

ORIGINAL

030922-TI

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COMMISSION CLERK

September 16, 2003

VIA OVERNIGHT DELIVERY

One Discovery Square
12010 Sunset Hills Road
Reston, Virginia, 20190 USA

Blanca S. Bayo, Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

(T) 703 766-3100

(F) 703 766 3102

www.teleglobe.com

Re: IXC Registration and Tariff of Teleglobe America Inc.

Cancellation of IXC Registration of Teleglobe USA LLC

03 SEP 22 AM 9:21

DISTRIBUTION CENTER

Dear Ms. Bayo,

Teleglobe America Inc. (TAI) hereby (1) submits its IXC Registration and Tariff and (2) requests cancellation of the IXC Registration of Teleglobe USA LLC ("TUSA"), TAI's former subsidiary. As described more fully below, this filing is being submitted in connection with a *pro forma* corporate change in which TUSA merged with and into its parent company, TAI, with TAI being the surviving corporation.

TAI provides the following information in support of its IXC Registration and request for cancellation of TUSA's IXC Registration. Specifically, TAI's IXC Registration is attached hereto as Attachment A and its initial IXC Tariff is attached hereto as Attachment B.

Description of TUSA and TAI

A. Teleglobe USA LLC (TUSA)

Prior to the *pro forma* transaction for which authority is being requested, TUSA was a Delaware limited liability company located at 12010 Sunset Hills Road, Reston, Virginia, 20190, and a wholly owned subsidiary of TAI. Pursuant to the Commission's approval,¹ TAI had acquired TUSA on May 30, 2003, in connection

¹ In addition to this Commission's approval, the parties received U.S. and foreign bankruptcy court approval, as well as approvals from dozens of state regulatory agencies, the Federal Communications Commission, and regulators in several foreign countries. As described in the parties' filings at the Commission, the sale of Teleglobe USA Inc.'s business was accomplished through a two-step process whereby the certificate and operating assets of Teleglobe USA Inc., a company owned by Teleglobe Inc., were transferred and assigned to

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with the sale of Teleglobe USA Inc.'s² operating business out of bankruptcy. TUSA was authorized by the Commission in Docket No. 030105-TI to provide telecommunications services in Florida; however, in Florida, TUSA does not have any intrastate services customers.

B. Teleglobe America Inc. (TAI)

TAI is a Delaware corporation also located at 12010 Sunset Hills Road, Reston, Virginia, 20190. This Commission recently granted approval for TAI, then known as TLGB Corporation, to acquire 100% of the stock of TUSA. As discussed in greater detail below, TLGB Corporation changed its name to TAI and on May 30, 2003, shortly after the acquisition of TUSA, merged with its wholly owned subsidiary TUSA, and became the surviving corporation. TAI therefore currently holds all of TUSA's assets, including its IXC Registration (formerly IXC Certificate No. 5190) and maintains the experience of its personnel in providing telecommunications services.

Contact Information

Questions or any correspondence, orders, or other materials pertaining to this filing should be directed to:

Rogena Harris
Teleglobe America Inc.
One Discovery Square
12010 Sunset Hills Road
Reston, Virginia 20190
Tel: 703-766-3061
Fax: 703-766-3104
Email: rogena.harris@teleglobe.com

TUSA, a newly created wholly owned subsidiary, and 100% of the stock of TUSA was then sold to TAI f/k/a TLGB Corporation. Upon review of the legal, technical, managerial and financial qualifications of TAI f/k/a TLGB Corporation as the purchaser of TUSA, this Commission granted authority for the sale. Docket No. 030105-TI (Apr. 22, 2003).

² Teleglobe USA Inc. was a carrier that provided international facilities-based and resold telecommunications services on a wholesale and retail basis throughout the United States.

Description of Transaction

TAI, previously known as TLGB Corporation, recently acquired 100% of the stock of TUSA pursuant to the Commission's approval. *See* Docket No. 30105-TI.³ In the course of TAI's extensive business and tax planning in preparation for taking over ownership of the TUSA telecommunications business, TAI's financial and tax advisors determined that it would be more efficient and cost-effective for TUSA to be merged into its parent company TAI, with TAI surviving. Accordingly, shortly after the consummation of TAI's purchase of TUSA, TUSA was merged with and into its parent corporation, TAI. Unfortunately, approval was not sought in advance of making this internal corporate change. TAI now understands that the Commission requires approval for this type of *pro forma* corporate change even where there is no change in ultimate ownership or control and where no intrastate customers are affected. An illustrative chart of this *pro forma* corporate change is attached hereto as Attachment C.

This corporate change is strictly *pro forma* in nature and will not adversely affect the provision of telecommunications services in Florida. There is no change in the ultimate ownership or control or in the management or day-to-day operations of the authorized carrier in Florida. Service will be provided using the same network, billing systems and customer service operations used by TUSA. All of TUSA's employees continue to be employees of TAI, and thus, TUSA's highly qualified management team will continue to manage the provision of service to customers. In addition, customers will be provided service pursuant to contracts and tariffs that offer all of the services offered by TUSA, as applicable, under the same rates, terms, and conditions. This *pro forma* change will not lead to customer confusion or inconvenience because TAI (formerly TUSA) is just now launching its business plan in Florida and no services in Florida are currently being provided.

Public Interest Considerations

The transaction described herein is in the public interest because it will permit TAI to implement a corporate and tax structure that will enable TAI to be a stronger and better-financed competitor in the Florida telecommunications market. Under the streamlined ownership structure, TAI, as the operating entity, will be able to operate in a more efficient and economical manner and will continue to have the access to capital needed to maintain and grow TAI's competitive telecommunications business. Thus, the *pro forma* internal corporate merger of TUSA and TAI will enhance competition and serve the public interest. Moreover, the merger will not negatively

³ As noted earlier, the Commission approved the transfer and assignment of Telelobe USA Inc.'s operating assets to its subsidiary, TUSA, and the subsequent sale of 100% of TUSA's stock to TAI f/k/a TLGB Corporation.

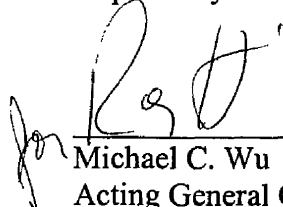
Blanca S. Bayo, Commission Clerk
September 16, 2003
Page 4

affect competition in the Florida telecommunications market. Therefore, the Commission should approve the *pro forma* corporate change.

Conclusion

For the reasons stated herein, TAI requests that (1) the Commission accept its IXC Registration and Tariff and (2) cancel the IXC Registration of TUSA. Should you have any questions regarding this filing please do not hesitate to contact Rogena Harris at (703) 766-3061.

Respectfully submitted,



Michael C. Wu
Acting General Counsel
Teleglobe America Inc.
1 Discovery Square, 4th Floor
12010 Sunset Hills Road
Reston, VA 20190-5856

Enclosures

LIST OF ATTACHMENTS

ATTACHMENT A	IXC Registration of Teleglobe America Inc.
ATTACHMENT B	IXC Tariff of Teleglobe America Inc.
ATTACHMENT C	Illustrative Chart of Corporate Change

ATTACHMENT A

IXC Registration of Teleglobe America Inc.

IXC REGISTRATION FORM

Company Name **Teleglobe America Inc.**

Florida Secretary of State Registration No. **F03000002654**

Fictitious Name(s) as filed at Fla. Sec. of State **n/a**

Company Mailing Name **Teleglobe America Inc.**
Mailing Address **One Discovery Square, 4th Floor**
12010 Sunset Hills Road
Reston, VA 20190-5856

Web Address **www.teleglobe.com**

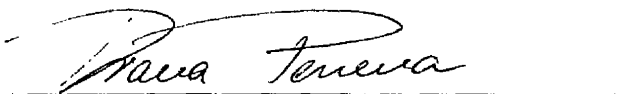
E-mail Address **diana.pevena@teleglobe.com**

Physical Address **Same as Mailing Address**

Company Liaison **Diana Peneva**
Title **Regulatory Analyst**
Phone **(703) 766-3034**
Fax **(703) 766-3104**
E-mail address **diana.pevena@teleglobe.com**

Consumer Liaison **Diana Peneva**
Title **Regulatory Analyst**
Address **One Discovery Square, 4th Floor**
12010 Sunset Hills Road
Reston, VA 20190-5856
Phone **(703) 766-3034**
Fax **(703) 766-3104**
E-mail address **diana.pevena@teleglobe.com**

My company's tariff as required in Section 364.04, Florida Statutes, is enclosed with this form. I understand that my company must notify the Commission of any changes to the above information pursuant to Section 364.02, Florida Statutes. My company will owe Regulatory Assessment Fees for each year or partial year my registration is active pursuant to Section 364.336, Florida Statutes. My company will comply with Section 364.603, Florida Statutes, concerning carrier selection requirements, and Section 364.604, Florida Statutes, concerning billing practices.



Signature of Company Representative

Diana Peneva

Printed/Typed Name of Representative

Date: September 16, 2003

Effective: 07/15/2003

ATTACHMENT B

IXC Tariff of Teleglobe America Inc.

TITLE SHEET

RESALE TELECOMMUNICATIONS SERVICES

This tariff applies to the Resale Interexchange Telecommunications Services furnished by Teleglobe America Inc. ("Teleglobe") throughout the State of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected during normal business hours at Teleglobe's principal place of business, One Discovery Square, 12010 Sunset Hills Road, Reston, VA 20190-5856, telephone no. (800) 567-1950.

Issued: _____

Issued by:
Tariff Administrator
Teleglobe America Inc.
One Discovery Square
12010 Sunset Hills Road
Reston, VA 20190-5856

Effective: _____

CHECK SHEET

The sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>Page</u>	<u>Revision No.</u>
1	Original*
2	Original*
3	Original*
4	Original*
5	Original*
6	Original*
7	Original*
8	Original*
9	Original*
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19	Original*
20	Original*
21	Original*
22	Original*
23	Original*
24	Original*
25	Original*
26	Original*
27	Original*

* Pages submitted with this filing

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this Tariff and any Order entered hereunder for the purposes indicated below:

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

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TARIFF FORMAT

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

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APPLICATION OF TARIFF

This tariff contains the rates and regulations applicable to resold interexchange services provided by Teleglobe America Inc. (hereinafter "Teleglobe" or "Carrier") from points within the State of Florida. Teleglobe's services are provided subject to the availability of facilities and subject to the terms and conditions of this tariff. All services within the jurisdiction of the Commission provided by Teleglobe from points in Florida are governed by this tariff. Service provided by Teleglobe may be connected with services or facilities of other carriers or may be provided over facilities provided by carriers other than Teleglobe. However, service provided by Teleglobe is not a part of a joint undertaking with any other carrier providing telecommunications channels, facilities, or services.

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SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS

Access Carrier - Collectively means either the applicable local exchange carrier, or a competitive access provider, or other local access provider, or another interexchange carrier selected by Teleglobe to provide the local access service to Teleglobe's service.

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Teleglobe's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a subscriber, to enable Carrier to identify the origin of service user so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no subscriber shall have any proprietary or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Authorized User - An end user authorized by the Customer to use the Service.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Carrier - Teleglobe America Inc.

Commission - Florida Public Service Commission.

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

Customer - The person or legal entity which enters into arrangements for Teleglobe's telecommunications services and is responsible for payment of Teleglobe's charges.

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

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

Local Access and Transport Area (LATA) - The term "Local Access Transport Area" denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

Measured Charge - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

Premises - The space designated by Customer as its place(s) of business for termination of Service for its own communications needs.

Service or Services - Interexchange telecommunications service provided by Teleglobe between a point within the State of Florida and a point in another country.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

User - The person(s) utilizing Teleglobe's services.

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SECTION 2. RULES AND REGULATIONS

2.1 Undertaking of Carrier

- 2.1.1 This tariff contains the regulations and rates applicable to resold interexchange telecommunications services provided by Teleglobe. Service will be provided on a statewide basis.
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by Teleglobe and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or any other U.S. carrier for use in accessing the services of Teleglobe.
- 2.1.3 Teleglobe reserves the right at any time to modify, change, add or replace its network or any component therein, provided that such change or modification does not materially adversely affect Service. This provision includes rates and charges which are subject to change by Teleglobe, subject to Commission approval.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.2 Use and Limitations of Service**

- 2.2.1 Teleglobe's service furnished under this Tariff shall be used only for lawful purposes consistent with the applicable laws, rules and regulations and in accordance with transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2 The use of Teleglobe's services to transmit messages, voice, or data that might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of Teleglobe's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 Teleglobe's services are available where commercially practicable for use twenty-four (24) hours per day, seven (7) days per week.
- 2.2.5 Teleglobe's services may be denied for nonpayment of charges or for other violations of this Tariff.
- 2.2.6 Service is available for resale by Customers who assume sole responsibility to provide all functions of providing such service to their customers.
- 2.2.7 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. Teleglobe reserves the right not to provide Service to or from a location where the necessary facilities or equipment are not available.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.2 Use and Limitations of Service (Cont'd)**

- 2.2.8 Service may be used for transmission of communications by the Customer and by the Customer's designated User.
- 2.2.9 Service may not be assigned or transferred by the Customer without prior written consent of Teleglobe.
- 2.2.10 This Tariff shall not be construed such that Teleglobe and the Customer could be considered as principal and agent, partners, or employer and employee, except when expressly stated otherwise in this Tariff.
- 2.2.11 Customer shall provide to Teleglobe employees, or another person(s) authorized by Teleglobe, full immediate access to the Terminal Equipment, or demarcation point located on the Customer Premises.
- 2.2.12 The provision of Service by Teleglobe in no way grants to the Customer any title or ownership in intellectual property which may be included or embodied therein, it being understood that such intellectual property shall at all times remain the exclusive property of Teleglobe.
- 2.2.13 Without Teleglobe's prior written consent, Customer shall not (i) refer to itself as an authorized representative of Teleglobe in promotional, advertising, or other materials, (ii) use Teleglobe's logos, trademarks, service marks, or any variations thereof in any of its promotional, advertising, or other materials, or (iii) release any public announcements referring to Teleglobe without first having obtained Teleglobe's prior written consent. Teleglobe may at any time identify Customer as its customer for Service for the limited purpose of the periodic issuance of marketing and/or public announcements.
- 2.2.14 Customer represents and covenants that it shall not use the Service in any manner or for any purpose which constitutes a violation of the laws or regulations of the Florida Public Service Commission or any other governmental agency or a court of law that has jurisdiction over the Service.
- 2.2.15 The relationship between and among Teleglobe and the Customer shall not be that of partners and nothing herein contained shall be deemed to constitute a partnership between and among them, or a merger of their assets, or their fiscal or other liabilities or undertakings. Neither party shall have the right to bind the other party except as expressly provided for herein.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.3 Liability of Carrier**

- 2.3.1 Other than as provided for in this Tariff, Teleglobe shall not be liable for any loss or damages sustained by Customer or its end users arising under this Tariff by reason of any failure in or breakdown of the telecommunication facilities associated with providing the Service, or for any interruption or degradation of the Service whatsoever shall be the cause or duration thereof, or for any other cause or claim whatsoever arising under this Tariff.
- 2.3.2 In no event shall Teleglobe be liable to the Customer for any consequential, special, incidental, exemplary or indirect losses or damages sustained by Customer or any third parties in using the Service howsoever arising under this Tariff and whether under contract, tort or otherwise, including, without limitation, third party claims, loss of profits, loss of customers or damages to reputation or good will.
- 2.3.3 Customer shall defend, indemnify and hold Teleglobe harmless from and against all claims, demands, actions, causes of action, judgments, costs and reasonable attorneys' fees and expenses of any kind arising from or related to any use of the Service or otherwise arising from the relationship with Teleglobe; or in any way connected with any activities, agreements or relationships between the Customer and other common carriers. Teleglobe shall not be liable to the Customer and shall have no other obligation, duty or liability whatsoever in contract, tort or otherwise howsoever arising, including negligence, any loss of revenue, business, business contracts, anticipated savings, or profits or any indirect or consequential loss.
- 2.3.4 Teleglobe shall not be liable for, and is excused from, any failure or delay in performance that is due to acts of God, acts of civil or military authority, acts of the public enemy, war or threats of war, accidents, fires, explosions, earthquakes, floods, unusually severe weather, epidemics, or due to any other cause beyond Teleglobe's reasonable control.
- 2.3.5 If a third party solicits a Customer's order on behalf of Teleglobe or promotes or endorses to the Customer the use of Service, or provides all or a portion of such Service with, for, or on behalf of Teleglobe, or if a third party is involved in any other way, Teleglobe and such third party shall have no greater obligation or liabilities to such Customer, and such Customer shall have no greater rights or remedies against either Teleglobe or such third party, whether under contract, warranty, tort or any other grounds, than if such a third party had not been so involved.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier

- 2.3.6 In the event that the Service or any portion thereof is unavailable to Customer due to a service outage as defined in Section 2.14 of this Tariff, Teleglobe's sole obligation, and Customer's sole and exclusive remedy, with respect to such interruption of Service shall be for Teleglobe, if requested by Customer, to provide and for the Customer to receive a service outage credit per Section 2.12 of this Tariff for the portion of the Service affected during which the Service or any part thereof was subject to a service outage.
- 2.3.7 In no event shall Teleglobe be liable for any loss of profits or for any indirect, incidental, special, exemplary, or consequential damages. Teleglobe's maximum liability to a Customer for any damages, including any liability for negligence, however so arising out of or related to the Service, the applicable Customer's Order(s) or any other agreements between Customer and Teleglobe shall not exceed the monthly charges for the affected Service for that Customer, for the month during which such liability arises; or, the usage charges for interrupted calls, as defined in Section 2.12.
- 2.3.8 Teleglobe warrants that it shall provide its Service in accordance with the description of Service set forth in the applicable Order and in accordance with this Tariff. **TELEGLOBE DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 2.3.9 No agents or employees of other carriers shall be deemed to be agents or employees of Teleglobe.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.4 Payment and Billing**

- 2.4.1 Service is billed on a monthly basis. In addition to any other remedies Teleglobe may have, a late payment fee shall be applied on balances that remain unpaid for one calendar month following the invoice date in the amount of the lesser of (a) one and one-half percent (1-½%) per month of the amount of the late payment starting from the invoice date; or (b) the maximum amount allowed under applicable law.
- 2.4.2 The Customer is responsible for payment of all charges for Service furnished to the Customer whether or not such use is authorized or consented to by the Customer, including but not limited to, all calls originated at the Customer's number(s); accepted at the Customer's number(s) via third party billing or collect billing; incurred at the specific request of the Customer; or placed using a calling card issued to the Customer. The security of the Customer's Authorization codes is the responsibility of the Customer. Teleglobe reserves the right to bill all calls placed using Customer's Authorization Code.
- 2.4.3 The amounts due hereunder by Customer shall be payable to Teleglobe within thirty (30) days of the date of Teleglobe's invoice. If Customer in good faith disputes any invoiced amount, it shall submit to Teleglobe within thirty (30) days following receipt of such disputed invoice, full payment of the invoice and written documentation identifying and substantiating the disputed amount. Teleglobe shall investigate the matter and if it determines that the Customer was overcharged, a credit against future invoices may be issued by Teleglobe. All payments shall be made in US Dollars. All amounts due hereunder by Customer that are not paid when due, shall accrue payment interest at the rate of the lesser of: (1) one and one-half percent (1.5%) per month, compounded daily, beginning with the day following the date on which payment was due, and continuing until paid in full; or (2) the highest amount allowable by law.
- 2.4.4 Customer will be liable to Teleglobe for any and all costs and/or expenses including reasonable attorneys fees and expenses of any kind, incurred by Teleglobe directly or indirectly in the collection of any amounts due from Customer or while otherwise enforcing the terms of this Tariff with respect to the Customer.

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Teleglobe America Inc.
One Discovery Square
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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Payment and Billing (Cont'd)

2.4.5 If payment for Service is made by a check, draft, or similar instrument (collectively "Check") that is returned unpaid by a bank or another financial institution to Teleglobe for any reason, Teleglobe, in addition to any other remedies it may have, will bill Customer a charge of fifteen dollars (\$15.00) per each such occurrence.

2.5 Deposits

Teleglobe does not plan to collect Customer security deposits in the State of Florida at this time.

2.6 Taxes

All charges under this Tariff are exclusive of all applicable taxes. Customer will be billed for and will be responsible for any applicable international, foreign, Federal, state, or local taxes, tax surcharges and similar fees, including without limitation sales taxes, and surcharges imposed by any authority, government or government agency related to the provision and use of Service unless Customer provides Teleglobe with a valid exemption certificate.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.7 Termination of Service by Customer**

2.7.1 For a Service subject to term commitment as stated in the relevant Order, Customer may, by providing thirty (30) days' advance written notice to Teleglobe, terminate such Service prior to the expiration of its specified term in which case, the following shall apply:

- A. Customer shall immediately cease using the Service; and
- B. Customer shall pay Teleglobe for all charges incurred for that Service through the date that Service is discontinued; and
- C. Customer shall pay Teleglobe any promotion credits provided to Customer by Teleglobe for the terminated Service; and
- D. Customer shall pay Teleglobe a discontinuance charge equal to the sum of the following:
 - (1) the number of months remaining in the term commitment then in effect, multiplied by the total of the monthly charges for the terminated Service; and
 - (2) amounts Teleglobe is obligated to pay the Access Carrier, if any, for terminating their facilities or amounts due to a Foreign Carrier that were incurred on behalf of the Customer.
- E. Upon Customer's notification of discontinuance of Service, Customer shall provide Teleglobe access to the Premises for purposes of removing Teleglobe's Terminal Equipment, pursuant to this Tariff and, shall immediately cease using the Service.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.8 Termination of Service by Teleglobe**

Teleglobe may, upon notice except when stated otherwise, discontinue Service or cancel an application for Service for any of the following reasons:

- 2.8.1 For nonpayment of any sum due to Teleglobe by the date due; or
- 2.8.2 In the event of a violation of any of the provisions governing the furnishing of this Service under this Tariff, or of any Teleglobe rule of general application with respect to the use and operation of Service; or
- 2.8.3 Without notice, in the event of a violation of any law, rule, regulation or policy of any government authority having jurisdiction over the Service; or
- 2.8.4 Without notice, by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Teleglobe from furnishing such Service; or
- 2.8.5 In the event that payment for Service is made by a check, draft, or similar instrument which is returned unpaid by a bank or another financial institution to Teleglobe for any reason; or
- 2.8.6 In case of any intentional or de facto transfer or assignment of Service without the expressed written authorization of Teleglobe; or
- 2.8.7 In the event of Customer's insolvency; or
- 2.8.8 Initiation of proceedings by Customer in voluntary bankruptcy; or
- 2.8.9 Initiation of proceedings against Customer for involuntary bankruptcy which are not dismissed within ninety (90) days of initiation; or

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.8 Termination of Service by Teleglobe (Cont'd)**

2.8.10 The appointment of a receiver or trustee for Customer; or

2.8.11 A general assignment by the Customer for the benefit of its creditors; or

2.8.12 Without notice, if Teleglobe deems such action necessary to protect against fraud or to otherwise protect Teleglobe's personnel, agents, facilities or Service.

If Teleglobe terminates Service as set forth above, the Customer shall pay to Teleglobe any amounts due as a result of such termination of Service, including, without limitation, any specified discontinuance charges the same as if the Customer had terminated Service as set forth in Section 2.7 above. The Customer must pay all specified amounts within thirty (30) days of termination of Service. Furthermore, the Customer shall permit Teleglobe to enter the Premises at any time for the purpose of removing Terminal Equipment or disconnecting the Service.

2.9 Notices

Any notices mailed by registered or certified mail shall be conclusively deemed to have been received by the addressee on the fifth business day following the mailing of sending thereof. Notices sent by telex or fax shall be conclusively deemed to have been received when the delivery confirmation is received. If Customer wishes to alter the address to which communications to it are sent, it may do so by providing the new address, in writing, to Teleglobe.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.10 Publicity and Confidentiality**

For a period of two (2) years from the date of the execution of the Customer order, Customer shall maintain the confidentiality of all information or data of any nature ("Information") provided to it by Teleglobe if such information contains a conspicuous marking identifying it as "Confidential" or "Proprietary".

2.11 Inspection, Testing and Adjustment

- 2.11.1 Customer shall, allow the agents and employees of Teleglobe access and entry to the Premises at which the Service will be provided to install, inspect, repair or remove its facilities and/or equipment, or to perform inspections or maintenance determined to be necessary by Teleglobe.
- 2.11.2 In the event Teleglobe is required to conduct an on-site inspection due to interference or problems with the Service, and if Teleglobe determines that such interference or problem arises from Customer's use of non Teleglobe-provided or approved equipment or facilities or for any other cause attributable to the Customer, the Customer shall pay for the cost of such visit and inspection at Teleglobe's then-current standard rates.
- 2.11.3 Teleglobe may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the requirements of this Tariff are being complied with in the installation, operation or maintenance of the Customer's or Teleglobe's equipment. Teleglobe may interrupt the Service at any time, without penalty to itself, because of the Customer's departure from any of these requirements.
- 2.11.4 In the event of Service interruption, the Customer shall cooperate in good faith to the extent necessary to reinstate the Service, including the provision of immediate access to the Customer's Premises and Terminal Equipment.
- 2.11.5 No interruption of Service allowance will be granted for the time during which such tests and adjustments are made.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.12 Allowance for Interruptions

2.12.1 For all Services for which charges are specified on time-sensitive basis, and which there may be interruption of an individual call, due to a condition in Teleglobe's facilities or in access or termination facilities provided by other carriers, which may be remedied by re-dialing the call, the Customer will receive a credit allowance as follows:

- A. A credit allowance will be made for that portion of a call which is interrupted due to poor transmission (e.g. noisy circuit), one-way transmission (one party is unable to hear the other), or involuntary disconnection caused by deficiencies in Service. Customer may also be granted credit for reaching a wrong number. To receive a credit, Customer must notify a Teleglobe customer service representative and furnish information, including the called number, the Service subscribed to, the difficulty experienced, and the approximate time the call was placed.
- B. Credit allowance will not be made for (1) interruptions not reported to Teleglobe, or (2) interruptions that are due to the failure of power, equipment, systems or services not provided by Teleglobe. If Customer elects to use another means of communications after one of the above interruptions, or during a period when Customer is unable to place a call over Teleglobe facilities, the Customer must pay the charges for the alternative Service used.

2.12.2 When a call has been disconnected, the Customer will be given a credit allowance equivalent to the charge for the initial minute of the call made to reestablish communications with the other party. Where a call has been interrupted due to poor transmission or one-way transmission, the Customer will be given a credit allowance up to an amount equivalent to the charge for the last three minutes of the interrupted call, or for an entire call if it lasted less than three minutes. Customer who has reached a wrong number will be given a credit allowance up to an amount equivalent to the charge for the initial minute of the call to the wrong number if the Customer reports the situation promptly to a Teleglobe customer service representative.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.12 Allowance for Interruptions (Cont'd)**

2.12.3 For all services which involve dedicated access, dedicated interexchange transmission, and/or dedicated termination, for which monthly recurring charges are applied and which may be interrupted for as long as several days, the Customer will be given a credit allowance for an interruption of two consecutive hours or more, as follows:

- A. When Service is interrupted for a period of less than two hours, no credit allowance will be given; or
- B. When the Service's dedicated access or termination line(s) associated with the Service are interrupted for a period of more than two hours, a credit allowance in an amount equal to one thirtieth of the monthly recurring charge(s) will be given; or
- C. When the Service's access or termination line(s) associated with the Service are interrupted for a period of more than twenty-four hours, a credit allowance in an amount equal to one thirtieth of the monthly recurring charge(s) will be given for each twenty-four hour period or fraction thereof.

2.12.4 No credit allowances will be made for:

- A. Interruptions caused by the negligence of the Customer, Customer's Authorized User or agent and/or designees; or
- B. Interruptions due to the failure of power, equipment, systems, or services not provided by Teleglobe; or
- C. Interruptions during any period during which Teleglobe or its agents are not afforded access to Teleglobe-provided equipment or the Premises where Access Facilities associated with Service are terminated; or
- D. Interruptions during any period when the Customer or user has released the Service to Teleglobe for maintenance, rearrangement purposes, for the implementation of a Customer order, or for routine maintenance, testing and adjustment; or

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2.12 Allowance for Interruptions (Cont'd)

- E. Interruptions during periods when the Customer elects not to release the Service for testing or repair and continues to use it on an impaired basis; or
- F. Interruptions not reported to Teleglobe; or
- G. Interruptions that are due to a cause beyond Teleglobe's reasonable control, including, without limitation, problems with the Customer's Terminal Equipment, or failure of Customer to meet its responsibilities set forth in this Tariff.

2.12.5 An interruption period begins when the Customer reports to Teleglobe that the Service has been interrupted and releases it for testing and repair. An interruption period ends when the Service is operative again. If the Customer reports the Service to be inoperative but declines to release it for testing and repair, the Service is deemed to be impaired, but not interrupted, therefore, no credit for the interruption will be allowed.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.13 Interconnection**

- 2.13.1 Service furnished by Teleglobe may be interconnected with services or facilities of an Access Carrier, other authorized communications common carriers or with private systems, subject to the technical limitations established by Teleglobe. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Teleglobe and of others shall be provided at the Customer's expense.
- 2.13.2 If requested by Teleglobe, the Customer shall provide Teleglobe, with appropriate letter(s) of agency to enable and authorize Teleglobe to render Service.
- 2.13.3 Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' agreements with Customers, the other carriers' tariffs, if any, the laws of the State of Florida and U.S. Federal laws, as applicable. The Customer is responsible for taking all necessary legal steps for interconnecting its Customer-provided Terminal Equipment or communications systems with such other carriers' facilities. The Customer shall secure all licenses, permits, rights-of-ways, permissions, waivers, consents, registrations, approvals and other arrangements necessary for such interconnection and for Teleglobe to provide Service.
- 2.13.4 The Customer shall obtain Teleglobe approval of any Customer equipment that will be interconnected with Service or facilities, prior to such interconnection and shall ensure that its equipment is properly interfaced with Teleglobe facilities and that the signals emitted into the Teleglobe's network are of the following: proper mode, bandwidth, power, data speed, and signal level for the intended use by the Customer. If the Customer maintains and operates its equipment in a manner that may cause harm to Teleglobe's equipment, personnel or the quality of Service to other customers, Teleglobe may require the use of protective equipment at the Customer's expense. If this fails to produce quality and safety satisfactory to Teleglobe, Teleglobe may, upon written notice, terminate the Customer's Service.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.13 Interconnection

- 2.13.5 The Customer agrees to use and maintain Teleglobe-provided equipment in accordance with instructions of Teleglobe. Failure to do so will void liability for interruption of Service and may make the Customer responsible for damage to equipment pursuant to this Section. Risk of loss for any Teleglobe-furnished equipment shall pass to Customer upon delivery of such equipment to Customer's Premises.

- 2.13.6 Title to any Teleglobe-furnished equipment shall at all times remain with Teleglobe or its designee(s). Customer shall not permit any liens or encumbrances to be placed upon such equipment, and Teleglobe shall have the right to take all actions necessary (including taking possession from Customer) to protect its ownership interest in Teleglobe-furnished equipment.

- 2.13.7 Customer agrees to return to Teleglobe all Teleglobe-provided equipment delivered to Customer within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to the Customer, normal wear and tear only excepted. Customer shall reimburse Teleglobe upon demand, for any costs incurred by Teleglobe due to the Customer's failure to comply with this provision.

- 2.13.8 If Teleglobe provides any software (whether embedded in hardware as firmware or otherwise) and any related documentation (collectively "Software") to Customer, Customer shall use the Software only with Teleglobe-furnished equipment, and Services. Customer shall not (a) reproduce, reverse engineer, disassemble, decompile, modify, adapt, translate, create derivative works from, or transfer or transmit the Software in any form or by any means, or (b) use the Software for any purpose other than as set forth in this Section. Customer shall not have any ownership rights in, or obtain rights to, the Software. If a license agreement accompanies the Software, Customer agrees to abide by the terms of such agreement.

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SECTION 3. DESCRIPTION OF SERVICES AND RATE SCHEDULE**3.1 Timing of Billing**

On direct dialed outbound and inbound calls provided pursuant to this Tariff, and except as otherwise stated in this tariff, chargeable call duration accrues from the time the called party answers, as indicated by Carrier's receipt of answer supervision, until one of the parties hangs up, as detected by Carrier's equipment.

Carrier may receive answer supervision signaling directly from local exchange carriers, may employ software answer supervision, or may receive answer supervision from other interexchange carriers. These other interexchange carriers may themselves employ either local exchange carrier-provided answer supervision or some other method of determining called party on-hook or off-hook status.

3.2 Dedicated Access to Long Distance

This service provides a dedicated circuit from the Customer's telecommunications network to Teleglobe's long distance network. Calls are billed in 6 second increments after an 18 second minimum call duration.

Rate per minute: \$0.12

Charges are based on call volume and service commitments, and may be subject to Customer-specific contractual arrangements.

3.2 Additional Services

Teleglobe may provide other Services at the Customer's request, subject to Customer-specific contractual arrangements.

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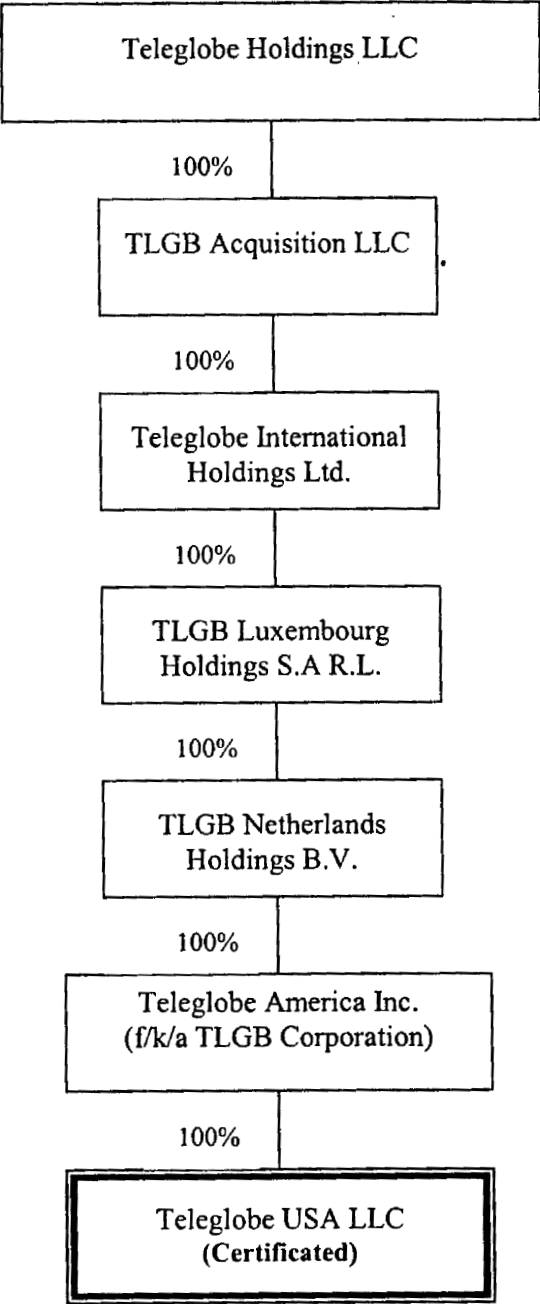
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ATTACHMENT C

Illustrative Chart of Corporate Change

Illustrative Chart of Corporate Change

Pre-Corporate Change Structure



Illustrative Chart of Corporate Change

Post-Corporate Change Structure

