



ORIGINAL  
FILE COPY

210 N. Park Ave.  
P.O. Drawer 200  
Winter Park, FL  
32790-0200  
  
Tel: 407-740-8575  
Fax: 407-740-0613

January 28, 1997  
OVERNIGHT

970126-TI

Florida Public Service Commission  
Division of Administration, Room G-50  
101 East Gaines Street  
Tallahassee, FL 32399-0850

RE: Initial Application and Tariff of North American Digicom Corporation for Authority to Provide Interexchange Telecommunications Services within the State of Florida.

Dear Sir/Madam:

Enclosed for filing are the original and twelve (12) copies of the above-referenced application of North American Digicom Corporation.

Also enclosed is a check in the amount of \$250 to cover the filing fee.

Please acknowledge receipt of this filing by returning, filed stamped, the extra copy of this letter in the self-addressed stamped envelope.

I may be reached at (407) 740-8575 with any questions, comments or correspondence regarding this application. Thank you for your assistance.

Sincerely,

Monique Byrnes  
Consultant to  
North American Digicom Corporation

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  
H.G.

cc: F. Grey, NADigicom  
file: NADigicom - FL  
tms: FL97000

- ACK \_\_\_\_\_
- AFA \_\_\_\_\_
- APP \_\_\_\_\_
- CAF \_\_\_\_\_
- CMU \_\_\_\_\_
- CTR \_\_\_\_\_
- EAG \_\_\_\_\_
- LEG \_\_\_\_\_
- LIN \_\_\_\_\_
- OPC \_\_\_\_\_
- RCH \_\_\_\_\_
- SEC \_\_\_\_\_
- WAS \_\_\_\_\_
- OTR \_\_\_\_\_

DOCUMENT NUMBER-DATE

011110 JAN 29 97

FPSC-RECORDS/REPORTING



210 N. Park Ave.  
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Winter Park, FL  
32790-0200

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January 28, 1997  
OVERNIGHT

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101 East Gaines Street  
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DEPOSIT TREAS. N.E.U. DATE

D449 JAN 29 97

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Sincerely,

*Handwritten signature*

1146

**NORTH AMERICAN DIGICOM CORPORATION**  
 100 E. REDMAN DR. SUITE 200 | TALLAHASSEE, FL 32304-7720  
 AURORA, CO 80014

PAY TO THE ORDER OF Florida Public Service Commission DATE 1/27/97

101 East Gaines Street no 250<sup>00</sup> DOLLARS

FOR Philip Tarrill



JAN 29 1997  
FILE COPY

210 N. Park Ave.  
P.O. Drawer 200  
Winter Park, FL  
32790-0200  
  
Tel: 407-740-8575  
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January 28, 1997  
**OVERNIGHT**

DEPOSIT TREAS. REC.      DATE  
D449      JAN 29 '97

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Sincerely,

*Monique Byrnes*  
Monique Byrnes  
Consultant to

North American Digicom Corporation

cc: F. Grey, NADigicom  
file: NADigicom - FL  
tms: FL97000

- ACK \_\_\_\_\_
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- APP \_\_\_\_\_
- CAF \_\_\_\_\_
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- LIN \_\_\_\_\_
- OPC \_\_\_\_\_
- RCH \_\_\_\_\_
- SEC \_\_\_\_\_
- WAS \_\_\_\_\_
- OTH \_\_\_\_\_

Originator to file with filing and  
form 100 and 101 of the district  
File in the office of clerk  
to the court  
Thank you for your assistance

AA

01110 JAN 29

ORIGINAL  
FILE COPY

**FLORIDA PUBLIC SERVICE COMMISSION**

**Application Form**

**for**

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

To: Florida Public Service Commission  
Division of Records and Reporting  
2540 Shumard Oak Boulevard  
Gerald R. Gunter Building, Room 270  
Tallahassee, Florida 32399-0850  
(904) 413-6600

This package includes the original and twelve (12) copies of the application along with a non-refundable application fee of \$250.00.

**1. This is an application for:**

- 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.

**Alternative Operator Service** - 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.

**Call aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers associated with such aggregated telecommunications business.

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

North American Digicom Corporation

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

North American Digicom Corporation

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

North American Digicom Corporation  
11059 E. Bethany Drive, Suite 104  
Aurora, Colorado 80014

Telephone: 303-695-7720  
Facsimile: 303-695-8188

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

None.

7. **Structure of organization:**

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

8. **If 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 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 the 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.

See: Attachment I

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

James E. Logan  
1000 Coral Ridge Drive  
#104  
Coral Springs, FL 33071

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

Fictitious name registration number: Not Applicable

- (d) 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.

No officer, director or stockholder of the Company has been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime. No officer, director or stockholder of the Company are involved in proceedings which may result in such action.

- (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 the company, give reason why not.

No officer, director, partner or stockholder of the Company is an officer, director or stockholder in any other Florida certificated telephone company.

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

**(a) The application:**

Monique Byrnes  
Consultant to North American Digicom  
Technologies Management, Inc.  
P.O. Drawer 200  
Winter Park, FL 32790-0200  
(407) 740-8575  
(FAX) 740-0613

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

Philip F. Grey, President  
North American Digicom Corporation  
11059 E. Bethany Drive, Suite 104  
Aurora, Colorado 80014

**(c) Tariff:**

Monique Byrnes  
Consultant to North American Digicom  
Technologies Management, Inc.  
P.O. Drawer 200  
Winter Park, FL 32790-0200  
(407) 740-8575

**(d) Complaints/Inquiries from customers:**

Anne Sherak  
North American Digicom Corporation  
11059 E. Bethany Drive, Suite 104  
Aurora, Colorado 80014  
(800) 290-9591



**11. List the states in which the applicant:**

- (a) **Has operated as an interexchange carrier.**  
North American Digicom Corporation currently operates in Colorado
- (b) **Has applications pending to be certificated as an interexchange carrier.**  
None
- (c) **Is certificated to operate as an interexchange carrier.**  
Not applicable.
- (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 carrier or other telecommunications entity, and the circumstances involved.**  
None

**12. What services will the applicant offer to other certified telephone companies:**

- |   |                                    |
|---|------------------------------------|
| <input type="checkbox"/> Facilities   | <input type="checkbox"/> Operators |
| <input type="checkbox"/> Billing and Collection                                 | <input type="checkbox"/> Sales     |
| <input type="checkbox"/> Maintenance  |                                    |
| <input checked="" type="checkbox"/> Other: <u>None anticipated at this time</u> |                                    |

**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.).

Not Applicable

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

<input checked="" type="checkbox"/> Residential customers	<input checked="" type="checkbox"/> Business customers
<input type="checkbox"/> PATS providers	<input type="checkbox"/> PATS station end-users
<input type="checkbox"/> Hotels & motels	<input type="checkbox"/> Hotel & motel guests
<input type="checkbox"/> Universities	<input type="checkbox"/> Univ. dormitory residents
<input checked="" type="checkbox"/> Other:(specify) <u>Anyone who uses the Company's service</u>	

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, NA Digicom's name will appear on the bill. Bills will include a toll-free number for inquiries or complaints (1-800-290-9591)

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

Customers will receive bills directly from the Company.

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).

See Attachment II.

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 mbps, 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, 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).

For direct dialed calls: 1 + destination number

For 800 calls: 1+ subscriber's 800 telephone number

For travel service calls: an 800 access number, plus identification number, plus the destination telephone number.

21. Other:

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 one and one-half percent, or currently applicable rates, on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax, or other currently applicable percentage, 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.

  
Philip F. Grey, President  
North American Digicom Corporation

4/22/91

**APPENDICES**

- A - Certificate of Transfer Statement
- B - Customer deposits and advance payments
- C - Intrastate network
- D - Florida telephone exchanges and EAS routes
- E - Glossary

**ATTACHMENTS:**

- I - Florida Secretary of State Registration; II - Proposed Tariff;
- III - Financial Statements; IV - Resumes

APPENDIX A

CERTIFICATE OF TRANSFER STATEMENT

I, \_\_\_\_\_, current holder of certificate number \_\_\_\_\_, have reviewed this application and join in the petitioner's request.

**Not Applicable.**

\_\_\_\_\_  
Signature of owner or chief officer of the certificate holder.

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

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):

- (X) 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.)

  
Phillip F. Grey, President  
North American Digicom Corporation

Date: 4/22/97

APPENDIX C  
INTRASTATE NETWORK

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

- |          |    |
|----------|----|
| 1) None. | 2) |
| 3)       | 4) |

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

- |  |    |
|--|----|
| 1) 11059 E. Bethany Drive<br>Suite 104<br>Aurora, CO 80014 | 2) |
| Leased - Siemens Stromberg Carlson                         |    |

- |    |    |
|----|----|
| 3) | 4) |
|----|----|

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

- |    | <u>POP-to-POP</u> | <u>TYPE</u> | <u>OWNERSHIP</u> |
|----|-------------------|-------------|------------------|
| 1) | None              |             |                  |
| 2) |                   |             |                  |
| 3) |                   |             |                  |



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)

Statewide.

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).

Not applicable.


6. **CURRENT FLORIDA INTRASTATE SERVICES:** Applicant has ( ) or has not (X) previously provided intrastate telecommunications in Florida. If the answer is has, fully describe the following:

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

Not applicable.

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

Not applicable.

  
Philip F. Grey, President  
North American Digicom Corporation

Date 1/27/92

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).

Jacksonville  
Gainesville  
Daytona Beach  
Ocala  
Orlando  
Cocoa  
Melbourne  
West Palm Beach  
Miami  
Pensacola  
Panama City  
Tallahassee  
Titusville

Tampa  
Clearwater  
St. Petersburg  
Lakeland  
Winter Park  
Ft. Lauderdale  
Pompano Beach  
Hollywood  
North Dade  
Sarasota  
Ft. Myers  
Naples

North American Digicom Corporation intends to offer service throughout the State of Florida.

  
\_\_\_\_\_  
Phillip F. Grey  
President  
North American Digicom Corporation

Date 1/27/97

**ATTACHMENT I**

**AUTHORITY TO OPERATE IN FLORIDA**



**FLORIDA DEPARTMENT OF STATE**  
**Sandra B. Mortham**  
**Secretary of State**

**January 10, 1997**

**LOUIS C. SCOTTI**  
**NORTH AMERICAN DIGICOM CORP.**  
**11059 E. BETHANY DR, SUITE 104**  
**AURORA, CO 80014**

**Qualification documents for NORTH AMERICAN DIGICOM CORPORATION were filed on January 7, 1997 and assigned document number F97000000176. Please refer to this number whenever corresponding with this office.**

**Your corporation is now qualified and authorized to transact business in Florida as of the file date.**

**A corporation annual report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.**

**Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.**

**Should you have any questions regarding this matter, please telephone (904) 487-6091, the Foreign Qualification/Tax Lien Section.**

**Hart Collins**  
**Senior Corporate Section Administrator**  
**Division of Corporations**

**Letter Number: 797A00001454**

**ATTACHMENT II**

**PROPOSED TARIFF**

**TITLE PAGE**  
**FLORIDA TELECOMMUNICATIONS TARIFF**  
**OF**  
**NORTE AMERICAN DIGICOM CORPORATION**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold telecommunication services provided by North American Digicom Corporation with principal offices located at 11059 E. Bethany Drive, Suite 104, Aurora, Colorado 80014. This tariff applies for services furnished within the State of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

---

**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:**

**Philip F. Grey, President**  
**North American Digicom**  
**11059 E. Bethany Drive, Suite 104**  
**Aurora, Colorado 80014**

**CHECK SHEET**

This tariff contains listed below are effective as of the date shown on each sheet. Original and revised pages as named below comprise all changes from the original tariff.

<b>SHEET</b>	<b>REVISION</b>	<b>SHEET</b>	<b>REVISION</b>
1	Original *	31	Original *
2	Original *	32	Original *
3	Original *	33	Original *
4	Original *	34	Original *
5	Original *	35	Original *
6	Original *	36	Original *
7	Original *	37	Original *
8	Original *	38	Original *
9	Original *	39	Original *
10	Original *	40	Original *
11	Original *	41	Original *
12	Original *	42	Original *
13	Original *		
14	Original *		
15	Original *		
16	Original *		
17	Original *		
18	Original *		
19	Original *		
20	Original *		
21	Original *		
22	Original *		
23	Original *		
24	Original *		
25	Original *		
26	Original *		
27	Original *		
28	Original *		
29	Original *		
30	Original *		

\* - Indicates new or revised sheet with this filing

**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:** Philip F. Grey, President  
North American Digicom  
11059 E. Bethany Drive, Suite 104  
Aurora, Colorado 80014

---

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Section 4.0 - Rates.....36

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**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:**

**Philip F.Grey, President  
North American Digicom  
11059 E. Bethany Drive, Suite 104  
Aurora, Colorado 80014**



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**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:**

**Philip F. Grey, President  
North American Digicom  
11059 E. Bethany Drive, Suite 104  
Aurora, Colorado 80014**

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**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:**

**Philip F. Grey, President  
North American Digicom  
11059 E. Bethany Drive, Suite 104  
Aurora, Colorado 80014**

**SYMBOLS**

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

- (D)** - Delete or Discontinue
- (I)** - Change Resulting in an Increase to a Customer's Bill
- (M)** - Moved from another 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.

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

---

**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:**

**Philip F. Grey, President  
North American Digicom  
11059 E. Bethany Drive, Suite 104  
Aurora, Colorado 80014**

---

**TARIFF FORMAT**

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff pages in effect. Consult the check sheet for sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a tariff filing is made with the FPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

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**SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS**

**1.1 Abbreviations**

The following abbreviations are used herein only for the purposes indicated below:

C.O.	-	Central Office
Corp.	-	Corporation
FCC	-	Federal Communications Commission
FPSC	-	Florida Public Service Commission
IXC	-	Interexchange Carrier
LATA	-	Local Access and Transport Area
LEC	-	Local Exchange Carrier
MTS	-	Message Telecommunications Service
PBX	-	Private Branch Exchange

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**SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)****1.2 Definitions**

**Access Line** - An arrangement which connects the Customer's telephone to a NA Digicom designated switching center or point of presence.

**Authorized User** - A person, firm, corporation, or any other entity authorized by the Customer to utilize the Carrier's service.

**Authorization Code** - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

**Available Usage Balance** - The amount of usage remaining on a Debit Account at any particular point in time. Each Debit Account has an Initial Account Balance which is stated either in U.S. dollars or Call Units, depending upon the type of service. The Available Balance is depleted as services provided by the Company are utilized by the Customer.

**Commission** - The Florida Public Service Commission.

**Company or Carrier** - North American Digicom Corporation unless otherwise clearly indicated by the context.

**Customer** - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

**Debit Account** - An account which consists of a pre-paid usage balance depleted on a real-time basis during each Debit Service call.

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**SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)****1.2 Definitions, (Cont'd.)**

**Debit Card** - A card issued by the Company which provides the Customer with a Personal Account Code and instructions for accessing the Carrier's network.

**Debit Service Call** - A service accessed via a "1-800" or other access code dialing sequence whereby the Customer or Authorized User dials all of the digits necessary to route a call. Network usage for each call is deducted from the available usage balance on a Company issued Debit Account.

**Dedicated Access** - A method of reaching the Company's services whereby the Customer is connected directly to the Company's Point of Presence without utilizing services of the local switched network.

**Equal Access** - Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, Customers presubscribe their telephone line(s) to their preferred interLATA carrier.

**Initial Usage Balance** - The amount of usage on a Debit Account upon issuance and before any depleting call activity.

**LEC** - Local Exchange Company.

**Marks** - A collective term to mean such items as trademarks, service marks, trade names and logos; copyrighted words, artwork, designs, pictures or images; or any other device or merchandise to which legal rights or ownership are held or reserved by an entity.

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**SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)****1.2 Definitions, (Cont'd.)**

**NA Digicom** - Used throughout this tariff to refer to North American Digicom Corporation.

**Personal Account Code** - A numeric or alpha-numeric sequence which uniquely identifies a travel card.

**Renewal** - A method of replenishing a Debit Account's Available Usage Balance with additional minutes of usage as authorized and paid for by the Customer.

**Serving Wire Center** - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

**Sponsor** - A corporation or other legal entity that exclusively permits the use of its Marks to the company for use with telephone cards or other merchandise, and contracts with the company for the marketing of the services described herein.

**Subscriber** - See Customer.

**Switched Access Origination/Termination** - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

**Travel Card** - A billing mechanism which enables the Customer to access the service of the Company while away from home or office.

**V & E Coordinates** - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purposed of rating calls.

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**SECTION 2.0 - RULES AND REGULATIONS**

**2.1 Undertaking of North American Digicom Corporation**

NA Digicom is a resale common carrier providing intrastate outbound direct dialed (1+) services, inbound 800 service and travel card service to Customers within the State of Florida.

NA Digicom services and facilities are furnished for communications originating at specified points within the State of Florida under terms of this tariff.

NA Digicom provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this tariff. NA Digicom may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the NA Digicom services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services is provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

**2.2 Applicability of Tariff**

This tariff is applicable to telecommunications services provided by NA Digicom within the state of Florida.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.3 Payment and Credit Regulations****2.3.1 Payment Arrangements**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company or its authorized agent any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Payments for service provided in association with Company-issued Debit Accounts must be received by the Company or its authorized agent prior to the activation of the Customer's Debit Account. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Florida PSC. Any objections to billed charges or Debit Account depletions must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills or Debit Account Available Usage balance shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this tariff.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.3 Payment and Credit Regulations, (Cont'd.)****2.3.1 Payment Arrangements, (cont'd.)**

Renewal of Customer Account Balances made by charges to commercial credit cards are subject to the terms and conditions of the issuing commercial credit card company and those of NA Digicom's credit card processing agent. Renewals of Customer Account Balances made by cashier's checks are subject to the terms and conditions of the issuing financial institution.

**2.3.2 Deposits**

The Company does not require a deposit from the Customer or Subscriber.

**2.3.3 Advance Payments**

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

**2.3.4 Taxes**

Company reserves the right to bill any and all applicable taxes in addition to normal long distance usage charges, including, but not limited to: Federal Excise Tax, State Sales Tax, Municipal Taxes, and Gross Receipts Tax. Unless otherwise specified in this tariff, such taxes will be itemized separately on Customer invoices. For pre-paid services, taxes and fees shall be included in the rates and charges stated in the Company's rate schedule for this service.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.4 Refunds or Credits for Service Outages or Deficiencies****2.4.1 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer or Subscriber, or to the failure of channels, equipment and/or communications systems provided by the Customer or Subscriber, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer. Interruptions caused by Customer-provided, Subscriber-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via LEC access. For purposes of credit computation every month shall be considered to have 30 days. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than twenty-four hours. For message rated toll services, credits will be limited to, at maximum, the price of the initial period of individual call that was interrupted.

The Customer shall be credited for an interruption of one day (24 hours) or more at the rate of 1/30th of the monthly charge for the services affected for each day that the interruption continues.

Credit Formula:

$$\text{Credit} = A/30 \times B$$

A = outage time in days

B = total monthly charge for affected service.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.4 Refunds or Credits for Service Outages or Deficiencies,  
(Cont'd.)****2.4.2 Inspection, Testing and Adjustment**

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

**2.4.3 Liability**

- A. The liability of the Company for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.
- B. The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.4 Refunds or Credits for Service Outages or Deficiencies,  
(Cont'd.)**

**2.4.3 Liability (cont'd.)**

- C. The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this tariff, or (ii) for connecting, combining, or adapting Company's facilities with Customer's or Subscriber's apparatus or systems, or (iii) for any act or omission of the Customer or Subscriber, or (iv) for any personal injury or death of any person, or for any loss of or damage to Subscriber's or Customer's premises or any other property, whether owned by Customer, Subscriber or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.
- D. The Company will provide credit on charges disputed by Customer in writing that are verified as incorrect by Company. If objection in writing is not received by Company within a reasonable period of time after bill is rendered (as determined by current law and regulatory policy), the account shall be deemed correct and binding upon the Customer.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.4 Refunds or Credits for Service Outages or Deficiencies,  
(Cont'd.)**

**2.4.3 Liability (cont'd.)**

- E. The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Debit Cards or Personal Account Codes issued for use with the Company's services. Nor will the Company be liable for any claim, loss or refund on any unused balance remaining on a Debit Card provided to a Customer.
  
- F. The Company shall not be liable for any claim, loss or refund on any unused portion of the usage balance remaining in a Debit Account provided to a Customer before or after the expiration date assigned to each Debit Account.

**2.5 Minimum Service Period**

The minimum service period is one month (30 days).

**2.6 Cancellation by Customer**

Unless otherwise specified elsewhere in this tariff or by mutually accepted contract between the Customer and the Company, service may be canceled by the Subscriber or Customer on not less than 30 days prior written notice to the Company. Prepaid service may be cancelled by fully depleting the available balance of the Customer account and/or by not renewing a renewable account.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.7 Refusal or Discontinuance by Company**

- 2.7.1** Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges when the Company deems it necessary to take such action to prevent unlawful use of its service. NA Digicom will restore services as soon as it can be provided without undue risk.
- 2.7.2** NA Digicom may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given 15 days notice to comply with any rule or remedy any deficiency:
- A. For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
  - B. For use of telephone service for any purpose other than that described in the application.
  - C. For neglect or refusal to provide reasonable access to NA Digicom or its agents for the purpose of inspection and maintenance of equipment owned by NA Digicom or its agents.
  - D. For noncompliance with or violation of Commission regulation or NA Digicom's rules and regulations on file with the Commission, provided five (5) working days' written notice is given before termination.
  - E. For nonpayment of bills, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases. Such notice will be provided in a mailing separate from the Customer's regular monthly bill for service.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.7 Refusal or Discontinuance by Company, (Cont'd.)**

**2.7.2 (cont'd.)**

- F. Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect NA Digicom's equipment or service to others.
- G. Without notice in the event of tampering with the equipment or services owned by NA Digicom or its agents.
- H. Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, NA Digicom may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- I. Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.
- J. When the Available Account Balance of a non-renewable account is depleted to a level insufficient to place a one-minute call to the location of least cost.
- K. When the established expiration date of the Debit Account is reached.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.8 Limitations of Service**

- 2.8.1** Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.8.2** NA Digicom reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of law.
- 2.8.3** 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.
- 2.8.4** NA Digicom reserves the right to discontinue the offering of service or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.9 Use of Service**

Service may be used for any lawful purpose for which it is technically suited. Customers or Subscribers reselling or rebilling NA Digicom's Florida intrastate service must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.10 Employee Concessions**

[Reserved for Future Use]

**2.11 Terminal Equipment**

Company's facilities and service may be used with or terminated in Customer-provided or Subscriber-provided terminal equipment or systems, such as PBXs, key systems, multiplexers, repeaters, signaling sets, teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the Customer or Subscriber, except as otherwise provided. Subscriber or Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Company's service.

**2.12 Applicable Law**

This tariff shall be subject to and construed in accordance with Florida law.

**2.13 Cost of Collection and Repair**

Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. The Customer or the Subscriber is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.14 Tests, Pilots, Promotional Campaigns and Contests**

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for winner of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time the Company may waive all processing fees for a Customer.

These promotions will be approved by the FPSC with specific starting and ending dates with promotions running under no circumstances longer than 90 days in any twelve month period.

**2.15 Toll Free Services**

- 2.15.1** The Company will make every effort to reserve 800/888 toll free vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available.
- 2.15.2** The Company will participate in porting 800/888 numbers only if the account balance is zero and all charges incurred as a result of the toll free number have been paid.
- 2.15.3** 800/888 numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor Customer requests for a change in Resp. Org. or 800/888 service provider for 800/888 numbers dedicated to the sole use of that single Customer.
- 2.15.4** If a Customer who has received a toll free number does not subscribe to 800/888 service within ninety (90) days, the Company reserves the right to make the assigned number available for use by another Customer.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.16 Other Rules**

- 2.16.1** NA Digicom reserves the right to validate the credit worthiness of Customers or Authorized Users through available verification procedures.
  
- 2.16.2** The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers or Customers as required to meet changing regulations, rules or standards of the FPSC.

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**SECTION 3.0 - DESCRIPTION OF SERVICE**

**3.1 General**

NA Digicom provides direct dialed (1+) service, inbound 800 service, travel card service, debit card service and directory assistance for communications originating and terminating within the State of Florida under terms of this tariff. Operator Services are not furnished by NA Digicom. Operator Services will be provided and billed by the Company's underlying carrier at rates as described in the underlying carrier's tariff on file with the Florida Public Service Commission.

**3.2 Quality and Grade of Service Offered**

Minimum Call Completion Rate - Customers can expect a call completion rate of not less than 90% during peak use periods for Feature Group D 1+ dialing. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)****3.3 Calculation of Distance**

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

The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the "V" and "H" coordinates found in BellCore's V&H Tape and NECA FCC Tariff No. 4.

- Step 1 - Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.
- Step 2 - Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates.
- Step 3 - Square the differences obtained in Step 2.
- Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)****3.3 Calculation of Distance, (Cont'd.)**

EXAMPLE: Distance between Miami and New York City -

	V	H
Miami:	8,351	529
New York:	<u>4,997</u>	<u>1,406</u>
Difference:	3,354	-877
Square and add:	11,249,316 + 769,129 = 12,018,445	
Divide by 10:	12,018,445 / 10 = 1,201,844.5	
Round up:	1,201,845	
Take square root:	$\sqrt{1,201,845} = 1,096.3$	
Round up:	1,097 miles	

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)****3.4 Timing of Calls**

Billing for calls placed over the NA Digicom network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- 3.4.1** Call timing begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.4.2** Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.2.3** Minimum call duration periods for billing purposes vary by service option and are specified in Section 4 of this tariff.
- 3.2.4** For billing purposes, usage after the initial period varies by service and is specified in Section 4 of this tariff.
- 3.2.5** The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, NA Digicom will, after review of the appropriate records, issue credit for the call if reasonable proof or justification for the credit exists.
- 3.2.6** Should a call originate in one rate period and terminate in another rate period the entire call will be billed by the rates in effect at the time of connection based on the originating rate period.

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.5 Rate Periods**

Unless otherwise specified in this tariff, the following rate periods apply to all services subject to time of day discounts:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	PEAK PERIOD						
5:00 PM TO 11:00 PM*	OFF-PEAK PERIOD						
11:00 PM TO 8:00 AM*							

\* Up to but not including.

**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:** Philip F. Grey, President  
North American Digicom  
11059 E. Bethany Drive, Suite 104  
Aurora, Colorado 80014

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.6 One-Plus Service - Switched**

One Plus Service - Switched is an interstate service designed for outbound calling. Calls are billed in six (6) second increments with an initial billing period of eighteen (18) seconds. Calls originate from Customer-provided standard business or residential switched access lines.

**3.7 Inbound Service - Switched**

Inbound Service - Switched is available to business and residential subscribers for incoming calls. Calls originate from any interstate or intrastate location over an 800/888 number and terminate to a Customer-provided residential or business switched access line. Call charges are billed to the Subscriber rather than to the originating caller. Calls are billed in six (6) second increments with a minimum billing period of eighteen (18) seconds. Rates are based on the term commitment agreed to between the Company and the Customer. A monthly service charge per 800/888 number applies.

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**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:**

**Philip F. Grey, President  
North American Digicom  
11059 E. Bethany Drive, Suite 104  
Aurora, Colorado 80014**

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.8 One-Plus Service - Dedicated**

Interstate dedicated outbound service designed for business customers. Calls are billed in six (6) second increments with an eighteen (18) second minimum billing period. No minimum commitment is required. Calls originate from Customer-provided dedicated access lines.

**3.9 Toll Free Service - Dedicated**

Dedicated Toll Free Service is available to Subscribers for incoming calls. Calls originate from any interstate or intrastate location over a toll free 800/888 number and terminate to a customer-provided dedicated access line. Call charges are billed to the subscriber rather than to the originating caller. Calls are billed in one minute increments with a minimum call duration for billing purposes of one minute. A monthly service charge applies per toll free number.

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**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:**

**Philip F. Grey, President  
North American Digicom  
11059 E. Bethany Drive, Suite 104  
Aurora, Colorado 80014**

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)****3.10 Travel Card Service**

Travel Card is available to Subscribers for placing calls while away from home or office. Calls are originated by dialing a toll-free access number, followed by the terminating telephone number and personal identification number. Calls may originate from standard residential, business, hotel or pay telephone access lines and may terminate to any interstate or intrastate location. Calls are billed in six (6) second increments with a minimum call duration for billing purposes of eighteen (18) seconds. There is no per call surcharge.

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**ISSUED:****EFFECTIVE:****ISSUED BY:**

**Philip F. Grey, President**  
North American Digicom  
11059 E. Bethany Drive, Suite 104  
Aurora, Colorado 80014

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)****3.11 Debit Card Service - I**

Debit Card Service is a pre-paid telecommunications service available to residential and business Subscribers for placing calls while away from home or office. Calls are originated by dialing the toll-free access number printed on the card, followed by an account identification number and personal identification number. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any interstate or intrastate location.

Calls are billed in six (6) second increments. The minimum call duration for billing purposes is one (1) minute. Debit Card Service is available 24 hours a day, seven days per week. The number of available cards is subject to technical limitations. Cards will be offered to customers on a first come, first served basis.

**1. Exclusions**

Calls to 500, 700, 800 and 900 numbers  
Calls requiring the quotation of time and charges  
Air to ground and High seas services

**2. Service Availability**

- a. All calls must be charged against a Company Debit Card that has sufficient available balance.
- b. A Customer's call will be interrupted with an announcement when the balance is about to be depleted. Such announcement will occur one minute before the balance will be depleted.
- c. Calls in progress will be terminated by the Company if the balance on the Company Debit Card is insufficient to continue the call and the Customer fails to recharge their card.
- d. Payment for the Company Debit Card and any Available Usage in a Customer's Debit Account is non-refundable.

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**ISSUED:****EFFECTIVE:**

**ISSUED BY:** Philip F. Grey, President  
North American Digicom  
11059 E. Bethany Drive, Suite 104  
Aurora, Colorado 80014

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)****3.12 Company Debit Card Service - Sponsor Program**

The Debit Card Sponsor Program is offered to organizations or commercial entities for distribution to their members or patrons. The marketing vehicle and expiration period is selected by the Sponsor upon joint agreement between the Company and the Sponsor. The Sponsor is responsible for obtaining all necessary permissions for the use of any trade mark, trade name, service mark or other image on the card. The Sponsor may distribute the Carrier's debit card accounts at reduced rates or free of charge to end users for promotional purposes. At the option of the sponsor, these cards may not be replenishable. The Company reserves the right to approve or reject any image and to specify the customer information language and use of the Carrier's trade mark, trade name, service mark or other image on the card.

**3.13 Directory Assistance**

Directory Assistance is available to Customers of NA Digicom. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

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**ISSUED:****EFFECTIVE:****ISSUED BY:**

Philip F. Grey, President  
North American Digicom  
11059 E. Bethany Drive, Suite 104  
Aurora, Colorado 80014



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**SECTION 4.0 - RATES****4.1 General**

Each Customer is charged individually for each call placed through the Company. Charges may vary by service offering, mileage band, class of call, time of day, day of week and/or all duration.

Customers are billed based on their use of North American Digicom Communications's services and network. No installation charges apply.

North American Digicom offers flat rate billing plans based on a Customer's estimated monthly billing usage. Should the Customer not meet the monthly estimated usage, the Company and the Customer will determine whether this is the correct plan for the Customer. In any case, the Customer will not be billed the minimum usage should the estimated monthly billing not be met.

In addition, the Company offers Customers Term Plan Agreements of six (6) months, 1 year, and 2 years. Customers who elect a term plan will receive the following discounts on the rate per minute for each service subscribed to in the Plan.

Six month:	0.03%
1 year:	0.05%
2 years:	0.08%

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**ISSUED:****EFFECTIVE:**

**ISSUED BY:** Philip F. Grey, President  
North American Digicom  
11059 E. Bethany Drive, Suite 104  
Aurora, Colorado 80014

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**SECTION 4.0 - RATES, (CONT'D.)****4.2 Exemptions and Special Rates****4.2.1 Discounts for Hearing Impaired Customers**

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. Discounts do not apply to surcharges or per call add-on charges when the call is placed by a method that would normally incur the surcharge.

- A. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and the night/weekend rate during the evening rate period.
- B. The credit to be given on a subsequent bill for such calls placed by TDDs with the assistance of the relay center will be equal to 50% of the rate for the applicable rate period. If either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted at 60% of the applicable rate.

**4.2.2 Emergency Call Exemptions**

The following calls are exempted from all charges: Emergency calls to recognizable authorized civil agencies including police, fire, ambulance, bomb squad and poison control. North American Digicom Communications will only handle these calls if the caller dials all of the digits to route and bill the call. Credit will be given for any billed charges pursuant to this exemption on a subsequent bill after verified notification by the billed Customer within thirty (30) days of billing.

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**ISSUED:****EFFECTIVE:****ISSUED BY:**

Philip F. Grey, President  
North American Digicom  
11059 E. Bethany Drive, Suite 104  
Aurora, Colorado 80014

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**SECTION 4.0 - RATES, (CONT'D.)**

**4.2 Exemptions and Special Rates, (Cont'd.)**

**4.2.3 Directory Assistance Charges for Handicapped Persons**

Presubscribed residential Customers or authorized users of Customers' services who are certified as handicapped are exempt from applicable Directory Assistance charges for the first 50 directory assistance calls per month.

**4.3 Late Payment Charge**

A late fee of 1.5% per month will be charged on any past due balance.

**4.4 Return Check Charge**

A return check charge of \$15.00 or 5% of the balance due (whichever is greater) will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company) and pursuant to Florida law and FPSC regulations.

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**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:**

Philip F. Grey, President  
North American Digicom  
11059 E. Bethany Drive, Suite 104  
Aurora, Colorado 80014

**SECTION 4.0 - RATES, (CONT'D.)**

**4.5 One-Plus Service - Switched**

Calls are billed in six (6) second increments with an initial billing period of eighteen (18) seconds.

<u>Monthly Estimated Billing</u>	<u>Per Minute Rate</u>
Less than \$100.00	\$0.1500
\$100.01-300.00	\$0.1450
\$300.01-500.00	\$0.1400
\$500.01-1000.00	\$0.1350
\$1000.01 +	\$0.1300

**4.6 Inbound Service - Switched**

Calls are billed in six (6) second increments with a minimum billing period of eighteen (18) seconds.

<u>Monthly Estimated Billing</u>	<u>Per Minute Rate</u>
Less than \$100.00	\$0.1500
\$100.01-300.00	\$0.1450
\$300.01-500.00	\$0.1400
\$500.01-1000.00	\$0.1350
\$1000.01 +	\$0.1300
 Monthly Service Charge Per toll free number	  \$4.95

**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:** Philip F. Grey, President  
North American Digicom  
11059 E. Bethany Drive, Suite 104  
Aurora, Colorado 80014

**SECTION 4.0 - RATES, (CONT'D.)****4.7 One-Plus Service - Dedicated**

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

<u>Monthly Estimated Billing</u>	<u>Rate Per Minute</u>
Less than \$2000.00	\$.120
\$2000.01- \$2500.00	\$.115
\$2500.01- \$3000.00	\$.110
\$3000.01- \$3500.00	\$.107
\$3500.01- \$4000.00	\$.105
\$4000.01- \$4500.00	\$.102
\$4500.01- \$5000.00	\$.100
\$5000.01- \$6000.00	\$.098
\$6000.01 +	\$.095

**4.8 Toll Free Service - Dedicated**

Calls are billed in one minute increments with a minimum call duration for billing purposes of one minute. A monthly service charge applies per toll free number.

<u>Monthly Estimated Billing</u>	<u>Rate Per Minute</u>
Less than \$2000.00	\$.120
\$2000.01- \$2500.00	\$.115
\$2500.01- \$3000.00	\$.110
\$3000.01- \$3500.00	\$.107
\$3500.01- \$4000.00	\$.105
\$4000.01- \$4500.00	\$.102
\$4500.01- \$5000.00	\$.100
\$5000.01- \$6000.00	\$.098
\$6000.01 +	\$.095
 Monthly Service Charge Per toll free number	 \$4.95

ISSUED:

EFFECTIVE:

ISSUED BY:

Philip F. Grey, President  
North American Digicom  
11059 E. Bethany Drive, Suite 104  
Aurora, Colorado 80014

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**SECTION 4.0 - RATES, (CONT'D.)****4.9 Travel Card Service**

Travel Card is available to Subscribers for placing calls while away from home or office. Calls are originated by dialing a toll-free access number, followed by the terminating telephone number and personal identification number. Calls may originate from standard residential, business, hotel or pay telephone access lines and may terminate to any interstate or intrastate location. Calls are billed in six (6) second increments with a minimum call duration for billing purposes of eighteen (18) seconds. There is no per call surcharge.

Per Minute Rate: \$ .25

**4.10 Debit Card Service - I**

Calls are billed in six (6) second increments. The minimum call duration for billing purposes is one (1) minute.

Per Minute Usage Charge: \$0.30

**4.12 Company Debit Card Service - Sponsor Program**

The Sponsor may distribute the Carrier's debit card accounts at reduced rates or free of charge to end users for promotional purposes. Calls are billed in six (6) second increments. The minimum call duration for billing purposes is one (1) minute.

Per Minute Usage Charge: \$0.30

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**ISSUED:****EFFECTIVE:****ISSUED BY:**

Philip F. Grey, President  
North American Digicom  
11059 E. Bethany Drive, Suite 104  
Aurora, Colorado 80014

**SECTION 4.0 - RATES, (CON'T'D.)**

**4.13 Directory Assistance**

Directory Assistance is available to Customers of NA Digicom. A Directory Assistance Charge applies to each call to the Directory Assistance Bureau, up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Per call charge: \$0.75

**ISSUED:**

**ISSUED BY:**

**WILLIAM H. GIBBY, President**  
**North American Digicom**  
**1708 N. Atlantic Blvd., Suite 104**  
**Altoona, Colorado 80014**

**EFFECTIVE:**

**ATTACHMENT III**

**FINANCIAL STATEMENTS**



**Custom Network Solutions, Inc.**

**Financial Capability**

1. Please provide documentation that the Applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
2. Please provide documentation that the Applicant has sufficient financial capability to maintain the requested service.
3. Please provide documentation that the Applicant has sufficient financial capability to meet its lease or ownership obligations.

North American Digicom Corporation ("NA Digicom") is a new company and provides its pro forma balance sheet and projected income statement as evidence of its financial stability and capability to offer, provide and maintain the services described in its application and tariff.

NA Digicom leases a switch, located in Aurora Colorado. However, the Company will not backhaul intrastate Florida traffic to and from its switch, and therefore proposes to operate as a switchless reseller in the state of Florida. The Company does possess the financial capability to manage its lease obligations. No additional capital requirements or expenses that will be incurred by the Company with expanded operations to the State of Florida. All network switching and transmission is provided by the Company's underlying carrier.

NA Digicom does not intend to lease or own any offices in Florida. The Company's primary ongoing expense will be the payment of commissions to sales personnel, which does not occur until the company has received payment from its customers.

**NORTH AMERICAN  
DIGICOM  
CORPORATION**

Balance Sheet  
December 31, 1996  
(unaudited)

**Assets**

Current Assets	\$ 13,596
Cash	\$ 618,750
Negotiable Securities	\$ 8,964
Deposits	
Total Current Assets	\$ 641,310
Property & Equipment	\$ 150,603
Computer Telephony Equipment	\$ 37,500
Office Equipment	\$ 30,050
Leasehold Improvement	
Total Property & Equipment	\$ 218,153
Other Assets	\$ -0-
Total Assets	<u>\$ 859,463</u>

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**Liabilities & Equity**

Current Liabilities	\$ 20,000
Accounts Payable	
Long Term Debt	\$ 58,000
Common Stock, \$0.00 par value 50,000,000 shares authorized, 5,000,000 issued and outstanding	\$ -0-
Paid in Capital	\$ 781,463
Total Stockholders Equity	
Total Liabilities and Equity	<u>\$ 859,463</u>

North American Digicom  
Corporation  
Projected Cashflow Income Statement (1997)

	Feb-97	Mar-97	Apr-97	May-97	Jun-97	Jul-97	Aug-97
<b>Total Minutes Sold</b>	3,000,000	3,000,000	3,000,000	3,750,000	4,687,500	5,859,375	7,324,219
<b>Revenue (Sales)</b>							
One Plus	\$ 236,250	\$ 236,250	\$ 236,250	\$ 295,313	\$ 369,141	\$ 461,428	\$ 576,782
Pre-Paid Products	\$ 112,500	\$ 112,500	\$ 112,500	\$ 140,625	\$ 175,781	\$ 219,727	\$ 274,856
<b>Total Revenue</b>	\$ 348,750	\$ 348,750	\$ 348,750	\$ 435,938	\$ 544,922	\$ 681,152	\$ 851,440
<b>Acquisition Cost of Time</b>							
One Plus	\$ 106,875	\$ 106,875	\$ 106,875	\$ 133,594	\$ 166,962	\$ 208,740	\$ 260,925
Pre-Paid Products	\$ 71,250	\$ 71,250	\$ 71,250	\$ 89,063	\$ 111,328	\$ 139,160	\$ 173,950
<b>Gross Profit Before Expenses</b>	\$ 178,125	\$ 178,125	\$ 178,125	\$ 222,656	\$ 278,320	\$ 347,800	\$ 434,875
<b>Less Operating Expenses</b>							
Administration & Salaries	\$ 25,000	\$ 30,000	\$ 30,000	\$ 35,000	\$ 40,000	\$ 50,000	\$ 55,000
Rent	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
Equipment Lease	\$ 30,800	\$ 30,800	\$ 30,800	\$ 30,800	\$ 30,800	\$ 30,800	\$ 30,800
Travel & Entertainment	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 10,000	\$ 10,000	\$ 10,000
Insurance	\$ 500	\$ 500	\$ 500	\$ 500	\$ 3,000	\$ 3,000	\$ 3,000
Telephone & Postage	\$ 225	\$ 225	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Legal & Accounting	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Advertising & Promotion	\$ 1,000	\$ 1,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Miscellaneous	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
<b>Total Expenses</b>	\$ 68,525	\$ 71,525	\$ 90,800	\$ 95,800	\$ 112,300	\$ 122,300	\$ 127,300
<b>Net Income Before Taxes</b>	\$ 111,600	\$ 106,600	\$ 87,325	\$ 126,856	\$ 166,020	\$ 225,600	\$ 307,575
<b>Taxes</b>	\$ 44,640	\$ 42,840	\$ 34,930	\$ 50,743	\$ 68,408	\$ 90,240	\$ 123,030
<b>Net Income (Loss)</b>	\$ 66,960	\$ 63,760	\$ 52,395	\$ 76,114	\$ 98,612	\$ 135,360	\$ 184,545
<b>Cumulative Total Income</b>	\$ 66,960	\$ 130,920	\$ 183,315	\$ 259,429	\$ 358,041	\$ 494,401	\$ 678,946

North American Digicom  
Corporation  
Projected Cashflow Income Statement (1997)

Sep-97	Oct-97	Nov-97	Dec-97
7,690,430	8,074,951	8,478,699	10,598,373
\$ 605,621	\$ 635,902	\$ 667,698	\$ 834,622
\$ 288,391	\$ 302,811	\$ 317,951	\$ 397,439
\$ 894,012	\$ 938,713	\$ 985,649	\$ 1,232,061
\$ 273,972	\$ 287,670	\$ 302,054	\$ 377,567
\$ 182,648	\$ 191,780	\$ 201,369	\$ 251,711
\$ 456,619	\$ 479,450	\$ 503,423	\$ 629,278
\$ 60,000	\$ 65,000	\$ 70,000	\$ 75,000
\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
\$ 30,800	\$ 30,800	\$ 30,800	\$ 30,800
\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
\$ 5,000	\$ 5,000	\$ 5,000	\$ 6,000
\$ 1,500	\$ 1,500	\$ 1,500	\$ 2,000
\$ 5,000	\$ 5,000	\$ 5,000	
\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
\$ 138,300	\$ 141,300	\$ 146,300	\$ 147,800
\$ 320,319	\$ 338,150	\$ 357,123	\$ 481,478
\$ 128,128	\$ 135,280	\$ 142,849	\$ 182,581
\$ 192,192	\$ 202,890	\$ 214,274	\$ 288,897
\$ 871,138	\$ 1,074,028	\$ 1,288,302	\$ 1,577,189

**ATTACHMENT IV**

**MANAGERIAL AND TECHNICAL CAPABILITIES**

**PHILIP F. GREY**, Chief Executive Officer, President and Director of North American Digicom, has been a director and the Chief Executive Officer of the Company since the Company's inception in December of 1995. Mr. Grey has owned and operated several successful enterprises. Mr. Grey has worked with several formation stage companies and has taken numerous companies through the process of going public.

For the last five years Mr. Grey has served as the President of Penrod Oil Company of Texas, a private held energy company. Additionally, Mr. Grey owned and operated Philips Energy during the same period of time. Also during that time frame, Mr. Grey owned Premier Financial, Inc., a firm specializing in capital formation and corporate finance consulting to small and medium sized companies. Mr. Grey's expertise in running "young" businesses makes him a valuable addition to the Company.

**WAYNE JOHNSON**, Chief Operating Officer, and Director of North American Digicom Corporation, has provided the technological expertise to the Company since its inception. Prior to joining North American Digicom Corporation he served in numerous positions where his vast technological experience was utilized.

In the past five year, Mr. Johnson has served as Director of Engineering for Key Communications Group where he was responsible for all aspects of the design and implementation of a new wireless telephony system; International Network Solutions, where he served as Director of Installation where he was responsible for implementing the installation of a Voice and Data Network.

Additionally, Mr. Johnson owned and operated International Communications Consultants, Inc. a communications consulting firm that specialized in the planning, design, support and installation of communications networks. Some of his clients have included: AT&T, MCI, GTE, RCA, Westinghouse, R.R. Donnelly, CIA, FBI, U.S. Navy, U.S. Army, Ford Aerospace, Kimberly Clark, IBM, NASA, Micro-Tel, Cellular One, the United States Government, several foreign governments and many more.

**ANNE M. WATSON**, Director of Customer Service. Ms. Watson brings several years of personnel management experience in both the health care industry and telecommunications. Anne's prior position was directing the customer service operations for a telecommunications reseller. Her responsibilities included supervising all service requests, problem resolution, and overseeing all computer services including LDU compensation, bonus programs, management reporting, downloading billing information and ANI status reports from carriers. She has also sold long-distance and other communications services to residential and commercial accounts.

Anne has owned and operated a small business and been instrumental in developing other new businesses. She has expertise in office management, staff training and development, sales and marketing support. Anne has specific experience in customer service operations with a belief and commitment to customer satisfaction as the foundation of a company.