Florida Public Service Commission
Division of Records and Reporting
101 East Gaines Street
Tallahassee，Florida 32399－0850
（904）488－4733
RE：Corrected Tariff in the Interexchangc Carrier Application of Sun Net Telecoms，Inc．－961436－TI

## Dear Mr．D＇Haeseleer：

Enclosed for filing is a complete corrected proposed tariff for Sun Net Telecoms，Inc．，in its application for Authority to Provide Interexchange Telecommunications Service in Florida．

The corrections are pursuant to Staff and add language related to distance calculations and rate periods．The entire tariff is being filed because it was erroneously labeled as Florida Tariff No．2，rather than Florida Tariff No． 1.

Questions pertaining to this application or tariff should be directed to my attention at（407）740－8575．

Please acknowledge receipt of this filing by returning，file－stamped，the extra copy of this cover letter in the self－addressed，stamped envelope enclosed for this purpose．

Thank you for your assistance．


Sincerely，


Steven Wyrick
Consultant to
Sun Net Telecoms，Inc．
cc：Peter Fisher，Sun Net
file：$\quad$ SunN－FL
tux：FL96000A

Tel：407．740－8575
Fax：407．740－0613

## TITLE PAGE

## FLORIDA TELECOMMUNICATIONS TARIFF

## PREPAID SERVICES

## OF

SunNet Telecom, Inc.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of prepaid resold telecommunication services provided by SunNet Telecom, Inc. ("SunNet") with principal offices located at 8895 North Military Trail, Suite 202B, Palm Beach Gardens, Florida 33410. This tariff applies to 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.

## CHECK SHEET

The pages 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.

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## REVISION

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* Indicates new or revised sheet with this filing


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ISSUED BY: Peter Fisher, President 8895 North Military Trail, Suite 202B Palm Beach Gardens, Florida 33410

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## 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.

## 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 4 th revised Sheet 14 cancels the $3 r d$ 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 pases 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:

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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.

## ISSUED BY: Peter Fisher, President

 8895 North Military Trail, Suite 202B Palm Beach Gardens, Florida 33410
# SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS 

### 1.1 Abbreviations

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

| FCC | - | Federal Communications Commission |
| :--- | :--- | :--- |
| FPSC | Florida Public Service Commission |  |
| IXC | - | Interexchange Carrier |
| LEC | Local Exchange Carrier |  |
| MTS | - Message Telecommunications Service |  |

SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd)

### 1.2 Definitions

Account Code or Authorization Code - A number assigned to each Customer Account which enables the Company to identify the service user for rating and processing of calls.

Authorized User - A person, firm, corporation or other entity who is authorized by the Customer to be connected to or to use the Company's service under the terms and regulations of this tariff.

Available Account Balance - The amount of usage remaining on a Customer Account at any particular point in time. Each Customer Account has an Initial Account Balance which is stated in either U.S. dollars or Call Units, depending on the type of service. The Available Balance is Depleted by the appropriate dollar amount or number of call Units, respectively, based on the actual usage of the Company's service.

Call Unit - A Call Unit is a measurement of usage, such that a specified quantity of Call Units equate to one minute of usage. For example, one Call Unit may equate to one minute of interstate usage, while several Call Units may equate to one minute of international usage. Call Units are depleted on a per-call, real time basis.

Carrier - Used throughout this tariff to refer to SunNet Telecom, Inc. unless otherwise clearly indicated by the context.

Commission - Florida Public Service Commission.
Company - Used throughout this tariff to refer to SunNet Telecom, Inc. unless otherwise clearly indicated by the context.

Customer - Any person, firm, partnership, corporation, or other entity which uses telecommunications services under the provisions and regulations of this tariff and is responsible for payment of charges.

Customer Account - An account which is not associated with a Local Exchange Carrier switched access business or residential line. Customer Accounts consist of prepaid balances which are Depleted on a real time basis during each call placed on each account.

Depletion - Reductions in the Available Balance based on usage of the Customer Account. Depletion of Dollar-Based Accounts occurs on a real time basis at the tariffed per minute rates contained herein. Depletion of Unit-Based Accounts occurs on a real time basis at the tariffed number of Call Units per minute contained herein.

# SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd) 

### 1.2 Definitions, (Cont'd)

Initial Account Balance - The Available Balance of a Customer Account upon issuance and before any Depleting call activity. The Initial Account Balance is expressed in either U.S. Dollars or in Call Units.

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.

Renewal - A method of replenishing the Available Balance with additional quantities as authorized and paid for by the Customer. Renewal of Available Balances may be limited by the amount or the class of service.

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

Sponsor Accounts - Certain Customer Accounts are designated as Sponsor Accounts and are offered in conjunction with another entity which permits the use of it's name, logo, picture or other such Mark, under separate contract, to the Company in exchange for a sales commission based on the usage or sale of the particular Sponsor Accounts. The entity which permits the use of such name, logo, picture or other Mark to the Company is not the provider of the telecommunications service and is not considered a common carrier or reseller of the Company's telecommunications service. Promotional Accounts are established on a contract basis only.

## SECTION 2.0 - RULES AND REGULATIONS

### 2.1 Undertaking of SunNet

SunNet's services and facilities are furnished for communications originating at specified points within the state of Florida under terms of this tariff. SunNet installs, operates, and maintains the communications services provided hereinunder in accordance with the terms and conditions set forth under this tariff.

### 2.2 Applicability of Tariff

This tariff is applicable to telecommunications services provided by SunNet Telecom, Inc. within the state of Florida.

## SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)

### 2.3 Payment and Credit Regulations

2.3.1 Payment Arrangements

All payments for service must be received by the Company or its authorized agent prior to the use of the Customer Account Code in the Company's system.

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 SunNet's credit card processing agent.
2.3.2 Deposits

The Company does not collect deposits from its Customers. The prepayment of services which are immediately available to the Customer does not constitute a deposit.

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)
2.3 Payment and Credit Regulations, (Cont'd)
2.3.3 Advance Payments

The prepayment of services which are immediately available to the Customer does not constitute an advance payment for purposes of establishing credit. The Company does not collect advance payments from its Customers.
2.3.4 Taxes

The 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. Such taxes will be itemized separately on Customer invoices. For prepaid card services, all state and local taxes are included in the Initial Balance and the per minute Unit Rate.
SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)
2.4 Refunds or Credits for Service Outages or Deficiencies
2.4.1 Interruption of ServiceCredit allowances for interruptions of service which arenot due to the Carrier's testing or adjusting, to thenegligence of the Customer, or to the failura ofchannels, equipment or communications systems providedby the Customer, are subject to the general liabilityprovisions set forth in Section 2.4 herein. It shall bethe obligation of the Customer to notify Carrierimmediately of any interruption in service for which acredit allowance is desired by Customer. Before givingsuch notice, Customer shall ascertain that the troubleis not within his or her control.
The Company will provide a credit equal to one minute of applicable service for calls that are interrupted or subject to inadequate transmission. Credits will not be issued when an interruption or service deficiency is not reported to the Company or is caused by the failure of power, equipment or systems not provided by the Company.

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)
2.4 Refunds or Credits for Service Outages or Deficiencies, (Cont'd) 2.4.2 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.

## SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)

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

### 2.4.2 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 nark, 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.

## SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)

### 2.5 Refusal or Discontinuance by Company

SunNet Telecom, Inc., may refuse or discontinue service for non-compliance with and/or violation of any Federal, State or municipal law, ordinance or regulation pertaining to telephone service. Service may also be discontinued or refused without notice for the following conditions:
2.5.1 For non-compliance with and/or violation of the Commission's regulations or the Company's rules and regulations.
2.5.2 For non-payment of any amount past due to the Company by the Customer, including non-payment of a Customer Account Renewal of a fully-depleted balance.
2.5.3 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.
2.5.4 When the established expiration date of the Customer Account is reached.
2.5.5 In the event of Customer use in such a manner as to adversely affect the Company's equipment, the Company's service to others, or the Company's financial position.
2.5.6 In the event of tampering with the equipnent furnished and owned by the Company.
2.5.7 In the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
2.5.8 When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

# SECTION 2.0 - RULES AND REGULATIONS, (Cont'd) 

## 2. 6 Limitations of Service

2.6.1 Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
2.6.2 SunNet reserves the right to discontinue furnishing service 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.
2.6.3 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.
2.6.4 SunNet reserves the right to discontinue the offering of service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

## SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)

### 2.7 Use of Service

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

### 2.8 Applicable Law

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

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)
2.9 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 cates.

## SECTION 3.0 - DESCRIPTION OF SERVICE

### 3.1 General

SunNet offers prepaid long distance to its Florida Customers. Customers access the service through the Company's 1-800 number, followed by the Customer's Account Code and destination station number.
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. 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)
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### 3.3 Timing of Calls

3.3.1 Long distance usage charges are based on the actual
usage of SunNet's network.
3.3.2 Timing begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection.
3.3.3 Chargeable time ends when the called or calling party hangs up, whichever occurs first.
3.3.4 Depletion increments are specified by service in Section 4.
3.3.5 The Company does not bill for unanswered calls.

## SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd)

### 3.4 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:


## SECTION 4.0 - RATES

### 4.1 Basic Service

Basic Service is available to Customers for originating calls from any business, residential or pay telephone access line. Customers dial a $1-800$ number followed by their Customer Account Code. Customers are informed of their Available Balance and can place calls to any domestic location until the Available Balance of the Customer Account is fully Depleted. Depletion of the Available Balance is based on minutes of use rounded to the next higher full minute. Basic Service Customer Accounts are Renewable at a discounted rate.

## Per Minute Rates:

| Basic |  |  | Service |
| :---: | :---: | :---: | :---: |
| All miles | $\$ 0.33$ |  |  |

Customers who identify the agent or distribution outlet when renewing their balance will receive per minute rates of $\$ 0.207$.

## SECTION 4.0 - RATES

### 4.2 Sponsor Service

Sponsor Service is offered to Customers through the sponsorship of third party corporations or other entities who permit the use of their names, logos, pictures or other such Marks on an exclusive basis to the Company for printing on telephone cards. The sponsor whose name, logo, picture or other such Marks appears on the card may participate in or control the marketing distribution channels under the terms of contract agreements. The terms and conditions of the Sponsor agreement are not part of the provision of service and are not covered under the terms and conditions of this tariff.

A Sponsor Customer dials a 1-800 number followed by its Customer Account Code. The Customer is informed of its Available Balance and can place calls to any interstate location until the Available Balance of the Customer Account is fully Depleted. Depletion of the Available Balance is based on minutes of use rounded to the next higher full minute.

Sponsor Service may be provided to Customers as a no-charge complimentary item at the direction and expense of the sponsor and will Deplete at the appropriate rates below.

Option 1: Non-renewable Sponsor Account bearing the Sponsor's Marks with an expiration date set for one year after issuance. The Initial Account Balance of each Customer Account is set by the Sponsor in conjunction with the Company's technical capabilities.

Option 2: Renewable Sponsor Account bearing the Sponsor's Marks with expiration at the latter of one year from issuance or one year from last Renewal. The Initial Account Balance and the minimum Renewal amount are set by the Sponsor in conjunction with the Company's technical capabilities.

| Basic Service |  |
| :---: | :---: |
| All miles | $\$ 0.33$ |

When Customer Accounts are given as complimentary items to Customers at the direction and expense of the promotional Sponsor, the actual cost to the Customer will be zero. The complimentary Initial Account Balances and subsequent Available Balances will be Depleted at the rates stated above.

## SECTION 4.0 - RATES, (Cont'd)

### 4.3 Exemptions and Special Rates

### 4.3.1 Discounts for Hearing Impaired Customers

A telephone toll message which is communicated using a telecommunications devise for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. Discounts do not apply to surcharges or per call add-on charges for operator services 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 party is both hearing and visually impaired, the call shall be discounted at $60 \%$ of the applicable rate.
4.3.2 Fmergency 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. SunNet 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.

## SECTION 4.0 - RATES, (Cont'd)

4.3 Exemptions and Special Rates, cont'd.
4.3.3 Directory Assistance for Handicapped Persons

Pursuant to FPSC rules and regulations, the Company will not charge for the first 50 phone calls made to directory assistance by handicapped customers.
4.3.4 Telecommunications Relay Service Discount

Intrastate toll calls received from the relay service shall be discounted by 50 percent of the applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call will be discounted 60 percent off the applicable rate for voice nonrelay calls. The above discounts apply only to timesensitive elements of a charge for the call and shall not apply to per call charges.

### 4.4 Late Payment Charge

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

### 4.5 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.

## SECTION 5.0 CONTRACT AND CONCESSIONS

### 5.1 Sponsorship Contracts

At the option of the Company, services may be offered on a contract basis to meet the specialized requirements of the Sponsors of Card Services which are not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Sponsor and the Company and may include corporate discounts off of rates contained herein, charges for specially designed and constructed services not contained in the company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type or location of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated potential Sponsors for six months after the initial offering to the first contract Sponsor for any given set of terms.

