

KELLEY DRYE & WARREN LLP

A LIMITED LIABILITY PARTNERSHIP INCLUDING PROFESSIONAL ASSOCIATIONS

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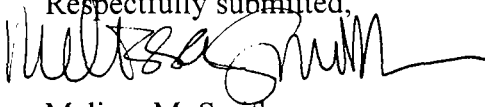
Florida Public Service Commission
Division of Administration, Room G-50
101 East Gaines Street
Tallahassee, Florida 32399-0850

Re: Application of Cable & Wireless Global Markets, Inc. for Authority to Provide Resold Interexchange Telecommunications Services

Dear Sir or Madam:

Enclosed please find an original and 12 copies of Cable & Wireless Global Markets, Inc.'s ("CWGM") Application for authority to provide resold interexchange telecommunications services for filing with the Commission. Also enclosed is a check in the amount of \$250.00 to cover the requisite filing fee.

Also enclosed is a duplicate copy of this filing. Please date-stamp the duplicate and return it in the self-addressed, stamped envelope provided. Please do not hesitate to contact me if you have any questions.

Respectfully submitted,

Melissa M. Smith

Enclosure

DOCUMENT NUMBER-DATE

04842 APR 15 99

REC'D RECORDS REPORTING

DIVISION OF COMMUNICATIONS
BUREAU OF SERVICE EVALUATION

101 East Gaines Street
Fletcher Building
Tallahassee, Florida 32399-0866

990296-11

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

Instructions

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

Florida Public Service Commission
Division of Communications
Bureau of Service Evaluation
101 East Gaines Street
Tallahassee, Florida 32399-086
(904) 488-1280

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

Florida Public Service Commission
Division of Administration, Room G-50
101 East Gaines Street
Tallahassee, Florida 32399-0850
(904) 488-4733

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

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

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

- Facilities based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
- Operator Service Provider** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- Reseller** - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
- Switchless rebiller** - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying 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:

Cable & Wireless Global Markets, Inc.
(hereafter "**Applicant**" or "**CWGM**")

A copy of Applicant's Articles of Incorporation is appended hereto as Attachment A.

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

Same.

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

Cable & Wireless Global Markets, Inc.
1275 Pennsylvania Avenue, N.W.
Washington, DC 20004

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 | | |

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.

Please see Attachment B to be late-filed. Applicant is in the process of obtaining its authority to transact business in Florida as a foreign corporation. A copy of the qualifying document will be forwarded to the Commission upon receipt.

Document number: _____

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

This information will be forwarded to the Commission along with the qualification documents.

- (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.

None.

- (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.

None, provided however, the above-listed parties may have held de minimus amounts of stock in Florida certificated companies in the ordinary course of their private investments.

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

- (a) The Application;

**Philip V. Permut
Melissa M. Smith
KELLEY DRYE & WARREN LLP
1200 19th Street, N.W., Suite 500
Washington, DC 20036
(202) 955-9600
(202) 955-9792 facsimile**

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

**Robin Beesley
CABLE & WIRELESS GLOBAL MARKETS, INC.
1919 Gallows Road
Vienna, VA 22182
(703) 760-3594
(703) 760-3407 facsimile**

- (c) Tariff;

**Philip V. Permut
Melissa M. Smith
KELLEY DRYE & WARREN LLP
1200 19th Street, N.W., Suite 500
Washington, DC 20036
(202) 955-9600
(202) 955-9792 facsimile**

- (d) Complaints/Inquiries from customers;

Customers with complaints or billing inquiries may contact the Applicant at its toll free number, (800) 205-5771.

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.

Applicant intends to file concurrently applications for certification as an interexchange carrier in approximately 25 states. CWGM intends to ultimately obtain 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:

N/A

- | | | | |
|--------------------------|------------------------|--------------------------|-----------|
| <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: _____ | | |

13. Do you have a marketing program?

Undetermined at this time.

14. Will your marketing program:

Please see Applicant's response to the previous question.

- 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.).

Please see Applicant's response to the previous question.

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

- | | |
|--|--|
| <input 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, to the extent required by law.

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

End users will receive their bill from Applicant, with Applicant's name on the bill.

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) -

Please see Attachment C, appended hereto.

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

Please see Attachment D, appended hereto.

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)

Applicant has not yet determined the exact nature of the highly individualized services it will provide its customers, and therefore, has not yet developed the relevant dialing protocols for such services. However, Applicant anticipates that end users will need only dial a minimal number of digits to initiate most of the services listed above.

21. _____ Other;

ATTACHMENTS:

- A – OWNERSHIP STATEMENT
- B – PROOF OF AUTHORITY TO OPERATE IN FLORIDA
- C – PROPOSED TARIFF
- D – DESCRIPTION OF SERVICES

APPENDICES:

- A - CERTIFICATE TRANSFER STATEMENT
- B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C - FLORIDA TELEPHONE EXCHANGES and FACILITIES
- D - APPLICANT ACKNOWLEDGEMENT STATEMENT

**** APPENDIX A ****

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.

**** 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 may however, seek deposits or advance payments in the future. Should it choose to do so, applicant will first obtain and file with the Commission a surety bond in the appropriate amount.

() **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.).**

UTILITY OFFICIAL:

R Beesley
Signature

4.13.97
Date

ROBIN BEESLEY

PRESIDENT
Title

703 760 3594
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 any 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> |
|----|-------------------|-------------|------------------|

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 seeks authority to originate service from all of the exchanges in Florida.

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

Applicant 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:	<u>R Beasley</u>	<u>4.13.99</u>
	Signature	Date
	<u>ROBIN BEESLEY</u>	
	<u>PRESIDENT</u>	<u>705 760 3594</u>
	Title	Telephone No.

****APPLICANT ACKNOWLEDGEMENT STATEMENT****

- 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.
- 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.
- SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
- APPLICATION FEE:** A non-refundable application fee of \$250.00 must be submitted with the application.
- 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.
- 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

4.13.99
Date

ROBEN BEESLEY

PRESIDENT
Title

703 760 3594
Telephone No.

ATTACHMENT A

Applicant, a Delaware corporation, is a wholly-owned subsidiary of Cable and Wireless plc, a publicly traded company organized under the laws of England and Wales. A copy of Applicant's Articles of Incorporation is attached hereto.

State of Delaware
Office of the Secretary of State PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "CABLE & WIRELESS GLOBAL MARKETS, INC.", FILED IN THIS OFFICE ON THE FIFTH DAY OF MAY, A.D. 1998, AT 9 O'CLOCK A.M.



A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

2892666 8100

991005655

AUTHENTICATION: 9507264

DATE: 01-06-99

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 05/05/199
981172006 - 2892666

CERTIFICATE OF INCORPORATION

OF

CABLE & WIRELESS GLOBAL MARKETS, INC.

The undersigned incorporator, for the purpose of incorporating or organizing a corporation under the General Corporation Law of the State of Delaware, certifies:

FIRST: The name of the corporation is Cable & Wireless Global Markets, Inc. (the "Corporation").

SECOND: The address of the Corporation's registered office in the State of Delaware is United Corporate Services, Inc., 15 East North Street, Kent County, Dover, Delaware 19901. The name of its registered agent at such address is United Corporate Services, Inc.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The total number of shares of stock which the Corporation shall have authority to issue is One Thousand Five Hundred (1,500) shares of Common Stock, and the par value of each such share is One Cent (\$0.01).

FIFTH: The name and mailing address of the incorporator is Marcello Hallake, Esq., Morgan, Lewis & Bockius, 101 Park Avenue, New York, New York 10178.

SIXTH: Elections of directors need not be by ballot unless the By-Laws of the Corporation shall so provide.

SEVENTH: The Board of Directors of the Corporation may make By-Laws and from time to time may alter, amend or repeal By-Laws.

EIGHTH: No director of the Corporation shall be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i)

for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit.

NINTH: Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under the provisions of section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

5th IN WITNESS WHEREOF, I have signed this Certificate this day of May, 1998.



Marcello Hallake
Incorporator

ATTACHMENT B
AUTHORITY TO TRANSACT BUSINESS
To Be Late-Filed

ATTACHMENT C

INITIAL TARIFF

See Attached

**CABLE & WIRELESS GLOBAL
MARKETS, INC.**

**FLORIDA PUBLIC SERVICE
COMMISSION TARIFF NO. 1**

Original Title Page

TELECOMMUNICATIONS SERVICE

CABLE & WIRELESS GLOBAL MARKETS, INC.

1275 Pennsylvania Avenue, N.W.
Washington, D.C. 20004

RESOLD INTEREXCHANGE SERVICES TARIFF

Rules and regulations applicable for furnishing of Resold Interexchange Services by Cable & Wireless Global Markets, Inc. between one or more points in the State of Florida as authorized by the Public Service Commission. This tariff is on file with the Commission and may be inspected during regular business hours. Copies may also be inspected during regular business hours at the principal place of business of Cable & Wireless Global Markets, Inc., 1275 Pennsylvania Avenue, N.W., Washington, D.C. 20004.

Issued:

Issued by:

Manager, Rates & Tariffs
Cable & Wireless Global Markets, Inc.
8219 Leesburg Pike, Vienna, VA 22182

Effective:

TELECOMMUNICATIONS SERVICE

CHECK SHEET

The Title Page and Pages 1 through 88, inclusive, of this Tariff are effective as of the date shown. Original and revised pages and any supplement as listed below contain all changes from the original Tariff that are in effect on the date shown.

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Issued:

Issued by: Manager, Rates & Tariffs
 Cable & Wireless Global Markets, Inc.
 8219 Leesburg Pike, Vienna, VA 22182

Effective:

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Manager, Rates & Tariffs
Cable & Wireless Global Markets, Inc.
8219 Leesburg Pike, Vienna, VA 22182

Effective:

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Issued:

Issued by:

Manager, Rates & Tariffs
Cable & Wireless Global Markets, Inc.
8219 Leesburg Pike, Vienna, VA 22182

Effective:

TELECOMMUNICATIONS SERVICE

CONCURRING, CONNECTING AND
PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

- (R) - To signify a rate reduction
- (I) - To signify a rate increase
- (C) - To signify a changed regulation
- (T) - To signify a change in text but no change
in rate or regulation
- (S) - To signify a reissued matter
- (M) - To signify a matter relocated without change
- (N) - To signify a new rate or regulation
- (D) - To signify a discontinued rate or regulation
- (Z) - To signify a correction

REFERENCE TO OTHER TARIFFS

References made in this Tariff to other tariffs of this Company or to tariffs of other companies are to the tariffs in force as of the effective date of this Tariff, and to amendments thereto and successive issues thereof.

Issued:

Issued by:

Manager, Rates & Tariffs
Cable & Wireless Global Markets, Inc.
8219 Leesburg Pike, Vienna, VA 22182

Effective:

TELECOMMUNICATIONS SERVICE

1. APPLICATION OF TARIFF

This Tariff contains the regulations and schedule of rates applicable to the provision of Service offered by Cable & Wireless Global Markets, Inc. (hereinafter referred to as the "Company") between one or more points in the State of Florida. In the event of any conflict between the provisions of this Tariff and the provisions of any Service Order, Service Request, or Special Network Arrangement, the provisions of this Tariff shall control only to the extent required by law.

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2. DEFINITIONS

Certain terms used generally throughout this Tariff are defined below. The terms defined in this Tariff include the plural as well as the singular. Unless otherwise expressly stated, the words "herein," "hereof," "hereunder" and other similar words refer to this Tariff as a whole and not to any particular subsection. The words "include" and "including" shall not be construed as terms of limitation.

Access Circuit: A digital or analog Communications Channel between a Hub and a point on the Network side of Company Equipment.

Authorized User: A person, firm, corporation or any other entity approved by the Customer and the Company to use the Service furnished to the Customer.

Availability: The ability of a Connection to transmit and receive the Customer's voice, data and other electronic signals between the Network Termination Points at the ordered bit rate and level of Transmission Quality.

Bandwidth: The level of channelized capacity (in Kilobits per second) provided by a Connection.

Bit: The smallest unit in a binary system of information transfer.

Bit-Error Ratio: The number of errors in the transmission of Bits over a given period of time.

Breach: An uncured Event of Default.

Charges: The rates and charges, including but not limited to Usage Charges, Monthly Charges, Special Construction Charges and Termination Charges, assessed the Customer in accordance with this Tariff.

Commission: Florida Public Service Commission.

Communications Channel: A path for the transmission of communications between two or more points.

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TELECOMMUNICATIONS SERVICE

2. DEFINITIONS (Cont'd)

Company: Cable & Wireless Global Markets, Inc.

Company Equipment: Any telecommunications equipment owned or leased by the Company and that forms part of the Network, including any such Company Equipment situated at any Location, but excluding Customer Premises Equipment. Company Equipment also includes Company Facilities.

Company Facilities: Facilities, equipment, software or wiring supplied by or on behalf of the Company for the purpose of furnishing Service. Company Facilities do not include the facilities, equipment, software or wiring supplied by Other Facilities Suppliers.

Connection: A Communications Channel between Network Termination Points selected by the Customer over which voice, data and other electronic signals can be transmitted by the Customer or User.

Continental United States: The contiguous forty-eight (48) states.

Customer: A person, firm, corporation or any other entity that orders Service and is responsible for the payment of Charges and compliance with the Company's regulations. A person, firm, corporation or any other entity that reasonably appears to be acting with the Customer's authority shall be deemed to be acting on behalf of the Customer.

Customer Premises: The Customer's or User's place(s) of business, residence or other location for the origination or termination of Service.

Customer-Premises Equipment ("CPE"): Equipment owned or leased by the Customer or Authorized User at a Location and connected to the Network on the Customer's or Authorized User's side of a Network Termination Point. CPE also includes Customer-Provided Equipment.

Customer-Provided Equipment: Facilities, equipment, software or wiring supplied by the Customer or User in connection with Service.

Demarcation Point: The point at which the Company Facilities are interconnected with Customer-Provided Equipment.

Direct Access Line: A dedicated physical telecommunications link between the customer equipment and the Company's POP.

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2. DEFINITIONS (Cont'd)

Dollars: United States Dollars.

Effective Date: Date that Customer accepts service.

Entity: Any corporation, public limited company, limited company, partnership, trust or other legal entity.

Event of Default: Any material act or omission that, if not cured within the applicable time period, constitutes a failure to fulfill an obligation under a Service Order.

FCC: Federal Communications Commission.

Force Majeure Conditions: Causes beyond Company's control, including acts of God; acts of public enemy; acts of any country, state, political subdivision; fires; floods; riots; civil disorder and strikes.

Hub: A site on the Network connected to a Point of Presence and that receives telecommunications from a Location and routes it through the Network to one or more other Locations.

Intellectual Property: Patents and patent rights, trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, inventions, copyrights and copyright rights, processes, formulae, logos, trade secrets, industrial models, customer lists, designs, methodologies, computer programs (including all source codes) and related documentation, technical information, manufacturing, engineering and technical drawings, know-how and all pending applications for and registrations of patents, trademarks, service marks and copyrights.

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2. DEFINITIONS (Cont'd)

Location: The premises owned or occupied by the Customer (or any Authorized User) that forms one end of a Location-Pair and at which a Network Termination Point is located.

Location-Pair: Two (2) Locations specified by the Customer between which the Company provides a Connection.

Minimum Annual Commitment: The minimum annual amount a Customer must spend for a specified period.

Minimum Service Period: The minimum period that a Customer may subscribe to Service.

Monthly Charge: A flat charge assessed the Customer each month for the use of the Company's Service.

Network: Collectively, Company Facilities and Company Equipment.

Network Interface Specifications: The specifications relating to the interface between the Network and any Customer-Premises Equipment attached to the Network.

Network Termination Point: A point representing the physical and management boundary between the Network and Customer Premises Equipment. The Network Termination Point is on the Network side of the Customer Premises Equipment.

Operational Service Date: The date when any Service, or any part of it, is first made available to the Customer by the Company or the date when the Customer first starts to use such Service (or any part of it), whichever date is the earlier.

Other Facilities Supplier: An entity other than the Company that provides facilities or services in connection with the Service furnished by the Company under this Tariff and not as a part of a joint undertaking with the Company to furnish Service under this Tariff.

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2. DEFINITIONS (Cont'd)

Performance Credit: A credit issued by the Company to the Customer in accordance with Section 3.3.4 of this Tariff.

Point of Presence (POP): A physical location at which a local access channel, the public switched telephone network, or other Communications Channel interconnects with Company Facilities for the origination or termination of communications.

Scheduled Service Date: The date upon which Service is scheduled to commence.

Service: The telecommunications service or services offered by the Company under this Tariff.

Service Agreement: An Agreement between a Customer and the Company containing descriptive information describing the Service the Company agrees to furnish to the Customer.

Service Interruption: An interruption of service begins when the Company becomes aware of the interruption and ends when it attempts to notify the Customer that Service has been restored or the Customer fails to cooperate with the Company so as not to allow the Company to restore Services as quickly as possible. Interruptions due to normal maintenance shall not constitute a Service Interruption.

Special Network Arrangement: A particular configuration of services and associated rates and regulations designed to meet Customer telecommunications needs.

Service Order: An order for service as described in Section 3.2.1 of this Tariff.

Service Term: The period that the Customer subscribes to Service. The Service Term may be longer than the Minimum Service Period.

Special Construction: Installation, procurement or deployment of facilities at the Customer's request not normally used by the Company to provide Service.

Tariffs: The Company's Tariff No. 1 and other tariffs on file with this Commission.

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2. DEFINITIONS (Cont'd)

Termination Charges: The charges specified in Section 3.3.3 of this Tariff.

Transmission Quality: Digital transmission with not more than 1 errored bit in 1,000,000 bits of digital data as measured by a fifteen minute intrusive bit error rate tester (BERT).

United States: The forty-eight (48) contiguous states and the District of Columbia, Hawaii, Alaska, Puerto Rico, and the U.S. Virgin Islands.

Usage Charge: A charge assessed the Customer for the use of the Company's Service. Usage Charges are assessed as specified in Sections 5 and 6 of this Tariff.

Year of Service: The period of twelve (12) months commencing on the Effective Date and, thereafter, each successive period of twelve (12) months from such date.

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TELECOMMUNICATIONS SERVICE

3. REGULATIONS

3.1. Undertaking of the Company

3.1.1. Scope

- (A) The Company undertakes to provide Service between the one or more points described herein in the State of Florida, in accordance with this Tariff.
- (B) The Company shall maintain sole and absolute discretion over the routing of Service furnished under this Tariff. In the event that the Company is required to make special arrangements to meet the requirements of the Customer, the applicable charges for Special Construction will be assessed in accordance with the applicable provisions of Section 3.2.2 of this Tariff.
- (C) 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.

3.1.2. Availability of Service

- (A) Service is available twenty-four (24) hours per day, seven (7) days per week, subject to the availability of facilities and subject to transmission, atmospheric, topographical and like conditions. The Company may limit or interrupt the use of Service because of (i) the lack of transmission medium capacity, (ii) the need to perform maintenance, modifications, upgrades, relocations, testing or other similar activities necessary for the provision of Service, or (iii) any cause beyond its control.
- (B) The use and restoration of Service during emergency conditions shall be in accordance with Part 64, Subpart D, Appendix A, of the FCC rules and regulations, 47 C.F.R. Part 64 (1997), which specifies the priority system for services.
- (C) The Company reserves the right, when necessary, to arrange for Service to be furnished through the facilities of Other Facilities Suppliers or other entities or through the use of agents or subcontractors.

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3. REGULATIONS (Cont'd)

3.1. Undertaking of the Company (Cont'd)

3.1.3. Liability of the Company

- (A) Except as stated in this Section 3.1.3, the Company shall not be liable for damages of any kind, including without limitation consequential, special or indirect damages, arising out of or related to events, acts, rights or privileges contemplated in this Tariff. This Tariff does not limit the liability of the Company for willful misconduct, if established as a result of judicial or administrative proceedings.

- (B) THE COMPANY MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, CONCERNING THE COMPANY'S FACILITIES, EQUIPMENT, SOFTWARE OR SERVICE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DOES NOT AUTHORIZE ANYONE, WHETHER A COMPANY EMPLOYEE, AGENT, SUB-CONTRACTOR, OR OTHERWISE, TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND THE CUSTOMER SHOULD NOT RELY ON ANY SUCH STATEMENT.

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3. REGULATIONS (Cont'd)

3.1. Undertaking of the Company (Cont'd)

3.1.3. Liability of the Company (Cont'd)

- (C) NEITHER THE COMPANY NOR ANY OF ITS MANUFACTURERS, SUBCONTRACTORS OR SUPPLIERS WILL BE LIABLE TO THE CUSTOMER FOR LOST REVENUES, LOST PROFITS, LOST DATA, OR OTHER SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGE OR FOR LOSS, DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM THE CUSTOMER'S OR ANY OTHER PARTY'S USE OF OR INABILITY TO USE EQUIPMENT, SERVICES OR SOFTWARE EITHER SEPARATELY OR IN COMBINATION WITH OTHER EQUIPMENT OR FOR COMMERCIAL LOSS OF ANY KIND, WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS, NOR SHALL ANY RECOVERY AGAINST THE COMPANY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) BE GREATER IN AMOUNT THAN THE CHARGES PAID BY THE CUSTOMER TO THE COMPANY UNDER THIS TARIFF. THE CUSTOMER ASSUMES ALL RISKS AND LIABILITY FOR LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY OF THE CUSTOMER OR OTHERS ARISING OUT OF USE OR POSSESSION OF THE EQUIPMENT, SERVICES AND SOFTWARE PROVIDED UNDER THIS TARIFF.
- (D) The liability of the Company for damages arising out of mistakes, interruptions, omissions, delays, errors or defects occurring in the course of furnishing Service under this Tariff, and not caused by the failure or negligence of the Customer or Customer-Provided Equipment or service, shall in no event exceed the amount set forth in Section 3.3.4. No other liability in any event shall attach to the Company.

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3. REGULATIONS (Cont'd)

3.1. Undertaking of the Company (Cont'd)

3.1.3. Liability of the Company (Cont'd)

- (E) The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to any acts of God, fire, lightning, explosion, flood, extreme weather conditions or other catastrophes; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; any national emergencies, insurrections, riots or wars; or any labor difficulties.
- (F) The Company shall not be liable for any act or omission of Other Facilities Suppliers or any other entity furnishing Customer-Provided Equipment or service used in connection with the Service furnished in this Tariff; nor shall the Company be obligated to meet any service levels in its tariffs if the Customer connects Other Facilities Suppliers' services with the Company's services or facilities; nor shall the Company be liable for any damages or losses due to the failure or negligence of the Customer or User or due to the failure of Customer-Provided Equipment.
- (G) The Company shall not be liable for any damages, including Usage Charges, the Customer may incur as a result of the unauthorized use or misuse of the Service or Company Facilities, or Customer-Provided Equipment or services. Unauthorized use or misuse includes, but is not limited to, the unauthorized use or misuse of Service or Customer Provided Equipment or services by the Customer's employees, third parties, or the public. The Company does not warrant or guarantee that it can prevent unauthorized use or misuse, and the Customer is responsible for controlling access to, and use of, the Service and its own equipment, facilities or services.

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3. REGULATIONS (Cont'd)

3.1. Undertaking of the Company (Cont'd)

3.1.3. Liability of the Company (Cont'd)

- (H) The Company shall not be liable for damages for any accident or injury occasioned by the use of Customer-Provided Equipment or for any defacement or damage to Customer Premises or Customer-Provided Equipment resulting from the installation and existence of Customer-Provided Equipment.
- (I) The Company shall not be liable for the interception or breach in privacy or security of any Service or communications provided under this Tariff.
- (J) The Company shall not be liable for:
 - (i) Libel, slander, or infringement of copyright arising from or in connection with the transmission of communications by means of the Service provided by the Company;
 - (ii) Infringement of patents or trade secrets arising from the combination, connection, or use of the Service with Customer-Provided Equipment, facilities or services;
 - (iii) Any act or omission of the Customer, User or any Other Facilities Supplier;
 - (iv) Changes in any of Company Facilities, Service, operations or procedures that render any equipment, facilities or services provided by the Customer or User obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance; or
 - (v) Any claim arising out of an act or omission of the Customer or User pertaining to the encryption of data to be transmitted via the Service.

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3. REGULATIONS (Cont'd)

3.1. Undertaking of the Company (Cont'd)

3.1.3. Liability of the Company (Cont'd)

- (K) In no event shall Company be liable for any delay or other failure to perform hereunder that is due to Force Majeure Conditions.
- (L) Customer shall have the obligation to mitigate any damages that it incurs.
- (M) Each provision of this Tariff limiting or excluding liability operates separately and survives independently of the others.

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3. REGULATIONS (Cont'd)

3.2. Obligations of the Customer

3.2.1. Service Ordering

- (A) A Customer shall provide the Company with a written Service Order specifying the date on which Service is requested to commence, the Service points, the duration of Service, the type and transmission speed of facilities required, and any special arrangements requested. Such Service Order also shall contain, at a minimum, the following information (i) name; (ii) address; and (iii) telephone number.
- (B) A request to reconfigure or add a Communications Channel, or otherwise order new Services or vary any of the Services or to vary any part of the Services, will be treated as a new order for Service, subject to a Minimum Service Period. A request to rearrange a Communications Channel may be subject to Termination Charges set forth in Section 3.3.3(C). Requests to renew a Service for an additional Service Term must be received by the Company at least 7 days before the end of the Service Term to avoid any charges.
- (C) After receipt of an initial Service Order, the Company will indicate its acceptance by signing that Service Order and providing to the Customer a Scheduled Service Date, which will be an estimate as to when the Service will commence. The Customer shall notify the Company, in writing within 10 days of the Company's acceptance, whether the Company should process the Service Order. The Service shall commence on its Operational Service Date.
- (D) An application for Service may be changed or cancelled prior to the Scheduled Service Date by the Customer upon written notice to the Company, provided the Customer pays all costs, including any costs assessed by Other Facilities Suppliers, incurred by Company in accommodating any change or cancellation.

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3. REGULATIONS (Cont'd)

3.2. Obligations of the Customer (Cont'd)

3.2.1. Service Ordering (Cont'd)

- (E) In the event the Operational Service Date does not occur on or before the thirtieth (30th) day following the Scheduled Service Date, or the Company notifies the Customer that Service will not be furnished, the following shall apply:
- (i) If the delay is due to any act or omission of the Customer or User, the Customer may cancel the application for Service and shall pay all costs incurred by the Company in preparing to furnish Service.
 - (ii) If the delay is due to any cause other than those specified in Section 3.2.1(E)(i), the Customer may cancel the application for Service and no cancellation charges shall apply.
 - (iii) As an alternative to termination, the Customer may request and the Company shall provide a new Scheduled Service Date.
- (F) As provided in Section 3.2.1(B) of this Tariff, if the Customer wishes to order new Services or to vary any of the Services or to vary any part of any Service, it shall notify the Company in writing, detailing the proposed change and the reason for it, as provided in this Subsection. Within a reasonable time, not exceeding thirty (30) working days of receipt of a proposal under this Subsection, the Company shall respond by notifying the Customer in writing whether such proposal is feasible, together with the resulting financial, contractual, technical and other effects. The Customer shall notify the Company in writing, within 10 days of receipt of the Company's response, whether or not the Company is to proceed and make the change. A proposed change shall be effective upon the written authorization of both the Customer and the Company.
- (G) The Customer shall provide information on a continuing basis as required by the Company to prepare, install, furnish and maintain Service.

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3. REGULATIONS (Cont'd)

3.2. Obligations of the Customer (Cont'd)

3.2.2. Charges for Special Construction and Overtime

- (A) The Charges for Service requiring Special Construction by the Company will be developed on a case-by-case basis. The Company may require the Customer to pay in advance the Charges for Special Construction as set forth in Section 3.2.4 of this Tariff. The Company shall be responsible for preparing and filing any necessary special construction tariffs or tariff revisions for this purpose. The Customer is responsible for obtaining all necessary permits or concessions.
- (B) Charges for Special Construction will be based on such elements as cost of equipment and materials, cost of installation, engineering, labor, supervision, general and administrative expense, overhead, interest during construction, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the provision of Special Construction. The Company shall notify the Customer of the estimate of such Charges, and the Customer shall notify the Company in writing within 10 days thereafter whether to proceed with the proposed Special Construction.
- (C) The Charges set forth in Section 5 of this Tariff are based upon the costs of activities performed during the Company's normal working hours. The Company will assess additional charges calculated to recover any direct out-of-pocket costs (e.g., labor and third party payments) incurred by the Company when, at the request of the Customer, installation of or modification to Service occurs outside the Company's normal working hours.

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3. REGULATIONS (Cont'd)

3.2. Obligations of the Customer (Cont'd)

3.2.3. Payment for Service

- (A) The Customer is responsible for payment of all Charges for Service furnished by the Company to the Customer. Charges for each Service shall commence on its Operational Service Date. Charges, including but not limited to Special Construction Charges, Monthly Charges and Usage Charges, shall be paid within 30 days of the date of the Company invoice (the "Due Date"). Usage Charges shall be assessed in arrears. Monthly Charges will be assessed in advance. Invoices will be submitted monthly, quarterly, or annually in advance, as specified by the Customer.
- (B) The Company shall send invoices to the Customer at the address specified in the Service Order. The Customer shall provide the Company 30 days' advance notice in writing of any change in the invoice address. The Company will implement the change as soon as reasonably practicable. The Customer's responsibility for timely payment of all Charges is not changed due to the Customer's failure to receive an invoice.
- (C) The Customer shall not be excused from paying the Company for Service provided to the Customer or any portion thereof on the basis that unauthorized use or misuse occurred over the Service. The Customer shall indemnify and hold harmless the Company against all costs, expenses, claims or actions arising from unauthorized use or misuse of any nature of the Service.
- (D) A Customer that does not pay any item on an invoice that is not subject to a bona fide dispute shall be assessed interest on the unpaid amount at the lesser of (i) prime plus three percent (3%) or (ii) the highest rate of interest allowed by the laws of the State of Florida.
- (E) The Customer shall pay all imposed duties and sales, use, transfer, value-added service, gross receipts, excise and similar taxes that (i) are lawfully levied on the Company by a duly constituted taxing authority against or upon the Services or (ii) the Company is required by law to levy or withhold with respect to such Services.

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3. REGULATIONS (Cont'd)

3.2. Obligations of the Customer (Cont'd)

3.2.3. Payment for Service (Cont'd)

- (F) If the Company initiates legal proceedings to collect any amount due hereunder and the Company substantially prevails in such proceedings, then the defendant Customer shall pay the reasonable counsel fees and costs of the Company in prosecuting such proceedings and appeals therefrom.
- (G) Federal, state and local sales, use, excise and other taxes, as well as government assessed fees and surcharges, where applicable, shall be added to the Charges contained herein, unless the Customer provides a properly executed certificate of exemption from such taxes. It shall be the responsibility of the Customer to pay these taxes and to accept the liability of any such unpaid taxes that may become applicable.
- (H) The amounts resulting from taxes, fees, or exactions imposed against the Company, its property, or its operations, excepting only taxes imposed generally on corporations, shall be billed to its customers pro rata by the Company when applicable.

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3. REGULATIONS (Cont'd)

3.2. Obligations of the Customer (Cont'd)

3.2.4. Advance Payments and Deposits

- (A) The Customer may be required to provide suitable security, including but not limited to a deposit, bank letter of credit, or advance payment, to be held by the Company as a guaranty of the payment of Charges. Such security may be applied at any time, at the option of the Company, in payment of any unpaid Charges for Service furnished to the Customer or in payment of applicable Termination Charges. Such a deposit will not exceed an amount equal to an aggregate of three (3) months' recurring and nonrecurring charges for all Services and Company Facilities to be provided to Customer plus, where special construction is necessary in order to install the Services and/or Company Facilities, an amount equal to the estimated aggregate nonrecurring charges (if any) for such construction, whenever incurred. The Company shall refund deposits to Customers in accordance with Section 3.2.4(C).
- (B) When a Service Order is canceled, at the Customer's request, prior to the commencement of Service, the deposit will be applied to all applicable Charges.
- (C) The Company, upon the termination of Service, will refund within sixty (60) days the Customer's deposit, or the balance in excess of unpaid Charges, if any, for Service.
- (D) The fact that a deposit has been made does not relieve the Customer from complying with the Company's regulations or from the prompt payment of bills; nor does it constitute a waiver or modification of the regulations of the Company providing for the termination of Service for nonpayment of any sums due the Company for Service rendered.

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3. REGULATIONS (Cont'd)

3.2. Obligations of the Customer (Cont'd)

3.2.5. Billing Disputes

- (A) When the Customer disputes a bill for the Company's Service, the Customer shall (i) pay any undisputed portion of the bill and, at the Customer's election, pay the disputed portion pending resolution of the dispute; (ii) advise the Company in writing that the bill or any portions thereof are disputed by the Customer; and (iii) provide a written explanation of the basis for the dispute within thirty (30) days of the invoice date in question.
- (B) The Company will review the Customer's bill and notify the Customer within thirty (30) days of the outcome of its review. If the Company agrees with the Customer, it shall credit the Customer's account for any disputed amounts paid by the Customer. If the Company disagrees with the Customer, any disputed amount unpaid by the Customer shall become payable upon notice to the Customer.
- (C) If there remains 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
101 East Gaines Street
Tallahassee, Florida 32399
- (D) Billing inquiries may be directed to the Company at its toll free number: 1-800-205-5771

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3. REGULATIONS (Cont'd)

3.2. Obligations of the Customer (Cont'd)

3.2.6. Use of Service

- (A) Service shall be used to transmit communications of the Customer or Authorized User in a manner consistent with the terms and conditions of this Tariff and the policies and regulations of the Federal Communications Commission and other State authorities involved.
- (B) Service is furnished subject to the condition that the Customer or Authorized User not use such Service for any illegal purpose, or in a manner that violates the law, or for annoying any person, or in a manner that interferes with the reasonable use of the Company's Service by other customers or users.
- (C) The Customer shall ensure that the use of Service by the Customer or Authorized User shall not (i) interfere with any other Service offered by the Company; (ii) endanger the safety of the Company's employees or the public; or (iii) damage or require change in or alteration of Company Facilities or interfere with the proper functioning of such facilities. If any equipment, facilities or services provided by the Customer or User is causing or is likely to cause such hazard or interference, the Company may suspend or terminate Service as set forth in Sections 3.3.1 and 3.3.2 of this Tariff, and the Customer shall take such steps as shall be necessary to remove or prevent such hazard or interference.
- (D) The Customer shall comply with all conditions imposed on the use of services provided by Other Facilities Suppliers.
- (E) The Customer shall indemnify and hold harmless the Company against all loss and damage resulting from the failure of the Customer or Authorized User, patron, lessor or similar entities to observe the provisions of this Tariff.

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3. REGULATIONS (Cont'd)

3.2. Obligations of the Customer (Cont'd)

3.2.7. Customer Premises Provisions

- (A) The Customer shall provide to the Company all reasonable personnel, power and space required to operate all Company Facilities installed on the Customer Premises.
- (B) Prior to commencement of installation of Company Facilities, the Customer and Company shall have determined the location of Company Facilities at the Customer Premises and the Customer, at its own expense, shall have completed any preparatory work required by the Company at the Customer Premises or to Customer-Provided Equipment to ensure technical compatibility with Company Facilities or Service.
- (C) The Customer shall be responsible for making Customer Premises available, upon reasonable notice and at reasonable hours, for such tests and inspections as may be necessary to determine compliance with the requirements of this Tariff regarding the installation, operation or maintenance of Company Facilities or Customer-Provided Equipment.
- (D) The Company undertakes that its employees, agents and sub-contractors shall observe the Customer's reasonable site regulations previously advised in writing to the Company. In the event of any conflict between such site regulations and this Tariff, the terms and conditions of this Tariff shall prevail.

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3. REGULATIONS (Cont'd)

3.2. Obligations of the Customer (Cont'd)

3.2.8. Provision of Equipment and Facilities

- (A) The Company shall not be responsible for the installation, operation or maintenance of Customer-Provided Equipment. Where Customer-Provided Equipment is connected to the Service furnished under this Tariff, the responsibility of the Company shall be limited to the furnishing of Service under this Tariff and to the maintenance and operation of such Service; subject to this restriction, the Company shall not be responsible for:
- (i) the through transmission of signals generated by Customer-Provided Equipment; or
 - (ii) the reception of signals by Customer-Provided Equipment; or
 - (iii) network control signalling where such signalling is performed by Customer-Provided network control signalling equipment.
- (B) Customer-Provided Equipment for use in connection with this Service shall be so constructed, maintained and operated as to be technically compatible with Company Facilities and Service to the Company's satisfaction, shall not be capable of transmitting or receiving any message or communication over the Service except in accordance with this Tariff, and shall be in compliance with all FCC rules and regulations. Any special interface equipment or reasonable security procedure necessary to achieve compatibility between Customer-Provided Equipment and Company Facilities or Service shall be provided at the Customer's expense.

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3. REGULATIONS (Cont'd)

3.2. Obligations of the Customer (Cont'd)

3.2.8. Provision of Equipment and Facilities (Cont'd)

- (C) If the Customer is not in compliance with the requirements of FCC rules, including Part 68, associated with Customer-Provided Equipment, the Company may take such action as necessary, including the suspension and/or termination of Service, to protect Company Facilities and personnel and will promptly notify the Customer of the need for protective action. The Company shall upon request provide the Customer with a statement of necessary technical specifications for Customer-Provided Equipment.
- (D) The Customer or Authorized User may not rearrange, disconnect, remove, modify or attempt to repair or permit others to rearrange, disconnect, remove, modify or attempt to repair any Company Facilities without the prior written consent of the Company. The Customer shall be responsible for Company Equipment while it is at a site and shall not add to, modify or in any way interfere with the Company Equipment. The Customer shall be liable to the Company for any loss or damage to Company Equipment, except in so far as any such loss or damage is attributable to the negligent or willful act or omission of the Company, its employees, agents or sub-contractors.
- (E) Title to any Company Facilities in connection with the Service shall not vest in the Customer or User, and the Customer will cooperate fully with the Company to recover any Company Facilities after any termination of Service.
- (F) The Customer shall cooperate with the Company in the installation, testing, operation and maintenance of equipment and facilities used in connection with the provision of Service pursuant to this Tariff. The Customer shall at its own expense provide reasonable assistance and facilities to the Company in the installation of equipment, shall provide at its own expense any electricity required for the proper functioning of such equipment and shall provide or procure at its own expense suitable accommodation, facilities and environmental conditions for housing of such equipment and all necessary electrical and other installations and fittings.

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3. REGULATIONS (Cont'd)

3.2. Obligations of the Customer (Cont'd)

3.2.9. Ownership and Intellectual Property Rights

- (A) Ownership of all Intellectual Property in any Company equipment, software, operating manuals and associated documentation made available as part of any Service or otherwise generated in connection with this Tariff shall remain the absolute property of the Company or its licensors.
- (B) Where software is made available to the Customer in connection with any Service, the Company grants the Customer a non-exclusive, nontransferable license to use such software solely in connection with such Service and for no other purpose.
- (C) The Customer shall not, without Company's prior written consent, copy or reproduce or decompile or modify any licensed software, nor copy the manuals or documentation, except to the extent strictly necessary for proper use of the Service and for back-up purposes. Any such permitted reproduction shall be solely in object code form.
- (D) The Customer shall keep any licensed software and any other material containing the Company's Intellectual Property in confidence and shall ensure that it is not copied, disclosed or used other than as authorized under this Tariff.
- (E) The Customer shall not make any modification to any licensed software without the Company's prior written consent. The Intellectual Property rights in any permitted modifications shall vest in the Company.
- (F) The Customer agrees to sign any agreement reasonably required by the owner of the Intellectual Property rights in any material supplied to the Customer under this Tariff in order to protect the owner's interest in that Intellectual Property.

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3. REGULATIONS (Cont'd)

3.2. Obligations of the Customer (Cont'd)

3.2.10. Intellectual Property Rights Indemnity

- (A) The Company shall indemnify the Customer against all claims and proceedings arising from infringement (or alleged infringement) of any Intellectual Property Rights enforceable in the United States by reason of the Customer's use of any Service or any item provided as part of the Service. As a condition of this indemnity the Customer shall:
- (i) notify the Company promptly in writing of any allegation of infringement; and
 - (ii) make no admission relating to the infringement; and
 - (iii) allow the Company to conduct all negotiations and proceedings and give the Company all reasonable assistance.
- (B) If at any time an allegation of infringement of Intellectual Property rights is made, the Company may at its own sole discretion and expense modify the Service, or any item provided as part of the Service, so as to avoid the infringement, provided that any such modification does not materially affect the performance of the Service.
- (C) The indemnity in Section 3.2.10(A) does not apply to infringements occasioned by the Customer's or Authorized User's use of the Service, or any item provided as part of the Service, in conjunction with other equipment, facilities, service or software not provided by the Company, or to infringements occasioned by designs or specifications made by the Customer or User. The Customer shall indemnify and hold harmless the Company against all claims, proceeding and expenses arising from such infringements described in this Section 3.2.10(C).

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3. REGULATIONS (Cont'd)

3.2. Obligations of the Customer (Cont'd)

3.2.11. Liability of the Customer

- (A) The Customer shall be liable for any damages to or loss of Company Facilities, Company Equipment or Service or for any injury to the Company's employees, agents or sub-contractors caused by the negligence or willful act of the Customer's officers, employees, agents or sub-contractors or the Customer's Authorized Users, patrons or lessors.

- (B) The Customer shall be responsible for the payment of all costs and expenses, including reasonable counsel fees and disbursements, incurred by the Company in connection with any legal or other proceedings and any appeals therefrom to collect any Charges due pursuant to Service under this Tariff or to enforce any terms or conditions of this Tariff against the Customer where the Company substantially prevails in such proceedings.

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3. REGULATIONS (Cont'd)

3.3. Suspension and Termination of Service

3.3.1. Suspension by the Company

- (A) The Company may, without incurring any liability, suspend Service to the Customer if such action is necessary to protect Company employees, agents, sub-contractors, Facilities, Equipment or Service; provided, however, that the Company shall make reasonable efforts to give the Customer prompt advance notice of any such suspension. The Company will endeavor, consistent with its responsibilities as a common carrier, to coordinate routine maintenance requirements.
- (B) Without affecting rights under Section 3.3.2 for breach, upon non-payment of any sum owing to the Company for more than 30 days beyond the date of invoice for Service or upon violation of any of the terms or conditions governing the furnishing of Service under this Tariff, the Company may, by 24 hours advance notice to the Customer, without incurring any liability, suspend the furnishing of Service under this Tariff.
- (C) Suspension for cause does not relieve the Customer of any obligation to pay Charges that have accrued under Section 3.2.3 and Section 5 of this Tariff.
- (D) Should the Company restore Service after suspension, the Customer shall be responsible for the payment of any Charges, including reconnection charges or other costs, associated with the suspension and restoration of Service.

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3. REGULATIONS (Cont'd)

3.3. Suspension and Termination of Service (Cont'd)

3.3.2. Termination by the Company

- (A) The Company may terminate Service to the Customer for cause, without incurring any liability, after suspension of Service for nonpayment or noncompliance with any provision of this Tariff if such nonpayment or noncompliance is not corrected within thirty (30) days following the suspension of Service.
- (B) The Company may terminate Service to the Customer for cause, without incurring any liability, when the Company has reason to believe that the Customer provided false or misleading information to the Company in connection with a Service Order.
- (C) The Company may terminate Service to the Customer for cause, without incurring any liability, following the initiation by or against the Customer of a proceeding in bankruptcy, reorganization, insolvency, receivership or assignment for the benefit of creditors.
- (D) The Company may terminate Service to the Customer for cause, without incurring any liability, if required to cease Service or any material portion of the Service as a result of a change in any applicable laws, in contemplation or acknowledgement of or to avoid the consequences of any change, order, judgment or decision. The Company may substitute another service in the above circumstance that substantially meets all Customer needs and is not higher in price and meet all its obligations under this Tariff assuming the substitute service is available within thirty (30) days of the termination date of the original service.
- (E) The Company may terminate Service to the Customer for cause, without incurring any liability, if Customer fails to perform or comply with any material covenant, condition, or obligation under this Tariff, unless such Breach is cured within thirty (30) days of written notice by the Company of such breach. Customer may have an additional thirty (30) days to cure if it can demonstrate it is capable of curing within that additional period. Termination of one service or a part of a service is not cause for termination of remaining services.

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3. REGULATIONS (Cont'd)

3.3. Suspension and Termination of Service (Cont'd)

3.3.2. Termination by the Company (Cont'd)

- (F) Termination for cause does not relieve the Customer of any obligation to pay Charges that have accrued under Section 3.2.3 and Section 5 of this Tariff or for any Termination Charges under Section 3.3.3.

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3. REGULATIONS (Cont'd)

3.3. Suspension and Termination of Service (Cont'd)

3.3.3. Termination by the Customer

- (A) Termination At End of Minimum Service Period: Upon sixty (60) days written notice to the Company, the Customer may terminate Service that shall have completed a continuous Minimum Period of Service, subject to the payment of all outstanding Charges for Service rendered.
- (B) Termination Before End of Service Term: Upon termination of the Service by the Customer prior to the end of the Minimum Period of Service, the Customer shall pay the following charges:
 - (i) all outstanding Charges for Service rendered;
 - (ii) the difference between the discounts applied as a result of the intended annual commitment or Service Term and the discounts applicable to the actual commitment or Service Term; and
 - (iii) all Charges that would have been due for payment under the Service Order less what has already been paid; and
 - (iv) all additional Charges, that the Company may incur from Other Facilities Suppliers as a result of the termination.

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3. REGULATIONS (Cont'd)

3.3. Suspension and Termination of Service (Cont'd)

3.3.3. Termination by the Customer (Cont'd)

(C) Termination by Rearrangement or Relocation of Communications Channel: Upon ninety (90) days' written notice to the Company, and as provided in Section 3.2.1(F), the Customer may request a rearrangement (e.g., a change in transmission speed) or relocation (e.g., a change in address) of a Communications Channel, subject to the payment of:

- (i) all outstanding Charges for Service rendered; and
- (ii) all applicable reconfiguration charges for the rearranged or relocated Service.

(D) Termination by Replacement of Service: Upon ninety (90) days' written notice to the Company, and as provided in Section 3.2.1(F), the Customer may terminate Service, by replacing it with another Company Service, subject to the following conditions:

- (i) the Customer shall pay all outstanding Charges for the Service rendered;
- (ii) the Service to be replaced shall have completed a continuous period of service of at least 12 months. If the Service has not completed a continuous period of service of 12 months, the Customer shall pay to the Company all Charges which would have been payable had the Service completed such a period;

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3. REGULATIONS (Cont'd)

3.3. Suspension and Termination of Service (Cont'd)

3.3.3. Termination by the Customer (Cont'd)

(D) Termination by Replacement of Service (Cont'd)

(iii) the Service Term for the new Service shall be at least as long as the outstanding Service Term for the Service to be replaced and in any event shall not be less than 12 months;

(iv) the Customer shall pay all applicable reconfiguration charges for the new Service.

(E) Increased Commitment to Same Service: Upon ninety (90) days' written notice to the Company, and as provided in Section 3.2.1(F), the Customer may extend its Service Term or increase its volume commitment for Service, without penalty. Upon receipt of such request for extension, the appropriate discount level applicable to such extension or increase shall apply, beginning on the date Customer receives such modified Service pursuant to the increased volume commitment.

(F) Termination Without Liability: Customer may terminate without liability to the Company under the following circumstances:

(i) Termination of Service by the Company under Section 3.3.2(D) of this Tariff;

(ii) The Company loses, lets lapse, or has modified in a significant manner, any required license, permit, consent or approval of any governmental authority, body, or instrumentality of competent jurisdiction.

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3. REGULATIONS (Cont'd)

3.3. Suspension and Termination of Service (Cont'd)

3.3.3. Termination by the Customer (Cont'd)

- (G) The Company will have thirty (30) days from written notice of Customer's intent to terminate to cure any conditions allowing for termination of Service, except that where the condition is not capable of being cured within thirty (30) days, the Company will have an additional thirty (30) days to cure if the Company can demonstrate that it can cure the condition and in that period Service is not materially impaired. Termination of one Service or a part of a Service under this Tariff is not cause for termination of the remaining Services.

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3. REGULATIONS (Cont'd)

3.3. Suspension and Termination of Service (Cont'd)

3.3.4. Performance Credit for Service Interruptions

- (A) The Customer must report a Service Interruption within 48 hours from the time the Customer becomes aware of such Service Interruption. Service Interruptions may be reported 24 hours a day, 7 days a week to an appropriate fault reporting number that the Company will provide to the Customer for that purpose. The Customer shall at the time of the report provide the Company with a contact telephone number and name to enable the Company to advise the Customer on its progress to resolve the Service Interruption. A Service Interruption begins when the Customer reports it and ceases when (i) the Company restores Service and has attempted to contact the Customer or (ii) the Customer fails to cooperate with the Company so as to not allow it to restore Service as quickly as possible.

- (B) No Performance Credit shall apply for: any failure on the part of the Customer to perform its obligations under this Tariff; any failure or malfunction of Customer-Provided Equipment; any necessary interruption due to additions or changes to Service; any cooperative testing as specified in Section 3.2.7 of this Tariff; any act or omission by the Customer, User or Other Facilities Supplier; any electrical or other power outage; or any failure of performance due to causes beyond the Company's control as specified in Section 3.1.3(E) of this Tariff.

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3. REGULATIONS (Cont'd)

3.3. Suspension and Termination of Service (Cont'd)

3.3.4. Performance Credit for Service Interruptions (Cont'd)

- (C) When Service is interrupted due to causes other than those specified in Section 3.3.4(B), a Performance Credit shall be applied as follows. No other liability shall attach to the Company.
 - (i) For purposes of calculating Performance Credits applied as a proportion of Monthly Charges, each month will be deemed to have thirty (30) days. In no event shall the Performance Credits exceed the Monthly Charges assessed the Customer for one month.
 - (ii) No Performance Credit is applicable to Usage Charges, Special Construction Charges or Termination Charges.
 - (iii) In the event a Service Interruption results from a failure of the facilities of Other Facilities Suppliers, the Company's liability for a Performance Credit shall be limited to the credit, if any, received by the Company from the Other Facilities Suppliers.
- (D) Performance Credits are calculated at the end of each month or billing cycle. Performance Credits will be applied to the next invoice or invoices as necessary.
- (E) In the event that the Customer reports a Service Interruption and the Company determines that no Service Interruption has occurred or that the Customer is responsible for the Service Interruption, the Company will assess the Customer the Company's actual cost of investigating the report.

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3. REGULATIONS (Cont'd)

3.4. Confidentiality

3.4.1. The Company and Customer shall keep in confidence and shall not disclose to any person (other than employees or professional advisers who need to know the information) any information (whether written or oral) of the other party which is designated and marked confidential, without the written consent of the other party. This obligation does not apply to information which:

- (A) is in the public domain or comes into it other than by violation of this Tariff or by breach of an agreement of the Customer and Company;
- (B) is rightfully obtained from other parties without restriction;
- (C) can be shown to have been already lawfully in the possession of the receiving party or independently developed by it prior to the disclosure; or
- (D) is developed independently by the receiving party without use of confidential information; or
- (E) is obtained from a third party who is free to divulge the same; or
- (F) is disclosed in response to an order or request from a court, the FCC, or other regulatory body with jurisdiction over the Company or Customer, provided however that the Company or Customer shall first have been given reasonable notice and opportunity to object to the order or request and/or to obtain a protective order covering the confidential information to be disclosed.

3.4.2. This obligation survives the expiration or termination of Service for a period of two years.

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3. REGULATIONS (Cont'd)

3.5. Assignment

All or part of the Service or any rights or obligation associated therewith may not be assigned or in any manner transferred without the written consent of the Company, which shall not be unreasonably withheld.

3.6. Notices

Except as otherwise provided in this Tariff or in any Service Order, notices or other communications between Customer and Company required or permitted under this Tariff shall be in writing and shall be mailed by registered or certified mail, return receipt requested, postage prepaid, or transmitted by overnight courier, hand delivery (including delivery by courier), or facsimile transmission, to the person(s) whose name and business address appear in the relevant Service Order, and the effective date of any notice shall be the date of delivery of such notice, not the date of mailing. By written notice, the Company or the Customer may change the party to receive notice and/or the address to which such notice is to be delivered.

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TELECOMMUNICATIONS SERVICE

4. SERVICE OFFERINGS

4.1. Virtual Network Service

4.1.1. Service Description

Virtual Network Service (“VNS”) is a telecommunications service offering virtual private network connectivity capable of transmitting voice, data, facsimile, video and other communications. Access to VNS is provided through dedicated channels or through the public switched telephone network. Features of VNS include the following:

- (A) Each extension on the Customer’s virtual private network is assigned a seven-digit global dial plan number.
- (B) Customers can block calls to certain destinations, regardless of whether the locations are on or off the Customer’s virtual private network.

4.1.2. Types of Service

- (A) OnNet: VNS between extensions on the Customer’s virtual private network.
- (B) On-OffNet: VNS that originates on the Customer’s virtual private network and terminates on an extension that is not on the Customer’s virtual private network.
- (C) Off-OnNet: VNS that originates on an extension that is not on the Customer’s virtual private network and that terminates on the Customer’s virtual private network.

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4. SERVICE OFFERINGS (Cont'd)

4.1. Virtual Network Service (Cont'd)

4.1.3. Locations Served

- (A) OnNet: Available on an intrastate basis between points within the State of Florida.
- (B) On-OffNet: Available on an intrastate basis between points within the State of Florida.
- (C) Off-OnNet: Available on an intrastate basis between points within the State of Florida.

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4. SERVICE OFFERINGS (Cont'd)

4.2. Toll Free Service

4.2.1. Service Description

Toll Free Service is a telecommunications service which allows a caller to place calls to a Customer at no cost to the calling party by dialing a telephone number that is assigned to a Customer Premise and that employs a toll-free area code.

Toll Free Service includes tracking features such as account codes, which can be used to control and track service usage by designated callers. Also, Customers can safeguard against unauthorized calling through use of security codes, i.e., any call made without a valid security code will not complete.

4.2.2. Types of Service and Locations Served

Intrastate Toll Free Service: Callers located in the State of Florida may place calls to Customer Premises located in Florida.

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4. SERVICE OFFERINGS (Cont'd)

4.3. Audioconference Services

4.3.1. Service Description

Audioconference Service is a telecommunications service that allows Customers to establish audio telephone calls with multiple participants who may be located at different sites. In advance of the conference call, an Audioconference bridge is allocated to the call and the phone number for accessing the bridge is provided to participants. Participants join the conference call by calling the audioconference bridge phone number and either presenting identifying information to the Audioconference coordinator or keying in a conference code identification number ("Dial-in Service"). Under certain circumstances, "Dial-Out Service" may be available as well; i.e., the Company Audioconference coordinator will call nominated conference participants to bridge them onto the conference call.

4.3.2. Locations Served

Audioconference Service is available on an intrastate basis within the State of Florida.

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5. RATES

5.1. Virtual Network Service

5.1.1. OnNet VNS Usage Charges

\$ 0.0480 per minute

5.1.2. On-OffNet VNS Usage Charges

\$ 0.110 per minute

5.1.3. Off-OnNet VNS Usage Charges

\$ 0.110 per minute

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5. RATES (Cont'd)

5.2. Toll Free Service

5.2.1. Intrastate Toll Free Service Usage Charges

\$0.12 per minute

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5. RATES (Cont'd)

5.3. Audioconference Service

5.3.1. Dial-In Service Usage Charges

Service	US \$ Per Minute
Toll Free Dial-In Access	.60 – first 150,000 minutes per month .24 – in excess of 150,000 in any given month
Standard Dial-In Access	.50

5.3.2. Dial-Out Service Usage Charges

\$ 1.68 per minute

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6. SPECIAL NETWORK ARRANGEMENTS (SNAs)

6.1. Applicability and Scope

This Section contains the regulations and schedules of rates applicable to Special Network Arrangements. Except as otherwise expressly stated, in the event of any conflict between the provisions of a relevant Special Network Arrangement and the provisions of other Sections of this Tariff, the provision of the relevant Special Network Arrangement will control.

6.2. Special Network Arrangement No. 1918

6.2.1. Services Provided

- (A) Virtual Network
- (B) Toll Free Service
- (C) Audioconference Service

6.2.2. Contract Term; Renewal Options

- (A) The initial term of this SNA ends on August 31, 2002. Two (2) one-year renewal options are available for this SNA.
- (B) For a period of up to twelve (12) months following the expiration or termination of this SNA or of any Service, Company shall provide to Customer, at Customer's request, any or all of the terminated Services being performed by Company prior to the expiration/termination date under the same terms and conditions such Services were provided prior to expiration/termination. Customer shall provide written notice of the terminated Services to be provided within sixty (60) days after notice of termination on or before the expiration/termination date, whichever is later. Company also will provide any and all reasonable assistance requested by Customer to facilitate the orderly transfer of the terminated Services to Customer and/or its designee(s), including transfer assistance services on terms and conditions as agreed to by the Parties in writing. Company may require Customer to pay in advance for the transfer assistance services to be provided if Service has been terminated by the Company for the reasons stated in 6.2.4(S)(i) below.

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6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)

6.2. Special Network Arrangement No. 1918 (Cont'd)

6.2.3. Minimum Commitments/ Charges

(A) Aggregate Charges

Aggregate invoiced charges (excluding taxes, pass-through expenses, mark-ups and one-time charges) from the Company must be at an annualized level of \$1.65 million per year.

(B) Virtual Network Service Charges

Distribution of calls: fifty-five percent (55%) of calls must be interstate. For each one percent (1%) below fifty-five percent (55%), a call charge increase of one percent (1%) will result.

(i) OnNet VNS Usage Charges

\$ 0.0240 per minute

(ii) On-OffNet VNS Usage Charges

\$ 0.0550 per minute

(iii) Off-OnNet VNS Usage Charges

\$ 0.0550 per minute

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6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)

6.2. Special Network Arrangement No. 1918 (Cont'd)

6.2.3. Minimum Commitments/ Charges (Cont'd)

(C) Toll Free Service Charges

(i) Intrastate Toll Free Service Usage Charges

\$.06 per minute

(D) Audioconference Service Charges

(i) Dial-In Service Usage Charges

Service	\$ Per Minute
Toll Free Dial-In Access	\$ 0.30 – first 150,000 minutes per month \$ 0.24 – in excess of 150,000 in any given month
Standard Dial-In Access	\$ 0.25

(ii) Dial-Out Service Usage Charges

\$ 0.0840 per minute

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6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)

6.2. Special Network Arrangement No. 1918 (Cont'd)

6.2.4. Terms and Conditions

(A) Limitation on Service Ordering

- (i) Up to fifty (50) million minutes of voice service can be ordered in the first twelve (12) months of Service. At least seventy-five percent (75%) of Sites ordering voice Service must have dedicated access.
- (ii) This SNA is available only to Customers who (1) place an initial Service Request within thirty (30) days after the effective date of this SNA, and (2) order Service with dedicated access at a minimum of fifty (50) sites, thirty-five (35) of which must be ordered in the Transition Year.

(B) Acceptance Testing

Upon the installation, repair or restoration of Service, the Company will supply in writing, upon request, a report of its tests that demonstrate the Service is acceptable. The acceptance period for a newly-installed Service Element or Service Element Group shall be seven (7) Business Days after delivery of the Company's positive test results to Customer. In the case of a repaired or restored Service Element or Service Element Group, the acceptance period shall be eight (8) Business Hours after delivery of the Company's positive test results to Customer. Customer shall, in writing, note its agreement within the applicable acceptance period.

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6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)

6.2. Special Network Arrangement No. 1918 (Cont'd)

6.2.4. Terms and Conditions (Cont'd)

(C) Use of Other Facilities/Suppliers

Company shall be responsible for meeting or exceeding applicable Service levels even where doing so is dependent on the provision of Services by Company service providers. Company may not subcontract the performance of more than twenty percent (20%) of the Services (measured by the contract revenue associated with such Services) to any entity without Customer's prior written consent.

(D) Performance Times

Performance times under this SNA (but not the Term) shall be extended for a period of time equivalent to the time lost because of any failure to perform that is excusable. If *Force Majeure Conditions* continue for a period of sixty (60) or more consecutive days, notwithstanding any other section of this SNA or a Company Tariff, Customer may terminate the Service(s) affected without liability.

(E) Compatibility of Customer-Provided Equipment

In lieu of Section 3.2.8(c), the Company will not claim that any Customer-Provided Equipment is not compatible if (a) as to electrical and physical requirements, such Customer-Provided Equipment meets the requirements of Part 68 of the FCC Rules and (b) as to signal specifications, such Customer-Provided Equipment meets the interface specifications set forth in applicable government or industry standards.

(F) Substitute Services

(i) Section 3.1.3(F) does not apply to this SNA. Instead, Company will be responsible for the provision of Services by, and acts or omissions of, its subcontractors and service providers as agreed by the Parties in writing.

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6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)

6.2. Special Network Arrangement No. 1918 (Cont'd)

6.2.4. Terms and Conditions (Cont'd)

(F) Substitute Services (Cont'd)

- (ii) Except for *Force Majeure Conditions* or where the Company's Tariffs or this SNA establishes an exclusive remedy, in the event of a Service Delay anticipated to last more than five (5) business days or an Interruption anticipated to last more than twenty-four (24) hours, the Customer shall have the right to obtain substitute service during the time of such Service Delay or Interruption, where Company declines to provide such substitute service. Customer shall notify Company, within ten (10) business days of Company's notice of a Service Delay or Interruption, of its election to require the Company to pay cover damages, *i.e.* the documented difference in rates, if any, between its Interrupted or Delayed Service and the substitute service. Customer will exercise all commercially reasonable efforts to mitigate and minimize the extent and amount of the charges it incurs for alternative service, including subscribing to such alternative service for the shortest commercially available period likely to cover the reasonably expected duration of the Interruption or Service Delay. If Customer elects to require Company to pay the documented difference in rates, this remedy shall be in lieu of Service Level Credits or other payments or monetary remedies to which Customer otherwise would have been entitled. If the Interruption or Service Delay continues for more than sixty (60) days, Customer may, on ten (10) days' prior written notice, revoke its election to receive cover damages and thereafter pursue any other remedy to which it may be entitled under any Company Tariffs or this SNA. Company shall not charge Customer to interconnect, commence or terminate any substitute service obtained hereunder. Customer shall receive applicable Service Level Credits during all periods of Interruption or Service Delay during which Customer is not receiving substitute services.

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6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)

6.2. Special Network Arrangement No. 1918 (Cont'd)

6.2.4. Terms and Conditions (Cont'd)

(F) Substitute Services (Cont'd)

(iii) If *Force Majeure Conditions* exist for five (5) Business Days and the Company cannot supply a temporary alternative service for a Service which is subject to Interruption or Service Delay due to a *Force Majeure Condition*, Customer may, at its option, suspend its receipt of and payment of the Services affected by the *Force Majeure Conditions* from the Company and obtain an alternative service from another carrier. Customer shall subscribe to the alternative service for the shortest commercially available period likely to cover the reasonably expected duration of the *Force Majeure Condition*. During the period Customer is taking the alternative service, the Company will have no obligation to provide the service affected by the *Force Majeure Condition*. The Company shall use all reasonable efforts to restore its Service so that Customer will not incur any penalty, damage, or early termination charge in connection with the commitment for the alternative service. The Company shall provide service again at the latter of the termination of the contract(s) for service with another carrier for the alternative service or the cessation of the *Force Majeure Condition(s)*. Company shall not charge Customer to connect or disconnect suspended or restored Services pursuant to this Section.

(G) Service Upgrades

The Company shall make Service Upgrades available to Customer at no additional charge; *provided*, however, the acceptance by Customer of any terms and conditions associated with such Service Upgrade shall, at the Company's option, be a precondition to the availability of such Service Upgrade. If Customer declines to take a Service Upgrade, the Company shall not be obligated to provide such Service Upgrade to Customer. The Company shall bring to Customer's attention any existing or planned promotional offerings of the Company, Service Upgrades or Additional Services that the Company believes may be of value to Customer or an Authorized User.

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6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)

6.2. Special Network Arrangement No. 1918 (Cont'd)

6.2.4. Terms and Conditions (Cont'd)

(H) Discontinued Services

If the Company ceases to offer service under this SNA, and Customer is using the Service or has executed a proper request for the Service, the Company will give Customer no less than ninety (90) days' notice of such discontinuance and may offer Customer an Equivalent Service. If the Company declines to offer such an Equivalent Service, Customer shall have the right to obtain a substitute service offering equivalent features and functions from another entity and have the Company pay or credit Customer the difference in rates between what Customer would have paid for the discontinued Service and what payments are actually paid by Customer to the other entity for such substitute service, if any. Customer will exercise all commercially reasonable efforts to mitigate and minimize the extent and amount of charges it incurs in obtaining a substitute service. If Customer has not ordered a Service in the prior one hundred eighty (180) days, the Company shall have the right to discontinue a Service on sixty (60) days' notice, subject to Customer's consent which may not be unreasonably withheld.

(I) Advance Payments and Deposits

Section 3.2.4 does not apply to this SNA.

(J) Payments and Invoices

(i) No payment is due until thirty (30) days after the delivery of an invoice in a proper form. Customer will accept for payment Estimated Bills. If Customer fails to pay any undisputed amount within the permitted thirty (30) day period, it shall pay interest on the unpaid amount from the end of such period at the lesser of (i) the prime interest rate posted by Citibank, N.A. plus three percent (3%) or (ii) the highest rate of interest that may be charged under the laws of the State of Florida, calculated from the date upon which the amount in question was originally due. Customer's payment of a bill shall not be construed as a waiver of its right to later dispute that bill or portion thereof.

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6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)

6.2 Special Network Arrangement No. 1918 (Cont'd)

6.2.4 Terms and Conditions (Cont'd)

(J) Payments and Invoices (Cont'd)

- (ii) When the Customer disputes a bill for the Company's Service, the Customer shall pay the undisputed portion of the bill by the applicable due date. If the Company disagrees with the Customer, the Customer and the Company will resolve their disagreement pursuant to a dispute resolution process that is agreed between the parties. Payments withheld pursuant to this subsection which are subsequently determined to have been valid shall be subject to interest charges accruing at the lesser of (i) the prime interest rate posted by Citibank, N.A. plus 3% or (ii) the highest rate of interest that may be charged under the laws of the State of Florida, calculated from the date upon which the amount in question was originally due to be paid. Customer shall not be deemed to be in breach for non-payment if Customer is withholding payment of any fees, charge, expenses of other amounts payable hereunder because their payment is disputed in good faith, and Company shall not deny or restrict Service during the pendency of a dispute because of such pendency.
- (iii) Customer shall not be liable for Rates and Charges for Services first billed more than one hundred and fifty (150) days from the end of the month in which the Rates and Charges were incurred; except that Customer will be responsible for bills submitted within one hundred and fifty (150) days where an Estimated Bill was issued. This provision does not apply to amounts to be passed through and/or collected by Company as described in subsection (N) of this SNA, assuming that the Company provides Customer proper prompt notification of, and detailed explanation of, any charges that will be passed through or collected by the Company and the date the charges are effective.

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6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)

6.2. Special Network Arrangement No. 1918 (Cont'd)

6.2.4. Terms and Conditions (Cont'd)

(K) Charges for Work Performed Outside Business Hours

In lieu of Section 3.2.2, if Customer requires that any installation or other work ordinarily performed during Business Hours (i.e., work that is not expected to result in material interruption or degradation in service) be performed outside of the Business Hours at a location, Customer will reimburse the Company for any direct out-of-pocket costs (e.g., labor and third party payments) incurred by the Company in connection with such installation or work. For purposes of this subsection, out-of-pocket labor cost shall be deemed to be two-hundred twenty percent (220%) of applicable salary or hourly wages. If Customer requires that a service be implemented more quickly than the installation interval previously agreed by the parties, Customer shall pay any expedite charges associated with such expedited performance. Such expedite charges shall be mutually agreed in advance.

(L) Relocation

Where Customer orders the move, add, change, upgrade or downgrade of one or more Sites, Customer shall reimburse Company for any direct out-of-pocket costs (e.g., labor and third party payments) Company incurs as a result of such move, add, change, upgrade or downgrade. For purposes of this Subsection, out-of-pocket labor cost shall be deemed to be two hundred and twenty percent (220%) of applicable salary or hourly wages. In the event of a move, add, change, upgrade or downgrade under this Subsection, Company shall use all commercially reasonable efforts to minimize or avoid the expenses (e.g., circuit termination charges) for which Customer will be responsible.

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6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)

6.2 Special Network Arrangement No. 1918 (Cont'd)

6.2.4 Terms and Conditions (Cont'd)

(M) Obligation to Pay Taxes

Customer shall pay all Taxes. In the alternative, Customer will provide the Company with a certificate evidencing an exemption from payment of or liability for such Taxes; *provided* that, in the event such certificate proves to be invalid, Customer shall be liable for such Taxes and any penalties or interest arising from such invalidity. In no event shall Customer be responsible for franchise, privilege, ad valorem or occupational taxes of the Company or taxes based upon the net income, property or assets of the Company, its subcontractors, or service providers. Nor shall Customer be responsible for any penalties or interest attributable to the Company's failure to timely pay any Taxes it is responsible for collecting and remitting because it failed to invoice Customer for same in a timely manner, or to the Company's failure to remit in a timely manner Taxes invoiced to and collected from Customer.

(N) Increase or Reduction in Taxes

(i) The Company will pass through, without offsets, to Customer any increase or decrease in charges it incurs because of (a) increases imposed on or reductions granted to the Company or (b) increases imposed on or reductions granted to the Company by Company subcontractors or service providers, in applicable local access fees/charges, surcharges, taxes, fees or assessments levied by a government authority applicable to the Services or class of Services Customer is taking under Company tariffs or this SNA. Customer is also responsible for payment of any amounts the Company is required to pay payphone service providers under Section 276 of the Telecommunications Act of 1996, without any markup. If such fee is reduced, Company will seek refund of any overpayment made by Company, and shall pass through to Customer any refund received to the extent applicable.

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6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)

6.2. Special Network Arrangement No. 1918 (Cont'd)

6.2.4. Terms and Conditions (Cont'd)

(N) Increase or Reduction in Taxes (Cont'd)

- (ii) To the extent an allocation of reduced charges among the Company's customers is within the Company's discretion, Company shall act fairly and equitably in allocating such reductions to Customer, and in particular shall not fail to allocate it proportionately to Customer. To the extent an allocation of increased charges among the Company's customers is within the Company's discretion, the Company shall act fairly and equitably in allocating such charges to Customer, and in particular shall not allocate it disproportionately to Customer.

(O) Force Majeure Conditions and Effect

Customer shall not be liable for failure to perform due to *Force Majeure Conditions*.

(P) Termination of Service

Sections 3.3.3 (A), 3.3.3 (B), 3.3.3 (C) and 3.3.3 (D)(ii), (iii), and (iv) of this Tariff do not apply to this SNA.

(Q) Termination by Customer for Default

Customer may terminate Service under this SNA without liability if:

- (i) Without Customer's consent, the Company files revisions to its Tariffs or this SNA that prevent the Company from granting Customer the agreed-upon Rates and Charges, increase the charges payable by Customer for any Service Element, or otherwise materially and adversely impair Customer's rights as then existing, and the Company does not correct the action within thirty (30) days by filing curative tariff revisions, procuring Equivalent Services at no additional cost to Customer, or taking some other action;

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6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)

6.2. Special Network Arrangement No. 1918 (Cont'd)

6.2.4. Terms and Conditions (Cont'd)

(Q) Termination by Customer for Default (Cont'd)

- (ii) The Company ceases to do business; makes a general assignment for the benefit of creditors; is unable to pay its debts; is insolvent, bankrupt or in receivership; authorizes, applies for or consents to the appointment of a trustee or liquidator for all or a substantial part of its assets or has proceedings seeking such action instituted against it which are not terminated within sixty (60) days of its commencement; files a voluntary petition of insolvency or bankruptcy or has proceedings under bankruptcy or insolvency law instituted against it which are not terminated within 30 days; or has a substantial part of its assets become subject to levy, seizure, assignment or sales by a creditor or the government that is not released or satisfied within ten (10) days thereafter;
- (iii) The Company fails to perform or comply with any material covenant, condition, or obligation and fails to cure such breach within the stated cure period or, where no cure period is stated, within thirty (30) days after written notice of the breach, as applicable, except that where the Company works diligently and in good faith to cure the breach and such breach is not capable of being cured within thirty (30) days, the Company shall be accorded up to thirty (30) additional days to cure the breach if it demonstrates that it is capable of curing such breach within the additional period and the breach does not have a material adverse impact upon Customer's ability to conduct its business;

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6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)

6.2. Special Network Arrangement No. 1918 (Cont'd)

6.2.4. Terms and Conditions (Cont'd)

(Q) Termination by Customer for Default (Cont'd)

- (iv) Company is required to cease and does cease providing any material portion of the Services as a result of any change in any applicable laws, or Company agrees to cease or informs Customer that it intends to cease providing any material portion of the Services in contemplation or acknowledgment of or to avoid the consequences of any such change, order, judgment or decision unless, within thirty (30) days thereof, Company (a) provides Customer substitute services for the adversely affected Service, which substitute service substantially complies with the applicable service quality requirements and Customer incurs no additional costs for such substitution, including for installation charges; or (b) performs some other curative action;
- (v) Any required license, permit, consent or approval of any governmental or regulatory body, authority, agency or instrumentality of competent jurisdiction is revoked, withdrawn, withheld, materially modified or permitted to lapse, and such action materially and adversely affects Company's ability to provide the affected Services in accordance with this SNA, unless within thirty (30) days of the earlier of its receipt of written notice or actual knowledge of such default, Company (a) obtains the required license, permit, consent or approval or takes other action such that the governmental or regulatory action no longer has the effect of materially and adversely affecting the provision of Services under this SNA; (b) provides Customer substitute services as provided in Subsection (Q)(iv)(a) above; or (c) performs such other curative action; or
- (vi) Any Service fails to meet Service quality levels agreed upon by Customer and Company, to the extent such failure reaches a level at which termination is agreed upon by Customer and Company.

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6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)

6.2. Special Network Arrangement No. 1918 (Cont'd)

6.2.4. Terms and Conditions (Cont'd)

(R) Termination by Customer for Convenience

- (i) Customer may terminate all Service(s) taken under this SNA for convenience and without cause on at least forty-five (45) days' prior written notice. If Customer does so during the Transition Year, it shall pay: (a) all charges for Service provided prior to the termination date (less any applicable credits); (b) a termination charge equal to the greater of (1) forty percent (40%) of the average monthly charges for the three (3) months preceding the notice of termination or (2) two million seven hundred and fifty thousand dollars (\$2,750,000), multiplied by the number of months remaining in the term following such termination. For terminations initiated in Contract Years 1, 2 and 3, the termination charge shall be calculated by using twenty-five percent (25%), fifteen percent (15%), and ten percent (10%) respectively, of the average monthly charges for the three (3) months preceding the notice of termination multiplied by the number of months remaining in the term following such terminations. Terminations initiated in any other Contract Years will have a termination charge calculated using ten percent (10%) of the average monthly charges for the three (3) months preceding the notice of termination.

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6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)

6.2. Special Network Arrangement No. 1918 (Cont'd)

6.2.4. Terms and Conditions (Cont'd)

(R) Termination by Customer for Convenience (Cont'd)

- (ii) If Customer only terminates particular Service(s) instead of all the Services under the terms of Subsection (R)(i) above, the termination charge shall be (a) all charges for Services provided prior to the termination (less any applicable credits) and (b) the percentages below (for the Site Year in which the termination is initiated) of the average monthly charges for the Service for the three (3) months preceding notice of termination, multiplied by the number of months remaining in the Term following such termination: Site Year 1 – forty percent (40%); Site Year 2 – twenty-five percent (25%); Site Year 3 – fifteen percent (15%); additional Site Year(s) – fifteen percent (15%).
- (iii) If Customer terminates Service at a Site under the terms described above in Subsection (R)(i), Customer will pay the Company (i) all charges for Services provided prior to termination (less any credits) and (ii) a percentage of the average monthly charges for the Site for the three (3) months preceding the notice of termination multiplied by a number equal to thirty-six (36) less the number of months since Service was initiated at that Site. For Site termination initiated in each year of Service, the percentages in (ii) shall be forty percent (40%) in Site Year 1, twenty-five percent (25%) in Site Year 2 and fifteen percent (15%) in any Site Year thereafter. Services terminated due to a Site move, add, change, upgrade or downgrade do not constitute Site terminations under this Subsection.
- (iv) Each Contract Year, the Company shall make available to Customer a “Pool” (defined below) which Customer may draw upon for purposes of effecting a certain number of “Qualifying Terminations” (defined below), under (iii) of this subsection for which Customer will not incur termination charges until the Pool is exhausted. The Pool shall operate as follows:

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6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)

6.2. Special Network Arrangement No. 1918 (Cont'd)

6.2.4. Terms and Conditions (Cont'd)

(R)(iv) Termination by Customer for Convenience (Cont'd)

- (a) The Pool. The Pool is intended to be equivalent to five percent (5%) of the Rates and Charges billed to Customer in each Contract Year, and shall be set and readjusted as follows: The "Annual Run Rate" for an Installation Site at any particular time shall be equal to twelve (12) times the average monthly fixed data and voice Rates and Charges applicable to such Site, which average shall be based on the immediately-preceding three months of such Rates and Charges for that Site. The Pool for the period up to August 31, 1999 shall be set at one million six hundred fifty thousand dollars (\$1,650,000) unless otherwise agreed by the Parties. The Pool for subsequent twelve-month periods shall be established at five percent (5%) of the annual revenues for all Services purchased by Customer from the Company during the previous Year. At the end of the applicable Year, the Pool will be re-set (using the above-stated methodology) and true-ups of termination charges will be performed as necessary in the event the actual revenues for such Year were higher or lower than the amount set for the Pool at the beginning of such Year. Customer shall notify the Company at the time it provides notice of termination of a Site whether it wishes to draw upon the pool for purposes of effecting the termination. If so, Customer shall calculate the Annual Run Rate for the Site being terminated as of the date of Customer's notification of termination, and shall deduct the resulting amount from the Pool. Once the Pool has been exhausted in any Year, any subsequent Qualifying Terminations during that Year shall be subject to termination charges in accordance with this SNA. Any amount remaining in the Pool at the end of a Year shall not be used in any other years.

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6.2. Special Network Arrangement No. 1918 (Cont'd)

6.2.4. Terms and Conditions (Cont'd)

(R)(iv) Termination by Customer for Convenience (Cont'd)

(b) Qualifying Terminations. The following categories of terminations are Qualifying Terminations, and may be applied against the Pool at Customer's election until the Pool is exhausted: Terminations of Sites for convenience pursuant to this subsection, Terminations of Sites pursuant to a consolidation of one (1) or more such Sites into a single Site, or terminations of Sites which were ordered after the first Service Request.

(c) Adjustment for any Particular Site Terminations. If the Pool is exhausted during Years Two or Three, or any renewal year, then the Company shall adjust the termination charges that would otherwise accrue for Qualifying Terminations of a particular group of Sites operated by a single entity to be selected by the Customer and communicated to the Company thirty (30) days before Service begins at any Site. Any termination charges that would otherwise be applicable to such terminations pursuant to this SNA shall be discounted by forty percent (40%); *provided that* the total amount of such discount shall not exceed Four Hundred Eighty Five Thousand dollars (\$485,000) in the aggregate under this SNA in any one Contract Year.

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6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)

6.2. Special Network Arrangement No. 1918 (Cont'd)

6.2.4. Terms and Conditions (Cont'd)

(S) Termination by Company for Default

In lieu of Sections 3.3.1 and 3.3.2, the Company may terminate Service under this SNA without liability if (i) Customer fails to pay undisputed charges within thirty (30) days of the due date and fails to cure such default within thirty (30) days of written notice from the Company of its intent to terminate for failure to make such payment; or (ii) Customer ceases to do business; makes a general assignment for the benefit of creditors; is unable to pay its debts; is insolvent, bankrupt, or in receivership; authorizes, applies for or consents to the appointment of a trustee or liquidator for all or a substantial part of its assets or has proceedings seeking such action instituted against it which are not terminated within sixty (60) days of its commencement; files a voluntary petition under any bankruptcy or insolvency law or files a voluntary petition under the reorganization or arrangement provisions of the laws of the United States pertaining to bankruptcy or any similar law of any jurisdiction or has proceedings under any such law instituted against it which are not terminated within (30) days; or has a substantial part of its assets become subject to levy, seizure, assignment or sales by a creditor or the government that is not released or satisfied within ten (10) days thereafter; or (iii) Customer fails to perform or comply with any material covenant, condition or obligation and fails to cure such breach within the stated cure period, or if no cure period is stated, within thirty (30) days after written notice of the breach, as applicable, except that where Customer works diligently and in good faith to cure the breach and such breach is not capable of being cured within thirty (30) days, Customer shall be accorded up to thirty (30) additional days to cure the breach if it demonstrates that it is capable of curing such breach within the additional period and the breach does not have a material adverse impact on the Company's operations or network.

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6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)

6.2. Special Network Arrangement No. 1918 (Cont'd)

6.2.4. Terms and Conditions (Cont'd)

(T) Termination by Either Party Without Liability

Either Party shall have the right to terminate services without further liability, if (i) there is a transfer of control of Cable & Wireless plc, a subsidiary of Cable & Wireless plc that controls the Company, or the Company itself, and such transfer would allow termination under any agreement that the Customer and Company execute; (ii) the FCC prevents the tariff from taking effect or takes action which materially and adversely affects the Company's ability to perform, and within twenty (20) Business Days, Company does not develop a proposal that provides for comparable service to Customer at rates at or below those set forth in this SNA, and on terms and conditions substantially equivalent to those contained in the Tariff and this SNA, to the extent permissible under applicable legal and regulatory requirements, or such proposal fails to take effect within twenty (20) Business Days of the Parties' agreement to such proposal; or (iii) the Company or Customer is found by a court to have taken an action that could violate the Foreign Corrupt Practices Act.

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6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)

6.2. Special Network Arrangement No. 1918 (Cont'd)

6.2.4. Terms and Conditions (Cont'd)

(U) Change Management

- (i) The Company will not change or modify, add to or replace its network or any component thereof (a "System Change") in a manner that would (a) require material changes to Customer's facilities, systems or equipment, (b) materially and adversely affect the function or performance of, or decrease the efficiency or reliability of, the Services, or (c) increase Customer's total payments for the Services without providing commercially reasonable advance notice to Customer and obtaining concurrence of Customer, except that the Company may make temporary System Changes required by an emergency if it is not feasible either to provide prior notice to, or obtain the prior consent of, Customer because of exigent circumstances, or if the Company is not able to reach the Customer point of contact. Company will document and promptly report such emergency System Changes to Customer.
- (ii) Company may make a System Change if such System Change is (a) in Company's reasonable opinion, necessary to preserve the integrity of its network or the Services or to comply with any applicable laws (in which case such System Change will be carried out at Company's expense) or (b) except as otherwise provided in Section 6.2.4(U)(i) above, is carried out at Company's expense.
- (iii) The Company will make all commercially reasonable efforts to schedule all System Changes so as to minimize any disruption to Customer's or the Authorized Users' normal business operations, except as and to the extent such disruption is contemplated by the Methods and Procedures Manual, inherent in the work to be performed or otherwise agreed to by the Parties. The Parties will agree upon, and specify in the Methods and Procedures Manual, commercially reasonable maintenance windows during which the Company may conduct System Changes and scheduled maintenance operations.

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6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)

6.2. Special Network Arrangement No. 1918 (Cont'd)

6.2.4. Terms and Conditions (Cont'd)

(U) Change Management (Cont'd)

- (iv) If the Company implements a System Change (including, where applicable, a Service Upgrade) in a manner which violates Subsection 6.2.4(U)(i) and without obtaining Customer's prior approval, the Company may, at its option, cure any resulting non-compliance by procuring Equivalent Service for Customer directly or by obtaining such services as Customer's agent. If and to the extent the Company fails to substantially cure such non-compliance or bear any additional Customer costs associated therewith within thirty (30) days of written notice of non-compliance, Customer may elect in writing within thirty (30) days to discontinue without liability any Service Elements adversely affected by the Company's actions and to obtain substitute services offering equivalent functionality and performance from a third party vendor. Subject to Section 6.2.4(W), if Customer elects to do so, it shall be credited by the Company with cover damages equal to the difference between what Customer would have paid the Company for the discontinued service and the payments actually made by Customer to such other vendor. This shall be the sole and exclusive monetary remedy of Customer and its Authorized Users with respect to such non-compliance. The election by Customer to receive cover damages as to one or more substitute services shall not prevent Customer from invoking its rights under Section 6.2.4(Q) if Customer subsequently obtains substitute services under this subsection and the impact of having to obtain all substitute services, including those as to which it previously elected to receive cover damages, would, in the aggregate, constitute a material breach under Section 6.2.4(Q). Customer shall exercise all commercially reasonable efforts to mitigate and minimize the extent and amount of the charges it incurs for substitute service pursuant to this Subsection.

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6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)

6.2. Special Network Arrangement No. 1918 (Cont'd)

6.2.4. Terms and Conditions (Cont'd)

(V) Responsibility for Content

Unless otherwise agreed, the Company and its subcontractors, service providers and suppliers shall not be responsible for the manner in which Services are used by Customer or its Authorized Users or the content of the information or material stored, transmitted, or otherwise processed on the Company's network. Customer shall not use, or permit the Authorized Users to use, the Services to store, transmit or otherwise process information or other material that is, or in a manner that is: (i) defamatory, offensive, abusive, indecent, obscene, pornographic or menacing; (ii) in violation of the laws (including U.S. export laws concerning the transmission of technical data and other regulated materials) or the Intellectual Property Rights or other rights of any person; (iii) interferes with other users of the Company Network or other networks. If Customer or its Authorized Users, in the reasonable belief of the Company, use the Services to store, transmit or process information which is defamatory, offensive, abusive, obscene, menacing or in violation of the laws or intellectual property or other rights of any person, the Company will notify Customer of its belief. If no satisfactory action is taken by Customer to remedy the matter within two (2) Business Days (for purposes of subsection (i) below) or twenty-four (24) hours (for purposes of subsections (ii), (iii) and (iv) below), as applicable, of receipt of notice thereof (unless it is not reasonable or practical for Company to delay under the circumstances), Company reserves the right, but assumes no obligation, to: (i) suspend or terminate any or all of the affected Services; (ii) remove or delete the offending content from the Company Network or Company Services Equipment; (iii) block any violative activity; or (iv) take any other reasonably appropriate actions. Company shall not be responsible for any failure or delay on its part in taking any such action. Subject to Section 6.2.4(W) and applicable laws, Customer shall indemnify the Company against claims against it or its subcontractors for use of the Services in violation of this subsection by the Customer (or by those Authorized Users

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6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)

6.2. Special Network Arrangement No. 1918 (Cont'd)

6.2.4. Terms and Conditions (Cont'd)

(V) Responsibility for Content (Cont'd)

who order Services within the first thirty (30) days after the Execution Date). Customer shall indemnify the Company against claims against it or its subcontractors for use of the Services in violation of its obligations under this Section by other Authorized Users if and to the extent the Parties determine, at the time such a claim is asserted, that a carrier may be responsible under the applicable laws for its carriage of information or other material that is, or in a manner that is violative of this Section.

(W) Limitation of Liability

(i) The total aggregate liability of Customer or the Company in connection with claims asserted by the other in any Contract Year under Subsections (X) or (W)(v) of this section of the SNA shall be limited to forty percent (40%) of the Rates and Charges under this SNA (excluding Taxes and other charges passed through to Customer under subsection (N) of this section) for the three (3) months preceding the assertion of the last claim in such Contract Year.

(ii) Any claim for losses not under subsection (X) or (W)(v) shall be limited as in (i) except that this limit shall not apply to losses attributable to (a) willful or intentional misconduct or (b) bodily injury, death or damage to tangible real or tangible personal property proximately caused by negligent acts or omissions. In addition, this limit shall not apply to any Service Level Credits assessed against the Company and charges paid or owed by, or reimbursements/credits of overpayments of such charges to, Customer shall not be counted toward the liability caps.

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6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)

6.2. Special Network Arrangement No. 1918 (Cont'd)

6.2.4. Terms and Conditions (Cont'd)

(W) Limitation of Liability (Cont'd)

- (iii) The limits established by (i) and (ii) are independent of each other and the liability limitation under one shall not relate in any way to the other.
- (iv) In lieu of Section 3.1.3(C), NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, COLLATERAL, RELIANCE, PUNITIVE OR SPECIAL DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, BUSINESS OPPORTUNITIES, USE, GOODWILL OR SAVINGS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, INDEMNITY WARRANTY, STRICT LIABILITY, TORT, INCLUDING NEGLIGENCE OF ANY KIND, WITH REGARD TO THE SERVICES OR OTHER CONDUCT UNDER THIS SNA, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (v) Customer and the Company agree to indemnify, defend, and hold harmless the other from and against any and all losses associated with any claim or action brought against such other party by a third party arising from or in connection with (a) willful or intentional misconduct by the indemnifying party, or (b) bodily injury or death of a person or loss or damage to tangible real or tangible personal property to the extent such losses were proximately caused by the indemnifying party's negligent or willful acts or omissions in connection with the provision or use of Services.

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6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)

6.2. Special Network Arrangement No. 1918 (Cont'd)

6.2.4. Terms and Conditions (Cont'd)

(W) Limitation of Liability (Cont'd)

- (vi) If Service(s) is terminated because it does not meet established Service quality levels, the total aggregate liability of the Company shall be limited to (a), subject to subsection (vii) below, fifteen percent (15%) of the Rates and Charges (excluding Taxes and other charges passed through to Customer under subsection (N)) for the month in which such breach occurred, less any credits Customer already has received for such breach; and (b) the actual installation costs paid by Customer to any carrier to which Customer is migrating the terminated Service(s) (excluding any other costs incurred by Customer in connection with such migration, including any legal, consulting or other expenses associated with the selection of a new provider or the preparation and negotiation of an agreement with such provider) which costs shall not exceed two million dollars (\$2,000,000) in the aggregate over the Term.
- (vii) Credits for Service(s) not meeting established Service quality levels shall not exceed five percent (5%) of the Rates and Charges under this SNA (excluding Taxes and charges flowed-through under subsection (N) of this SNA) incurred during any rolling twelve (12) month period ("Annual Rolling Cap"). If such credits meet or exceed during any twelve (12) month period the Annual Rolling Cap, Customer may terminate the SNA under Section Q of this SNA.

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6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)

6.2. Special Network Arrangement No. 1918 (Cont'd)

6.2.4. Terms and Conditions (Cont'd)

(X) Indemnification

- (i) Section 3.2.6(E) does not apply to this SNA.
- (ii) Customer and the Company agree to indemnify, defend, and hold harmless the other from any and all losses and threatened losses associated with third party claims to the extent they arise from or in connection with a breach or alleged breach of such third party's Intellectual Property Rights by the indemnifying party. Neither the Company nor Customer shall be obligated to indemnify the other to the extent that the acts or omissions of its subcontractors, Authorized Users or other service providers infringe upon or misappropriate the Intellectual Property Rights of a third party. In the event any materials, equipment or software provided by the Company or the Customer that are necessary to provide or use the Services are found to infringe upon Intellectual Property Rights or the continued use of the above is enjoined, the entity that caused the harm, at its expense and in the least disruptive manner feasible shall:
 - (a) obtain the right to continue use;
 - (b) modify the item(s) in question so there is no infringement (provided that such modification does not adversely affect Company's intended use as contemplated herein or its ability to meet Service level requirements); or
 - (c) replace the item(s) with a non-infringing item(s).

If neither (a) nor (b) nor (c) is commercially feasible, then the Company shall (a) discontinue providing the affected Services to Customer, (b) refund to Customer any charges for non-usage based Services paid in advance of the rendering thereof, and (c) reimburse Customer for the difference between what Customer would have paid the Company for the affected Service and the amount actually paid by Customer to an alternative vendor (*provided*, Customer shall use all commercially reasonable efforts to mitigate and minimize such amounts).

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6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)

6.2. Special Network Arrangement No. 1918 (Cont'd)

6.2.4 Terms and Conditions (Cont'd)

(X)(ii) Indemnification (Cont'd)

Either party's total liability under this subsection, in any year, shall be limited to forty percent (40%) of invoiced Rates and Charges (excluding taxes and other charges passed through to Customer under Section 6.2.4(N) of this SNA) for the three (3) months preceding the date of the assertion of the last claim in such year.

(Y) Warranty

Section 3.1.3 (B) shall not apply to this SNA. The following language shall apply instead: EXCEPT FOR ANY EXPRESS WARRANTIES THAT MAY BE MADE IN APPLICABLE TARIFFS OR IN ANY WRITTEN AGREEMENT EXECUTED BY THE PARTIES, COMPANY EXCLUDES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(Z) Duty to Mitigate

The Customer and the Company shall use all commercially reasonable efforts to mitigate any damages it may suffer in connection with a breach of obligations under the Company's Tariffs or this SNA.

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6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)

6.2. Special Network Arrangement No. 1918 (Cont'd)

6.2.4. Terms and Conditions (Cont'd)

(AA) Standards for Year 2000

The Company shall engage in mutually agreed activities to assure Year 2000 Compliance. If the Company fails to complete successfully these activities in the time frame agreed with Customer or if such activities reveal that the Company's network is not Year 2000 Compliant as of September 30, 1999, and the Company fails to cure such failure or non-compliance within 30 days of the applicable due date, Customer may, in its sole discretion and as its sole and exclusive remedy, terminate all of its services without liability. On and after January 1, 2000, if the Company fails to provide Service(s) meeting established quality levels and such failure is attributable to the failure of the Company's network or equipment to be Year 2000 Compliant, Customer's sole and exclusive remedy shall be Service Level Credits.

(BB) Confidentiality

(i) The Company and Customer shall keep in strict confidence and shall not disclose to any person (other than employees or professional advisers who need to know the information) any Confidential Information (whether written or oral) of the other party, its Authorized Users or Affiliates, subcontractors or service providers ("Interested Entities") without the prior written consent of such Interested Entity. This obligation does not apply to information which:

- (a) is in the public domain or comes into it other than by violation of this Tariff or by breach of an agreement of the Customer and Company;
- (b) is rightfully obtained from other parties without restriction;
- (c) can be shown to have been already lawfully in the possession of the receiving party or independently developed by it prior to the disclosure; or
- (d) is developed independently by the receiving party without use of confidential information; or

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6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)

6.2. Special Network Arrangement No. 1918 (Cont'd)

6.2.4. Terms and Conditions (Cont'd)

(BB)(i) Confidentiality (Cont'd)

- (e) is obtained from a third party who is free to divulge the same; or
- (f) is disclosed in response to an order or request from a court, the FCC, or other regulatory body with jurisdiction over the Company or Customer, provided however that the Company or Customer shall first have been given reasonable notice and opportunity to object to the order or request and/or to obtain a protective order covering the confidential information to be disclosed.

This obligation survives the expiration or termination of Service for a period of five (5) years.

- (ii) The Company and Customer shall not use Confidential Information for any purpose other than for performance of its duties and obligations related to the Services.
- (iii) Notwithstanding Section 6.2.4 (BB)(i), the Company or Customer may disclose Confidential Information to:
 - (a) its employees and consultants, and the employees and consultants of its Affiliates, subcontractors and service providers on a need-to-know basis; *provided that* the Party has taken commercially reasonable steps to ensure that such Confidential Information is kept strictly confidential consistent with the confidentiality obligations imposed hereunder, including instructing such employees or consultants not to sell, lease, assign, transfer, use outside their scope of employment or reveal any Confidential Information in violation of this Section 6.2.4 (BB);
 - (b) legal counsel;
 - (c) employees, agents and representatives of the Party with proprietary interest in such information;

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6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)

6.2. Special Network Arrangement No. 1918 (Cont'd)

6.2.4. Terms and Conditions (Cont'd)

(BB)(iii) Confidentiality (Cont'd)

- (d) Customer's Authorized Users, on a need-to-know basis, and provided the Authorized User executes a non-disclosure agreement substantially in a form agreed by the Customer and Company; and
- (e) subject to the prior written consent of the Interested Entity with proprietary interest in such information (which consent shall not be unreasonably withheld), other persons (including contractors, landlords or facility managers) in need of access to such information for purposes specifically related to a Party's exercise of its rights or performance of its responsibilities under this SNA, provided that the Party disclosing Confidential Information under this Subsection shall require the execution by the other person of a non-disclosure agreement as described in (d) above.

(CC) Intellectual Property Rights

- (i) Each Party retains the right to use for other purposes the knowledge, experience, ideas, concepts, know-how and techniques developed by such Party in the course of providing or receiving Services under this SNA, except to the extent that such use infringes upon the Intellectual Property Rights of the other Party, its Affiliates, subcontractors or service providers, or the Authorized Users or discloses Confidential Information about such other Party. Except as expressly specified in this SNA, nothing in this SNA or the Company Tariff shall be deemed to grant to one Party, by implication, estoppel or otherwise, license rights, ownership rights or any other intellectual property rights in any materials owned by the other Party or any Affiliate, Authorized User, subcontractor or service provider of the other Party.

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6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)

6.2 Special Network Arrangement No. 1918 (Cont'd)

6.2.4 Terms and Conditions (Cont'd)

(CC) Intellectual Property Rights (Cont'd)

- (ii) Company and Customer represent and warrant that they shall perform their responsibilities under this SNA in a manner that does not infringe, or constitute an infringement or misappropriation of, the Intellectual Property Rights of any third party; *provided, however*, that the performing Party shall not have any obligation or liability to the extent any infringement or misappropriation is caused by (a) modifications made by the other Party or its contractors, subcontractors or service providers, (b) the other Party's combination of the performing Party's work product or materials with items not furnished or specified by the performing Party, (c) a breach of this SNA by the other Party, or (d) third party software not provided under or in connection with this SNA, except to the extent that such infringement or misappropriation arises from the failure of the performing Party to satisfy its obligations under this SNA to obtain the necessary licenses or required consents or to abide by the limitations of the applicable third party software license.

(DD) Assignment

Neither the Company nor Customer may assign its obligations under the Company's tariffs or this SNA without the prior written consent of the other, granted in the entity's sole discretion, unless to an Affiliate that assumes such obligation in writing and assignor retains responsibility for the performance of such assignment.

(EE) Savings Clause

Either the Customer's or the Company's failure to perform its obligations under this SNA (including Company's failure to meet agreed Service quality levels) or under the Company's Tariff(s) will be excused if and to the extent the failure is caused by the willful misconduct of the other party (or its employees, representatives, agents or contractors) or by the other party's failure to perform its obligations.

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6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)

6.2. Special Network Arrangement No. 1918 (Cont'd)

6.2.5. Definitions

Additional Service: A service that is materially different from or in addition to the scope of the Services provided for and priced under this SNA.

Affiliate: Any entity, other than a subcontractor or service provider that is directly or indirectly controlling, controlled by or under common control of Customer or the Company.

Authorized User: A person, firm, corporation or any other entity approved by the Customer to use the Service furnished to Customer and as to which Customer and Company have executed a writing as to the specific services to be provided such entity under this SNA.

Availability: The number of hours in each specified time period that a system is to be available for access by Customer or an Authorized User at the Service levels agreed between the parties, less the cumulative duration of all Interruptions of the relevant Service at the relevant Installation Site(s) in that same time period.

Business Day: A week day, excluding federal holidays.

Business Hours: The usual and customary hours worked at an installation site during any Business Day.

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6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)

6.2. Special Network Arrangement No. 1918 (Cont'd)

6.2.5. Definitions (Cont'd)

Confidential Information: Means (a) all information marked confidential, restricted, or proprietary by either Party or by their respective Affiliates, Authorized Users, subcontractors or service providers; (b) non-public business information which is competitively sensitive or has commercial value, such as customer lists, customer information, account information, research information, business plans, financial reports and marketing plans, network designs, optimization recommendations and plans/specifications for customized products or services that are specially designed, developed, prepared or compiled by Company for Customer, the identity, location and configuration of circuits, equipment, and networks provided by Company and dedicated to Customer, and the Methods and Procedures Manual, as well as, in the case of Customer (its Authorized Users and Affiliates), non-public information pertaining to individual users of the Services, including personal account numbers, personal identification numbers, and social security numbers of any such Person obtained by Company from any source in the course of providing the Services, and in the case of Company (its Affiliates, subcontractors and service providers), software, tools and methodologies, that Customer or the Authorized Users may obtain from any source in connection with obtaining the Services; and (c) all discussions, negotiations and proposals from one party to the other related directly to this SNA. As between Company and Customer, all Customer and Authorized User Customer Proprietary Network Information, as that term is or may hereinafter be defined in the Communications Act of 1934, as amended, shall be Customer Confidential Information. "Confidential Information" shall not include information that (a) is already known by the recipient of such information at the time of disclosure, free from any obligation to keep such information confidential; (b) is or becomes publicly known through no wrongful act of the recipient; or (c) is rightfully received by the recipient from a third person without restriction and without breach of this SNA. Information equivalent to that described above that is independently developed by a recipient of Confidential Information without using such Confidential Information shall not be considered Confidential Information for purposes of this SNA.

Contract Year: The Transition Year and consecutive twelve (12) month periods thereafter during the Term of this SNA. The Transition Year shall end on August 31, 1999. Contract Year One shall commence on September 1, 1999 and run through August 31, 2000. Subsequent Contract Years shall commence on each ensuing September 1 during the Term.

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6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)

6.2. Special Network Arrangement No. 1918 (Cont'd)

6.2.5. Definitions Cont'd)

Customer Premises Equipment or "CPE": shall be as defined in the Telecommunications Act of 1996 (codified at 47 U.S.C. § 153).

Equivalent Service: A Service provided by the Company directly or through an entity other than the Company that has at least equivalent features and functions as the Company Service being substituted and whose rates and charges do not exceed the Rates and Charges for such a Company Service.

Estimated Bill: An invoice sent to Customer that reasonably estimates the total charges due for the period of Service it covers. The Company may provide estimated bills for services provided by service providers (excluding the Company subcontractors), but only if (a) the Company does not know the amount actually due because it has not received a final bill from such service provider and cannot reasonably be expected to know the amount actually due until it receives such final bill; and (b) the Company promptly trues up Rates and Charges that are the subject of such estimated bills after the receipt by the Company of the underlying invoice.

Force Majeure Conditions: A *Force Majeure Condition* means a condition beyond the control of the Party claiming excusable delay or other failure to perform (and without the fault or negligence of such Party), including acts of God, acts of a public enemy, acts of any country or of any state, territory or political division thereof, fires, floods, epidemics, riots, civil disorders, rebellions, revolutions, lockouts, labor disputes, theft and quarantine restrictions, but not the acts or omissions of a Party's subcontractors or other third persons providing products or services to such Party unless such acts or omissions are themselves the product of a *Force Majeure Condition*.

Installation Site or Site: Any location for which Customer orders one (1) or more Service Elements or Service Element Groups, or to which Company provides one (1) or more Service Elements or Service Element Groups.

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6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)

6.2 Special Network Arrangement No. 1918 (Cont'd)

6.2.5 Definitions (Cont'd)

Intellectual Property Rights: Mean (a) trade secrets, confidentiality, copyrights, moral rights, topography rights, patents, trade marks, service marks, trade or business names, registered designs, design rights, or other proprietary rights in any country, regardless of whether registerable, registered or otherwise; and (b) rights in connection with any of the foregoing, including any applications, registrations or renewals in any country in connection therewith, rights to sue for passing off and equivalent rights.

Interruption: A period of time after the acceptance of a Service by Customer during which the Service fails to meet the applicable Service levels as agreed by the Parties. Because an Interruption constitutes a failure to meet a Service level, it is not necessary that such failure constitute a total loss or discontinuance of service. Interruptions shall not include downtime that is attributable to maintenance either during defined maintenance windows or other scheduled maintenance of which Customer was notified, and to which it consented in writing, in advance; nor shall the Company be responsible for any Interruption to the extent such Interruption is excused or tolled by agreement of the parties. An Interruption begins when the Company is notified or becomes aware of the failure, whichever first occurs. An Interruption ends when (a) the repaired or restored Service (or component thereof) has been restored and returned for use as agreed by the parties, or (b) the interrupted Service is made available to Customer through back-up facilities or work-around arrangements and meets the applicable Service levels (except as and to the extent that Customer has agreed in writing and in advance to accept a lower level of performance in connection with the use of such facilities or arrangements).

Methods and Procedures Manual: A document developed by Company and Customer that details the procedures that will govern the provision of Services under this SNA, such as service orders, scheduling, communication and coordination, procedures for consultation and prioritization of repairs, the manner and form in which Company shall report acceptance test results to Customer, inquiries concerning the status of reported Interruptions and Service Delays, training, billing, dispute resolution and escalation and similar matters relating to the administration of this SNA.

Issued:

Issued by: Manager, Rates & Tariffs
Cable & Wireless Global Markets, Inc.
8219 Leesburg Pike, Vienna, VA 22182

Effective:

TELECOMMUNICATIONS SERVICE

6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)

6.2 Special Network Arrangement No. 1918 (Cont'd)

6.2.5 Definitions (Cont'd)

Party: The Company or Customer.

Rates and Charges: The rates and charges for the Services, as modified from time to time as permitted under or required by this SNA or as agreed by Customer and Company.

Service Delay: A delay in the implementation, completion, delivery, deletion, move, or modification of any Service beyond the Scheduled Service Date.

Service Element: Each unit of Service, which items or units collectively comprise a Service or Service Element Group.

Service Element Group: A defined set of one or more Service Elements.

Service Level Credit: A credit issued by the Company to the Customer for the failure of a Service to meet the applicable Service levels as agreed by the Parties.

Service Request: In lieu of Section 3.2.1, an order for Service in a form and pursuant to procedures agreed between the Parties.

Services: The telecommunications services provided to Customer by the Company pursuant to this SNA.

Service Upgrade: Any revision, improvement, enhancement, modification or addition to a Service (including increases in functionality or improvements in performance) that is developed by or for Company (or a subcontractor or service provider of Company) and is offered by Company to multiple Company commercial customers with comparable or lower service volumes purchasing the same service in an applicable service territory (or implemented by Company in its networks) without charge to such other customers.

Site Year: A consecutive twelve (12) month period during which the applicable Site is in service. Site Year 1 shall commence on the initial date a Site is in service. Subsequent Site Years shall commence on the anniversary of such initial date.

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6. SPECIAL NETWORK ARRANGEMENTS (SNAs) (Cont'd)

6.2 Special Network Arrangement No. 1918 (Cont'd)

6.2.5 Definitions (Cont'd)

Taxes: Include all current or subsequently imposed duties and sales, use, transfer, value-added, service, gross receipts, excise, withholding and similar taxes that are lawfully levied on the Company or its appointed subcontractor(s) or service provider(s) by a duly constituted taxing authority against or upon the Services or related equipment, or that the Company or its appointed subcontractor or service provider are required by law to level or withhold with respect to such Services.

Year 2000 Compliant or Year 2000 Compliance: With regard to the Company's network, means that the network shall consistently process date information representing dates before, during, and after January 1, 2000, including recognizing the Year 2000 as a leap year, without causing any degradation in the performance of the network unless caused by the failure of Customer-provided equipment, software, or firmware.

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Effective:

ATTACHMENT D

CWGM seeks authority to operate as a reseller of interLATA and intraLATA intrastate telecommunications services to the public on a statewide basis. Applicant intends to provide a full range of intrastate interexchange services, including, *inter alia*, toll free service, virtual private network service (“VPN”) and audio-conferencing. However, Applicant’s business plan is founded upon meeting the specific telecommunications needs of large multinational corporations. Such needs may require individually tailored services.

KELLEY DRYE & WARREN LLP

A LIMITED LIABILITY PARTNERSHIP INCLUDING PROFESSIONAL ASSOCIATIONS

1200 19TH STREET, N.W.

SUITE 500

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AFFILIATE OFFICES
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99 APR 15 AM 10:45
FACSIMILE
(202) 955-9792
MAIL ROOM

WRITER'S DIRECT LINE
(202) 955-9667

WRITER'S E-MAIL
msmith@kelleydrye.com

DEPOSIT

DATE

April 14, 1999

D12?

APR 16 1999

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

Via Federal Express

990490-TI

Re: Application of Cable & Wireless Global Markets, Inc. for Authority to Provide Resold Interexchange Telecommunications Services

Dear Sir or Madam:

Enclosed please find an original and 12 copies of Cable & Wireless Global Markets, Inc.'s ("CWGM") Application for authority to provide resold interexchange telecommunications services for filing with the Commission. Also enclosed is a check in the amount of \$250.00 to cover the requisite filing fee.

Also enclosed is a duplicate copy of this filing. Please date-stamp the duplicate and return it in the self-addressed, stamped envelope provided. Please do not hesitate to contact me if you have any questions.

Respectfully submitted.

FIRST UNION NATIONAL BANK
WASHINGTON, DC

05399

KELLEY DRYE & WARREN LLP
1200 19TH STREET, N.W.
WASHINGTON, DC 20036

15-122/540
00480

April 9, 1999

PAY TO THE ORDER OF Florida Public Service Commission \$ 250.00

Two-Hundred and Fifty-----00/100-----DOLLARS

MEMO Filing fee 009525.003

DOCUMENT NUMBER-DATE
04842 APR 15 99

Flavoree K. Loebert

REPORTING