITY:		Lynn Haven, Panama City Beach, Youngstown-Fountain and Tyndall AFB.
TALLAHASSEE:		Crawfordville, Havana, Monticello, Panacea, Sopchoppy and St. Marks.
JACKSONVILLE:		Baldwin, Ft. George, Jacksonville Beach, Callahan, Maxville, Middleburg Orange Park, Ponte Vedra and Julington.
GAINESVILLE:		Alachua, Archer, Brooker, Hawthorne, High Springs, Melrose, Micanopy, Newberry and Waldo.
OCALA:		Belleview, Citra, Dunnellon, Forest Lady Lake (B21), McIntosh, Oklawaha, Orange Springs, Salt Springs and Silver Springs Shores.
DAYTONA BEACH:		New Smyrna Beach.
TAMPA:		Central None East Plant City North Zephyrhills South Palmetto West Clearwater
CLEARWATER:		St. Petersburg, Tampa-West and Tarpon Springs.
ST. PETERSBURG:		Clearwater.
LAKELAND:		Bartow, Mulberry, Plant City, Polk City and Winter Haven.

**** FLORIDA HAS MAJOR EXCHANGES CONTINUE ****

ORLANDO: Apopka, East Orange, Lake Buena Vista, Oviedo, Windermere, Winter Garden, Winter Park, Montverde, Reedy Creek, and Oviedo-Winter Springs.

WINTER PARK: Apopka, East Orange, Lake Buena Vista, Orlando, Oviedo, Sanford, Windermere, Winter Garden, Oviedo-Winter Springs, Reedy Creek, Geneva and Montverde.

TITUSVILLE: Cocoa and Cocoa Beach.

COCOA: Cocoa Beach, Eau Gallie, Melbourne and Titusville.

MELBOURNE: Cocoa, Cocoa Beach, Eau Gallie and Sebastian.

SARASOTA: Bradenton, Myakka and Venice.

FT. MYERS: Cape Coral, Ft. Myers Beach, North Cape Coral, North Ft. Myers, Pine Island, Lehigh Acres and Sanibel-Captiva Islands.

NAPLES: Marco Island and North Naples.

WEST PALM BEACH: Boynton Beach and Jupiter.

POMPANO BEACH: Boca Raton, Coral Springs, Deerfield Beach and Ft. Lauderdale.

FT. LAUDERDALE: Coral Springs, Deerfield Beach, Hollywood and Pompano Beach.

HOLLYWOOD: Ft. Lauderdale and North Dade.

NORTH DADE: Hollywood, Miami and Perrine.

MIAMI: Homestead, North Dade and Perrine

**** APPENDIX E ****

**** GLOSSARY ****

ACCESS CODE: The term denotes a uniform four or seven digit code assigned to an individual IXC. The five digit code has the form 10XXX and the seven digit code has the form 950-10XX.

BYPASS: Transmission facilities that go direct from the local exchange end user to an IXC point of presence, thus bypassing the local exchange company.

CARRIERS CARRIER: An IXC that provides telecommunications service, mainly bulk transmission service, to other IXC only.

CENTRAL OFFICE: A local operating unit by means of which connections are established between subscribers' lines and trunk or toll lines to other central offices within the same exchange or other exchanges. Each three (3) digit central office code (NXX) used shall be considered a separate central office unit.

CENTRAL OFFICE CODE: The term denotes the first three digits (NXX) of the seven (7) digit telephone number assigned to a customer's telephone exchange service.

COMMISSION: The Florida Public Service Commission.

COMPANY, TELEPHONE COMPANY, UTILITY: These terms may be used interchangeably herein and shall mean any person, firm, partnership or corporation engaged in the business of furnishing communication service to the public under the jurisdiction of the Commission.

DEDICATED FACILITY: The term denotes a transmission circuit which is permanently for the exclusive use of a customer or a pair of customers.

END USER: The term denotes any individual, partnership, association, corporation, governmental agency or any other entity which (A) obtains a common line, uses a pay telephone or obtains interstate service arrangements in the operating territory of the company or (B) subscribes to interstate services provided by an IXC or uses the services of the IXC when the IXC provides interstate service for its own use.

EQUAL ACCESS EXCHANGE AREAS: EAEA means a geographic area, configured based on 1987 planned toll center/access tandem areas, in which local exchange companies are responsible for providing equal access to both carriers and customers of carriers in the most economically efficient manner.

EXCHANGE: The entire telephone plant and facilities used in providing telephone service to subscribers located in an exchange area. An exchange may include more than one central office unit.

EXCHANGE (SERVICE) AREA: The territory, including the base rate suburban and rural areas served by an exchange, within which local telephone service is furnished at the exchange rates applicable within that area.

EXTENDED AREA SERVICE: A type of telephone service furnished under tariff provision whereby subscribers of a given exchange or area may complete calls to, and receive messages from, one or more other contiguous exchanges without toll charges, or complete calls to one or more other exchanges without toll message charges.

FACILITIES BASED: An IXC that has its own transmission and/or switching equipment or other elements of equipment and does not rely on others to provide this service.

FOREIGN EXCHANGE SERVICES: A classification of exchange service furnished under tariff provisions whereby a subscriber may be provided telephone service from an exchange other than the one from which he would normally be served.

FEATURE GROUPS: General categories of unbundled tariffs to stipulate related services.

Feature Group A: Line side connections presently serving specialized common carriers.

Feature Group B: Trunk side connections without equal digit or code dialing.

Feature Group C: Trunk side connections presently serving AT&T-C.

Feature Group D: Equal trunk access with subscription.

INTEREXCHANGE COMPANY: means any telephone company, as defined in Section 364.02(4), F.S. (excluding Payphone Providers), which provides telecommunication service between exchange areas as those areas are described in the approved tariffs of individual local exchange companies.

INTER-OFFICE CALL: A telephone call originating in one central office unit or entity but terminating in another central office unit or entity both of which are in the same designated exchange area.

INTRA-OFFICE CALL: A telephone call originating and terminating within the same central office unit or entity.

FORM PSC/CMU 31 (11/91)

INTRASTATE COMMUNICATIONS: The term denotes any communications in Florida subject to oversight by the Florida Public Service Commission as provided by the laws of the State.

INTRA-STATE TOLL MESSAGE: Those toll messages which originate and terminate within the same state.

LOCAL ACCESS AND TRANSPORT AREA: LATA means the geographic area established for the administration of communications service. It encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

LOCAL EXCHANGE COMPANY (LEC): Means any telephone company, as defined in Section 364.02(4), F.S., which, in addition to any other telephonic communication service, provides telecommunication service within exchange areas as those areas are described in the approved tariffs of the telephone company.

OPTIONAL CALLING PLAN: An optional service furnished under tariff provisions which recognizes a need of some subscribers for extended area calling without imposing the cost on the entire body of subscribers.

900 SERVICE: A service similar to 800 service, except this service is charged back to the customer based on first minute plus additional minute usage.

PIN NUMBER: A group of numbers used by a company to identify their customers.

PAY TELEPHONE SERVICE COMPANY: Means any telephone company, other than a Local Exchange Company, which provides pay telephone service as defined in Section 364.335(4), F.S.

POINT OF PRESENCE (POP): Bell-coined term which designates the actual (physical) location of an IXC's facility. Replaces some applications of the term "demarcation point."

PRIMARY SERVICE: Individual line service or party line service.

RESELLER: An IXC that does not have certain facilities but purchases telecommunications service from an IXC and then resells that service to others.

STATION: A telephone instrument consisting of a transmitter, receiver, and associated apparatus so connected as to permit sending and/or receiving telephone messages.

SUBSCRIBER, CUSTOMER: These terms may be used interchangeably herein and shall mean any person, firm, partnership, corporation, municipality, cooperative organization, or governmental agency supplied with communication service by a telephone company.

SUBSCRIBER LINE: The circuit or channel used to connect the subscriber station with the central office equipment.

SWITCHING CENTER: Location at which telephone traffic, either local or toll, is switched or connected from one circuit or line to another. A local switching center may be comprised of several central office units.

TRUNK: A communication channel between central office units or entities, or private branch exchanges.

CT CORPORATION SYSTEM

660 East Jefferson Street
Tallahassee, FL 32301
Tel. 904 222 1092
Fax 904 222 7615

January 2, 1997

Ms. Kelli Somers
Comm/Net Services Corporation
2301 Ohio Drive, Suite 285
Plano, TX 75093

**RE: Comm/Net Services Corporation
Order #: 715050**

Dear Ms. Somers:

As instructed, we enclose the following document(s), as issued by the State of Florida:

Evidence of Qualification filed on 1/2/97

If you have any questions concerning this order, please contact Linda Bean in our Dallas office. Thank you for this opportunity to be of service.

Very truly yours,

CT Tallahassee

Enclosure(s)

Via: Federal Express
/ms

**APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION
TRANSACT BUSINESS IN FLORIDA**

IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS
SUBMITTED TO REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE
STATE OF FLORIDA:

1. Comm/Net Services Corporation

(Name of corporation: must include the word "INCORPORATED", "COMPANY", "CORPORATION", or words or abbreviations of like import in language as will clearly indicate that it is a corporation instead of a natural person or partnership if not so contained in the name at present.)

2. Texas

(State or country under the law of which it is incorporated)

3. 75-2509156

(FEI number, if applicable)

4. June 2, 1992

(Date of incorporation)

5. Perpetual

(Duration: Year corp. will cease to exist or "perpetual")

6. None

(Date first transacted/business in Florida. (See sections 607.1501, 607.1502, and 817.156, F.S.))

7. 2301 Ohio Drive, Suite 285, Plano, Texas 75093

(Current mailing address)

8. Long distance service provider.

(Purpose(s) of corporation authorized in home state or country to be carried out in the state of Florida)

9. Name and street address of Florida registered agent:

Name: C T Corporation System

Office Address: c/o C T Corporation System, 1200 South Pine
Island Road

Plantation, Florida, 33324

(Zip Code)

10. Registered agent acceptance:

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application. I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligation of my position as registered agent.

C T Corporation System

(Registered agent's signature) (Officer)

MICHAEL E. JONES
ASSISTANT SECRETARY

(Type Name and Title of Officer)

FILED
SECRETARY OF STATE
95 JAN -2 PM 1:17

11. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

12. Names and addresses of officers and/or directors:

A. DIRECTORS

Chairman: _____

Address: _____

Vice Chairman: _____

Address: _____

Director: _____

Address: _____

Director: _____

Address: _____

B. OFFICERS

President: Greg Somers _____

Address: 2301 Ohio Drive, Suite 285 _____

Plano, Texas 75093 _____

Vice President: Danny Somers _____

Address: 2301 Ohio Drive, Suite 285 _____

Plano, Texas 75093 _____

Secretary: Kelli Somers _____

Address: 2301 Ohio Drive, Suite 285 _____

Plano, Texas 75093 _____

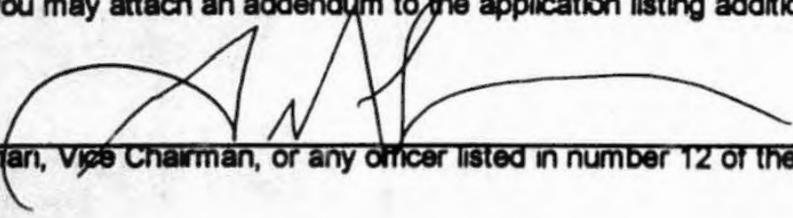
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SECRETARY OF STATE
55 JAN -2 PM 1:17

Treasurer: Kelli Somers

Address: 2301 Ohio Drive, Suite 285

Plano, Texas 75093

NOTE: If necessary, you may attach an addendum to the application listing additional officers and/or directors.

13. 
(Signature of Chairman, Vice Chairman, or any officer listed in number 12 of the application)

14. Greg Somers President
(Typed or printed name and capacity of person signing application)

FILED
SECRETARY OF STATE
96 JAN -2 PM 1:17

**APPLICATION BY FOREIGN CORPORATION OR AUTHORIZATION
TRANSACT BUSINESS IN FLORIDA**

IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS
SUBMITTED TO REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE
STATE OF FLORIDA:

1. Comm/Net Services Corporation
(Name of corporation: must include the word "INCORPORATED", "COMPANY", "CORPORATION", or words or
abbreviations of like import in language as will clearly indicate that it is a corporation instead of a natural person
or partnership if not so contained in the name at present.)

2. Texas
(State or country under the law of which it is incorporated)

3. 75-2509156
(FEI number, if applicable)

4. June 2, 1992
(Date of incorporation)

5. Perpetual
(Duration: Year corp. will cease to exist or "perpetual")

6. _____
(Date first transacted business in Florida. (See sections 607.1501, 607.1502, and 817.156, F.S.))

7. 2301 Ohio Drive, Suite 285, Plano, Texas 75093

(Current mailing address)

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
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8. Long distance service provider.
(Purpose(s) of corporation authorized in home state or country to be carried out in the state of
Florida)

9. Name and street address of Florida registered agent:

Name: C T Corporation System

Office Address: c/o C T Corporation System, 1200 South Pine
Island Road

Plantation, Florida, 33324
(Zip Code)

10. Registered agent acceptance:

Having been named as registered agent and to accept service of process for the above stated corporation at the place
designated in this application. I hereby accept the appointment as registered agent and agree to act in this capacity. I
further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties,
and I am familiar with and accept the obligation of my position as registered agent.

C T Corporation System



(Registered agent's signature) (Officer)

MICHAEL E. JONES
ASSISTANT SECRETARY

(Type Name and Title of Officer)

11. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

12. Names and addresses of officers and/or directors:

A. DIRECTORS

Chairman: _____

Address: _____

Vice Chairman: _____

Address: _____

Director: _____

Address: _____

Director: _____

Address: _____

B. OFFICERS

President: Greg Somers

Address: 2301 Ohio Drive, Suite 285

Plano, Texas 75093

Vice President: Danny Somers

Address: 2301 Ohio Drive, Suite 285

Plano, Texas 75093

Secretary: Kelli Somers

Address: 2301 Ohio Drive, Suite 285

Plano, Texas 75093

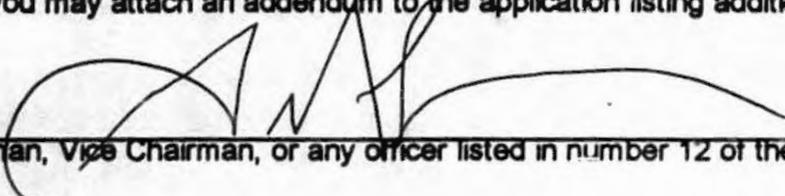
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SECRETARY OF STATE
DIVISION OF CORPORATIONS
06 JAN -2 PM 1:17

Treasurer: Kelli Somers

Address: 2301 Ohio Drive, Suite 285

Plano, Texas 75093

NOTE: If necessary, you may attach an addendum to the application listing additional officers and/or directors.

13. 
(Signature of Chairman, Vice Chairman, or any officer listed in number 12 of the application)

14. Greg Somers, President
(Typed or printed name and capacity of person signing application)

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
96 JAN -2 PM 1:17

INTRASTATE TARIFF
APPLICABLE TO
TELECOMMUNICATIONS SERVICES
OFFERED BY:
Comm/Net Services Corp.

This Tariff contains the regulations and rates applicable for the furnishing of intrastate telecommunications services provided by Comm/Net Services Corp. (Comm/Net) within the State of Florida. Such services are furnished in conjunction with the Company's interstate product offerings.

Issue Date:

Kelli J. Somers, Vice President
2301 Ohio Drive
Plano, Texas 75093

Effective Date:

CHECK SHEET

The pages of this schedule are effective as of the date shown at the bottom of this page. Original and revised pages as named below comprise all changes from the original tariff that are in effect on the date thereof.

<u>Page Number</u>	<u>Revision</u>
Title	Original*
1-30	Original*

* designates new or revised material

Issue Date:**Effective Date:**

**Kelli J. Somers, Vice President
2301 Ohio Drive
Plano, Texas 75093**

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Issue Date:

Kelli J. Somers, Vice President
2301 Ohio Drive
Plano, Texas 75093

Effective Date:

EXPLANATION OF SYMBOLS

When changes are made in any sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised page(s) through the use of the following symbols.

- C - To signify changed regulation
- D - To signify discontinued rate or regulation
- I - To signify increased rate
- M - To signify matter relocated from one page to another without change
- N - To signify new rate, regulation, or text
- R - To signify reduced rate
- S - To signify reissued matter
- T - To signify a change in text but no change in rate or regulation

Issue Date:

Effective Date:

Kelli J. Somers, Vice President
2301 Ohio Drive
Plano, Texas 75093

A. DEFINITION OF TERMS**Access Code**

A sequence of numbers that, when dialed, connects a caller to an interexchange carrier that is associated with that sequence. Dialing sequences which utilize a 950-10XX, 1-800, or 10XXX prefix are examples of access code arrangements available to Customers.

Application for Service

A standard order form which includes all pertinent billing, technical, administrative, and other descriptive information which will enable the Company to provide telecommunications service to a Customer.

Authorization Code

Unique numeric codes (usually consisting of five or more digits), which may be made available to Customers and authorized users to identify themselves as being entitled to access and use the Company's services.

Authorized Representative

An individual, firm, corporation, or other entity authorized by the Company to market its telecommunications services to the public.

Authorized User

An individual, firm, corporation, or other entity authorized by the Customer to utilize communications services provided by the Company.

Credit Application

A standard form which is used by the Company to assess a Customer's credit worthiness prior to the Company's arranging the installation of any facilities or the provision of any Services to a Customer.

Issue Date:**Effective Date:**

**Kelli J. Somers, Vice President
2301 Ohio Drive
Plano, Texas 75093**

A. DEFINITION OF TERMS (Continued)

Company

Comm/Net Services Corp. (Comm/Net)

Credit Application

A standard form which is used by the Company to assess a Customer's credit worthiness prior to the Company's arranging the installation of any facilities or the provision of any Services to a Customer.

Customer

An individual, firm, corporation, agency, or other entity which orders service and is responsible for the payment of charges and compliance with the tariff provisions set forth herein.

Day Rates

Day Rates are applicable to calls placed Monday through Friday from 8:00 AM to, but not including, 5:00 PM.

Dedicated Access Arrangement

An arrangement whereby the facilities used between the Customer's premises and the Carrier point of presence are directly linked. Such arrangements may involve interconnection facilities provided by the Customer, another carrier, or a local access provider.

Evening Rates

Evening Rates are applicable to calls placed Sunday through Friday from 5:00 PM to, but not including, 11:00 PM. Evening rates are also generally applicable on Carrier Recognized Holidays, unless a lower rate would normally apply.

Issue Date:

Effective Date:

Kelli J. Somers, Vice President
2301 Ohio Drive
Plano, Texas 75093

A. DEFINITION OF TERMS (Continued)**Interconnection Facilities**

Circuits and/or dedicated access arrangements provided by the Customer or a third party supplier to interconnect the Customer with the Company's service. The Customer shall have sole responsibility for the ordering, installation, maintenance, and payment of such facilities.

Local Access Provider

A local exchange carrier or other entity which furnishes inter-connection facilities between the Customer's premises and the Company's point of presence in a LATA.

Minimum Service Period

The minimum period of time during which Customer is obligated to pay for services provided by the Company.

Night/Weekend Rates

Night/Weekend Rates are applicable to calls placed Sunday through Friday from 11:00 PM to, but not including, 8:00 AM the following day, and all day Saturday.

Premises

The space designated by a Customer at its place or places of business for the provision of service.

Presubscription

A service arrangement whereby the Customer authorizes the local telephone company to route all interexchange telephone calls to the Company.

Issue Date:**Effective Date:**

**Kelli J. Somers, Vice President
2301 Ohio Drive
Plano, Texas 75093**

B. RULES AND REGULATIONS**1. Undertaking Of The Carrier**

a. The furnishing of the communications services under the terms of this tariff will be provided by the Company alone, or in conjunction with services of other carriers. Service is available 24 hours per day, 7 days per week for the transmission of interexchange telephone calls.

b. Service consists of the furnishing of transmission capabilities to Customers and authorized users for the placement and/or receipt of long distance calls as specified herein. Such services are offered subject to the availability of the necessary facilities and equipment to provide the service.

c. The Company, when acting at the Customer's request and as its authorized agent, will make reasonable efforts to arrange for presubscription, interconnection, and other service requirements.

2. Limitations

a. Services are offered subject to the availability of facilities and the provisions of this tariff.

b. The Company reserves the right to refuse or discontinue furnishing services when necessitated by conditions beyond its control. Such conditions include, but are not limited to, a Customer's having call volume or calling patterns that results, or may result, in network blockage or other service degradation which adversely affects service or other customers of the Company.

c. Service may be discontinued without notice to a Customer by blocking traffic to certain cities or exchanges, or by blocking calls using certain access codes or authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its services. Service will be restored as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.

Issue Date:

Effective Date:

Kelli J. Somers, Vice President
2301 Ohio Drive
Plano, Texas 75093

B. RULES AND REGULATIONS (Continued)**2. Limitations (Continued)**

d. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

e. A Customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without the prior written consent and approval of the Company.

f. The Customer shall not use nor permit others to use the service in a manner that could interfere with services provided to others, that could harm the facilities of the Company or others, or that is not consistent with any applicable law or regulation.

g. The provision of service will not create a partnership or joint venture between the Company and the Customer nor result in joint service offerings to their respective authorized users.

h. Neither the Services provided pursuant to this tariff, nor the Customer's obligations hereunder, may be assigned or otherwise transferred without the prior written consent of the Company.

Issue Date:**Effective Date:**

**Kelli J. Somers, Vice President
2301 Ohio Drive
Plano, Texas 75093**

B. RULES AND REGULATIONS (Continued)**3. Terms And Conditions**

- a. Service is provided on a monthly basis, twenty-four (24) hours per day as described herein. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- b. Customers may order Services under this tariff by contacting an authorized Company representative and executing the Company's Application for Service and, at the Company's sole discretion, a Credit Application. The name(s) of the Customer(s) desiring to subscribe to service, the service(s) to be provided, the targeted Service Date, and the location(s) of such services must be stipulated in the Application for Service.
- c. Customer shall at all times comply with all applicable federal, state, and local statutes, ordinances, regulations, and orders of any commission or other governmental body. All Customers are responsible for taking all the necessary legal steps for interconnecting their terminal equipment or communications systems with the Company facilities or services and shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.
- d. Except as otherwise provided in this tariff, service is provided for a Minimum Service Period of one (1) month, beginning on the Service Date and continuing until the expiration of the Minimum Service Period, or until service is otherwise canceled. Customer shall accept and pay for each Service for the Minimum Service Period. Upon expiration of the Minimum Service Period, Services shall be automatically extended on a month-to-month basis until Service is terminated in writing by the Customer on not less than thirty (30) day's written notice to the Company.
- e. The Customer agrees to operate company-provided equipment in accordance with the instructions of the Company or its authorized agent. Failure to do so will void any Company liability for interruption of service and may cause the Customer to be responsible for damages to equipment pursuant to this tariff.

Issue Date:

Effective Date:

Kelli J. Somers, Vice President
2301 Ohio Drive
Plano, Texas 75093

B. RULES AND REGULATIONS (Continued)**3. Terms And Conditions (Continued)**

f. Customer agrees to return all company-provided equipment to the Company within five (5) days of termination of service in connection with which the equipment was used. Equipment shall be in the same condition as when delivered to the Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

g. The Company reserves the right of entrance for its employees, agents, or contractors to the premises of the Customer, at any reasonable hour for the purpose of installing, inspecting, repairing, or upon termination of service removing the Company's equipment. The Customer shall be responsible for making any necessary arrangements for the Company's entrance to the Customer's premises.

h. The remedies set forth herein shall not be exclusive and the Company at all times shall be entitled to all rights available to it under either law or equity.

Issue Date:

**Kelli J. Somers, Vice President
2301 Ohio Drive
Plano, Texas 75093**

Effective Date:

B. RULES AND REGULATIONS (Continued)**4. Liability**

a. The Company shall not be liable to Customer or any other person, firm, entity, for any failure to perform its obligations under this tariff due to any cause or causes beyond its reasonable control.

b. The Company is not liable for any act or omission of the Customer, authorized user, or any other company or companies furnishing a portion of the service. In no event shall the Company or any of its Affiliates be liable for claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, addition, or defect in any service, facility or transmission of any person or entity furnishing any portion of the service, facilities, or equipment associated with the service or for damages caused by services, facilities, or equipment furnished by such person or entity.

c. The Company shall be indemnified and held harmless by Customers against any claim or loss, expense or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion of privacy, infringement of a copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary right, or any other injury to any person, property, or entity arising out of the material, data, information, or other content revealed to, used, or transmitted by the Company.

d. The Company shall not be liable for any defacement of or damages to the premises of a Customer or authorized user resulting from the furnishing of service which is not the direct result of the Company's negligence.

e. The Company is not liable for any defacement of or damage to the premises of a Customer resulting from the furnishing of services or the attachment of instruments, apparatus, and associated wiring furnished by the Company on such Customer's premises or by the installation or removal thereof, when such defacement or damage is not the direct result of the Company's negligence.

Issue Date:**Effective Date:**

Kelli J. Somers, Vice President
2301 Ohio Drive
Plano, Texas 75093

B. RULES AND REGULATIONS (Continued)**4. Liability (Continued)**

f. The Company does not guarantee or make any express warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. Customers and authorized users indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any 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, authorized user, or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such equipment so used.

g. In no event shall the Company be liable to Customer, its customers or any of their affiliates under this tariff for any loss of profit or revenue or for any incidental, consequential, indirect, punitive or similar or additional damages incurred or suffered as a result of incorrect or defective trans-missions, or any direct or indirect consequences thereof, while using the Services, performance, non-performance, termination, breach, or other action or inaction, on the part of the Company, under this tariff, even if Customer advises the Company of the foreseeability, possibility, likelihood, probability or certainty of such loss or damage.

h. Customer shall indemnify and hold harmless the Company, its directors, officers, employees, and agents, successors, and assigns, from all damages, costs, expenses and liabilities, including all attorneys' fees and disbursements, sustained by the Company in any action commenced by any third party and arising in connection with the Customer's performance of its obligations and duties under this tariff; and the Customer shall indemnify and hold the Company harmless from and against any and all claims arising from or relating to the Company's provision of facilities or Services to Customer under this tariff.

Issue Date:**Effective Date:**

Kelli J. Somers, Vice President
2301 Ohio Drive
Plano, Texas 75093

B. RULES AND REGULATIONS (Continued)**4. Liability (Continued)**

i. The Company's liability for damages arising out of any additions, omissions, interruptions, delays, mistakes, errors, or defects in the transmission occurring in the course of furnishing the service or facilities shall in no event exceed an amount that is equivalent to the proportionate charge for the period of service during which the fault in transmission occurs.

j. In no event shall the Company be liable to Customer, its Customers or any of their affiliates under this tariff for damages to Customer's supplier's Interconnection Facilities resulting from the furnishing of Services, including the installation and removal of equipment and associated wiring.

k. In no event shall the Company be liable to Customer, its Customers or any of their Affiliates under this tariff for any act or omission of any other entity furnishing a portion of the Service, facilities or equipment associated with the Service or for damages caused by services, facilities or equipment furnished by such entity.

l. The Company shall be entitled to take, and shall have no liability whatsoever for, any action as deemed necessary or appropriate by the Company to bring the Services or its practices into conformity with any rules, regulations, orders, decisions, or directives of the Federal Communications Commission or other governmental agency, and Customer shall cooperate fully with Company and take all actions as may be requested by the Company to comply with any such rules, regulations, orders, decisions or directives.

Issue Date:**Effective Date:**

**Kelli J. Somers, Vice President
2301 Ohio Drive
Plano, Texas 75093**

B. RULES AND REGULATIONS (Continued)**5. Cancellation Of Service By A Customer**

a. A Customer may discontinue service, either in part or in its entirety, upon written notice to the Company, provided that the Customer has fulfilled all Minimum Service Period obligations.

6. Use Of Service

a. The Company's services may not be used for the unlawful or unauthorized provision of telecommunications services.

b. Service furnished by the Company may be used for one or more of the following:

.01 for the transmission of communications by the Customer;

.02 for the transmission of communications by an authorized user as defined herein; or

.03 for the transmission of communications to or from a Customer of another common carrier, which has subscribed to the Company's communications services.

c. The Customer shall not use nor permit others to use the Service in a manner that could impede or interfere with the Services provided to others, that could harm the facilities of the Company or others, or that is inconsistent with any applicable law or regulations.

d. No person, firm, corporation, agency, Customer, authorized user or other entity shall resell nor permit others to resell Carrier's Services without the prior written consent of the Company.

Issue Date:**Effective Date:**

**Kelli J. Somers, Vice President
2301 Ohio Drive
Plano, Texas 75093**

B. RULES AND REGULATIONS (Continued)**7. Payment Arrangements**

- a. The Customer is responsible for payment of all charges for services furnished to the Customer and/or authorized users. This responsibility is not changed by virtue of any use, misuse, or abuse of the Customer's service or Customer-provided equipment or facilities by third parties, including, without limitation, the Customer's employees or the public.
- b. Billing will be payable upon receipt. Amounts not paid within thirty (30) days after the invoice is rendered will be considered past due. Where permitted, a late payment fee of one and one-half percent (1.50%) will be applied to balances outstanding for over one month.
- c. Usage charges are billed after each usage cycle. In the event that Company's usage recording system fails or is otherwise unavailable for all or part of any billing period, the Company, with the aid of the Customer, shall be entitled to make a reasonable estimate of Customer's usage of Services in the period in question for billing purposes.
- d. Non-recurring charges are payable when the service for which they are specified has been ordered. If an entity other than the Company (e.g., another carrier or supplier) imposes or will impose charges on the Company in connection with an ordered service those costs will also be charged to the Customer.
- e. If an entity other than the Company (e.g. another carrier or supplier) imposes charges on the Company in connection with the provision of any aspect of the Service, the Customer shall pay all such charges, either directly to the local access provider or to the Company.

Issue Date:**Effective Date:**

**Kelli J. Somers, Vice President
2301 Ohio Drive
Plano, Texas 75093**

B. RULES AND REGULATIONS (Continued)**7. Payment Arrangements (Continued)**

f. All stated charges in this tariff are computed by the Company exclusive of any federal, state, local, use, excise, gross receipts, sales or privilege taxes, duties, fees or similar liabilities. Such taxes, fees, etc. shall be paid by the Customer.

g. When payment for services is made by check or draft and is returned to the Company for any reason, including but not limited to insufficient funds, a charge of Twenty Five and No/100 Dollars (\$25.00) (unless a lower fee has been prescribed by law in which event a charge equal to such lower fee) may be made by the Company for each item returned by the banking institution on which it is written.

h. If a check, draft, or other payment instrument remitted by a Customer or authorized user is dishonored more than once during a twelve (12) month period, the Company may refuse acceptance of further such payment methods and place the debtor on a cash basis. Under a cash basis, the Company may require payment in the form of U.S. currency, money orders, or an instrument that is guaranteed or issued by a third party that is acceptable to the Company.

8. Change In Service Arrangement

a. When a change in service arrangement involves the use of facilities or services furnished by the Company, installation charges do not apply to the facilities or services continued in use. The Minimum Service Period for the facilities or services continued in use is determined by the date of the initial acceptance thereof.

9. Restoration Of Service

a. The use and restoration of service provided in emergency situations shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

Issue Date:**Effective Date:**

**Kelli J. Somers, Vice President
2301 Ohio Drive
Plano, Texas 75093**

B. RULES AND REGULATIONS (Continued)**10. Inspection**

a. The Company, or its authorized agents, may, upon reasonable notice, make such tests and inspections as may be necessary to determine that the premises are in compliance with the terms and conditions of this tariff, and with installation, operational, or maintenance specifications of the Company. The Company may interrupt the service at any time, without penalty to the Company, due to a departure from any such requirements.

11. Cancellation For Cause By The Company

a. The Company may discontinue the furnishing of service(s) upon seven (7) days notice to a Customer, without incurring any liability, upon a violation of any of the provisions governing the furnishing of service under this tariff or any applicable laws, rules or regulations, or upon non-payment of any sum owing to the Company.

b. The Company may immediately discontinue the furnishing of service(s) to a Customer without incurring any liability, if the Company determines that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities, or services.

c. The Company may discontinue the furnishing of service(s) upon seven (7) days notice to a Customer, without incurring any liability, if the Customer 1) refuses to furnish information regarding the Customer's credit-worthiness, its past or current use of common carrier services, or its planned use of service(s); or 2) provides false information pertaining to its credit-worthiness, its past or current use of common carrier services, or its planned use of service(s).

d. The Company may immediately discontinue the furnishing of service(s) to a Customer, without incurring any liability, if the Customer uses, or attempts to use, service with the intent to avoid payment, either in whole or in part, by rearranging, tampering with, or making connections to the Company's service which is not authorized by this tariff or by using tricks, schemes, false or invalid accounts numbers, false credit devices, electronic devices, or any other fraudulent means or devices.

Issue Date:**Effective Date:**

Kelli J. Somers, Vice President
2301 Ohio Drive
Plano, Texas 75093

B. RULES AND REGULATIONS (Continued)**11. Cancellation For Cause By The Company (Continued)**

e. The Company may immediately discontinue the furnishing of service(s) to a Customer upon written notice, without incurring any liability, if Customer fails to perform or observe any regulation or obligation set forth under this tariff and any such failure remains unremedied for fifteen (15) days after receipt of a notice from the Company informing Customer of such failure.

f. Discontinuance of Service(s) by the Company pursuant to this Section shall not relieve the Customer of any Minimum Service Period obligations or any other obligation to pay the Company for charges due and owing for facilities and/or service(s) furnished up to the time of discontinuance.

12. Testing And Adjustments

a. Upon reasonable notice, the facilities, equipment, and/or services provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary to maintain them in satisfactory condition; no interruption allowance will be granted for the time during which such tests and adjustments are made.

Issue Date:**Effective Date:**

Kelli J. Somers, Vice President
2301 Ohio Drive
Plano, Texas 75093

B. RULES AND REGULATIONS (Continued)**13. Interconnection With Other Carriers**

a. Service furnished by the Company may be connected with services or facilities of another participating carrier, authorized user, or joint user. Such interconnection may be made at a Company terminal or entrance facility, at a terminal of another carrier, or at the premises of a Customer or an authorized user. Service furnished by the Company is not part of a joint undertaking with such other carriers.

b. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of the Company and other carriers shall be provided at the Customer's expense. Upon written request and acting as his authorized agent, the Company will use its best efforts to make the necessary arrangements for such interconnection.

c. Service furnished by the Company may be interconnected with the facilities or services of another carrier under the terms and conditions of tariffs applicable to such connections. Service may not be arranged for resale by any Customer, user, or other entity without the prior written consent of the Company.

d. The Company may order interconnection facilities and/or initiate the presubscription process on behalf of a Customer if the Customer furnishes the Company with a letter of agency. The Customer's use of such interconnection facilities shall conform to the regulations, terms, and conditions under which the carrier provides such access. The Customer shall bear the ultimate responsibility for all aspects of the local interconnection facility including, but not limited to, ordering, testing, installation, maintenance, use, and payment of such facilities.

Issue Date:**Effective Date:**

**Kelli J. Somers, Vice President
2301 Ohio Drive
Plano, Texas 75093**

C. SERVICE DESCRIPTIONS AND RATES**1. General Description Of Services**

a. The service enables Customers to place interstate long distance telephone calls. Services are provided on a full-time monthly basis and are available in all cities, subject to the availability of facilities and/or equipment. The Company reserves the right to refuse to provide service where facilities or equipment are not available or economically feasible.

b. Total monthly charges for use of the Company's facilities are based upon the total time the Customer utilizes such facilities, unless otherwise specified herein. Intercity usage charges, as well as other charges, discounts, and/or features, are applicable to each individual service option.

c. Usage charges vary depending upon a combination of factors including, but not limited to; the time of day a call is placed and the duration of the call. Calls beginning in one rate period and ending in another will be billed at the rate applicable to each portion of the call.

d. Chargeable time begins when the Company receives signaling to detect that the network connection between the calling party and the called party has been established. Chargeable time ends when either party "hangs up" thereby releasing the network connection. Unless otherwise specified, calls are measured and billed for an initial period of sixty (60) seconds and timed in six (6) second increments for usage over thirty (30) seconds; fractional minutes of use are rounded up to the next six (6) second increment.

Issue Date:**Effective Date:**

**Kelli J. Somers, Vice President
2301 Ohio Drive
Plano, Texas 75093**

C. SERVICE DESCRIPTIONS AND RATES (Continued)**2. Direct Dial Services**

Direct Dial Services furnished by the Company are available to residential and small to medium size businesses. Access to the network is available through presubscription (or 1 + access) and dial-up arrangements. Rates and charges for calls placed vary depending upon the option selected by the Customer as set forth below.

- .01 Calls placed pursuant to the following rate plans are timed and billed in sixty (60) second increments.

Plan No.	Day	Evening	Night/Weekend
1	\$0.0800	\$0.0800	\$0.0800
2	\$0.0900	\$0.0900	\$0.0900
3	\$0.1000	\$0.1000	\$0.1000
4	\$0.1100	\$0.1100	\$0.1100
5	\$0.1200	\$0.1200	\$0.1200
6	\$0.1390	\$0.1390	\$0.1390
7	\$0.1490	\$0.1490	\$0.1490
8	\$0.1600	\$0.1600	\$0.1600
9	\$0.1800	\$0.1800	\$0.1800
10	\$0.2090	\$0.1690	\$0.1590
11	\$0.2100	\$0.2100	\$0.2100
12	\$0.2190	\$0.1550	\$0.1390
13	\$0.2200	\$0.2200	\$0.2200
14	\$0.2290	\$0.1490	\$0.1390
15	\$0.2300	\$0.1590	\$0.1490
16	\$0.2500	\$0.2500	\$0.2500

Issue Date:

Effective Date:

Kelli J. Somers, Vice President
2301 Ohio Drive
Plano, Texas 75093

C. SERVICE DESCRIPTIONS AND RATES (Continued)

2. Direct Dial Services (Continued)

- .02 Calls placed pursuant to the following rate plans are timed and billed in for an initial period of thirty (30) seconds; usage thereafter is timed and billed in six (6) second increments.

Plan No.	Day	Evening	Night/Weekend
1	\$0.0800	\$0.0800	\$0.0800
2	\$0.0900	\$0.0900	\$0.0800
3	\$0.1000	\$0.1000	\$0.1000
4	\$0.1100	\$0.1100	\$0.1100
5	\$0.1200	\$0.1200	\$0.1200
6	\$0.1300	\$0.1300	\$0.1300
7	\$0.1400	\$0.1400	\$0.1400
8	\$0.1500	\$0.1500	\$0.1500
9	\$0.1590	\$0.1590	\$0.1590
10	\$0.1700	\$0.1700	\$0.1700
11	\$0.1800	\$0.1800	\$0.1800
12	\$0.1900	\$0.1900	\$0.1900
13	\$0.2000	\$0.2000	\$0.2000
14	\$0.2000	\$0.1400	\$0.1400
15	\$0.2100	\$0.2100	\$0.2100
16	\$0.2200	\$0.2200	\$0.2200
17	\$0.2300	\$0.2300	\$0.2300
18	\$0.2400	\$0.2400	\$0.2400
19	\$0.2500	\$0.2500	\$0.2500

Issue Date:

Effective Date:

Kelli J. Somers, Vice President
2301 Ohio Drive
Plano, Texas 75093

C. SERVICE DESCRIPTIONS AND RATES (Continued)**2. Direct Dial Services (Continued)**

- .03 Calls placed pursuant to the following rate plans are timed and billed in for an initial period of eighteen (18) seconds; usage thereafter is timed and billed in six (6) second increments.

Plan No.	Day	Evening	Night/Weekend
1	\$0.0650	\$0.0650	\$0.0650
2	\$0.1250	\$0.1250	\$0.1250
3	\$0.1600	\$0.1600	\$0.1600

- .04 Calls placed pursuant to the following rate plans are timed and billed in for an initial period of sixty (60) seconds; usage thereafter is timed and billed in six (6) second increments.

Plan No.	Day	Evening	Night/Weekend
1	\$0.2900	\$0.2900	\$0.2900

Issue Date:

Effective Date:

Kelli J. Somers, Vice President
2301 Ohio Drive
Plano, Texas 75093

C. SERVICE DESCRIPTIONS AND RATES (Continued)

2. Direct Dial Services (Continued)

.05 Calls placed using the following plans are timed and billed in six (6) second increments.

Plan No.	Day	Evening	Night/Weekend
1	\$0.0700	\$0.0700	\$0.0700
2	\$0.0800	\$0.0800	\$0.0800
3	\$0.0900	\$0.0900	\$0.0800
4	\$0.1000	\$0.1000	\$0.1000
5	\$0.1100	\$0.1100	\$0.1100
6	\$0.1150	\$0.1150	\$0.1150
7	\$0.1200	\$0.1200	\$0.1200
8	\$0.1250	\$0.1250	\$0.1250
9	\$0.1275	\$0.1275	\$0.1275
10	\$0.1300	\$0.1300	\$0.1300
11	\$0.1350	\$0.1350	\$0.1350
12	\$0.1360	\$0.1360	\$0.1360
13	\$0.1390	\$0.1390	\$0.1390
14	\$0.1400	\$0.1400	\$0.1400
15	\$0.1450	\$0.1450	\$0.1450
16	\$0.1495	\$0.1375	\$0.1295
17	\$0.1500	\$0.1500	\$0.1500
18	\$0.1550	\$0.1550	\$0.1550
19	\$0.1590	\$0.1590	\$0.1590
20	\$0.1600	\$0.1600	\$0.1600
21	\$0.1650	\$0.1650	\$0.1650
22	\$0.1690	\$0.1690	\$0.1690
23	\$0.1700	\$0.1700	\$0.1700
24	\$0.1790	\$0.1790	\$0.1790
25	\$0.1890	\$0.1590	\$0.1590
26	\$0.2000	\$0.2000	\$0.2000
27	\$0.2250	\$0.2060	\$0.2050
28	\$0.2500	\$0.2500	\$0.2500

Issue Date:

Effective Date:

Kelli J. Somers, Vice President
2301 Ohio Drive
Plano, Texas 75093

C. SERVICE DESCRIPTIONS AND RATES (Continued)**3. Travel Services**

Travel Services enable Customers to place calls using the Company's service when away from home or the office. Travel card calls are initiated by using access code dialing and authorization code and are billed to an authorized calling card account with the Company.

- .01 Calls placed pursuant to the following rate plans are timed and billed in for an initial period of thirty (30) seconds; usage thereafter is timed and billed in six (6) second increments.

Plan No.	Day	Evening	Night/Weekend
1	\$0.180	\$0.180	\$0.180
2	\$0.190	\$0.190	\$0.190
3	\$0.200	\$0.200	\$0.200
4	\$0.210	\$0.210	\$0.210
5	\$0.220	\$0.220	\$0.220
6	\$0.250	\$0.250	\$0.250
7	\$0.260	\$0.260	\$0.260

Issue Date:**Effective Date:**

Kelli J. Somers, Vice President
2301 Ohio Drive
Plano, Texas 75093

C. SERVICE DESCRIPTIONS AND RATES (Continued)

3. Travel Service (Continued)

.02 Calls placed pursuant to the following rate plans are timed and billed in sixty (60) second increments.

Plan No.	Day	Evening	Night/Weekend
1	\$0.149	\$0.149	\$0.149
2	\$0.160	\$0.160	\$0.160
3	\$0.165	\$0.165	\$0.165
4	\$0.175	\$0.175	\$0.175
5	\$0.180	\$0.180	\$0.180
6	\$0.185	\$0.185	\$0.185
7	\$0.190	\$0.190	\$0.190
8	\$0.195	\$0.195	\$0.195
9	\$0.200	\$0.200	\$0.200
10	\$0.205	\$0.205	\$0.205
11	\$0.210	\$0.210	\$0.210
12	\$0.215	\$0.215	\$0.215
13	\$0.220	\$0.220	\$0.220
14	\$0.225	\$0.225	\$0.225
15	\$0.229	\$0.229	\$0.229
16	\$0.235	\$0.235	\$0.235
17	\$0.240	\$0.240	\$0.240
18	\$0.245	\$0.245	\$0.245
19	\$0.250	\$0.250	\$0.250
20	\$0.250	\$0.220	\$0.220
21	\$0.259	\$0.229	\$0.179
22	\$0.260	\$0.260	\$0.260
23	\$0.270	\$0.270	\$0.270
24	\$0.275	\$0.275	\$0.275
25	\$0.280	\$0.280	\$0.280
26	\$0.300	\$0.300	\$0.300

Issue Date:

Effective Date:

Kelli J. Somers, Vice President
2301 Ohio Drive
Plano, Texas 75093

C. SERVICE DESCRIPTIONS AND RATES (Continued)

3. Travel Service (Continued)

- .03 Calls placed pursuant to the following rate plans are timed and billed in for an initial period of sixty (60) seconds; usage thereafter is timed and billed in six (6) second increments.

Plan No.	Day	Evening	Night/Weekend
1	\$0.149	\$0.149	\$0.149
2	\$0.160	\$0.160	\$0.160
3	\$0.165	\$0.165	\$0.165
4	\$0.175	\$0.175	\$0.175
5	\$0.180	\$0.180	\$0.180
6	\$0.185	\$0.185	\$0.185
7	\$0.190	\$0.190	\$0.190
8	\$0.195	\$0.195	\$0.195
9	\$0.200	\$0.200	\$0.200
10	\$0.205	\$0.205	\$0.205
11	\$0.210	\$0.210	\$0.210
12	\$0.215	\$0.215	\$0.215
13	\$0.220	\$0.220	\$0.220
14	\$0.225	\$0.225	\$0.225
15	\$0.229	\$0.229	\$0.229
16	\$0.235	\$0.235	\$0.235
17	\$0.240	\$0.240	\$0.240
18	\$0.245	\$0.245	\$0.245
19	\$0.250	\$0.250	\$0.250
20	\$0.250	\$0.220	\$0.220
21	\$0.259	\$0.229	\$0.179
22	\$0.260	\$0.260	\$0.260
23	\$0.270	\$0.270	\$0.270
24	\$0.275	\$0.275	\$0.275
25	\$0.280	\$0.280	\$0.280
26	\$0.300	\$0.300	\$0.300

Issue Date:

Effective Date:

Kelli J. Somers, Vice President
2301 Ohio Drive
Plano, Texas 75093

C. SERVICE DESCRIPTIONS AND RATES (Continued)**4. Inbound Toll Free Service**

Inbound Toll-Free Service is a service arrangement whereby the Customer pays for all costs of service, not the initiator of the call. Customers may utilize dedicated or switched access arrangements to interconnect with the Company's network. Charges for such interconnection are the responsibility of the Customer.

- .01 Calls placed pursuant to the following rate plans are timed and billed in six (6) second increments.

Plan No.	Day	Evening	Night/Weekend
1	\$0.1400	\$0.1400	\$0.1400
2	\$0.1500	\$0.1500	\$0.1500
3	\$0.1600	\$0.1600	\$0.1600
4	\$0.1700	\$0.1700	\$0.1700
5	\$0.1800	\$0.1800	\$0.1800
6	\$0.1900	\$0.1900	\$0.1900
7	\$0.2000	\$0.2000	\$0.2000
8	\$0.2100	\$0.2100	\$0.2100
9	\$0.2100	\$0.1900	\$0.1900
10	\$0.2200	\$0.2200	\$0.2200
11	\$0.2390	\$0.2390	\$0.2390
12	\$0.2400	\$0.2400	\$0.2400
13	\$0.2500	\$0.2500	\$0.2500

Issue Date:

Effective Date:

Kelli J. Somers, Vice President
2301 Ohio Drive
Plano, Texas 75093

C. SERVICE DESCRIPTIONS AND RATES (Continued)

4. Inbound Toll Free Service (Continued)

- .02 Calls placed pursuant to the following rate plans are timed and billed in sixty (60) second increments.

Plan No.	Day	Evening	Night/Weekend
1	\$0.1400	\$0.1400	\$0.1400
2	\$0.1500	\$0.1500	\$0.1500
3	\$0.1600	\$0.1600	\$0.1600
4	\$0.1700	\$0.1700	\$0.1700
5	\$0.1800	\$0.1800	\$0.1800
6	\$0.1900	\$0.1900	\$0.1900
7	\$0.2000	\$0.2000	\$0.2000
8	\$0.2100	\$0.2100	\$0.2100
9	\$0.2100	\$0.1900	\$0.1900
10	\$0.2200	\$0.2200	\$0.2200
11	\$0.2390	\$0.2390	\$0.2390
12	\$0.2400	\$0.2400	\$0.2400
13	\$0.2500	\$0.2500	\$0.2500

Issue Date:

Effective Date:

Kelli J. Somers, Vice President
2301 Ohio Drive
Plano, Texas 75093

C. SERVICE DESCRIPTIONS AND RATES (Continued)**4. Inbound Toll Free Service (Continued)**

- .03 Calls placed pursuant to the following rate plans are timed and billed in for an initial period of eighteen (18) seconds; usage thereafter is timed and billed in six (6) second increments.

Plan No.	Day	Evening	Night/Weekend
1	\$0.0650	\$0.0650	\$0.0650
2	\$0.0750	\$0.0750	\$0.0750
3	\$0.1250	\$0.1250	\$0.1250
4	\$0.1300	\$0.1300	\$0.1300
5	\$0.1400	\$0.1400	\$0.1400
6	\$0.1500	\$0.1500	\$0.1500
7	\$0.1600	\$0.1600	\$0.1600
8	\$0.1700	\$0.1700	\$0.1700

- .04 Calls placed pursuant to the following rate plans are timed and billed in for an initial period of sixty (60) seconds; usage thereafter is timed and billed in six (6) second increments.

Plan No.	Day	Evening	Night/Weekend
1	\$0.1500	\$0.1500	\$0.1500
2	\$0.1750	\$0.1750	\$0.1750
3	\$0.1900	\$0.1900	\$0.1900
4	\$0.2100	\$0.2100	\$0.2100
5	\$0.2350	\$0.2350	\$0.2350
6	\$0.2500	\$0.2500	\$0.2500
7	\$0.2700	\$0.2700	\$0.2700
8	\$0.2900	\$0.2900	\$0.2900

Issue Date:

Effective Date:

Kelli J. Somers, Vice President
2301 Ohio Drive
Plano, Texas 75093



2301 Ohio Drive, Suite 285 • Plano, Texas 75093 • Tel: 972-985-9224 • Fax: 972-596-2073

VIA OVERNIGHT COURIER

DEPOSIT

DATE

November 12, 1997

D 6 5 6 -

NOV 17 1997

Mr. Walter D'Haeseler
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

971512-TT

Dear Mr. D'Haeseler:

Enclosed for filing please find the original and twelve (12) copies of the application Comm/Net Services Corporation (Comm/Net) for authority to provide long distance services within the State of Florida. These services will include Direct Dial (Switched One Plus), Inbound Toll-Free, and Travel Card services. Please note that Comm Net does not plan to offer AOS type services this time. Comm/Net respectfully requests expedited treatment of the application so that it can make is services available to consumers and businesses in Florida as soon as possible.

Also submitted with this filing is a check amounting to \$250.00 for the requisite filing fee. Please verify your receipt of this submission by forwarding a date-stamped copy of this letter to me at the company's address. All questions regarding this matter should be referred to Diane J. Harbaugh. She can be reached by telephone at (972) 414-0486.

Respectfully submitted,

Kelli L. Somers

COMM-NET SERVICES
2301 OHIO DR., STE. 285
PLANO, TX 75093

COMPASS BANK
DALLAS, TX (718)

88-744/1110 718

1065

DATE CHECK NO AMOUNT

10/16/97

250.00

Florida PUC

two hundred and fifty dollars and no/100

PAY TO THE ORDER OF

MEMO

DOCUMENT NUMBER DATE

11771 NOV 17 97

AUTHORIZED SIGNATURE