



ORIGINAL
FILE COPY

DEPOSIT DATE
D504 **APR 17 1997**

210 N. Park Ave.
P.O. Drawer 200
Winter Park, FL
32790-0200

Tel: 407-740-8575
Fax: 407-740-0613

April 14, 1997
OVERNIGHT

970469 - TI

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

RE: Initial Application and Tariff of FaxNet Corporation for Authority to Provide Interexchange Telecommunications Services within the State of Florida.

Dear Sir/Madam:

Enclosed for filing are the original and twelve (12) copies of the above-referenced application of FaxNet Corporation.

Also enclosed is a Technologies Management, Inc. check in the amount of \$250 to cover the filing fee.

Please acknowledge receipt of this filing by returning, filed stamped, the extra copy of this letter in the self-addressed stamped envelope.

I may be reached at (407) 740-8575 with any questions, comments or correspondence regarding this application. Thank you for your assistance.

Sincerely,

Monique Byrnes
Consultant to FaxNet Corporation

cc: K. Cooper, FaxNet
file: FaxNet - FL
tms: FL97000

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward a copy of check to FAXNET with proof of deposit.

Initials of person who forwarded check:
A.G.

DOCUMENT NUMBER - DATE

03912 APR 17 97

FPSC-RECQRDS/REPORTING

FLORIDA PUBLIC SERVICE COMMISSION

DIVISION OF COMMUNICATIONS
BUREAU OF SERVICE EVALUATION

APPLICATION FORM
For

AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICE
WITHIN THE STATE OF FLORIDA

Instructions

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

**Florida Public Service Commission
Division of Communications
Bureau of Service Evaluation
2540 Shumard Oak Boulevard
Gunter Building
Tallahassee, Florida 32399-0850
(904) 413-6600**

- E. 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 Administration
2540 Shumard Oak Blvd.
Gunter Building
Tallahassee, Florida 32399-0850
(904) 413-6251**

FORM PSC/CMU 31 (11/95)
Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

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

- () **Facilities based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
- () **Operator Service Provider** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- () **Reseller** - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
- (XX) **Switchless rebiller** - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
- () **Multi-Location Discount Aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers. Then offers the resold service by enrolling unaffiliated customers.
- () **Prepaid Debit Card Provider** - any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

FORM PSC/CMU 31 (11/95)

Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

2. This is an application for:

- Original Authority (new company)
- Approval of transfer (to another certificated company)
- Approval of assignment of existing certificate (to a noncertificated company)
- Approval for transfer of control (To another certificated company.)

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

FaxNet Corporation

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

FaxNet Corporation

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

FaxNet Corporation
205 Portland Street
Boston, Massachusetts 02114

Telephone: (617) 557-4300
Facsimile: (617) 557-4301

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

None

7. Structure of organization:

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Corporation |
| <input checked="" type="checkbox"/> Foreign Corporation | <input type="checkbox"/> Foreign Partnership |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Other, _____ | |

8. If applicant is an individual or partnership, please give name, title and address of sole proprietor or partners.

Not applicable.

- (a) Provide proof of compliance with the foreign partnership statute (Chapter 620.169 FS), if applicable.
- (b) Indicate if the individual or any of the partners have previously been:
- (1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.
- (2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with the company, give reason why not.

9. If incorporated, please give:

- (a) Proof from the Florida Secretary of State that the applicant has authority to operate in Florida.

Corporate charter number: F97000001839.

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

C T Corporation System
1200 South Pine Island Road
Plantation, Florida 33324

- (c) Provide proof of compliance with the fictitious name statute (Chapter 865.09 FS), if applicable.

Fictitious name registration number: Not Applicable

(d) Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

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

No officer, director or stockholder of the Company has been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime. No officer, director or stockholder of the Company are involved in proceedings which may result in such action.

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

No officer, director, partner or stockholder of the Company is an officer, director or stockholder in any other Florida certificated telephone company.

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

- (a) The application:

Monique Byrnes
Consultant to FaxNet Corporation
Technologies Management, Inc.
P.O. Drawer 200
Winter Park, FL 32790-0200
(407) 740-8575
(FAX) 740-0613

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

Charles Evans
FaxNet Corporation
205 Portland Street
Boston, Massachusetts 02114
(617) 557-4300
(FAX) (617) 557-4301

(c) Tariff:

Monique Byrnes
Consultant to FaxNet Corporation
Technologies Management, Inc.
P.O. Drawer 200
Winter Park, FL 32790-0200
(407) 740-8575

(d) Complaints/Inquiries from customers:

Charles Evans
FaxNet Corporation
205 Portland Street
Boston, Massachusetts 02114
(617) 557-4300
(FAX) (617) 557-4301

11. List the states in which the applicant:

(a) Has operated as an interexchange carrier.

FaxNet currently operates in New Jersey.

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

New York

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

Massachusetts

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

None

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

None

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

None

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

- () Facilities () Operators
() Billing and Collection () Sales
() Maintenance
(X) Other: None anticipated at this time

13. Do you have a marketing program?

Yes

14. Will your marketing program:

Not Applicable

- () Pay commissions?
() Offer sales franchises?
() Offer multi-level sales incentives?
() Offer other sales incentives?

15. Explain any of the offers checked in question 14 (to whom, what amount, type of franchise, etc.).

Not Applicable

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

- | | |
|---|--|
| <input checked="" type="checkbox"/> Residential customers | <input checked="" type="checkbox"/> Business customers |
| <input type="checkbox"/> PATS providers | <input type="checkbox"/> PATS station end-users |
| <input type="checkbox"/> Hotels & motels | <input type="checkbox"/> Hotel & motel guests |
| <input type="checkbox"/> Universities | <input type="checkbox"/> Univ. dormitory residents |
| <input checked="" type="checkbox"/> Other: (specify) <u>Anyone who uses the Company's service</u> | |

17. Please provide the following (if applicable):

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

Yes, FaxNet's name will appear on the bill. FaxNet's Customer Service Department is staffed 8:00 am to 7:00 pm Eastern Standard Time (EST), Monday through Friday. The department may be reached by dialing toll-free 888-FAXNET7 or writing to FaxNet Corporation, Attn: Customer Service Department, 205 Portland Street, Boston, Massachusetts, 02114.

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

FaxNet will bill their Customers directly utilizing the billing services of Computer Resources Management located in San Antonio, Texas.

18. Please provide all available documentation demonstrating that the applicant has the following capabilities to provide interexchange telecommunications service in Florida.

A. Financial capability.

Regarding the showing of financial capability, the following applies:

The application should contain the applicant's financial statements for the most recent 3 years, including:

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

See Attachment III.

Further, a written explanation, which can include supporting documentation, regarding the following should be provided to show financial capability.

1. Please provide documentation that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.

2. Please provide documentation that the applicant has sufficient financial capability to maintain the requested service.

3. Please provide documentation that the applicant has sufficient financial capability to meet its lease or ownership obligations.

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.

If available, the financial statements should be audited financial statements.

If the applicant does not have audited financial statements, it shall be so stated. The unaudited financial statements should then be signed by the applicant's chief executive officer and chief financial officer. The signatures should affirm that the financial statements are true and correct.

B. Managerial capability.

See Attachment IV.

C. Technical capability.

As a reseller, Applicant relies on the technical expertise of its underlying carrier for maintenance of the network.

19. Please submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 (example enclosed).

See Attachment II.

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

MTS with distance sensitive per minute rates

- Method of access is FGA
- Method of access is FGB
- Method of access is FGD
- Method of access is 800

MTS with route specific rates per minute

- Method of access is FGA
- Method of access is FGB
- Method of access is FGD
- Method of access is 800

MTS with statewide flat rates per minute (i.e. not distance sensitive)

- Method of access is FGA
- Method of access is FGB
- Method of access is FGD
- Method of access is 800

MTS for pay telephone service providers.

Block of time calling plan (Reach Out Florida, Ring America, etc.)

800 Service (Toll free)

WATS type service (Bulk or volume discount)

- Method of access is via dedicated facilities
- Method of access is via switched facilities

Private line services (Channel Services)
(For ex. 1.544 mbps, DS-3, etc.)

Travel service

- Method of access is 950
- Method of access is 800

900 service

Operator Services

- Available to presubscribed customers
- Available to non presubscribed customers (for example, patrons of hotels, students in universities, patients in hospitals.
- Available to inmates

Services included are:

- Station assistance
- Person to person assistance
- Directory assistance
- Operator verify and interrupt
- Conference calling

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

For direct dialed calls: 1 + destination number

For 800 calls: 1+ subscriber's 800 telephone number

22. Other:

**** 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 its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** A non-refundable application fee of \$250.00 must be submitted with the application.
5. **RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange service.
7. **ACCURACY OF APPLICATION:** By my signature below, I the undersigned owner or officer of the named utility in the application, attest to the accuracy of the information contained in this application and associated attachments. I have read the foregoing and declare that to the best of my knowledge and belief, the information is a true and correct statement.

Further, I am aware that pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083".

UTILITY OFFICIAL: _____


Signature

4/8/97 Date

Keith W. Cooper

President

(617) 557-4300

FORM PSC/CMU 31 (11/95)
Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

APPENDICES:

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

ATTACHMENTS:

- I - AUTHORITY TO OPERATE IN FLORIDA
- II - PROPOSED TARIFF
- III - FINANCIAL STATEMENTS
- IV - MANAGERIAL AND TECHNICAL CAPABILITIES

**** APPENDIX A ****

CERTIFICATE OF TRANSFER STATEMENT

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

Not Applicable.

UTILITY OFFICIAL:

_____	_____
Signature	Date

_____	_____
Title	Telephone

**** APPENDIX B ****

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

A statement of how the Commission can be assured of the security of the customer's deposits and advance payments may be responded to in one of the following ways (applicant please check one):

- (X) **The applicant will not collect deposits nor will it collect payments for service more than one month in advance.**

- () **The applicant will file with the Commission and maintain a surety bond in an amount equal to the current balance of deposits and advance payments in excess of one month. (Bond must accompany application.)**

UTILITY OFFICIAL:


Signature

4/8/97
Date

Keith W. Cooper

President

(617) 557-4300

**** APPENDIX C ****

INTRASTATE NETWORK

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

1) None. 2)

3) 4)

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

1) None 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.**

	<u>POP-to-POP</u>	<u>TYPE</u>	<u>OWNERSHIP</u>
1)	None		

2)

3)

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

Statewide.

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

Not applicable.

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

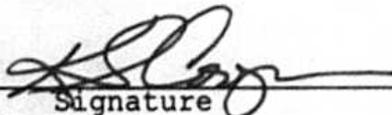
- (a) What services have been provided and when did these service begin?

Not applicable.

- (b) If the services are not currently offered, when were they discontinued?

Not applicable.

UTILITY OFFICIAL:


Signature

4/8/97
Date

Keith W. Cooper

President

(617) 557-4300

**** APPENDIX D ****

FLORIDA TELEPHONE EXCHANGES

AND

EAS ROUTES

Describe the service area in which you hold yourself out to provide service by telephone company exchange. If all services listed in your tariff are not offered at all locations, so indicate.

In an effort to assist you, attached is a list of major exchanges in Florida showing the small exchanges with which each has extended area service (EAS).

**** FLORIDA EAS FOR MAJOR EXCHANGES ****

<u>Extended Service Area</u>	<u>with</u>	<u>These Exchanges</u>
PENSACOLA:		Cantonment, Gulf Breeze, Pace, Milton Holley-Navarre.
PANAMA CITY:		Lynn Haven, Panama City Beach, Youngstown-Fountain and Tyndall AFB.
TALLAHASSEE:		Crawfordville, Havana, Monticello, Panacea, Sopchoppy and St. Marks.
GAINESVILLE:		Alachua, Archer, Brooker, Hawthorne, High Springs, Melrose, Micanopy, Newberry and Waldo.
OCALA:		Belleview, Citra, Dunnellon, Forest Lady Lake (B21), McIntosh, Iklawaha, Orange Springs, Salt Springs and Silver Springs Shores.
DAYTONA BEACH:		New Smyrna Beach.

FORM PSC/CMU 31 (11/95)
Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

TAMPA:	Central East North South West	None Plant City Zephyrhills Palmetto Clearwater
CLEARWATER:	St. Petersburg, Tampa-West and Tarpon Springs.	
ST. PETERSBURG:	Clearwater.	
LAKELAND:	Bartow, Mulberry, Plant City, Polk City and Winter Haven.	
ORLANDO:	Apopka, East Orange, Lake Buena Vista, Oviedo, Windermere, Winter Garden, Winter Park, Montverde, Reedy Creek, and Oviedo-Winter Springs.	
WINTER PARK:	Apopka, East Orange, Lake Buena Vista, Orlando, Oviedo, Sanford, Windermere, Winter Garden, Oviedo-Winter Springs, Reedy Creek, Geneva and Montverde.	
TITUSVILLE:	Cocoa and Cocoa Beach.	
COCOA:	Cocoa Beach, Eau Gallie, Melbourne and Titusville.	
MELBOURNE:	Cocoa, Cocoa Beach, Eau Gallie and Sebastian.	
SARASOTA:	Bradenton, Myakka and Venice.	
FT. MYERS:	Cape Coral, Ft. Myers Beach, North Cape Coral, North Ft. Myers, Pine Island, Lehigh Acres and Sanibel-Captiva Islands.	
NAPLES:	Marco Island and North Naples.	

WEST PALM BEACH:	Boynton Beach and Jupiter.
POMPANO BEACH:	Boca Raton, Coral Springs, Deerfield Beach and Ft. Lauderdale.
FT. LAUDERDALE:	Coral Springs, Deerfield Beach, Hollywood and Pompano Beach.
HOLLYWOOD:	Ft. Lauderdale and North Dade.
NORTH DADE:	Hollywood, Miami and Perrine.
MIAMI:	Homestead, North Dade and Perrine.

FaxNet Corporation intends to offer service throughout
the State of Florida.

ATTACHMENT I

AUTHORITY TO OPERATE IN FLORIDA



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

April 9, 1997

CT CORPORATION SYSTEM

Qualification documents for FAXNET CORPORATION were filed on April 9, 1997 and assigned document number F97000001839. 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.

A corporation annual 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 (904) 487-6091, the Foreign Qualification/Tax Lien Section.

Lee Rivers
Document Examiner
Division of Corporations

Letter Number: 297A00017922

APPLICATION FOR FOREIGN CORPORATION OR 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. FaxNet Corporation
(Name of corporation: must include the word "INCORPORATED", "COMPANY", "CORPORATION" or words or abbreviations of like import in language as will clearly indicate that it is a corporation instead of a natural person or partnership if not so contained in the name at present.)
2. Delaware
(State or country under the law of which it is incorporated)
3. 04-3278518
(FEI number, if applicable)
4. June 2, 1995
(Date of Incorporation)
5. perpetual
(Duration: Year corp. will cease to exist or "perpetual")
6. upon filing application
(Date first transacted business in Florida. (See sections 607.1501, 607.1502 and 817.156 F.S.))
7. 205 Portland Street
Boston, MA 02114
(Current mailing address)
8. Providing long-distance facsimile services.
(Purpose(s) of corporation authorized in home state or country to be carried out in the state of Florida)

9. Name and street address of Florida registered agent:

Name: C T CORPORATION SYSTEM

Office Address: c/o C T Corporation System, 1200 South Pine Island Road

Plantation, Florida, 33324
(Zip Code)

10. Registered agent 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.

C T CORPORATION SYSTEM

Caric Bryan
(Registered agent's signature) (Officer)

Caric Bryan, General & Co. Secretary
(Type Name and Title of Officer)

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 addresses of officers and/or directors:

A. DIRECTORS*

Director
~~XXXXXXXXXX~~ David Friend

Address: 205 Portland Street
Boston, MA 02114

Director
~~XXXXXXXXXX~~ Jeffry Flowers

Address: 205 Portland Street
Boston, MA 02114

Director: Stanley Eugell

Address: One Kendall Square
Cambridge, MA 02139

Director: Jeffrey Parker

Address: 176 Federal Street
Boston, MA 02110

B. OFFICERS*

*SEE ADDITIONAL DIRECTORS LISTED ON ATTACHED ADDENDUM.

President: Keith Cooper

Address: 205 Portland Street
Boston, MA 02114

Vice President: Jeffry Flowers

Address: 205 Portland Street
Boston, MA 02114

Secretary: David Friend

Address: 205 Portland Street
Boston, MA 02114

Treasurer: James Driscoll

Address: 205 Portland Street

Boston, MA 02114

***SEE ADDITIONAL OFFICERS LISTED ON ATTACHED ADDENDUM.**

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

13. 

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

14. Keith Cooper, President

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

FAXNET CORPORATION**ADDENDUM TO APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION
TO TRANSACT BUSINESS IN FLORIDA****ADDITIONAL OFFICERS AND DIRECTORS****DIRECTORS****BUSINESS ADDRESS**

Wayne Willis

22400 Shaker Boulevard
Shaker Heights, OH 44122

Robert Roeper

33 Broad Street
Boston, MA 02109

Keith Cooper

205 Portland Street
Boston, MA 02114**OFFICERS****BUSINESS ADDRESS**Assistant
Secretary:

Susan E. Pravda

Epstein Becker & Green,
P.C.
75 State Street
Boston, MA 02109

ATTACHMENT II

PROPOSED TARIFF

TITLE PAGE
FLORIDA TELECOMMUNICATIONS TARIFF
OF
FAXNET CORPORATION

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold telecommunication services provided by FaxNet Corporation with principal offices located at 205 Portland Street, Boston, Massachusetts 02114. This tariff applies for services furnished within the State of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

ISSUED: April 11, 1997

EFFECTIVE:

ISSUED BY: Keith W. Cooper, President
FaxNet Corporation
205 Portland Street
Boston, Massachusetts 02114

CHECK SHEET

This tariff sheets, listed below, are effective as of the date shown on each sheet. Original and revised pages as named below comprise all changes from the original tariff.

SHEET	REVISION		SHEET	REVISION
1	Original	*	28	Original
2	Original	*	29	Original
3	Original	*	30	Original
4	Original	*	31	Original
5	Original	*	32	Original
6	Original	*	33	Original
7	Original	*	34	Original
8	Original	*	35	Original
9	Original	*		
10	Original	*		
11	Original	*		
12	Original	*		
13	Original	*		
14	Original	*		
15	Original	*		
16	Original	*		
17	Original	*		
18	Original	*		
19	Original	*		
20	Original	*		
21	Original	*		
22	Original	*		
23	Original	*		
24	Original	*		
25	Original	*		
26	Original	*		
27	Original	*		

* - Indicates new or revised sheet with this filing

ISSUED: April 11, 1997

EFFECTIVE:

ISSUED BY: Keith W. Cooper, President
 FaxNet Corporation
 205 Portland Street
 Boston, Massachusetts 02114

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ISSUED: April 11, 1997

EFFECTIVE:

ISSUED BY: Keith W. Cooper, President
FaxNet Corporation
205 Portland Street
Boston, Massachusetts 02114

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (D)** - Delete or Discontinue
- (I)** - Change Resulting in an Increase to a Customer's Bill
- (M)** - Moved from another Tariff Location
- (N)** - New
- (R)** - Change Resulting in a Reduction to a Customer's Bill
- (T)** - Change in Text or Regulation but no Change in Rate or Charge.

When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the above mentioned symbols.

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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 sheet. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff pages in effect. Consult the check sheet for sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 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 FPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS

1.1 Abbreviations

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

C.O.	-	Central Office
Corp.	-	Corporation
FCC	-	Federal Communications Commission
FPSC	-	Florida Public Service Commission
IXC	-	Interexchange Carrier
LATA	-	Local Access and Transport Area
LEC	-	Local Exchange Carrier
MTS	-	Message Telecommunications Service
PBX	-	Private Branch Exchange

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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

1.2 Definitions

Access Line - An arrangement which connects the Customer's telephone to a FaxNet designated switching center or point of presence.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to utilize the Carrier's service.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

Commission - The Florida Public Service Commission.

Company or Carrier - FaxNet Corporation unless otherwise clearly indicated by the context.

Customer - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Equal Access - Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, Customers presubscribe their telephone line(s) to their preferred interLATA carrier.

FaxNet - FaxNet Corporation unless otherwise clearly indicated by the context.

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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

1.2 Definitions, (Cont'd.)

LEC - Local Exchange Company.

Personal Account Code - A numeric or alpha-numeric sequence which uniquely identifies a Customer's access to the Company's services.

Serving Wire Center - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

Subscriber - See Customer.

Switched Access Origination/Termination - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purposed of rating calls.

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SECTION 2.0 - RULES AND REGULATIONS

2.1 Undertaking of FaxNet Corporation

FaxNet is a resale common carrier providing intrastate outbound direct dialed (1+) services and inbound toll free service to Customers within the State of Florida.

FaxNet services and facilities are furnished for communications originating at specified points within the State of Florida under terms of this tariff.

FaxNet provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this tariff. FaxNet may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the FaxNet services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services is provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Applicability of Tariff

This tariff is applicable to telecommunications services provided by FaxNet within the state of Florida.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.3 Payment and Credit Regulations****2.3.1 Payment Arrangements**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company or its authorized agent any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Florida PSC. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this tariff.

2.3.2 Deposits

The Company does not require a deposit from the Customer or Subscriber.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.3 Payment and Credit Regulations, (Cont'd.)

2.3.3 Advance Payments

The Company does not collect Advance Payments from Customers or Subscribers.

2.3.4 Taxes

Company reserves the right to bill any and all applicable taxes in addition to normal long distance usage charges, including, but not limited to: Federal Excise Tax, State Sales Tax, Municipal Taxes, and Gross Receipts Tax. Unless otherwise specified in this tariff, such taxes will be itemized separately on Customer invoices.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.4 Refunds or Credits for Service Outages or Deficiencies****2.4.1 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer or Subscriber, or to the failure of channels, equipment and/or communications systems provided by the Customer or Subscriber, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer. Interruptions caused by Customer-provided, Subscriber-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via LEC access. For purposes of credit computation every month shall be considered to have 30 days. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than twenty-four hours. For message rated toll services, credits will be limited to, at maximum, the price of the initial period of individual call that was interrupted.

The Customer shall be credited for an interruption of one day (24 hours) or more at the rate of 1/30th of the monthly charge for the services affected for each day that the interruption continues.

Credit Formula:

$$\text{Credit} = A/30 \times B$$

A = outage time in days

B = total monthly charge for affected service.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.4 Refunds or Credits for Service Outages or Deficiencies, (Cont'd.)****2.4.2 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.4.3 Liability

- A. The liability of the Company for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.

- B. The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

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

2.4.3 Liability (cont'd.)

- C. The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this tariff, or (ii) for connecting, combining, or adapting Company's facilities with Customer's or Subscriber's apparatus or systems, or (iii) for any act or omission of the Customer or Subscriber, or (iv) for any personal injury or death of any person, or for any loss of or damage to Subscriber's or Customer's premises or any other property, whether owned by Customer, Subscriber or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.

- D. The Company will provide credit on charges disputed by Customer in writing that are verified as incorrect by Company. If objection in writing is not received by Company within a reasonable period of time after bill is rendered (as determined by current law and regulatory policy), the account shall be deemed correct and binding upon the Customer.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.5 Minimum Service Period

The minimum service period is one month (30 days).

2.6 Cancellation by Customer

Unless otherwise specified elsewhere in this tariff or by mutually accepted contract between the Customer and the Company, service may be canceled by the Subscriber or Customer on not less than 30 days prior written notice to the Company.

2.7 Refusal or Discontinuance by Company

2.7.1 Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges when the Company deems it necessary to take such action to prevent unlawful use of its service. FaxNet will restore services as soon as it can be provided without undue risk.

2.7.2 FaxNet may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given 15 days notice to comply with any rule or remedy any deficiency:

- A. For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- B. For use of telephone service for any purpose other than that described in the application.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.7 Refusal or Discontinuance by Company, (Cont'd.)

2.7.2 (cont'd.)

- C. For neglect or refusal to provide reasonable access to FaxNet or its agents for the purpose of inspection and maintenance of equipment owned by FaxNet or its agents.
- D. For noncompliance with or violation of Commission regulation or FaxNet's rules and regulations on file with the Commission, provided five (5) working days' written notice is given before termination.
- E. For nonpayment of bills, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases. Such notice will be provided in a mailing separate from the Customer's regular monthly bill for service.
- F. Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect FaxNet's equipment or service to others.
- G. Without notice in the event of tampering with the equipment or services owned by FaxNet or its agents.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.7 Refusal or Discontinuance by Company, (Cont'd.)

2.7.2 (cont'd.)

- H. Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, FaxNet may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

- I. Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.8 Limitations of Service

- 2.8.1** Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.8.2** FaxNet reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of law.
- 2.8.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.8.4** FaxNet reserves the right to discontinue the offering of service or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.9 Use of Service

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

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.10 Employee Concessions**

[Reserved for Future Use]

2.11 Terminal Equipment

Company's facilities and service may be used with or terminated in Customer-provided or Subscriber-provided terminal equipment or systems, such as PBXs, key systems, multiplexers, repeaters, signaling sets, teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the Customer or Subscriber, except as otherwise provided. Subscriber or Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Company's service.

2.12 Applicable Law

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

2.13 Cost of Collection and Repair

Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. The Customer or the Subscriber is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

2.14 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for winner of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time the Company may waive all processing fees for a Customer.

These promotions will be approved by the FPSC with specific starting and ending dates with promotions running under no circumstances longer than 90 days in any twelve month period.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.15 Toll Free Services

- 2.15.1** The Company will make every effort to reserve 800/888 toll free vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available.
- 2.15.2** The Company will participate in porting 800/888 numbers only if the account balance is zero and all charges incurred as a result of the toll free number have been paid.
- 2.15.3** 800/888 numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor Customer requests for a change in Resp. Org. or 800/888 service provider for 800/888 numbers dedicated to the sole use of that single Customer.
- 2.15.4** If a Customer who has received a toll free number does not subscribe to 800/888 service within ninety (90) days, the Company reserves the right to make the assigned number available for use by another Customer.

2.16 Other Rules

- 2.16.1** FaxNet reserves the right to validate the credit worthiness of Customers or Authorized Users through available verification procedures.
- 2.16.2** The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers or Customers as required to meet changing regulations, rules or standards of the FPSC.

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SECTION 3.0 - DESCRIPTION OF SERVICE**3.1 General**

FaxNet provides direct dialed (1+) service and inbound 800 service for communications originating and terminating within the State of Florida under terms of this tariff. Operator Services are not furnished by FaxNet. Operator Services will be provided and billed by the Company's underlying carrier at rates as described in the underlying carrier's tariff on file with the Florida Public Service Commission.

3.2 Quality and Grade of Service Offered

Minimum Call Completion Rate - Customers can expect a call completion rate of not less than 90% during peak use periods for Feature Group D 1+ dialing. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

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SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**3.3 Calculation of Distance**

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

The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the "V" and "H" coordinates found in BellCore's V&H Tape and NECA FCC Tariff No. 4.

- Step 1 - Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.
- Step 2 - Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates.
- Step 3 - Square the differences obtained in Step 2.
- Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)

3.3 Calculation of Distance, (Cont'd.)

EXAMPLE: Distance between Miami and New York City -

	V	H
Miami:	8,351	529
New York:	<u>4,997</u>	<u>1,406</u>
Difference:	3,354	-877
Square and add:	11,249,316 + 769,129 = 12,018,445	
Divide by 10:	12,018,445 / 10 = 1,201,844.5	
Round up:	1,201,845	
Take square root:	$\sqrt{1,201,845} = 1,096.3$	
Round up:	1,097 miles	

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SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**3.4 Timing of Calls**

Billing for calls placed over the FaxNet network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- 3.4.1 Call timing begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.4.2 Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.2.3 Minimum call duration periods for billing purposes vary by service option and are specified in Section 4 of this tariff.
- 3.2.4 For billing purposes, usage after the initial period varies by service and is specified in Section 4 of this tariff.
- 3.2.5 The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, FaxNet will, after review of the appropriate records, issue credit for the call if reasonable proof or justification for the credit exists.
- 3.2.6 Should a call originate in one rate period and terminate in another rate period the entire call will be billed by the rates in effect at the time of connection based on the originating rate period.

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SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)

3.5 Rate Periods

Unless otherwise specified in this tariff, the following rate periods apply to all services subject to time of day discounts:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	PEAK PERIOD						
5:00 PM TO 11:00 PM*	OFF-PEAK PERIOD						
11:00 PM TO 8:00 AM*							

* Up to but not including.

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SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**3.5 Switched Outbound 1+ Service**

FaxNet Switched Outbound 1+ Service is available to business and residential Customers for outbound calling via Customer-provided local exchange company switched access. The minimum call duration for billing purposes is thirty (30) seconds. Additional usage is measured in six (6) second increments for billing purposes. Rates are not mileage sensitive. Volume discounts may apply.

3.6 Switched Inbound 800/888 Service

FaxNet Switched 800/888 Service is available to business and residential subscribers for incoming calls. Calls originate from any interstate or intrastate location over an 800/888 number and terminate to a Customer-provided residential or business switched access line. Call charges are billed to the Subscriber rather than to the originating caller. Calls are billed in six (6) second increments with a minimum billing period of thirty (30) seconds. Volume discounts may apply.

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SECTION 4.0 - RATES

4.1 General

Each Customer is charged individually for each call placed through the Company. Charges may vary by service offering, mileage band, class of call, time of day, day of week and/or all duration.

Customers are billed based on their use of FaxNet Corporation's services and network. No installation charges apply.

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SECTION 4.0 - RATES, (CONT'D.)**4.2 Exemptions and Special Rates****4.2.1 Discounts for Hearing Impaired Customers**

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. Discounts do not apply to surcharges or per call add-on charges when the call is placed by a method that would normally incur the surcharge.

- A. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and the night/weekend rate during the evening rate period.
- B. The credit to be given on a subsequent bill for such calls placed by TDDs with the assistance of the relay center will be equal to 50% of the rate for the applicable rate period. If either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted at 60% of the applicable rate.

4.2.2 Emergency Call Exemptions

The following calls are exempted from all charges: Emergency calls to recognizable authorized civil agencies including police, fire, ambulance, bomb squad and poison control. FaxNet Corporation will only handle these calls if the caller dials all of the digits to route and bill the call. Credit will be given for any billed charges pursuant to this exemption on a subsequent bill after verified notification by the billed Customer within thirty (30) days of billing.

ISSUED: April 11, 1997**EFFECTIVE:**

ISSUED BY: Keith W. Cooper, President
FaxNet Corporation
205 Portland Street
Boston, Massachusetts 02114

SECTION 4.0 - RATES, (CONT'D.)

4.2 Exemptions and Special Rates, (Cont'd.)

4.2.3 Operator Assistance for Handicapped Persons

Operator station surcharges will be waived for operator assistance to a caller who identified him or herself as being handicapped and unable to dial the call because of the handicap.

4.2.4 Directory Assistance Charges for Handicapped Persons

Presubscribed residential Customers or authorized users of Customers' services who are certified as handicapped are exempt from applicable Directory Assistance charges for the first 50 directory assistance calls per month.

4.3 Late Payment Charge

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

4.4 Return Check Charge

A return check charge of \$15.00 or 5% of the balance due (whichever is greater) will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company) and pursuant to Florida law and FPSC regulations.

ISSUED: April 11, 1997

EFFECTIVE:

ISSUED BY: Keith W. Cooper, President
FaxNet Corporation
205 Portland Street
Boston, Massachusetts 02114

SECTION 4.0 - RATES, (CONT'D.)**4.5 Switched Outbound 1+ Service**

FaxNet Switched Outbound 1+ Service is available to business and residential Customers for outbound calling via Customer-provided local exchange company switched access. The minimum call duration for billing purposes is thirty (30) seconds. Additional usage is measured in six (6) second increments for billing purposes. Rates are not mileage sensitive. Volume discounts may apply.

USAGE CHARGES:

All Mileage Bands/All Times of Day: \$0.1495/Per Minute

VOLUME DISCOUNTS:

MONTHLY USAGE	DISCOUNT
\$ 0 - \$ 100	0.0%
\$ 101 - \$ 250	2.5%
\$ 251 - \$ 500	5.0%
\$ 501 - \$1,000	7.5%
\$1,001+	10.0%

ISSUED: April 11, 1997**EFFECTIVE:**

ISSUED BY: Keith W. Cooper, President
FaxNet Corporation
205 Portland Street
Boston, Massachusetts 02114

SECTION 4.0 - RATES, (CONT'D.)**4.6 Switched Inbound 800/888 Service**

FaxNet Switched 800/888 Service is available to business and residential subscribers for incoming calls. Calls originate from any interstate or intrastate location over an 800/888 number and terminate to a Customer-provided residential or business switched access line. Call charges are billed to the Subscriber rather than to the originating caller. Calls are billed in six (6) second increments with a minimum billing period of thirty (30) seconds. Volume discounts may apply.

USAGE CHARGES:

All Mileage Bands/All Times of Day: \$0.1495/Per Minute

VOLUME DISCOUNTS:

MONTHLY USAGE	DISCOUNT
\$ 0 - \$ 100	0.0%
\$ 101 - \$ 250	2.5%
\$ 251 - \$ 500	5.0%
\$ 501 - \$1,000	7.5%
\$1,001+	10.0%

ISSUED: April 11, 1997**EFFECTIVE:**

ISSUED BY: Keith W. Cooper, President
FaxNet Corporation
205 Portland Street
Boston, Massachusetts 02114

SECTION 5.0 - PROMOTIONS**5.1 General**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area. The Company shall file promotions with the Department for tariff approval prior to offering service at promotional rates.

5.2 Demonstration of Service

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed three (3) months. Demonstration of service and the type and duration of service provided will be at the Company's discretion

ISSUED: April 11, 1997**EFFECTIVE:**

ISSUED BY: Keith W. Cooper, President
FaxNet Corporation
205 Portland Street
Boston, Massachusetts 02114

ATTACHMENT III

FINANCIAL STATEMENTS

FaxNet Corporation

Financial Capability

1. Please provide documentation that the Applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
2. Please provide documentation that the Applicant has sufficient financial capability to maintain the requested service.
3. Please provide documentation that the Applicant has sufficient financial capability to meet its lease or ownership obligations.

FaxNet Corporation ("FaxNet") provides its balance sheet and projected income statement as evidence of its financial stability and capability to offer, provide and maintain the services described in its application and tariff.

The Company proposes to operate as a switchless reseller in the state. As a result, there are no additional capital requirements or expenses that will be incurred by FaxNet when expanded operations to the State of Florida. All network switching and transmission is provided by the Company's underlying carrier.

FaxNet does not intend to lease or own any offices in Florida. The Company's primary ongoing expense will be the payment of commissions to sales personnel, which does not occur until the company has received payment from its customers.

FaxNet

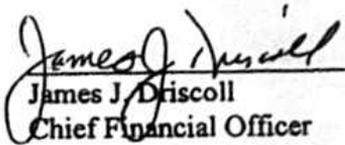
FaxNet Corporation
205 Portland Street
Boston, MA 02114

Phone 617 557 4300
Fax 617 557 4301

April 7, 1997

To whom it may concern:

These statements are Unaudited (Audit in process). I certify, to the best of my knowledge, that the financials fairly represent the financial condition of the company as of the statement dates.


James J. Driscoll
Chief Financial Officer

FaxNet Corporation
Income Statement
(Unaudited)
Twelve Months Ending December 31, 1996

	Y-T-D Actual
Revenues	25,536
Cost of Services	343,698
Gross Profit	<u><318,162></u>
Operating Expenses:	
Sales & Marketing	671,311
Research & development	443,190
General & Administrative	759,394
Operations	105,938
Total Operating Expenses	<u>1,979,833</u>
Income (Loss) from Operations:	<u><2,297,995></u>
Other Income (Expense):	
Other expense	<u><21,172></u>
Other income	118,185
Total Other Income(Expense)	<u>97,013</u>
Income (Loss) Before Taxes	<u><2,200,982></u>
Income Taxes	521
Net Income (Loss)	<u><2,201,503></u>

FaxNet Corporation
Balance Sheet
(Unaudited)
December 31, 1996

	Current Actual	Current Budget	Variance
ASSETS			
Current Assets			
Cash & cash equivalents	2,285,317		
Accounts receivable	42,740		
Prepaid expenses	134,220		
Total Current Assets	<u>2,462,277</u>		
Property and Equipment			
Property and Equipment	649,602		
Accumulated Depreciation	<213,733>		
Total Property and Equipment	<u>435,869</u>		
Other Assets			
Other Assets	5,147		
Total Other Assets	<u>5,147</u>		
Total Assets	<u><u>2,903,293</u></u>		
LIABILITIES AND CAPITAL			
Current Liabilities			
Accounts payable	360,878		
Accrued expenses	241,827		
Accrued payroll & taxes	42,363		
Current debt & lease obligation	0		
Total Current Liabilities	<u>645,068</u>		
Long-Term Liabilities			
Capital lease obligation	133,757		
L/T debt	0		
Total Long-Term Liabilities	<u>133,757</u>		
Total Liabilities	<u>778,825</u>		
Stockholders' equity (deficit)			
Preferred stock	4,367,515		
Common stock	105		
Add'l paid-in-capital	570		
Ret'd earnings (deficit)	<2,243,721>		
Total Capital	<u>2,124,469</u>		
Total Liabilities & Capital	<u><u>2,903,294</u></u>		

Confidential - For Management Purposes Only

April 7, 1997

ATTACHMENT IV

MANAGERIAL AND TECHNICAL CAPABILITIES

FaxNet Corporation

MANAGERIAL AND TECHNICAL CAPABILITIES

David Friend, Chairman and CEO

Mr. Friend is Chairman and Chief Executive Officer of FaxNet Corporation and in that capacity is responsible for the strategic direction of the company. As founder of FaxNet, Mr. Friend's entrepreneurial experiences in high technology industries has proven invaluable.

Prior to founding FaxNet, Mr. Friend was the Chairman and co-founder of Pilot Software, Inc., a \$50 million software company in Cambridge, Massachusetts which pioneered commercial Executive Information Systems and database management software products. Pilot Software, Inc. was sold to Dun & Bradstreet Corp. in 1994.

Prior work experience includes Chairman and founder of Computer Pictures, Corp. a microcomputer software company which integrated data and graphics for business analysis, sold to Cullinet Corp (1983) and President of ARP Instruments an audio hardware manufacturer later sold to CBS, Inc. (1979).

Mr. Friend is a graduate of Yale University and a David Sarnoff Fellow at the Princeton University Graduate School of Engineering.

Keith W. Cooper, President & Chief Operating Officer

Keith Cooper is President and Chief Operating Officer of FaxNet Corporation and is responsible to daily operations of the business.

Prior to joining FaxNet, Mr. Cooper was Senior Vice President and General Manager at Trans National Communications, Inc., a subsidiary of Trans National Group, Inc., Boston. His track record for managing company growth is evident in the success of TNC. Under Mr. Cooper's management the company grew from startup to \$25 million in revenues with greater than 10% profits within two years.

Mr. Cooper was a consultant with The Boston Consulting Group ("BCG") prior to his work with TNC. At BCG Mr. Cooper designed a business planning process for a regional Bell Operating Company. Additional work experience includes Vice President - Financial Institutions for Canadian Imperial Bank of Commerce in New York.

Mr. Cooper holds a BA from Harvard University and an MBA from the Harvard Business School.

FaxNet Corporation

MANAGERIAL AND TECHNICAL CAPABILITIES, CONT'D.

Jeffrey C. Flowers, Vice President - Engineering

Mr. Flowers is Vice President - Engineering for FaxNet and holds a BS and MS in Information and Computer Science from Georgia Institute of Technology.

Mr. Flowers has extensive background in technology companies. Prior to joining FaxNet, Mr. Flowers was Vice President - Development at ON Technology, a \$30 million groupware and utilities software company in Cambridge, Massachusetts. ON went public in 1995. Prior to joining ON, Mr. Flowers was Executive Vice President - Engineering at Pilot Software, which he co-founded with Mr. Friend and before that he was Vice President - Engineering at Computer Pictures Corp. After the sale of Computer Pictures to Cullinet Corp., Mr. Flowers became Director of Engineering - Microcomputer Products, for Cullinet. Before joining Computer Pictures, Mr. Flowers was a Group Product Manager and Manager of Operating Systems Development for Prime Computer Corp. where he was responsible for the development of the PRIMOS operating system, network and database software.