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A PARTNERSHIP INCLUDING PROFESSIONAL ASSOCIATIONS

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**ORIGINAL**

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DEC 03 1997 WRITER'S DIRECT LINE  
(202) 955-9767

December 2, 1997

**VIA OVERNIGHT DELIVERY**

Ms. Blanca Bayo  
Director  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399

971583-TI

**Re: Application of Net2000 Group, Inc.**

Dear Ms. Bayo:

Enclosed for filing with the Florida Public Service Commission please find an original and 12 copies of Net2000 Group, Inc.'s application to provide intrastate interexchange services. Also enclosed is a check in the amount of \$250.00 to cover the requisite filing fee.

Finally, enclosed are a duplicate copy of this filing and a self-addressed, postage-paid envelope. Please date-stamp the duplicate and return it in the envelope provided.

Please do not hesitate to call me if you have any questions.

Respectfully submitted,

*Andrea D. Pruitt*  
Andrea D. Pruitt

Enclosure

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  
AR

12302 DEC-35

FPSC REG/REPORTING

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

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

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

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

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

**Net2000 Group, Inc.**

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

**Net2000 Group, Inc.**

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

**8614 Westwood Center Drive, Suite 700, Vienna, VA 22182.**

DOCUMENT NUMBER-DATE

12302 DEC-35

FPSC-REG. FDS/REPORTING

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

**Applicant does not have a Florida office.**

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, <u>Limited Liability Company</u> |  |

8. If applicant is an individual or partnership, please give name, title and address of sole proprietor or partners. Not applicable.

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

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

- (1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.
- (2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

9. If incorporated, please give:

(a) Proof from the Florida secretary of State that the applicant has authority to operate in Florida. Applicant is in the process of obtaining authorization from the Secretary of State and will provide the Commission with a copy upon receipt.

Corporate charter number:

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

See response to 9(a).

(c) Provide proof of compliance with the fictitious name statute (Chapter 865.09 FS), if applicable. Not applicable.

Fictitious name registration number:

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

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

(a) The Application;

**Brad E. Mutschelknaus  
Steven A. Augustino  
Andrea D. Pruitt  
Kelley Drye & Warren LLP  
1200 19th Street, N.W.  
Suite 500  
Washington, DC 20036  
(202) 955-9600**

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

**Christine Gistaro  
Director, Long Distance Services  
Net2000 Group, Inc.  
8614 Westwood Center Drive, Suite 700  
Vienna, VA 22182  
(703) 848-8800**

(c) Tariff;

**Brad E. Mutschelknaus  
Steve A. Augustino  
Andrea D. Pruitt  
Kelley Drye & Warren LLP  
1200 19th Street, N.W.  
Suite 500  
Washington, DC 20036  
(202) 955-9600**

(d) Complaints/Inquiries from customers;

**Customers with complaints or billing inquiries may contact the Applicant at its toll free number (800) 220-6282.**

11. List the states in which the applicant:

(a) Has operated as an interexchange carrier.

None.

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

To date, applicant has applications pending in Connecticut, Georgia, Delaware and Illinois. Net2060, however, is in the process of obtaining authorization, where required, throughout the United States.

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

None.

(d) Has been denied authority to operate as an interexchange carrier and the circumstances involved -

None.

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

None.

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

None.

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

- |                          |                        |                          |           |
|--------------------------|------------------------|--------------------------|-----------|
| <input type="checkbox"/> | Facilities             | <input type="checkbox"/> | Operators |
| <input type="checkbox"/> | Billing and Collection | <input type="checkbox"/> | Sales     |
| <input type="checkbox"/> | Maintenance            |                          |           |
| <input type="checkbox"/> | Other: _____           |                          |           |

Applicant will not offer services to other certificated telephone companies.

13. Do you have a marketing program?

Yes. Customers will be solicited using in-person sales calls, direct mail, out-bound telemarketing, print, radio and media advertising.

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.).

The independent agents who market Net2000 services are paid on a commission basis. Net2000 utilizes two types of marketing agents -- direct and referral. Direct agents, though independent, solicit customers directly. Referral agents, on the other hand, refer potential customers to Net2000, but do not solicit the customers directly.

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"/> Hotel & motels                   | <input type="checkbox"/> Hotel & motel guests          |
| <input type="checkbox"/> Universities                     | <input type="checkbox"/> Univ. dormitory residents.    |
| <input type="checkbox"/> Other:(specify)_____             |  |

17. Please provide the following (if applicable):

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

**Yes.**

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

**Not applicable.**

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 Exhibit A.**

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

- MTS with distance sensitive per minute rates
- Method of access is FGA
- Method of access is FGB
- Method of access is FGD
- Method of access is 800

- MTS with route specific rates per minute
  - Method of access is FGA
  - Method of access is FGB
  - Method of access is FGD
  - Method of access is 800
- MTS with statewide flat rates per minute (i.e. not distance sensitive)
  - Method of access is FGA
  - Method of access is FGB
  - Method of access is FGD
  - Method of access is 800
- MTS for pay telephone service providers
- Block-of-time calling plan (Reach out Florida, Ring America, etc.).
- 800 Service (Toll free)
- WATS type service (Bulk or volume discount)
  - Method of access is via dedicated facilities
  - Method of access is via switched facilities
- Private Line services (Channel Services)
  - (For ex. 1.544 mbs., DS-3, etc.)
- Travel Service
  - Method of access is 950
  - Method of access is 800
- 900 service
- Operator Services
  - Available to presubscribed customers
  - Available to non presubscribed customers (for example to patrons of hotels, students in universities, patients in hospitals.
  - Available to inmates

**Services included are:**

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

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

The end user must first dial a one (1) and the access number assigned to the telephone line for all services provided.

21. \_\_\_\_\_ Other;

**ATTACHMENTS:**

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



**CERTIFICATE TRANSFER STATEMENT**

**Not Applicable.**

I, (TYPE NAME) \_\_\_\_\_,  
(TITLE) \_\_\_\_\_, of (NAME OF COMPANY)  
\_\_\_\_\_ and current  
holder of certificate number \_\_\_\_\_, have reviewed this application and  
join in the petitioner's request for a transfer of the above-mention certificate

**UTILITY OFFICIAL:** \_\_\_\_\_  
**Signature** **Date**

\_\_\_\_\_

\_\_\_\_\_

**Title** **Telephone No.**

**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 (and must accompany application.).**
  
- **The Applicant has no immediate plans to collect deposits, but reserves the right to do so in the event a customer presents undue credit risk.**

**UTILITY OFFICIAL:**

  
Signature

11/21/97  
Date

Clayton A. Thomas, Jr.

President  
Title

((703) 848-8800  
Telephone No.

**\*\* APPENDIX C \*\***

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

Not applicable.

- |    |    |
|----|----|
| 1) | 2) |
| 3) | 4) |

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

- **The Applicant does not have switches at this time.**

- |    |    |
|----|----|
| 1) | 2) |
| 3) | 4) |

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

None.

- |    |                   |             |                  |
|----|-------------------|-------------|------------------|
| 1) | <u>POP-to-POP</u> | <u>TYPE</u> | <u>OWNERSHIP</u> |
| 2) |                   |             |                  |

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

**Applicant seeks to provide service on a statewide basis. Accordingly, the Applicant proposes to originate service from all the exchanges listed.**

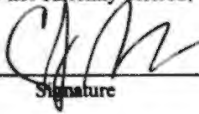
5. **TRAFFIC RESTRICTIONS:** Please explain how the applicant will comply with the EFAFA requirements contained in Commission Rule 25-24.471 (4) (a) (copy enclosed).

**Net2000 will rely upon its underlying carrier(s) to ensure compliance with the traffic restrictions contained in Commission Rule 25-24.471(4)(a).**

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

- a) What services have been provided and when did these services begin?
- b) If the services are not currently offered, when were they discontinued?

**UTILITY OFFICIAL:**

  
Signature

11/21/97  
Date

Clayton A. Thomas

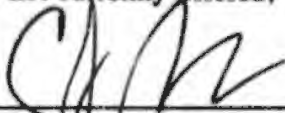
President  
Title

(301) 617-4200  
Telephone No.

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

- a) What services have been provided and when did these services begin?
- b) If the services are not currently offered, when were they discontinued?

**UTILITY OFFICIAL:**

  
Signature

11/21/97  
Date

Clayton A. Thomas

President  
Title

(301) 617-4200  
Telephone No.

**\*\*APPLICANT ACKNOWLEDGEMENT STATEMENT\*\***

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX;** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenue.
4. **APPLICATION FEE:** A non-refundable application fee of \$250.00 must be submitted with the application.
5. **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 AAV service.
6. **ACCURACY OF APPLICATION:** By my signature below, I the undersigned owner or officer of the named utility in the application, attest to the accuracy of the information contained in this application and associated attachments. I have read the foregoing and declare that to the best of my knowledge and belief, the information is a true and correct statement. Further, I am aware that pursuant to Chapter 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree.

UTILITY OFFICIAL:

  
Signature

11/21/97  
Date

Clayton A. Thomas

President

Title

(703) 848-8800

Telephone No.

**EXHIBIT A**

# ***Net2000 Group, Inc.***

Florida P.S.C. Tariff No. 1  
Original Sheet No. 1

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## **NET2000 GROUP, INC.**

**8614 Westwood Center Drive, Suite 700  
Vienna, Virginia 22182**

### **RESOLD INTEREXCHANGE SERVICES TARIFF**

Rules and regulations applicable for furnishing of Resold Interexchange Services by Net2000 Group, Inc. between one or more points in the State of Florida as authorized by the Florida Public Service Commission. This tariff is on file with the Florida Public Service Commission and may be inspected during regular business hours. Copies also may be inspected during regular business hours at Net2000 Group, Inc.'s principal place of business, 8614 Westwood Center Drive, Suite 700, Vienna, Virginia 22182.

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**Issued:**

**Effective:**

**Issued By:**

**Christine Giotaro  
Net2000 Group, Inc.  
8614 Westwood Center Drive, Suite 700  
Vienna, Virginia 22182**



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Net2000 Group, Inc.  
8614 Westwood Center Drive, Suite 700  
Vienna, Virginia 22182

# Net2000 Group, Inc.

Florida P.S.C. Tariff No. 1  
Original Sheet No. 3

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## CHECK SHEET

Pages 1-32 inclusive of this tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

<u>Page</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	30	Original
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25	Original		
26	Original		
27	Original		
28	Original		
29	Original		

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Issued By:

Christine Gistaro  
Net2000 Group, Inc.  
8614 Westwood Center Drive, Suite 700  
Vienna, Virginia 22182

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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

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Net2000 Group, Inc.  
8614 Westwood Center Drive, Suite 700  
Vienna, Virginia 22182

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**TARIFF FORMAT**

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new pages occasionally are added to the tariff. When a new page is added between pages already in effect, a decimal is added to the page number. For example, a new page added between pages 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 page version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff page 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).1.
  - 2.1.1.A.1.(a).1.(i).
  - 2.1.1.A.1.(a).1.3(i).(1).
- D. **Check Sheets** - When a tariff filing is made with the Commission an updated check sheet accompanies the tariff filing. The check sheet lists the pages 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 on the check sheet by an asterisk(\*). There will be no other symbols used on the check sheet if these are the only changes made to it. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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Issued:

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Christine Gistaro  
Net2000 Group, Inc.  
8614 Westwood Center Drive, Suite 700  
Vienna, Virginia 22182

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**SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS**

Authorized User - Any person, firm, corporation or other entity accessing or utilizing the services furnished by the Company to the Customer.

Billed Party - The person or entity responsible for payment of the Company's service. The Billed Party is the Customer associated with the Calling Station used to place the call, with the following exceptions:

- (a) in the case of a calling card or credit card call, the Billed Party is the holder of the calling card or credit card used by the User; and
- (b) in the case of a collect or third party call, the Billed Party is the person responsible for the local telephone service at the telephone number that agrees to accept charges for the Call.

Call - A completed connection between the Calling and Called station.

Calling Station - The telephone number from which a Call originates.

Called Station - The telephone number called.

Commission - Florida Public Service Commission.

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Issued:

Effective:

Issued By:

Christine Gintaro  
Net2000 Group, Inc.  
8614 Westwood Center Drive, Suite 700  
Vienna, Virginia 22182

# Net2000 Group, Inc.

Florida P.S.C. Tariff No. 1  
Original Sheet No. 7

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## SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Common Carrier - A company or entity providing telecommunications services to the public.

Company - Net2000 Group, Inc..

Customer - A person, firm, corporation, partnership or other entity, including affiliates or divisions of the Customer, in whose name the telephone number of the Calling Station is registered with the underlying local exchange company. The Customer is responsible for payment of charges to the Company and compliance with all terms and conditions of this tariff.

Day - The period of time from 8:00 a.m. to (but not including) 5:00 p.m., Monday through Friday, as measured by local time at the location from which the Call is originated.

Evening - The period of time from 5:00 p.m. to (but not including) 11:00 p.m., Sunday through Friday and any time during a Holiday, as measured by local time at the location from which the Call is originated.

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Incomplete - Any Call where voice transmission between the Calling and Called station is not established.

Night/Weekend ("N/Wkd") - The period of time from 11:00 p.m. to (but not including) 8:00 a.m., Monday through Friday, any time on Saturday and all day Sunday, except 5:00 p.m. to (but not including) 11:00 p.m., as measured by local time at the location from which the Call is originated.

Prepaid Calling Card - A calling card or other tangible item which (i) contains an Access Number or an access code, (ii) is supplied by the Company or its agent and (iii) permits a User to use the Company's services up to an amount prepaid to the Company. Calls charged to a Prepaid Calling Card will be debited against the amount the User has prepaid.

User - Customer or any Authorized User.

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Issued:

Effective:

Issued By:

Christine Glaturo  
Net2000 Group, Inc.  
8614 Westwood Center Drive, Suite 700  
Vienna, Virginia 22182

# Net2000 Group, Inc.

Florida P.S.C. Tariff No. 1  
Original Sheet No. 8

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## SECTION 2. RULES AND REGULATIONS

### 2.1 Application of Tariff

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate interexchange services provided by the Company. The Company's services are furnished subject to the availability of facilities and the terms and conditions of this tariff.
- 2.1.2 The rates and regulations contained in this tariff apply only to the interexchange services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other Common Carrier for use in accessing the services of the Company.

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Issued:

Effective:

Issued By:

Christine Gistaro  
Net2000 Group, Inc.  
8614 Westwood Center Drive, Suite 700  
Vienna, Virginia 22182

---

**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.2 Use and Availability of Service**

- 2.2.1 Service is furnished to the User for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other Users.
- 2.2.2 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.3 The Company's services may be denied for nonpayment of charges or for other violations of the terms and conditions set forth in this tariff.
- 2.2.4 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another is prohibited.
- 2.2.5 Service temporarily may be refused or limited because of system capacity limitations.
- 2.2.6 Service is subject to transmission limitations caused by natural (including atmospheric, geographic or topographic) or artificial conditions adversely affecting transmission.
- 2.2.7 Service to any or all Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations.

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Issued:

Effective:

Issued By:

Christine Glaturo  
Net2000 Group, Inc.  
8614 Westwood Center Drive, Suite 700  
Vienna, Virginia 22182



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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.3 Limitation of Liability**

- 2.3.1 Because the Company has no control of communications content transmitted over its system, and because of the possibility of errors incident to the provision and use of its service, service furnished by the Company is subject to the terms, conditions and limitations herein specified.
- 2.3.2 The Company is not liable to Users for interruptions in service except as set forth in Section 2.5 of this tariff.
- 2.3.3 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- 2.3.4 The Company shall not be liable for and the User shall indemnify and hold the Company harmless against any claims for loss or damages involving:
- 2.3.4.A Any act or omission of: (i) the User; or (ii) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company;
- 2.3.4.B Interruptions or delays in transmission, or errors or defects in transmission, or failure to transmit when caused by or as a result of acts of God, fire, war, riots, government authorities or causes beyond the Company's control;
- 2.3.4.C Any unlawful or unauthorized use of the Company's facilities and services;

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.3 Limitation of Liability (Cont'd)**

- 2.3.4.D Libel, slander or infringement of copyright arising directly or indirectly from the material transmitted over facilities provided by the Company;
- 2.3.4.E Infringement of patents arising from combining apparatus and systems of the User with facilities provided by the Company;
- 2.3.4.F Claims arising out of any act or omission of the User in connection with service provided by the Company.
- 2.3.4.G Breach in the privacy or security of communications transmitted over the Company's facilities;
- 2.3.4.H Changes in any of the facilities, operations or procedures of the Company that: (1) render any equipment, facilities or services provided or utilized by the User obsolete; (2) require modification or alteration of such equipment, facilities or services; or (3) otherwise affect use or performance of such equipment, facilities or services except where reasonable notice is required by the Company and is not provided to the Customer.
- 2.3.4.I Defacement of or damage to the Customer's premises or personal property resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.3 Limitation of Liability (Cont'd)**

- 2.3.4.J Any wrongful act of a Company employee where such act is not authorized by the Company and is not within the scope of the employee's responsibilities for the Company;
  - 2.3.4.K Any representations made by a Company employee that do not comport, or that are inconsistent, with the provisions of this tariff.
  - 2.3.4.L Any noncompleted calls due to network busy conditions; and
  - 2.3.4.M Any calls not actually attempted to be completed during any period that service is unavailable.
- 2.3.5 The User shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against claims set forth in Section 2.3.4.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.3 Limitation of Liability (Cont'd)**

- 2.3.6 The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities that are used to provide service to the User, even if the Company has acted as the User's agent in arranging for such facilities or services.
- 2.3.7 Any claim against the Company shall be deemed waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 2.3.8 The Company makes no express representations or warranties regarding the service and disclaims any implied warranties, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose. The Company does not authorize anyone to make a warranty of any kind on its behalf and the User should not rely on any such statement.
- 2.3.9 Any liability of the Company for loss or damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the service, the transmission of the service, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service shall in no event exceed an amount equivalent to the proportionate fixed monthly charge to the Customer for service, during the period of time in which such mistakes, omissions, interruptions, delays, errors or defects in the service, its transmission or failure or defect in facilities furnished by the Company occurred.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.4 Responsibilities of the Customer**

- 2.4.1 The Customer is responsible for placing any necessary orders, complying with tariff regulations and assuring that Users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided to the Customer or made available by the Customer to another User. The Customer is also responsible for the payment of charges for all calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provisioning of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.4 Responsibilities of the Customer (Cont'd)**

- 2.4.5 The Customer must pay the Company for replacement or repair of damage to the Company's equipment or facilities caused by negligent or improper use on the part of the Customer, Users, or others.
- 2.4.6 The Customer must indemnify the Company for the theft of any Company equipment or facilities installed at the Customer's premises.
- 2.4.7 The Customer agrees, except where the events, incidents or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify and hold harmless the Company against any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss of or damage to any property, whether owned by the Customer or others. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against such actions.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.5 Allowances for Interruptions in Service**

**2.5.1 General**

2.5.1.A A service is interrupted when it becomes unusable to the User, e.g., the User is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.

2.5.1.B An interruption period begins when the User reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

2.5.1.C If the User reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

**2.5.2 Limitations on Allowances**

2.5.2.A No credit allowance will be made for any interruption of service:

2.5.2.A.1 due to the negligence of, or noncompliance with the provisions of this tariff by, any person or entity other than the Company, including but not limited to the Customer or other Common Carriers connected to the service of the Company;

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.5 Allowances for Interruptions in Service (Cont'd)**

**2.5.2 Limitations on Allowances (Cont'd)**

- 2.5.2.A.2 due to the failure of power, equipment, systems or services not provided by the Company;
- 2.5.2.A.3 due to circumstances or causes beyond the control of the Company;
- 2.5.2.A.4 during any period in which the Company is not given full and free access to the Customer's or Company's facilities and equipment for the purpose of investigating and correcting the interruption;
- 2.5.2.A.5 during any period in which the User continues to use the service on an impaired basis;
- 2.5.2.A.6 during any period in which the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 2.5.2.A.7 that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- 2.5.2.A.8 that was not reported to the Company within thirty (30) days of the date that service was affected.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.5 Allowances for Interruptions in Service (Cont'd)**

**2.5.3 Application of Credits for Interrupted Services**

- 2.5.3.A At the Customer's request, a credit allowance for a continuous interruption of service for more than twenty-four (24) hours will be made in an amount determined by the Company on a case-by-case basis.
- 2.5.3.B Any such interruption will be measured from the time it is reported to or detected by the Company, whichever occurs first.
- 2.5.3.C In the event the User is affected by such interruption for a period of less than twenty-four (24) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.
- 2.5.3.D When an interruption exceeds twenty-four (24) hours, the length of the interruption will be measured in twenty-four (24) hour days. A fraction of a day consisting of less than twelve (12) hours will not be credited and a period of twelve (12) hours or more will be considered an additional day.
- 2.5.3.E A credit allowance will not be given for interruptions caused by the negligence or willful act of the User or interruptions caused by failure of equipment or service not provided by the Company.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.6 Payment of Charges**

- 2.6.1 The Customer is responsible for payment of all charges for service furnished to the User.
- 2.6.2 The Company reserves the right to assess late payment charges for Customers whose account(s) carries principal owing from the prior billing period. Any charges not paid in full by the due date indicated on the billing statement may be subject to a late fee of 1.5% per month.
- 2.6.3 The Company reserves the right to assess a fee for any check or other negotiable instrument returned to the Company for any reason.
- 2.6.4 Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately 30 days in length.
- 2.6.5 Customers must notify the Company in writing of any disputed charges within fifteen (15) days of the billing date, otherwise all charges on the invoice will be deemed accepted. All charges remain due and payable at the due date, although a Customer does not have to pay disputed charges while the Company conducts its investigation into the matter.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.8 Deposits**

2.8.1 The Company will not require deposits from Customers.

**2.9 Contested Charges**

2.9.1 All bills are presumed accurate, and shall be binding on the Customer unless objection is received by the Company no more than fifteen (15) days after such bills are rendered. In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer may take the following course of action no more than fifteen (15) days after the billing date:

2.9.1.A First, the Customer may request, and the Company will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.)

2.9.1.B Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer may file an appropriate complaint with the Florida Public Service Commission. The address of the Commission is:

Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0854

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.10 Billing Entity Conditions**

- 2.10.1 When billing functions on behalf of the Company are performed by the local exchange telephone company, or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

**2.11 Taxes**

- 2.11.1 All federal excise taxes, and state and local sales, use and similar taxes are billed as separate items and are not included in the quoted rates.

**2.12 Promotions**

- 2.12.1 Upon thirty (30) days prior written notice to the Commission, the Company may from time to time offer services or waive or vary service rates for promotional, market research or other similar business purposes. The varying rates will not exceed those in this tariff for the same services. These promotions will be approved by the Commission with specific starting and ending dates and under no circumstances run for longer than 90 days in any 12 month period.

**2.13 Incomplete Calls/Wrong Number**

- 2.13.1 The Company will not knowingly charge for Incomplete Calls or wrong numbers. Upon the Customer's request and proper verification, the Company shall promptly adjust or credit the Customer's account for charges or payments for any unanswered call inadvertently billed due to the unavailability of Feature Group D or due to another carrier's failure to provide answer supervision. Where answer supervision is not available, any Call for which the duration exceeds one (1) minute shall be presumed to have been answered.

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The regulations set forth in this section explain how to apply the rate table associated with the various services offerings described in Section 4.

### 3.1 Timing of Calls

- 3.1.1 Billing for Calls placed over the Company's underlying carrier's network is based on the duration of the Call. Timing begins when the Called Station is answered, as determined by standard industry methods generally in use for ascertaining answers, including answer supervision hardware by which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Timing ends when either party hangs up.

### 3.2 Computation of Charges

- 3.2.1 As set forth in Section 4, calls will be billed in increments of either: (i) an initial eighteen (18) second period and additional six (6) second periods; (ii) an initial thirty (30) second period and additional six (6) second periods; (iii) an initial sixty (60) second period and additional thirty (30) second periods; or (iv) an initial one (1) minute period and additional one (1) minute periods.

### 3.3 Calculation of Distance

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

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

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**SECTION 3. DESCRIPTION OF SERVICE**

**3.4 Service Offerings**

**3.4.1 1+ Long Distance**

**3.4.1.A Description of Service**

1+ Long Distance Service is a dedicated or switched long distance message telecommunications service provided between points located within the State.

**3.4.1.B Billing Increments**

Dedicated 1+ Long Distance calls are billed in initial 18 second increments and additional increments of 6 seconds. Switched 1+ Long Distance calls are billed in initial 30 second increments and additional increments of 6 seconds.

**3.4.2 ISDN BRI**

**3.4.2.A Description**

ISDN BRI is a an optional arrangement that allows for the integration of voice and non-voice (data) transmission on a single telephone transmission access line and provides access as a digital gateway which will allow for the introduction of additional services.

**3.4.2.B Billing Increments**

ISDN BRI is billed in initial increments of one minute and additional increments of one minute.

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Florida P.S.C. Tariff No. 1  
Original Sheet No. 25

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## SECTION 3. DESCRIPTION OF SERVICE (Cont'd)

### 3.4. Service Offerings

#### 3.4.3 Post-Paid Calling Card Service

##### 3.4.3.A Description of Service

Post-Paid Calling Card Service enables Customers to make Calls through the use of a long distance calling card. Charges incurred are billed to the Customer's account.

##### 3.4.3.B Billing Increments

Post-Paid Calling Card Service is billed in initial one minute increments and additional increments of one minute.

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Florida P.S.C. Tariff No. 1  
Original Sheet No. 26

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## SECTION 4. RATES

### 4.1 1+ Long Distance

#### 4.1.1 Rates

##### A. Dedicated 1+ Long Distance

Outbound Rates/per minute  
Inbound Rates/per minute

##### B. Switched 1+ Long Distance

Outbound Rates/per minute  
Inbound Rates/per minute

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**SECTION 4.      RATES (Cont'd)**

**4.2 ISDN BRI**

**4.2.1      Rates**

**Per B Channel/per minute**

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Florida P.S.C. Tariff No. 1  
Original Sheet No. 28

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## SECTION 4. RATES (Cont'd)

### 4.3 Post-Paid Calling Card Service

#### 4.3.1 Rates

Per minute charge	\$0.35
No per call surcharge	

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**SECTION 4.        RATES (Cont'd)**

**4.4 Prepaid Calling Card Service**

**[RESERVED FOR FUTURE USE]**

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## **SECTION 4.        RATES (Cont'd)**

### **4.5 Toll Free Service**

**[RESERVED FOR FUTURE USE]**

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Florida P.S.C. Tariff No. 1  
Original Sheet No. 31

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**SECTION 4.      RATES (Cont'd)**

**4.6 Frame Relay Service**

**[RESERVED FOR FUTURE USE]**

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Florida P.S.C. Tariff No. 1  
Original Sheet No. 32

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## Section 4. RATES

### 4.7 Discounts

4.7.1 Term discounts as listed below are available on all services listed in Section 4 of this tariff. Only customers with a minimum usage commitment of \$1,000 per month are eligible for term discounts.

12 month commitment receives a 5% discount off base rate  
24 month commitment receives a 10% discount off base rate  
36 month commitment receives a 15% discount off base rate

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**EXHIBIT B**

## Exhibit B

### Financial, Managerial and Technical Qualifications

Net2000 is well-qualified, financially, technically and managerially, to provide the services for which authority is requested in this Application. Net2000 currently provides telecommunications network design and engineering services to customers in the Mid-Atlantic states. The company is Bell Atlantic's leading volume distributor of local exchange network services and one of the top RBOC agents in the United States. Since its inception in 1993, Net2000 has grown its customer base to over 1,200 clients which represent more than \$100 million in underlying and annual local and long distance revenues. Although Net2000 will be reselling the end-to-end services of other interexchange carriers and therefore, must in most instances, rely upon the technical quality of its underlying service providers, Net2000 will be managed by persons with extensive experience in the telecommunications industry.

Attached hereto please find the most recent financial statements of Net2000 Group, Inc. As indicated by the attached financial statements, Net2000 has access to the financing and capital necessary to provide the proposed services in the state of Florida. Likewise, the attached financial statements demonstrate that the company has sufficient assets and resources to develop, provide and maintain the proposed services in the state of Florida. Significantly, Net2000 owns no transmission facilities in the state of Florida and intends to offer interLATA and intraLATA services by leasing facilities from their certificated facilities-based carriers. As a pure reseller, Net2000's costs of providing service will be limited to the capital necessary to lease facilities from other certificated carriers. Accordingly, the company will not incur significant costs for network maintenance or customer service normally associated with the provisioning of facilities-based interexchange telecommunications services. As a result, its total investment will be minimal and fully within the Applicant's financial capabilities.



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December 2, 1997

**VIA OVERNIGHT DELIVERY**

Ms. Blanca Bayo  
Director  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399

971983-TT

Re: Application of Net2000 Group, Inc.

Dear Ms. Bayo:

Enclosed for filing with the Florida Public Service Commission please find an original and 12 copies of Net2000 Group, Inc.'s application to provide intrastate interexchange services. Also enclosed is a check in the amount of \$250.00 to cover the requisite filing fee.

Finally, enclosed are a duplicate copy of this filing and a self-addressed, postage-paid envelope. Please date-stamp the duplicate and return it in the envelope provided.

Please do not hesitate to call me if you have any questions.

FIRST UNION NATIONAL BANK  
OF WASHINGTON, D.C.  
WASHINGTON, DC

04613

15-122/540  
0460

**KELLEY DRYE & WARREN LLP**

1200 18TH STREET, N.W.  
WASHINGTON, DC 20036

Dec. 2, 1997

PAY TO THE  
ORDER OF

Florida Public Service Commission

\$ 250.00

Two Hundred Fifty And No/100

DOLLARS

MEMO

Chg. 46770-001 Filing Fee

DOCUMENT DATE  
Philip K. [Signature] 802 DEC-3 1997