

FeroNetworksSM
Carrier Class For the EnterpriseSM

ORIGINAL

2885 Clairmont Rd. NE
Suite C4
Atlanta, GA 30329
404-321-9100
404-842-3849 (Fax)

January 8, 2003

VIA FEDERAL EXPRESS

Florida Public Service Commission
Division of the Commission Clerk and Administrative Services
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

RECEIVED FPSC
03 JAN -9 PM 1:49
COMMISSION CLERK

Re: FeroNetworks, Inc.; Application for Authority to Provide Alternative
Local Exchange Service Within the State of Florida
Docket No. 030041-TX

Dear Sir/Madam:

FeroNetworks, Inc. ("FeroNetworks" or "Applicant") hereby submits the enclosed Application, seeking authority to provide Alternative Local Exchange Service within the State of Florida. An original and six (6) copies of this application are provided. Also enclosed is a check in the amount of \$250.00, in payment of the requisite filing fee.

FeroNetworks is a privately held Subchapter "S" Corporation and does not publicly disclose its financial information. Consequently, Exhibits D1, D2, D3, and D4 are filed under separate cover, clearly marked "**CONFIDENTIAL**," and it is respectfully requested that this information not be made part of the public record.

Please date-stamp and return the extra copy of this cover letter to the undersigned in the postage-paid envelope provided.

If you have any questions concerning this matter, or if you require additional information, please give me a call at 404-321-9100 or email me at william.dunn@feronetworks.com.


This claim of confidentiality was filed by or on behalf of a "telco" for Confidential DN 00299-03. The document is in locked storage pending advice on handling. To access the material, your name must be on the CASR. If undocketed, your division director must obtain written EXD/Tech permission before you can access it.

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward deposit information to Records.

Very truly yours,

FeroNetworks, Inc.

Initials of person who forwarded check

By: William S. Dunn (VP and Chief Technology Officer)

03 JAN 9 - 6 - NW 80

Enclosures

RECEIVED & FILED


FPSC-BUREAU OF RECORDS

DISTRIBUTION CENTER DOCUMENT NUMBER-DATE

00298 JAN-9 8

FPSC-COMMISSION CLERK

**** FLORIDA PUBLIC SERVICE COMMISSION ****

DIVISION OF COMPETITIVE MARKETS AND ENFORCEMENT
CERTIFICATION

APPLICATION FORM
for
AUTHORITY TO PROVIDE
ALTERNATIVE LOCAL EXCHANGE SERVICE
WITHIN THE STATE OF FLORIDA

030041-TX

Instructions

- ◆ This form is used as an application for an original certificate and for approval of the assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Page 12).
- ◆ Print or type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- ◆ Use a separate sheet for each answer which will not fit the allotted space.
- ◆ Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of **\$250.00** to:

Florida Public Service Commission
Division of the Commission Clerk and Administrative Services
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6770

- ◆ If you have questions about completing the form, contact:

Florida Public Service Commission
Division of Competitive Markets and Enforcement
Certification
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6600

APPLICATION

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

Original certificate (new company).

Approval of transfer of existing certificate: Example, a non-certificated company purchases an existing company and desires to retain the original certificate of authority.

Approval of assignment of existing certificate: Example, a certificated company purchases an existing company and desires to retain the certificate of authority of that company.

Approval of transfer of control: Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of company:

FeroNetworks, Inc.

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

FeroNetworks, Inc.

4. Official mailing address (including street name & number, post office box, city, state, zip code):

2885 Clairmont Rd. NE
Suite C4
Atlanta, GA 30329

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

Registered Agent:
NRAI Services, Inc.
526 E. Park Avenue
Tallahassee, FL 32301

6. 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 | |

7. **If individual, provide:**

Name: **Not Applicable**

Title:

Address:

City/State/Zip:

Telephone No.: _____ Fax No.:

Internet E-Mail Address:

Internet Website Address:

8. **If incorporated in Florida, provide proof of authority to operate in Florida:**

(a) The Florida Secretary of State corporate registration number:

Not Applicable

9. **If foreign corporation, provide proof of authority to operate in Florida:**

(a) The Florida Secretary of State corporate registration number:

F02000006171 (Please see Exhibit A)

10. **If using fictitious name-d/b/a, provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida:**

(a) The Florida Secretary of State fictitious name registration number:

Not Applicable

11. **If a limited liability partnership, provide proof of registration to operate in Florida:**

(a) The Florida Secretary of State registration number:

Not Applicable

12. **If a partnership, provide name, title and address of all partners and a copy of the partnership agreement.**

Name: **Not Applicable**

Title:

Address:

City/State/Zip:

Telephone No.: _____ Fax No.:

Internet E-Mail Address:

Internet Website Address:

13. **If a foreign limited partnership, provide proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS), if applicable.**

(a) The Florida registration number:

Not Applicable

14. Provide F.E.I. Number (if applicable): 05-0526746

15. Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

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

No officers, directors, or any of the ten largest stockholders of FeroNetworks, Inc. have been adjudged bankrupt, mentally incompetent, or found guilty of a felony or any other crime.

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

No officers, directors, or any of the ten largest stockholders of FeroNetworks, Inc. have been an officer, director, partner or stockholder in any other Florida certificated telephone company.

16. Who will serve as liaison to the Commission with regard to the following?

(a) The application:

Name: William S. Dunn

Title: Vice President – Chief Technology Officer

Address: 2885 Clairmont Rd. NE, Suite C4

City/State/Zip: Atlanta, GA 30329

Telephone No.: (404) 321-9100 Fax No.: (404) 842-3849

Internet E-Mail Address: william.dunn@feronetworks.com

Internet Website Address: www.feronetworks.com

(b) Official point of contact for the ongoing operations of the company:

Name: **William S. Dunn**

Title: **Vice President – Chief Technology Officer**

Address: **2885 Clairmont Rd. NE, Suite C4**

City/State/Zip: **Atlanta, GA 30329**

Telephone No.: **(404) 321-9100** Fax No.: **(404) 842-3849**

Internet E-Mail Address: **william.dunn@feronetworks.com**

Internet Website Address: **www.feronetworks.com**

(c) Complaints/Inquiries from customers:

Name: **W. Donald Carrier**

Title: **Vice President – Chief Operating Officer**

Address: **2885 Clairmont Rd. NE, Suite C4**

City/State/Zip: **Atlanta, GA 30329**

Telephone No.: **(404) 321-9100** Fax No.: **(404) 842-3849**

Internet E-Mail Address: **don.carrier@feronetworks.com**

Internet Website Address: **www.feronetworks.com**

17. List the states in which the applicant:

(a) has operated as an alternative local exchange company.

FeroNetworks, Inc. has not operated in any other state as an Alternative Local Exchange Company.

(b) has applications pending to be certificated as an alternative local exchange company.

FeroNetworks, Inc. has a pending application to be certified as an Alternative Local Exchange Company in the State of Georgia (Docket No. 16149).

(c) is certificated to operate as an alternative local exchange company.

FeroNetworks, Inc. is certified to operate as a Competing Local Provider in the State of North Carolina (Docket No. P-1227, Sub 0). Please see Exhibit B.

- (d) has been denied authority to operate as an alternative local exchange company and the circumstances involved.

FeroNetworks, Inc. has not been denied authority to operate in any other state as an Alternative Local Exchange Company.

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

FeroNetworks, Inc. has not had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.

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

FeroNetworks, Inc. has not been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.

18. Submit the following:

- A. Managerial capability: give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.**

Please see Exhibit C

- B. Technical capability: give resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance.**

Please see Exhibit C

C. Financial capability.

The application **should contain** the applicant's audited financial statements for the most recent 3 years. If the applicant does not have audited financial statements, it shall so be stated.

The Applicant is a newly formed Subchapter "S" corporation and does not have audited financial statements.

The unaudited financial statements should be signed by the applicant's chief executive officer and chief financial officer affirming that the financial statements are true and correct and should include:

1. the balance sheet:
2. income statement: and
3. statement of retained earnings.

Please see Exhibits D1 – D4

NOTE: *This documentation may include, but is not limited to, financial statements, a projected profit and loss statement, credit references, credit bureau reports, and descriptions of business relationships with financial institutions.*

Further, the following (which includes supporting documentation) should be provided:

1. **written explanation** that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.

Please see Exhibit D5.

2. **written explanation** that the applicant has sufficient financial capability to maintain the requested service.

Please see Exhibit D5.

3. **written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations.

Please see Exhibit D5.

THIS PAGE MUST BE COMPLETED AND SIGNED

APPLICANT ACKNOWLEDGMENT STATEMENT

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.

2. **APPLICATION FEE:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

UTILITY OFFICIAL:

William S. Dunn

Print Name

Vice President – Chief Technology Officer

Title

404-321-9100
Telephone No.

404-842-3849
Fax No.



Signature

1-7-2003

Date

Address:
2885 Clairmont Rd. NE
Suite C4
Atlanta, GA 30329

THIS PAGE MUST BE COMPLETED AND SIGNED

AFFIDAVIT

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide alternative local exchange company service in the State of Florida. I have read the foregoing and declare that, to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

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, punishable as provided in s. 775.082 and s. 775.083."

UTILITY OFFICIAL:

William S. Dunn

William S. Dunn

Print Name

Signature

Vice President – Chief Technology Officer

1-7-2003

Title

Date

404-321-9100

404-842-3849

Telephone No.

Fax No.

Address:

2885 Clairmont Rd. NE

Suite C4

Atlanta, GA 30329

INTRASTATE NETWORK (if available)

Chapter 25-24.825 (5), Florida Administrative Code, requires the company to make available to staff the alternative local exchange service areas only upon request.

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

1) To Be Determined 2)

3) _____ 4)

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

1) To Be Determined 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.

POP-to-POP OWNERSHIP

1) To Be Determined

2) _____

3) _____

4) _____

CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT

I, (Name) **Not Applicable**
(Title) _____ of (Name of Company)

and current holder of Florida Public Service Commission Certificate Number #
_____, have reviewed this application and join in the petitioner's request for a:

- () sale
- () transfer
- () assignment

of the above-mentioned certificate.

UTILITY OFFICIAL:

Print Name

Signature

Title

Date

Telephone No.

Fax No.

Address:

EXHIBITS

- Exhibit A: Certificate of Authority to Transact Business in Florida
- Exhibit B: Certificate of Public Convenience and Necessity -- State of North Carolina
- Exhibit C: Managerial and Technical Capability
- Exhibit D1: Four Year Projected Income Statement and Cash Flows
(Confidential and Proprietary)
- Exhibit D2: Assumptions Used for Projected Income Statement and Cash Flows
(Confidential and Proprietary)
- Exhibit D3: Plans for Achieving Projected Cash Flows Stated in Exhibit D1
(Confidential and Proprietary)
- Exhibit D4: Funding for First 12 Months of Operations
(Confidential and Proprietary)
- Exhibit D5: Financial Capability Statements
- Exhibit E: Verifications of Financial Statements
- Exhibit F: Proposed Price List

EXHIBIT A

CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS

IN FLORIDA

FERONETWORKS, INC.



FLORIDA DEPARTMENT OF STATE
Jim Smith
Secretary of State

December 12, 2002

WILLIAM S. DUNN
FERONETWORKS, INC.
2885 CLAIRMONT ROAD NE, SUITE C-4
ATLANTA, GA 30329

Qualification documents for FERONETWORKS, INC. were filed on December 11, 2002 and assigned document number F02000006171. Please refer to this number whenever corresponding with this office.

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

The certification you requested is enclosed.

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

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

Should you have any questions regarding this matter, please telephone (850) 245-6051, the Foreign Qualification/Tax Lien Section.

Buck Kohr
Corporate Specialist
Division of Corporations

Letter Number: 502A00065742

State of Florida



Department of State

I certify from the records of this office that FERONETWORKS, INC., is a corporation organized under the laws of Georgia, authorized to transact business in the State of Florida, qualified on December 11, 2002.

The document number of this corporation is F02000006171.

I further certify that said corporation has paid all fees due this office through December 31, 2002, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twelfth day of December, 2002



CR2EO22 (7-02)

Jim Smith

Jim Smith
Secretary of State

State of Florida



Department of State

I certify the attached is a true and correct copy of the application by FERONETWORKS, INC., a Georgia corporation, authorized to transact business within the State of Florida on December 11, 2002 as shown by the records of this office.

The document number of this corporation is F02000006171.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twelfth day of December, 2002



CR2EO22 (7-02)

Jim Smith

Jim Smith
Secretary of State

TRANSMITTAL LETTER

TO: Registration Section
Division of Corporations

SUBJECT: FeroNetworks, Inc.
(Name of corporation - must include suffix)

FILED
02 DEC 11 AM 10:14
STATE
TALLAHASSEE, FLORIDA

Dear Sir or Madam:

The enclosed "Application by Foreign Corporation for Authorization to Transact Business in Florida", "Certificate of Existence", and check are submitted to register the above referenced foreign corporation to transact business in Florida.

Please return all correspondence concerning this matter to the following:

William S. Dunn
(Name of Person)

FeroNetworks, Inc.
(Firm/Company)

2885 Clairmont Rd. NE, Suite C4
(Address)

Atlanta, GA 30329
(City/State and Zip code)

For further information concerning this matter, please call:

William S. Dunn at (404) 321-9100
(Name of Person) (Area Code & Daytime Telephone Number)

STREET ADDRESS:
Registration Section
Division of Corporations
409 E. Gaines St.
Tallahassee, FL 32399

MAILING ADDRESS:
Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Enclosed is a check for the following amount:

- \$70.00 Filing Fee
- \$78.75 Filing Fee & Certificate of Status
- \$78.75 Filing Fee & Certified Copy
- \$87.50 Filing Fee, Certificate of Status & Certified Copy

APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

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

- 1. FeroNetworks, Inc. (Name of corporation; must include the word "INCORPORATED", "COMPANY", "CORPORATION", etc.)
2. Georgia (State or country under the law of which it is incorporated)
3. 05-0526746 (FEI number, if applicable)
4. 08/05/2002 (Date of incorporation)
5. perpetual (Duration: Year corp. will cease to exist or perpetual)

FILED
02 DEC 11 AM 10:14
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

- 6. upon qualification (Date first transacted business in Florida. If corporation has not transacted business in Florida, insert "upon qualification.")

- 7. 2885 Clairmont Rd. NE, Suite C4, Atlanta, GA 30329 (Principal office address)
2885 Clairmont Rd. NE, Suite C4, Atlanta, GA 30329 (Current mailing address)

- 8. Competitive Local Exchange Carrier (CLEC) (Purpose(s) of corporation authorized in home state or country to be carried out in state of Florida)

- 9. Name and street address of Florida registered agent: (P.O. Box or Mail Drop Box NOT acceptable)

Name: NRAI Services, Inc.

Office Address: 526 E. Park Avenue

Tallahassee, Florida 32301 (City) (Zip code)

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

NRAI Services, Inc.

By: Zuema M. Howarth (Registered agent's signature)

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

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

A. DIRECTORS

Chairman: see addendum

Address: _____

Vice Chairman: see addendum

Address: _____

Director: see addendum

Address: _____

Director: see addendum

Address: _____

FILED
02 DEC 11 AM 10:14
REGISTRATION DIVISION
TALLAHASSEE, FLORIDA

B. OFFICERS

President: Tony D. Cash

Address: 2885 Clairmont Rd. NE, Suite C4

Atlanta, GA 30329

Vice President: William S. Dunn

Address: 2885 Clairmont Rd. NE, Suite C4

Atlanta, GA 30329

Secretary: Randy L. New

Address: c/o KitchensNew, LLC, 2973 Hardman Court, Atlanta, GA 30305

Treasurer: Tony D. Cash

Address: 2885 Clairmont Rd. NE, Suite C4, Atlanta, GA 30329

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

13. William S. Dunn

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

14. William S. Dunn, Vice President - Chief Technology Officer

(Typed or printed name and capacity of person signing application)

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

FERONETWORKS, INC.

Directors

Tony D. Cash
President and CEO
2885 Clairmont Rd. NE
Suite C4
Atlanta, GA 30329

W. Donald Carrier
Vice President – Chief Operating Officer
2885 Clairmont Rd. NE
Suite C4
Atlanta, GA 30329

William S. Dunn
Vice President – Chief Technology Officer
2885 Clairmont Rd. NE
Suite C4
Atlanta, GA 30329

Randy L. New
Secretary and General Counsel
c/o KitchensNew, LLC
2973 Hardman Court
Atlanta, GA 30305

Ed Honeycutt
Senior Director – ILEC Affairs
2885 Clairmont Rd. NE
Suite C4
Atlanta, GA 30329

FILED
02 DEC 11 AM 10:14
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Secretary of State
Corporations Division
315 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CONTROL NUMBER : 0239914
DATE INC/AUTH/FILED: 08/05/2002
JURISDICTION : GEORGIA
PRINT DATE : 11/13/2002
FORM NUMBER : 211

02 DEC 11 AM 10:14
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FERONETWORKS, INC.
WILLIAM S. DUNN
2885 CLAIRMONT RD. NE
SUITE C4
ATLANTA, GA 30329

CERTIFICATE OF EXISTENCE

I, Cathy Cox, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that as of the above print date

FERONETWORKS, INC.
A GEORGIA PROFIT CORPORATION

is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated.

Said entity was formed in the jurisdiction stated above or was authorized to transact business in Georgia on the above date and has not filed articles of dissolution, certificate of cancellation or any other similar document with the Office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the print date above. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This information is electronically transmitted, issued and certified in accordance with the Georgia Electronic Records and Signatures Act and Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

20021113181324961



Cathy Cox
Cathy Cox
Secretary of State

EXHIBIT B

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

STATE OF NORTH CAROLINA

STATE OF NORTH CAROLINA
UTILITIES COMMISSION
RALEIGH

DOCKET NO. P-1227, SUB 0

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
AUTHORIZING THE PROVISION OF INTRASTATE LOCAL EXCHANGE
AND EXCHANGE ACCESS TELEPHONE SERVICE

BEFORE THE NORTH CAROLINA UTILITIES COMMISSION

FERONETWORKS, INC.

2885 Clairmont Road
Suite C4
Atlanta, Georgia 30329

is hereby granted this

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

This Certificate is hereby granted to FeroNetworks, Inc., pursuant to N.C.G.S. 62-110 authorizing the provision of intrastate local exchange and exchange access telephone service as a Competing Local Provider in the State of North Carolina. This Certificate is hereby issued subject to all of the terms and conditions adopted by the North Carolina Utilities Commission in Docket No. P-100, Sub 133, Commission Rules and Regulations, and any further amendments and supplements thereto.

ISSUED BY ORDER OF THE COMMISSION.

This the 28th day of October, 2002.

NORTH CAROLINA UTILITIES COMMISSION

Gail L. Mount

Gail L. Mount, Deputy Clerk

EXHIBIT C

MANAGERIAL AND TECHNICAL CAPABILITY

Exhibit C

Tony D. Cash is President and Chief Executive Officer of FeroNetworks, Inc. In addition to his role as CEO Mr. Cash also acts as the Company's Treasurer. Mr. Cash has over 20 years of experience in the telecommunications industry having held various marketing, sales, and business development positions at AT&T and BellSouth. Most of his career has been focused on innovation and new product/venture development. He is also a practicing attorney with a specialty in the areas of technology law and corporate/commercial practice. In his role as CEO, he is responsible for providing executive leadership and directing the strategic focus of the Company.

W. Donald Carrier is Vice President and Chief Operating Officer of FeroNetworks, Inc. Mr. Carrier has over 20 years experience in the telecommunications industry primarily in sales and marketing at AT&T and BellSouth. During the last few years, he has led various new product development initiatives. He is responsible for sales and marketing as well as development of operational capabilities of the Company.

William S. Dunn is Vice President and Chief Technology Officer of FeroNetworks, Inc. Mr. Dunn has held various technical, marketing, and business development positions at BellSouth. He is responsible for shaping and maintaining the Company's technology direction and managing its partner portfolio. He is a graduate of The University of North Carolina at Chapel Hill.

Randy L. New is Secretary and General Counsel of FeroNetworks, Inc. Mr. New is a managing member of KitchensNew LLC, Attorneys at Law. Previously, he was the Vice President of Public Policy of BellSouth Corporation. His experience at Bellsouth was wide-ranging including mergers and acquisitions, tax and employee benefits law, corporate law, the customer premises equipment business, government contracting, equipment leasing, and federal and state regulatory issues. He is a graduate of Emory Law School and is currently an Adjunct Professor at that institution.

Ed Honeycutt is Senior Director - ILEC Relations of FeroNetworks, Inc. Mr. Honeycutt has over 30 years of experience in the telecommunications industry. He has held various positions with BellSouth in network, service costs, rates and tariffs, and marketing/product management. During the last few years, he has been heavily involved in product management initiatives associated with Interexchange Carrier Switched Access and CLEC Local Interconnection Services. As Senior Director – ILEC Relations, Mr. Honeycutt is responsible for recurring Interconnection Agreements with the ILECs and related issues.

EXHIBIT D1

FOUR YEAR PROJECTED INCOME STATEMENT AND

CASH FLOWS

None of the amounts on the financial statements contained in Exhibit G1 are related to reciprocal compensation for terminating ISP traffic.

Note: Both a Projected Profit & Loss Statement and a Cash Flow Budget are included in this exhibit. These projections cover 2002-2005.

PROPRIETARY AND CONFIDENTIAL INFORMATION

EXHIBIT D2

ASSUMPTIONS USED FOR PROJECTED INCOME
STATEMENT AND CASH FLOWS

PROPRIETARY AND CONFIDENTIAL INFORMATION

EXHIBIT D3

PLANS FOR ACHIEVING PROJECTED CASH FLOWS STATED IN
EXHIBIT D1..

PROPRIETARY AND CONFIDENTIAL INFORMATION

EXHIBIT D4

FUNDING FOR FIRST 12 MONTHS OF OPERATION

PROPRIETARY AND CONFIDENTIAL INFORMATION

EXHIBIT D5

FINANCIAL CAPABILITY

Exhibit D5

1. Capacity to meet obligations relating to geographic service area.

The Applicant has already negotiated the terms and conditions of an Interconnection Agreement with BellSouth. The Applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served as detailed in the projected financial statements found in Exhibit D1. Upon certification by the Commission, the Applicant will have its own ability to switch traffic and terminate and originate calls. The Applicant will lease transport, any necessary loop facilities, and any other interconnection facilities from other facilities providers with whom the Commission is knowledgeable. The Applicant intends on providing its services by reselling the ILEC's local services, purchasing UNEs from the ILEC in some cases, and by using its own facilities. The Applicant will negotiate Interconnection Agreements with Verizon and Sprint once there is sufficient customer demand.

2. Capacity to meet obligations to the requested service.

The Applicant will maintain the requested services from revenue deposited into the company by its principals and by its ongoing operations. This is detailed in the projected cash flow statements found in Exhibit D1.

3. Capacity to meet the obligations related to the company's lease and ownership obligations.

The Applicant rents office space for its corporate office in Atlanta, GA. This expense is detailed in the cash flow statements found in Exhibit D1. There is no debt obligation of the company to ownership and ownership expects to recognize profits as indicated in the projected profit and loss statement found in Exhibit D1.

EXHIBIT E

VERIFICATIONS OF FINANCIAL STATEMENTS

VERIFICATION OF FINANCIAL STATEMENTS

State of Georgia)
) ss.
County of DeKalb)

I, **Tony D. Cash**, being duly sworn according to law, depose and say that I am the President and Chief Executive Officer of FeroNetworks, Inc.; that I am authorized to and do make this Verification; and that the information in the above financial statements are true and correct to the best of my knowledge, information, and belief.



T. D. Cash
Tony D. Cash

Taken, sworn to and subscribed before me the undersigned Notary Public on this, the

7 day of January, 20 03.

Carol A. Adams
Notary Public

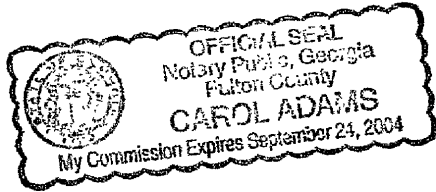
Carol A. Adams
Print or Type Name

My Commission expires on the 24 day of September, 20 04.

VERIFICATION OF FINANCIAL STATEMENTS

State of Georgia)
) ss.
County of DeKalb)

I, Tony D. Cash, being duly sworn according to law, depose and say that I am the Treasurer of FeroNetworks, Inc.; that the Treasurer has the same responsibilities as a Chief Financial Officer; that I am authorized to and do make this Verification; and that the information in the above financial statements are true and correct to the best of my knowledge, information, and belief.



T. D. Cash
Tony D. Cash

Taken, sworn to and subscribed before me the undersigned Notary Public on this, the

7 day of January, 20 03.

Carol A. Adams
Notary Public

Carol A. Adams
Print or Type Name

My Commission expires on the 24 day of September, 20 04.

EXHIBIT F

PROPOSED PRICE LIST

STATE OF FLORIDA

FeroNetworks, Inc.

FLORIDA TELECOMMUNICATIONS PRICE LIST

This price list contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for Alternative Local Exchange Telecommunications Services provided by FeroNetworks, Inc. with principal offices at 2885 Clairmont Rd. NE, Suite C4, Atlanta, GA 30329. This Price List applies for services furnished within the State of Florida. This Price List is on file with the Florida Public Service Commission and copies may be inspected during normal business hours at the Company's principal place of business.

Issued: January 7, 2003

Effective:

Issued By:

William S. Dunn, Vice President – Chief Technology Officer
FeroNetworks, Inc.
2885 Clairmont Rd. NE
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Atlanta, GA 30329

STATE OF FLORIDA

CHECK SHEET

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purposes indicated below.

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify a rate increase.
- (L) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rules or conditions.
- (N) To signify new materials including listing, rate, rule or condition.
- (R) To signify a rate reduction.
- (T) To signify change in wording of text but no change in rate, rule or condition.

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STATE OF FLORIDA

APPLICATION OF PRICE LIST

This Price List contains the regulations and rates applicable to intrastate and local exchange access services provided by Company to business Customers for telecommunications between points within the State of Florida. Company's services are furnished subject to the availability of facilities and capacity and subject to the terms and conditions of this Price List.

The rates and regulations contained in this Price List apply only to the services furnished by 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 Company.

The Customer is entitled to limit the use of Company's services by end users at the Customer's facilities, and may use other common carriers in addition to or in lieu of Company.

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SECTION 1 - DEFINITION OF TERMS

Certain terms used generally throughout this Price List for Communications Service of this Company are defined below.

Advance Payment: Part or all of a payment required before the start of service.

Authorized User: A person, firm or corporation which is authorized by the Customer or Joint User to be connected to the service of the Customer or Joint User, respectively.

Bit: The smallest unit of information in the binary system of notation.

Commission: Florida Public Service Commission.

Company: FeroNetworks, Inc., the issuer of this Price List.

Customer: The person, firm or corporation which purchases service and is responsible for the payment of charges and compliance with the Company's regulations.

Dedicated: A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

End Office: The term "end office" denotes the switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

Joint User: A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by the Company and to whom a portion of the charges for the service will be billed under a Joint User arrangement as specified in the Company's Price List.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Major Service Interruption: An interruption of Customer service due to the Company's negligence or due to its noncompliance with the provisions of this Price List.

Premises: The space occupied by a Customer, Authorized User or Joint User in a building or buildings or contiguous property (except railroad rights-of-way, etc.) not separated by a highway.

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SECTION 1 - DEFINITION OF TERMS (CONT'D)

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or the Price Lists of the Company, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Company Services submitted by the Customer in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth herein and pursuant to the Price Lists of the Company, but the duration of the service is calculated from the Service Commencement Date.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Transmission: The sending of electrical or optical signals over a line to a destination.

User: A Customer, Joint User, or any other person authorized by a Customer to use service provided to the Customer under a FeroNetworks, Inc. Price List.

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SECTION 2 - UNDERTAKING OF THE COMPANY**2.1 General**

- 2.1.1 The Company does not undertake to transmit messages but offers the use of its facilities for the transmission of communications.
- 2.1.2 Customers and Users may use services and facilities provided under the Price Lists of the Company to obtain access to services offered by other companies. The Company is responsible for the services and facilities provided under its tariffs, and for its unregulated services provided pursuant to contract, and it assumes no responsibility for any service (whether regulated or not) provided by any other entity that purchases access to the Company network in order to originate or terminate such entity's own services, or to communicate with such entity's own Customers.
- 2.1.3 The Company shall have no responsibility with respect to billings, charges or disputes related to services used by the Customer which are not included in the services herein including, without limitation, any local, regional or long distance services not offered by the Company. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

2.2 Description of Service

FeroNetworks, Inc. Service consists of any of the business services offered pursuant to this Price List, either individually or in combination. Each business service is offered independent of the others, unless otherwise noted. Service is offered via the Company's facilities or in combination with transmission facilities provided by other certificated carriers.

2.3 Application for Service

Customers desiring to obtain FeroNetworks, Inc. Service must complete the Company's standard service order form(s).

2.4 Shortage of Equipment or Facilities

- 2.4.1 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control, on a nondiscriminatory basis.
- 2.4.2 The furnishing of service under the Price Lists of the Company is subject to the availability on a continuing basis of all the necessary facilities and is limited to the reasonable capacity of the Company's facilities as well as facilities the Company may obtain from other

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SECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)

carriers to furnish service from time to time as required at the sole discretion of the Company.

2.5 Terms and Conditions

- 2.5.1 Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in the Price Lists of the Company. Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- 2.5.2 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and the Price Lists of the Company prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- 2.5.3 The Price Lists of the Company shall be interpreted and governed by the laws of the State of Florida without regard for its choice of laws provision.

2.6 Liability of the Company

- 2.6.1 The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omissions, shall be limited to the extension of allowances for interruption as set forth in Section 9.0, following. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer or User as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company or Company's employees or agents.
- 2.6.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department,

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agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority, national

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SECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)

emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

- 2.6.3 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers or Users facilities or equipment used for or with the services the Company offers.
- 2.6.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or User or due to the failure or malfunction of Customer or User-provided equipment or facilities.
- 2.6.5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided.
- 2.6.6 The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this paragraph as a condition precedent to such installations.
- 2.6.7 The Company is not liable for any defacement of or damage to Customer or User premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- 2.6.8 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered, or as required by Florida Law.
- 2.6.9 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.
- 2.6.10 The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for

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SECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)

construction, delays in obtaining right-of-way approvals and delays in actual construction work.

2.6.11 The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.

2.6.12 **THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN ITS PRICE LISTS.**

2.6.13 The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with FeroNetworks, Inc.

2.7 Notification of Service-Affecting Activities

To the extent possible, the Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

2.8 Provision of Equipment and Facilities

2.8.1 All services along the facilities between the point identified as the Company's origination point and the point identified as the Company's termination point will be furnished by the Company, its agents or contractors.

2.8.2 The Company may undertake to use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this Price List.

2.8.3 The Company undertakes to use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer, Joint User, or Authorized

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SECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)

User may not, nor may they permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

- 2.8.4 Equipment the Company provides or installs at the Customer's premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided the equipment.
- 2.8.5 The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer, Joint User, or Authorized User when the service difficulty or trouble report results from the use of equipment or facilities the Customer, Joint User, or Authorized User provided.
- 2.8.6 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Price List, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Price List and to the maintenance and operation of such facilities; subject to this responsibility the Company shall not be responsible for:
- 2.8.6.1 The transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- 2.8.6.2 The reception of signals by Customer provided equipment. The Customer, Authorized User, or Joint User is responsible for ensuring that Customer provided equipment connected to Company equipment and facilities is compatible with such Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other persons. Customer will submit to Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be attached to the Company's facilities. The Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with Company's facilities. Any additional protective, equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- 2.8.7 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing FeroNetworks, Inc.

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SECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)

services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

- 2.8.8 FeroNetworks, Inc. may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carrier which are applicable to such connections.

2.8.9 Network Interface Device (NID)

A physical piece of equipment (jack, block or other device) that provides the point of interconnection between a Customer's inside wiring and Company's at a Customer's designated premises. The physical point where Company's network and network responsibilities terminate and a Customer's responsibilities begin. It is the Company's responsibility to install the NID.

- 2.8.9.1 There is no charge for this equipment, but there may be an installation charge if the Customer wants the NID located in an unusual location.

2.9 Nonroutine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours and/or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.10 Ownership of Facilities

Title to all facilities provided in accordance with the Price Lists of the Company remains with the Company, its agents or contractors. The Customer shall not have, nor shall it assert, any right, title or interest in all the fiber optic or other facilities and associated equipment provided by the Company hereunder.

2.11 Optional Rates and Information Provided to the Public

The Company will promptly advise Customers who may be affected of new, revised or optional rates applicable to their service. Pertinent information regarding the Company's services, rates and charges shall be provided directly to Customers, or shall be available for inspection at the Company's local business address. If required by the Florida Public Service Commission, the

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FeroNetworks, Inc.
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SECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)

Company will cause to have published a notice of its intention to charge its rates, tolls, charges, rules and regulations in one or more newspapers in circulation in the affected area.

2.12 Continuity of Service

In the event of prior knowledge of an interruption of service for a period exceeding one day, the Customers will, if feasible, be notified in writing, by mail, at least one week in advance.

2.13 Governmental Authorizations

The provision of services is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the Services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission or other applicable agency, and the Customer shall fully cooperate in and take such action as may be requested by the Company to comply with any such rules, regulations, orders, decisions, or directives.

2.14 Universal Emergency Telephone Number Service

2.14.1 This Price List does not provide for the inspection or constant monitoring of facilities to discover errors, defects or malfunctions in the service, nor does the Company undertake such responsibility.

2.14.2 911 information consisting of the names, addresses and telephone numbers of all telephone Customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.

2.14.3 The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name and address associated with the originating station location are furnished to the Public Safety Answering Point.

2.14.4 After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar

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SECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)

matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

2.14.5 The Company assumes no liability for any infringement, or invasion of any right of privacy or any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. The Public Safety Agency agrees, except where the event, incidents or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify, defend and hold harmless the Company from any and all loss or claims whatsoever, whether suffered, made, instituted or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others. The Public Safety Agency also agrees to release, indemnify, defend and hold harmless the Company for any infringement of invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties assessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

2.15 Operator Service Requirements

2.15.1 Company provided intrastate operator assisted communications services will observe the following requirements:

- 2.15.1.1 Identify itself at the time the end-user accesses its service.
- 2.15.1.2 Upon request, quote all rates and charges for its services to the end-user accessing its system
- 2.15.1.3 Arrange to have posted in plain view at each telephone location which automatically accesses the Company's operator service network and where its services are made available to the public or transient end-users:
 - 2.15.1.3.1 the Company's operator service name and address;

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SECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)

- 2.15.1.3.2 bill and service dispute calling information including the operator service provider's dispute resolution phone number;
- 2.15.1.3.3 clear and specific instructions informing the end-user how to access a local exchange telephone company operator as an alternative available to the end-user; and
- 2.15.1.3.4 notice concerning any and all amounts to be billed by the Company's operator services on behalf of any host location or third party which will appear on the operator service provider's bill for services rendered.

2.15.1.4 In instances when the Company is unable to complete the call and it requires transfer to another telephone corporation which may affect the rates and charges applicable to the telephone bill, inform the caller of the transfer and its possible effect on the applicable rates and charges, before any charges are incurred.

2.15.1.5 In the case of such transfer, the telephone corporation or provider to which the call is transferred shall identify itself and inform the caller of the transfer's effect on the applicable rates and charges, before any charges are incurred.

2.15.2 The Company will comply with the following provisions:

2.15.2.1 Providers of intrastate operator assisted communications services shall not take any action or enter into any arrangement which restricts end-users selection among competing interexchange telephone corporations or end users access to competing providers of intrastate operator assisted communications services, or pay any commissions or other compensation to any entity engaged in such action or arrangement.

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SECTION 3 - OBLIGATIONS OF THE CUSTOMER3.1 General

The Customer shall be responsible for:

- 3.1.1 the payment of all applicable charges pursuant to the Price Lists of the Company;
- 3.1.2 damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or of any User; or by the noncompliance by the Customer or any User with these regulations; or by fire or theft or other casualty on the Customer's or any User's Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 3.1.3 providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate the Company facilities and equipment installed on the premises of the Customer or any User; and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- 3.1.4 any and all costs associated with obtaining and maintaining of the rights-of-way from the point of entry at the Customer's location to the termination point where service is finally delivered to the Customer, including, but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided facilities. The Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions and restrictions of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, the Customer agrees that it shall assist the Company in the procurement and maintenance of such right-of-way. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- 3.1.5 providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company;
- 3.1.6 the Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

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SECTION 3 - OBLIGATIONS OF THE CUSTOMER (CONT'D)

- 3.1.7 complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any Customer or User premises or the rights-of-way for which Customer is responsible under section 3.1.4; and granting or obtaining permission for the Company's agents or employees to enter the premises of the Customer or any User at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
 - 3.1.8 not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
 - 3.1.9 making the Company's facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.
- 3.2 Prohibited Uses
- 3.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.
 - 3.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Department regulations, policies, orders, and decisions.
 - 3.2.3 The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this Price List. The Customer shall not, without prior written consent of the Company, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Price List, and any attempt to make such an assignment, transfer, disposition without such consent shall be null and void.
 - 3.2.4 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
 - 3.2.5 A Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.

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SECTION 3 - OBLIGATIONS OF THE CUSTOMER (CONT'D)

- 3.2.6 Customer use of any resold service obtained from other service providers shall also be subject to any applicable restrictions imposed by the underlying providers.
- 3.2.7 A Customer, Joint User, or Authorized User shall not represent that its services are provided by the Company, or otherwise indicate to its Customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.
- 3.3 Claims
- With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:
- 3.3.1 any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer or User or their employees, agents, representatives or invitees;
- 3.3.2 any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer or User, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between Customer and the Company; or
- 3.3.3 any claim of any nature whatsoever brought by a User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of the applicable Company Price List.

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SECTION 4 - PAYMENT ARRANGEMENTS

4.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold or shared with other persons.

4.2 Billing and Collection of Charges

4.2.1 Nonrecurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.

4.2.2 Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring or optional features.

4.2.3 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice is mailed.

4.2.4 Charges based on measured usage will be included on the next invoice rendered following the end of the month in which the usage occurs, and will be due and payable within 30 days after the invoice is mailed.

4.2.5 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

4.2.6 Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in the Price Lists of the Company or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

4.2.7 With respect to Business Customers only, if any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company

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SECTION 4 - PAYMENT ARRANGEMENTS (CONT'D)

in funds which are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, net of local taxes, not compounded, multiplied by a monthly late factor of 1.5%.

4.2.8 For any check returned to the Company due to insufficient funds, uncollected funds, or a closed account, Customer will be assessed a \$20.00 fee per check returned.

4.3 Advance Payments

4.3.1 To safeguard its interests, the Company may require a Business Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and the first month's estimated recurring charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill and may be required in addition to a deposit.

4.3.2 A Customer whose service has been discontinued for nonpayment of bills will be required to pay the unpaid balance due carrier and may be required to pay reconnect charges.

4.4 Deposits

4.4.1 The Company may, in order to safeguard its interests, require an applicant to make a suitable deposit to be held by the Company as a guarantee of the payment of charges.

4.4.2 A deposit will be required under the following conditions:

4.4.2.1 Applicant does not have verifiable credit with any FeroNetworks, Inc. affiliate anywhere within the region in the same or similar business; or

4.4.2.2 Applicant has had previous verifiable Service with any FeroNetworks, Inc. affiliate anywhere within the region but has an outstanding and unpaid bill for Service; or has not established satisfactory credit. Satisfactory credit for a Service Customer is defined as twelve consecutive months of service without a suspension of service for nonpayment or with no more than one notification of intent to suspend service for nonpayment.

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SECTION 4 - PAYMENT ARRANGEMENTS (CONT'D)

- 4.4.2.3 Applicant for nonresidential service will be given credit for previous nonresidential service only if the applicant is same business entity to which such service was previously provided.
- 4.4.3 An initial deposit or an additional deposit will be required of an existing Customer when high risk is indicated and existing security is insufficient. Such requirement will be imposed when a payment history includes a suspension of service for nonpayment during the previous twelve month period.
- 4.4.4 The Company reserves the right to provide for installment payment of the deposit if the circumstances warrant.
- 4.4.5 Any deposit required of an existing Customer is due and payable within ten days after the requirement is imposed. This requirement shall be in writing and the payment date shall be on or after the due and payable date for the current bill. If said deposit or installment thereof, as appropriate, is not paid within the aforementioned time frame, the Company may suspend service of the Customer without further notice. The following are exceptions to this provision:
- 4.4.5.1 In the event service is suspended for a Customer for nonpayment, an initial or additional deposit shall be required prior to the restoration of service if existing security is insufficient.
- 4.4.5.2 In the event prior indebtedness or prior unsatisfactory credit has been determined subsequent to the initial establishment of service due to misrepresentation of the facts by the Customer, a deposit shall be due and payable within five days upon verbal notification and written confirmation or within ten days when notification can only be provided in writing. The ten day period shall be measured from the mailed date of the written notice. If said deposit is not paid within the aforementioned time frame, the Company may suspend service to the Customer without further notice.
- 4.4.6 The amount of the deposit shall be the estimated charges for the Service which will accrue for a 2-month period. All applicants and existing Customers shall be treated uniformly for the determination and application of deposits.
- 4.4.7 When it is determined that a deposit is required under the conditions specified above, the applicant or Customer may, in lieu of or in addition to making the deposit, arrange for an acceptable third party to guarantee payment of his charges by executing on his behalf a Guarantee of Payment Agreement with the Company. An acceptable third party guarantor for Service is a current non residential Customer with at least two years continuous service, whose payment history for the most recent twelve month period is satisfactory.

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SECTION 4 - PAYMENT ARRANGEMENTS (CONT'D)

- 4.4.8 The fact that a deposit has been made in no way relieves the Customer from complying with the Company's regulations as to advance payments, or the prompt payment of bills on presentation.
- 4.4.9 The deposit will bear simple interest computed from the date of its receipt by the Company to the date the deposit is refunded, or service is terminated, or annually upon request of the Customer. In the event that a deposit is retained during time periods having different rates of interest, the interest accrued on the deposit will be calculated using the interest rate applicable to each time period.
- 4.4.10 The applicable deposit interest rate payable each year from January 1st through December 31st is set by the Commission and is provided to the Company in January of each year.
- 4.4.11 When service is terminated, the amount of the initial or additional deposit, with any interest due, will be credited to the Customer's account and any credit balance which may remain will be refunded. After an existing Customer has established satisfactory credit, the amount of the deposit, with any interest due, will be either credited to the account or at the option of the Customer, refunded. Satisfactory credit for a Customer is defined as twelve consecutive months of Service without suspension for nonpayment and with no more than one notification of intent to suspend service for nonpayment.
- 4.5 Discontinuance of Service
- 4.5.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving ten (10) days prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- 4.5.2 Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving thirty (30) days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- 4.5.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer, or if a condition immediately dangerous or hazardous to life, physical safety or property exists, or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 4.5.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the

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SECTION 4 - PAYMENT ARRANGEMENTS (CONT'D)

time permitted by law, the Company may immediately require a deposit without incurring any liability.

4.5.5 Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

4.5.6 Upon the Company's discontinuance of service to the Customer, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of the Price Lists of the Company, may declare all future monthly and other charges which would have been payable by the Customer during, the remainder of the minimum term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent (6%)).

4.6 Cancellation of Application for Service

4.6.1 Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

4.6.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent (6%)).

4.6.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

4.6.4 The special charges described above will be calculated and applied on a case-by-case basis.

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SECTION 4 - PAYMENT ARRANGEMENTS (CONT'D)

4.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

4.8 Taxes

The Customer is responsible for the payment of Federal excise taxes, state and local sales and use taxes and all taxes, fees, the 911 tax and other exactions imposed on the Company or its services by governmental jurisdictions, other than taxes imposed generally on corporations. All such taxes, fees, and charges shall be separately designated on the Company's invoices, and are not included in the tariffed rates.

4.9 Disputed Bills

The Customer may dispute a bill only by written notice to the Company. Unless such notice is received in a timely fashion, the bill statement shall be deemed to be correct and payable in full by Customer. Any Customer who has a dispute shall be advised by the Company that the Customer may file a formal or informal complaint with the Commission.

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SECTION 5 - USE OF CUSTOMER'S SERVICE BY OTHERS**5.1 Resale and Sharing**

Any service provided under the Company Price Lists may be resold to or shared with other persons at the option of Customer, except as provided in Section 5.3, following. Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to the Price Lists of the Company, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use. Business rates apply to all service that is resold or shared.

5.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services available for resale and sharing pursuant to the Company Price Lists. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. FeroNetworks, Inc. will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each Joint User shall be responsible for the payment of the charges billed to it.

5.3 Transfers and Assignments

5.3.1 Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party and any appropriate authorizations, if necessary, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

5.3.2 If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a Major Service Interruption, Customer agrees to pay to the Company the following sums, within 21 days of the effective date of the cancellation or termination and be payable under the terms set forth in Section 4.6, preceding: all costs, fees and expenses reasonably incurred in connection with:

5.3.2.1 All Nonrecurring charges as specified in the Company's Price Lists, plus

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SECTION 5 - USE OF CUSTOMER'S SERVICE BY OTHERS (CONT'D)

- 5.3.2.2 Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus
- 5.3.2.3 All Recurring Charges specified in the applicable Company Price List for the balance of the then current term.

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SECTION 6 – RESERVED FOR FUTURE USE

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SECTION 7 - NOTICES AND COMMUNICATIONS

- 7.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 7.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 7.3 All notices or other communications required to be given pursuant to the Price Lists of the Company will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 7.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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SECTION 8 - CUSTOMER EQUIPMENT AND CHANNELS8.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in the Price Lists of the Company. A User may transmit any form of signal that is compatible with the Company's equipment, but except as otherwise specifically stated in its Price Lists, the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication.

8.2 Station Equipment

8.2.1 Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's Point of Connection.

8.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to the Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

8.2.3 Customer provided station equipment may be attached to services provided under the Price Lists of the Company subject to Part 68 of the FCC Rules and to any applicable provisions of the Price Lists of the Company and is the sole responsibility of the Customer.

8.2.4 The Company is not responsible for malfunctions of Customer-owned telephone sets or other Customer-provided equipment, or for misdirected calls, disconnects or other service problems caused by the use of Customer-owned equipment.

8.3 Interconnection of Facilities

8.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services

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SECTION 8 – CUSTOMER EQUIPMENT AND CHANNELS (CONT'D)

and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

8.3.2 Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

8.3.3 Facilities furnished under the Price Lists of the Company may be connected to Customer provided terminal equipment in accordance with the provisions of the Price Lists of the Company. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User provided wiring shall be installed and maintained in compliance with those regulations.

8.4 Tests and Adjustments

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

8.5 Inspections

8.5.1 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the User is complying with all requirements referenced herein for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

8.5.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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SECTION 9 - ALLOWANCES FOR INTERRUPTIONS IN SERVICE

9.1 General

- 9.1.1 Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of the Price Lists of the Company by, the Customer or of an authorized or Joint User, or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects.
- 9.1.2 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under its Price Lists. An interruption period begins when the Customer reports a service, facility or circuit is interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- 9.1.3 For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- 9.1.4 A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

9.2 Interruptions of 16 Hours or Less

<u>9.2.1 Length of Service Interruption</u>	<u>Credit</u>
-Less than 1 hour	None
-1 hour up to but not including 8 hours	1/4 of day
-8 hours up to but not including 12 hours	1/2 of day
-12 hours up to but not including 16 hours	3/4 of day
-16 hours up to but not including 24 hours	one day

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SECTION 9 - ALLOWANCES FOR INTERRUPTIONS IN SERVICE (CONT'D)

9.2 Two or More Service Interruptions

Two or more service interruptions of the same type to the same line/equipment of two (2) hours or more during any one twenty-four (24) hour period shall be considered as one interruption. In no event shall such interruption credits for any one line/equipment exceed one (1) day's fixed recurring charges for such line/equipment in any twenty-four (24) hour period.

9.3 Interruptions Over 24 Hours

Interruptions over 24 hours will be credited 1/24 day for each 1-hour period or fraction thereof up to a maximum of 8 hours. Interruptions in excess of 8 hours will be credited as one day. No more than one full day's credit will be allowed for any period of 24 hours.

9.4 No credit allowance will be made for:

- 9.4.1 interruptions due to the negligence of, or noncompliance with the provisions of the Price Lists of the Company by, the Customer, User, or other common carrier providing service connected to the service of the Company;
- 9.4.2 interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- 9.4.3 interruptions of service due to the failure or malfunction of facilities, power or equipment provided by the Customer, Authorized User, Joint User, or other common carrier providing service connected to the services or facilities of the Company;
- 9.4.4 interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- 9.4.5 interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- 9.4.6 interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 9.4.7 interruption of service due to circumstances or causes beyond the control of the Company; and

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SECTION 9 - ALLOWANCES FOR INTERRUPTIONS IN SERVICE (CONT'D)

- 9.4.8 interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

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SECTION 10 - APPLICATION OF RATES

This Section is used to measure airline distance between two points of service. The application of these charges is to dedicated service.

10.1 Distance-Based Charges

10.1.1 Distance between two points is measured as airline distance between two Points of Service.

10.1.2 The airline distance between any two Points of Service is determined as follows:

10.1.2.1 Obtain the vertical and horizontal coordinates for each Point of Service location.

10.1.2.2 Compute the difference between the vertical coordinates of the two Points of Service; and compute the difference between the two horizontal coordinates.

10.1.2.3 Square each difference between the vertical coordinates and the horizontal coordinates.

10.1.2.4 Add the square of the vertical coordinates difference and the square of the horizontal coordinates difference.

10.1.2.5 Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

For example:
$$\frac{(V2 - V1)^2 + (H2 - H1)^2}{10}$$

10.1.2.6 Take the square root of the result.

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SECTION 11 - EXCHANGE ACCESS SERVICE11.1 General

Exchange Access Service provides a business Customer with a telephonic connection and a unique telephone number address on the public switched telecommunications network. Each Exchange Access Service enables users to:

- 11.1.1 receive calls from other stations on the public switched telecommunications network;
- 11.1.2 access other services offered by the Company as set forth in this Price List;
- 11.1.3 reserved for future use;
- 11.1.4 access (at no additional charge) the Company's operators and business office for service related assistance;
- 11.1.5 access (at no additional charge) emergency services by dialing 0- or 9-1-1; and
- 11.1.6 access services provided by other common carriers which purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or which maintain other types of traffic exchange arrangements with the Company.
- 11.1.7 Exchange Access Service cannot be used to originate calls to other telephone companies' caller-paid information services (e.g., NPA 900, NXX 970, 540, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked. Calls to numbers "NXX 976" will also be blocked unless otherwise specified by the Customer at the time service is ordered. Should a Customer request unblocking for access to the "NXX 976" caller-paid information service, the Company will bill and collect on behalf of the telephone companies' information provider holding the Customer fully liable for all charges incurred for use of the information provider's service.

Each Exchange Access Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block at the Customer's premises.

The following Exchange Access Services are offered:

Carrier Transport Link Service

Carrier Transport Link Service is offered on a flat rate basis only.

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SECTION 11 - EXCHANGE ACCESS SERVICE (CONT'D)11.2 Exchange Access Service Areas

Exchange Access Services are provided (pursuant to Section 12.1) in limited geographic areas within the State of Florida. Exchange Access Services are provided in the following exchanges:

Archer, Baldwin, Belle Glade, Boca Raton, Boynton Beach, Bronson, Brooksville, Bunnell, Cantonment, Cedar Key, Chiefland, Chipley, Cocoa, Cocoa Beach, Coral Springs, Cross City, Daytona Beach, DeBary, Deerfield Beach, DeLand, Delray Beach, DeLeon Springs, Dunnellon, East Orange, Eau Gallie, Fernandina Beach, Flagler Beach, Fort Lauderdale, Fort Pierce, Gainesville, Geneva, Graceville, Green Cove Springs, Gulf Breeze, Havana, Hawthorne, Hobe Sound, Holley Navarre, Hollywood, Homestead, Jacksonville, Jacksonville Beach, Jay, Jensen Beach, Julington, Jupiter, Keys, Keystone Heights, Lake City, Lynn Haven, Maxville, Melbourne, Miami, Micanopy, Middleburg, Milton, Munson, Newberry, New Smyrna Beach, North Dade, Oak Hill, Old Town, Orange Park, Orlando, Oviedo, Pace, Pahokee, Palatka, Palm Coast, Panama City, Panama City Beach, Pensacola, Perrine, Pierson, Pomona Park, Pompano Beach, Ponte Vedra Beach, Port St. Lucie, St. Augustine, St. Johns, Sanford, Sebastian, Stuart, Sunny Hills, Titusville, Trenton, Vernon, Vero Beach, Weekiwachee Springs, Welaka, West Palm Beach, Yankeetown, Youngstown-Fountain, Yulee

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SECTION 11 - EXCHANGE ACCESS SERVICE (CONT'D)11.3 Calling Areas

Geographically-defined Local Calling Areas¹ are associated with each Exchange Access Service provided pursuant to Section 12.1. Exchange Access Services in the following exchanges shall have the following local calling areas:

11.3.1 **Daytona Beach LATA Exchanges:**

Bunnell, Daytona Beach, DeLand, DeLeon Springs, Flagler Beach, New Smyrna Beach, Oak Hill, Palm Coast, Pierson

Daytona Beach LATA Local Calling Exchanges:

Bunnell, Daytona Beach, DeLand, DeLeon Springs, Flagler Beach, New Smyrna Beach, Oak Hill, Palm Coast, Pierson

11.3.2 **Gainesville LATA Exchanges:**

Archer, Bronson, Brooksville, Cedar Key, Chiefland, Cross City, Dunnellon, Gainesville, Hawthorne, Keystone Heights, Micanopy, Newberry, Old Town, Trenton, Weekiwachee Springs, Yankeetown

Gainesville Local Calling Exchanges:

Archer, Astor, Belleview, Beverly Hills, Bronson, Brooker, Brooksville, Bushnell, Cedar Key, Chiefland, Citra, Clermont, Cross City, Crystal River, Dade City, Dunnellon, Eustis, Forest, Gainesville, Groveland, Hawthorne, Homosassa Springs, Howey-in-the-Hills, Inverness, Keystone Heights, Lady Lake, Leesburg, McIntosh, Melrose, Micanopy, Mount Dora, Newberry, Ocala, Oklawaha, Old Town, Orange Springs, Salt Springs, San Antonio, Silver Springs Shores, Tavares, Trenton, Trillacoochee, Unatilla, Waldo, Weekiwachee Springs, Wildwood, Williston, Yankeetown

11.3.3 **Jacksonville LATA Exchanges:**

Baldwin, Fernandina Beach, Green Cove Springs, Jacksonville, Jacksonville Beach, Julington, Lake City, Maxville, Middleburg, Orange Park, Palatka, Pomona Park, Ponte Vedra Beach, St. Augustine, St. Johns, Welaka, Yulee

Jacksonville LATA Local Calling Exchanges:

Alachua, Baldwin, Branford, Callahan, Crescent City, Dowling Park, Fernandina Beach, Florahome, Fla. Sheriff's Boys Ranch, Fort White, Green Cove Springs, Hastings, High Springs, Hilliard, Interlachen, Jacksonville, Jacksonville Beach, Jasper, Jennings, Julington, Kingsley Lake, Lake Butler, Lake City, Lawtey, Live Oak, Luraville, Macclenny, Maxville, Mayo, Middleburg, Orange Park, Palatka, Pomona Park, Ponte

¹ Rates and rate plans for Local Calling Area calls placed over Company-provided Exchange Access Services are set forth in Section 13.

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Vedra Beach, Raiford, Sanderson, St. Augustine, St. Johns, Starke, Welaka, Wellborn, White Springs, Yulee

11.3.4 Orlando LATA Exchanges:

Cocoa, Cocoa Beach, DeBary, East Orange, Eau Gallie, Geneva, Melbourne, Orlando, Oviedo, Sanford, Titusville

Orlando LATA Local Calling Exchanges:

Apopka, Celebration, Cocoa, Cocoa Beach, DeBary, East Orange, Eau Gallie, Geneva, Kenansville, Kissimmee, Lake Buena Vista, Melbourne, Montverde, Orange City, Orlando, Oviedo, Reedy Creek, Sanford, St. Cloud, Titusville, West Kissimmee, Windemere, Winter Garden, Winter Park

11.3.5 Panama City LATA Exchanges:

Chipley, Graceville, Havana, Lynn Haven, Panama City, Panama City Beach, Sunny Hills, Vernon, Youngstown-Fountain

Panama City LATA Local Calling Exchanges:

Alford, Alligator Point, Altha, Apalachicola, Blountstown, Bonifay, Bristol, Carrabelle, Chattahoochee, Chipley, Cottondale, East Point, Graceville, Grand Ridge, Greensboro, Greenwood, Gretna, Havana, Hosford, Lynn Haven, Malone, Marianna, Panama City, Panama City Beach, Port St. Joe, Quincy, Reynolds Hill, Sneads, Sunny Hills, The Beaches, Tyndall Air Force Base, Vernon, Westville, Wewahitchka, Youngstown-Fountain

11.3.6 Pensacola LATA Exchanges:

Cantonment, Gulf Breeze, Holley Navarre, Jay, Milton, Munson, Pace, Pensacola

Pensacola LATA Local Calling Exchanges:

Baker, Cantonment, Clear Springs, AL, Crestview, DeFuniak Springs, Destin, Florida, AL, Fort Walton Beach, Freeport, Glendale, Gulf Breeze, Holley Navarre, Jay, Laurelhill, Milton, Molino, Munson, Pace, Paxton, Pensacola, Ponce DeLeon, Santa Rosa Beach, Seagrove Beach, Shalimar, Valparaiso, Wing, AL

11.3.7 Southeast LATA Local Calling Exchanges:

Belle Glade, Boca Raton, Boynton Beach, Coral Springs, Deerfield Beach, Delray Beach, Fort Lauderdale, Fort Pierce, Hobe Sound, Hollywood, Homestead, Jensen Beach, Jupiter, Keys, Miami, North Dade, Pahokee, Perrine, Pompano Beach, Port St. Lucie, Sebastian, Stuart, Vero Beach, West Palm Beach

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SECTION 11 - EXCHANGE ACCESS SERVICE (CONT'D)

Southeast LATA Local Calling Exchanges:

Belle Glade, Boca Raton, Boynton Beach, Coral Springs, Deerfield Beach, Delray Beach, Fort Lauderdale, Fort Pierce, Hobe Sound, Hollywood, Homestead, Indiantown, Jensen Beach, Jupiter, Keys, Miami, North Dade, Pahokee, Perrine, Pompano Beach, Port St. Lucie, Sebastian, Stuart, Vero Beach, West Palm Beach

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SECTION 11 - EXCHANGE ACCESS SERVICE (CONT'D)

11.4 Carrier Transport Link Service (Two-Way, Direct Inward Dial (DID) Trunks)

Carrier Transport Link Service provides a Customer with a digital connection operating at a full DS1 speed of 1.544 Mbps which is time division multiplexed into 24 individual voice-grade telephonic communications channels, each of which can be used to place two-way (combination) and DID calls. Carrier Transport Links are provided for connection of compatible Customer-provided private branch exchanges (PBX) to the public switched telecommunications network (PSTN). Signaling for call set-up and tear-down is established via SS7 out-of-band signaling. The terminal interface for each Digital Trunk Service is a smart jack, DSX, or LGX panel.

Non-recurring and monthly recurring rates per Carrier Transport Link, apply as follows:

Carrier Transport Link Service:	<u>Non-Recurring Charges:</u>	
	<u>Minimum</u>	<u>Maximum</u>
Per DS1 for twenty-four voice equivalent channels	\$250.00	\$1000.00
	<u>Monthly Recurring Charges:</u>	
<u>36 Month Term:</u>	<u>Minimum</u>	<u>Maximum</u>
Per DS1 for twenty-four voice equivalent channels	\$1,500.00	\$2,500.00
<u>60 Month Term:</u>	<u>Minimum</u>	<u>Maximum</u>
Per DS1 for twenty-four voice equivalent channels	\$1,400.00	\$2,200.00
<u>72 Month Term:</u>	<u>Minimum</u>	<u>Maximum</u>
Per DS1 for twenty-four voice equivalent channels	\$1,300.00	\$2,000.00

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SECTION 11 - EXCHANGE ACCESS SERVICE (CONT'D)

11.5 Reserved for Future Use

11.6 Directory Listings

For each Customer of Company-provided Exchange Access Service(s), Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no charge. At a Customer's option, Company will arrange for additional listing at the following rates:

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Each Additional Listing:	\$0.00	\$1.42

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SECTION 12 - LOCAL CALLING SERVICE12.1 Description

Local Calling Service provides a Customer with the ability to originate calls from a Company-provided exchange access line to all other stations on the public switched telephone network bearing the designation of any central office of the exchanges and zones defined as local. The rates set forth in this section apply to all direct dialed local calls. For operator-assisted (non-aggregator) local calls, the operator charges listed in Section 12.3 apply in addition to the charges listed below.

12.2 LATA-Wide Local Calling Plan12.2.1 Description

LATA-Wide Local Calling Plan provides Local Calling Service billable on a flat-rate basis. LATA-Wide calls do not have any usage or per-minute charges. The rates set forth in this section apply to all outgoing direct-dialed calls placed to telephone stations within the caller's exchange area as defined in Section 11. LATA-Wide Local Calling Plan is the standard local calling plan provided with exchange access services, as described in Section 11.

12.2.2 Rates

Flat Rate

12.2.3 Information Services Call Blocking

The term "Information Services Call Blocking" denotes the Company's central office call blocking service that allows the Company's residential and business subscribers to block access to all directly-dialed, the Company's operator-assisted and the Company's operator entered billing 976 and 900 programs, and other local service providers within Florida and to all Interexchange Carrier 900 calls originating within the Telephone Company's service area.

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SECTION 12 - LOCAL CALLING SERVICE (CONT'D)

12.3 Operator Services

12.3.1 Description

12.3.1.1 Operator Handled Calling Services are provided to Customers and Users of Company-provided Exchange Access Services, and to Customers and Users of exchange access lines which the Customer subscribes to the Company's interexchange outbound calling services.

12.3.2 Definitions

Person-to-Person: Calls completed with the assistance of a Company operator to a particular person, station, department or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station, or a designated third-party station. Calls are dialed with the assistance of a Company operator.

Station-to-Station: Refers to calls other than person-to-person calls billed to either the end user's commercial credit card and/or non-proprietary calling card. Calls are dialed with the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

Operator Dialed Charge: The Customer places the call without dialing the destination number, although the capability to do it himself exists. The Customer will dial "0" for local calls and "00" for long distance calls and then requests the operator to dial the called station.

12.3.3 Rates

In addition to any applicable usage charges, the following operator-assisted charges will apply:

	<u>Per Call Charges</u>
Person-to-Person (Customer Dialed)	\$1.50
Calling Card	\$0.60
Station-to-Station (Customer Dialed) (Billed to Third Party, Collect)	\$0.75
Operator Dialed Charge (applies in addition to other operator charges)	\$0.75

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SECTION 12 - LOCAL CALLING SERVICE (CONT'D)

12.3.4 Busy Line Verify and Line Interrupt Service

12.3.4.1 Description

Upon request of a calling party the Company will verify a busy condition on a called line.

12.3.4.1.1 The operator will determine if the line is clear or in use and report to the calling party.

12.3.4.1.2 The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

12.3.5 Regulations

12.3.5.1 A charge will apply when:

12.3.5.1.1 The operator verifies that the line is busy with a call in progress.

12.3.5.1.2 The operator verifies that the line is available for incoming calls.

12.3.5.1.3 The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

12.3.5.2 No charge will apply:

12.3.5.2.1 When the calling party advises that the call is to or from an official public emergency agency.

12.3.5.2.2 Under conditions other than those specified in Section 12.3.5.1.

12.3.5.2.3 Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

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SECTION 12 - LOCAL CALLING SERVICE (CONT'D)

12.3.5.2.4 The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

12.3.6 Rates

	<u>Per Request</u>
Busy Line Verify Service	\$0.75
Busy Line Verify Verification With Interrupt Service	\$1.55

12.4 Directory Assistance

12.4.1 Description

Customers and Users of the Company's calling services (excluding toll free services), may obtain Directory Assistance in determining telephone numbers within Florida by calling the Directory Assistance operator.

12.4.2 Rates

12.4.2.1 Customers are allowed three (3) free Directory Assistance calls per month. After the monthly three (3) free call allowance is exhausted, Directory Assistance charges will apply for all requests for which the Company's facilities are used. Each number requested is charged for as shown below. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.

	<u>Rate</u>
Per Number Requested	\$0.29
12.4.2.2 A credit will be given for calls to Directory Assistance when:	
12.4.2.2.1 The Customer experiences poor transmission or is cut off during the call;	
12.4.2.2.2 The Customer is given an incorrect telephone number; or	

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SECTION 12 - LOCAL CALLING SERVICE (CONT'D)

12.4.2.2.3 The Customer inadvertently misdials an incorrect
Directory Assistance NPA.

To receive a credit, the Customer must notify the Company operator or
Business Office of the problem experienced.

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SECTION 13 - MISCELLANEOUS SERVICES AND SURCHARGES

13.1 Service Implementation

13.1.1 Description

Absent a promotional offering, service implementation charges will apply to new service orders or to orders to change existing service.

13.1.2 Rates

Non-Recurring

Per Service Order \$30.00

13.2 Restoration of Service

13.2.1 Description

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities suspended is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

13.2.2 Rates

Non-Recurring

Per Occasion \$8.50

13.3 Maintenance of Service

13.3.1 When a Customer reports a trouble to the Company for clearance, and no trouble is found in the Company's facilities, the Customer shall be responsible for payment of a visit charge for the period of time from when Company personnel are dispatched to the Customer's premises to when the work is completed. Failure of Company personnel to find trouble Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.

13.3.2 Where a NID exists, if the Company is unable to test for dial tone and the problem proves to be beyond the NID (within Customer premises), a maintenance charge is applicable. In the event there is no NID and/or the Company is unable to test for dial tone, then no maintenance charge will be assessed. In those cases where the Customer has bought an inside wire maintenance warranty/plan (a non-regulated service) from the Company, no

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SECTION 13 - MISCELLANEOUS SERVICES AND SURCHARGES (CONT'D)

maintenance charge will be applicable regardless of the dial tone test results or whether a NID exists or not.

13.3.3 The Customer shall be responsible for payment of a visit charge when the Company dispatches personnel to the Customer's premises, and the trouble is in the equipment of communications system provided by other than the Company.

13.3.4 No credit allowance will be applicable for the interruption involved if the visit charge applies.

13.4 Rate

The applicable rate is \$65.00 per visit in addition to materials and/or labor charges.

13.5 Presubscription

Customers have a right to choose an intraLATA and an interLATA carrier when equipment and facilities permit. The Company allows Customers to presubscribe to the carrier of their choice for intraLATA and interLATA toll calls, without dialing an access code.

The following charge applies per line or per trunk for each local line or local trunk PIC charge requested.

PIC charge	
- per line or trunk	\$5.00

13.6 Telecommunication Relay Service (TRS)

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and vice versa. A Customer will be able to access the state provider to complete such calls. The Company will impose a surcharge to all Customers at a level determined by the Commission.

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SECTION 14 – RESERVED FOR FUTURE USE

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SECTION 15 - SPECIAL ARRANGEMENTS**15.1 Individual Case Basis (ICB) Arrangements**

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this Price List. Rates quoted in response to such competitive requests may be different than those specified for such services in this Price List. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

ICBs will be filed with the Communications Division of the Commission.

15.2 Promotional Programs

The Company may make promotional offerings of its tariffed services which may include reducing or waiving applicable charges for the promoted service. No individual promotional offering will exceed six months in duration, and any promotional offering will be extended on a non-discriminatory basis to any Customer similarly classified who requests the specific offer.

At the Company's option, a letter outlining the promotion may be filed with the Commission Staff in lieu of filing language in the Price List.

15.3 Special Assembly

The Company may provide a unique intrastate service arrangement for a Customer where no tariffed services exist for the service. The unique service can be provided via a Special Assembly.

The Company will file the Special Assembly including the contract terms, conditions and rates by letter with the Commission.

15.4 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in the Price Lists of the Company, special construction and special arrangements may be undertaken on a reasonable efforts basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications not otherwise specified under tariff, or for the provision of service on an expedited basis or in some other manner different from the normal tariff conditions. Special construction is that construction undertaken:

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SECTION 15 - SPECIAL ARRANGEMENTS (CONT'D)

- 15.4.1 where facilities are not presently available, and there is no other requirement for the facilities so constructed;
 - 15.4.2 of a type other than that which the Company would normally utilize in the furnishing of its services;
 - 15.4.3 over a route other than that which the Company would normally utilize in the furnishing of its services;
 - 15.4.4 in a quantity greater than that which the Company would normally construct;
 - 15.4.5 on an expedited basis;
 - 15.4.6 on a temporary basis until permanent facilities are available;
 - 15.4.7 involving abnormal costs; or
 - 15.4.8 in advance of its normal construction.
- 15.5 Basis for Charges

Where the Company furnishes a facility or service on a special construction basis, or any service for which a rate or charge is not specified in the Company's Price Lists, charges will be based on the costs incurred by the Company and may include, (1) nonrecurring type charges; (2) recurring type charges, (3) termination liabilities; or (4) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service life of the facilities provided.

15.6 Basis for Cost Computation

The costs referred to in Section 15.4 preceding may include one or more of the following items to the extent they are applicable:

- 15.6.1 installed costs of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Installed costs include the cost of:
 - 15.6.1.1 equipment and materials provided or used,
 - 15.6.1.2 engineering, labor and supervision,
 - 15.6.1.3 transportation,

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SECTION 15 - SPECIAL ARRANGEMENTS (CONT'D)

- 15.6.1.4 rights of way, and
- 15.6.1.5 any other item chargeable to the capital account;
- 15.6.2 annual charges including the following:
 - 15.6.2.1 cost of maintenance;
 - 15.6.2.2 depreciation on the estimated installed cost of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
 - 15.6.2.3 administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
 - 15.6.2.4 any other identifiable costs related to the facilities provided; and
 - 15.6.2.5 an amount for return and contingencies.

15.7 Termination Liability

To the extent that there is no other requirement for use by the Company, the Customer may have a termination liability for facilities specially constructed at the request of the Customer, if and only if such liability is clearly stated in a written agreement between the Company and the Customer.

- 15.7.1 The maximum termination liability is equal to the total cost of the special facility as determined herein, adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided.
- 15.7.2 The maximum termination liability shall be divided by the original term of service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of service (rounded up to the next whole number of months), discounted to present value at six percent (6%), plus applicable taxes.

15.8 Term

The minimum term for any FeroNetworks, Inc. special arrangement shall not be less than one (1) year, unless otherwise agreed to by the Company. The Customer and Company may agree to longer minimum terms for particular services.

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