

Strategic Alliances with Nortel, Re/Com, DTI, Cisco & Ascend  
2494 Bayshore Blvd., Suite 204, Dunedin, FL 34694

**ISG-Telecom  
Consultants**

A DIVISION OF  
STARMIST COMMUNICATIONS  
VIA OVERNIGHT DELIVERY

January 26, 1999

Florida Public Service Commission  
Division of Communications  
Certification and Compliance Section  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0866

990099-TI

RE: Atlantic.Net Broadband, Inc. -Application of Original Authority

Dear Sir or Madam:

Enclosed are an original and twelve (12) copies of Atlantic.Net Broadband, Inc.'s Application for Original Authority to Provide Interexchange Telecommunications Services within the State of Florida, including the \$250.00 filing fee. This application is filed in accordance with Chapter 25-24, Section 25-24.471, Rules of the Florida Public Service Commission.

Pursuant to Rule 25-22.006(5)(a), also enclosed is Atlantic.Net Broadband's Motion for Protective Order for the company's financial statements, which are filed under protective seal, accordingly.

Please acknowledge receipt of this filing by file-stamping and returning the extra copy of the first page of the Application in the self-addressed, stamped envelope provided for this purpose.

Questions concerning this filing may be directed to me.

Sincerely,

Joseph Isaacs  
President  
ISG-Telecom Consultants

Check received with filing and  
for motion to file under deposit.  
Please send a copy of check  
to us for the proof of deposit.

Initials of person who forwarded check:  
JI

DOCUMENT NUMBER - DATE  
01089 JAN 27 99  
FISC-RECORDS/REPORTING

JI/bf  
Phone: (727) 738-5553 Facsimile: (727) 738-5554 E-Mail: info@isg-telecom.com www.isg-telecom.com

ISP to ISP/CLEC Turn-Key Solutions, REIT to REIT/CLEC Turn-Key Solutions, Business Case Models,  
Tariffs, Interconnect Agreements, Equipment Selection & Deployments, VoIP Networks,  
Full Back-Office Implementations, Leasing and Telecom Infrastructure Funding

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STARMIST COMMUNICATIONS  
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DEPOSIT                      DATE  
**D071**                      JAN 27 1999

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2540 Shumard Oak Boulevard  
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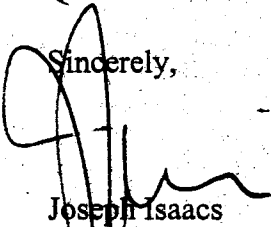
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Tariffs, Interconnect Agreements, Equipment Selection & Deployments, VoIP Networks,  
Full Back-Office Implementations, Leasing and Telecom Infrastructure Funding

BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF FLORIDA

In the Matter of the Application )  
of Atlantic.Net Broadband, Inc. )  
for Original Authority to Provide ) No. \_\_\_\_\_  
Interexchange Telecommunications )  
Services Within the State of Florida )

**APPLICATION FOR AUTHORITY**

Atlantic.Net Broadband, Inc. ("Applicant"), pursuant to Chapter 25-24, Section 25-24.471, Rules of the Florida Public Service Commission, hereby files an Application for Original Authority to Provide Interexchange Telecommunications Services within the State of Florida ("Application") with the Florida Public Service Commission ("Commission"). In support of its Application, Applicant provides the following information in accordance with Florida Public Service Commission Form PSC/CMU 31 (12/96):

1 and 2. Applicant requests Original Authority to operate as an interexchange telecommunications company providing a variety of inbound and outbound long-distance telecommunications services within the State of Florida, including "1 plus" long-distance message telecommunications service, calling card services and alternative operator services.

3. Applicant's legal name is Atlantic.Net Broadband, Inc.

4. Applicant will be doing business as Atlantic.Net Broadband, Inc.

5 and 6. Information concerning Applicant's national and Florida office is as follows:

2815 Northwest 13th Street, Suite 201  
Gainesville, Florida 32609

Telephone: 352.375.2912  
Facsimile: 352.375.2702

DOCUMENT NUMBER-DATE

01089 JAN 27 88

FISCAL REPORTS/REPORTING

7. Applicant is a privately-held corporation incorporated under the laws of the State of Florida on October 14, 1998. Applicant's Articles of Incorporation are submitted as

**Exhibit A.**

8. Not applicable. Applicant is not an individual, partnership, or joint venture.

9. (a) Applicant's corporate charter number is P98000087925. See attached

**Exhibit B.**

(b) The name and address of the Applicant's Florida registered agent are:

(c) Not applicable. Applicant is not operating under a fictitious name.

(d)(1) No officers, directors or any of the ten largest shareholders have been adjudged bankrupt, mentally incompetent or found guilty of a felony or of any crime. No proceedings are pending against any officers, directors or shareholders that may result in such a finding.

(d)(2) Applicant's officers and directors have not previously been involved in a Florida certificated telephone company.

10. (a and c) Correspondence and communications concerning this Application and Tariff should be directed to Applicant's regulatory consultant:

Ms. Tamra Burgwardt  
c/o ISG-Telecom Consulting, Int'l.  
2494 Bayshore Blvd., Suite 204  
Dunedin, Florida 34698

Telephone: 727.738.5553  
Facsimile: 727.738.5554  
Email: burgwardt@isg-telecom.com

(b) The official point of contact for ongoing operations of the Applicant is:

Justin Sanford  
Atlantic.Net Broadband, inc.  
2815 NW 13<sup>th</sup> Street, Suite 201  
Gainesville, Florida 32609  
352.375.2912  
352.375.2702

(d) Customer complaints/inquiries should be directed to Applicant's customer service department via a toll-free number.

11. (a through c) Applicant is not providing and has not applied for interexchange authority in any other state.

(d) Applicant has not been denied certification in any state.

(e) No penalties have been imposed against the Applicant in any state.

(f) Applicant has not been involved in any civil court proceeding with any other telecommunications entity.

12. Applicant will not offer services to other certificated telephone companies.

13 and 14. Applicant plans to market its services primarily through direct mail and internet advertising. Applicant will not engage in multi-level marketing.

14 and 15. Applicant's sales staff will be compensated as employees, and any independent agents will market Applicant's services for a standard commission.

16. With the exception of prepaid calling card services, all customers will receive bills for Applicant's services. Applicant will only solicit its services to business and residential customers.

17. (a) Applicant's name will appear on its billing materials.

(b) Applicant's billing will be prepared in-house and billed by the incumbent local exchange carriers.

18. A. Financial Capability. As proof that Applicant has the requisite financial ability to offer alternative local exchange services in the State of Florida, the unaudited income statement and balance sheet of Applicant's parent organization, Internet Connect Company, are attached as **Exhibit C**. These documents are verified correct by Applicant's Director of Operations and are presented in lieu of audited financial statements. As a start-up venture, Applicant requests that the Commission accept the financial statements of its parent company. Additionally, as the nature of these documents is highly confidential and of potential benefit to Applicant's competitors, pursuant to Applicant's attached Motion for Protective Order, these documents are submitted under protective seal.

B. Managerial Capability. Applicant's officers have been directly responsible for Applicant's success as an internet service provider. A summary of the management experience of Applicant's senior officers is attached as **Exhibit D**.

C. Technical Capability. As indicated in **Exhibit D**, Applicant's officers have experience in both telecommunications and internet services. Accordingly, Applicant believes it has the necessary technical ability to provide interexchange telecommunications services, including "1 plus," calling card and alternative operator services. As a reseller of interexchange services, Applicant will rely primarily on the technical ability of its underlying carriers.

19. Applicant's proposed tariff is attached hereto as **Exhibit E**.

20. Applicant is a value-added, facilities-based provider of resold interexchange telecommunications services. Applicant proposes to provide resold inbound and outbound interexchange telecommunications services for the direct transmission and reception of voice and data between locations throughout the State of Florida, including "1 plus" long-distance message

telecommunications service and calling card services. Applicant will offer message telecommunications at both distance sensitive per minute rates and flat per minute rates for qualified customers. Applicant also will offer alternative operator services, including, station assistance, person to person assistance, directory assistance and conference calling.

All of Applicant's services will be available to subscribers twenty-four hours per day, seven days per week, at rates, terms and conditions established by Applicant. Applicant assumes full responsibility for marketing and sales, billing and customer service functions. Applicant seeks to provide long-distance services at rates that are competitive with those of other interexchange carriers providing interexchange service in the State of Florida. Rates, terms and conditions pertaining to Applicant's service appear in Applicant's tariff at **Exhibit E**.

21. For "1 plus" long distance services, customers dial "1" plus the number to be called in order to complete a call. For calling card services, the caller dials a toll-free number followed by the number to be called and the appropriate personal identification number. For operator services, the caller dials "0" to be connected to an operator.

22. Commission approval of the instant Application will enable Applicant to offer the following long-term benefits to the public:

- (a) greater value to subscribers through lower-priced, better quality services;
- (b) innovative telecommunications services,;
- (c) increased consumer choice in telecommunications service and alternative billing options;





Applicant's Regulatory Consultants:

Ms. Tamra Jo Burgwardt  
% ISG-Telecom Consultants, Int'l.  
2494 Bayshore Blvd., Suite 204  
Dunedin, Florida 34698  
Phone: 727.738.5553  
Fax: 727.738.5554  
Email: burgwardt@isg-telecom.com

APPLICANT ACKNOWLEDGMENT STATEMENT

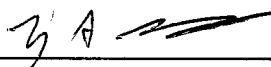
1. REGULATORY ASSESSMENT FEE: I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment of \$50.00 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 telephone service.
6. ACCURACY OF APPLICATION: By my signature below, I the undersigned owner or officer of the named utility in the application, attest to the accuracy of the information contained in this application and associated attachments. I have read the foregoing and declare that to the best of my knowledge and belief, the information is a true and correct statement.

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

Respectfully submitted this 20 day of Jan, 1998.

Atlantic.Net Broadband, Inc.

By:

  
\_\_\_\_\_  
Manoj Puranik  
President/Chief Executive Officer  
2815 Northwest 13th Street, Suite 201  
Gainesville, Florida 32609

Telephone: 352.375.2912  
Facsimile: 352.375.2702

BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF FLORIDA

In the Matter of the Application )  
of Atlantic.Net Broadband, Inc. )  
for Original Authority to Provide ) No. \_\_\_\_\_  
Interexchange Telecommunications )  
Services Within the State of Florida )

**LIST OF EXHIBITS AND APPENDICES**

EXHIBIT A	ARTICLES OF INCORPORATION
EXHIBIT B	CERTIFICATE OF AUTHORITY
EXHIBIT C	FINANCIAL STATEMENTS
EXHIBIT D	MANAGEMENT EXPERIENCE
EXHIBIT E	PROPOSED TARIFF
APPENDIX A	CERTIFICATE TRANSFER STATEMENT
APPENDIX B	CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
APPENDIX C	INTRASTATE NETWORK
APPENDIX D	FLORIDA TELEPHONE EXCHANGES

**EXHIBIT A**

**ARTICLES OF INCORPORATION**  
(Attached)

**EXHIBIT B**

**CERTIFICATE OF AUTHORITY**  
(Attached)

ARTICLES OF INCORPORATION  
OF  
ATLANTIC.NET BROADBAND, INC.

We, the undersigned incorporators, hereby make, subscribe, acknowledge and file with the Secretary of State of Florida, these Articles of Incorporation for the purpose of forming a corporation for profit in accordance with the laws of the State of Florida, Chapter 607.

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
98 OCT 14 PM 2:09

ARTICLE I

Name

The name of the corporation shall be ATLANTIC.NET BROADBAND, INC.

ARTICLE II

Nature of Business

The nature of the business to be transacted by this corporation is:

To engage in any activity or business permitted under the laws of the United States of America and of the State of Florida.

ARTICLE III

Capital Stock

The total number of shares of capital stock authorized to be issued by the corporation shall be one thousand (1000) shares having no par value common. All stock when issued shall be non-assessable.

ARTICLE IV

Capital to Begin Business

The amount of capital with which this corporation will begin business will be Five Hundred and 00/100 Dollars (\$500.00).

ARTICLE V

Existence of Corporation

This corporation shall have perpetual existence.

ARTICLE VI

Beginning of Corporate Existence

The date corporate existence shall begin shall be October 15, 1998.

ARTICLE VII

Management by Stockholders

The business of this corporation shall be managed by its stockholders rather than a Board of Directors. In the management of the business of the corporation, the act of the stockholders representing a majority of the outstanding shares of the corporation entitled to vote, represented in person or by proxy, shall be the act of the stockholders. Each stockholder shall be entitled to vote in person or by proxy, for each share of voting stock held by him. A majority of the outstanding shares of the corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at any meeting of the stockholders for the management of the corporation.

ARTICLE VIII

Principal Office

The initial street address of the principal office of this corporation shall be 2815 NW 13th Street, #201, GAINESVILLE, FL 32609.

ARTICLE IX

Subscriber

The name and address of the subscriber to these Articles of Incorporation is:

Manoj Puranik  
2815 NW 13th Street, #201  
Gainesville, FL 32607

Jose Sanchez  
2815 NW 13th Street, #201  
Gainesville, FL 32609

ARTICLE X

Registered Agent and Office

The name and address of the Registered Agent and Registered Office to accept service of process within the State is:

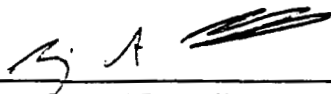
Manoj Puranik  
2815 NW 13th Street, #201  
Gainesville, FL 32609

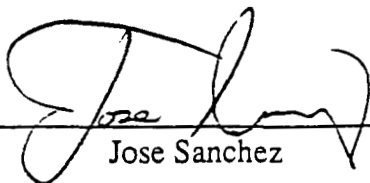
ARTICLE XI

Amendments

These Articles of Incorporation may be amended in the manner provided by law. Every amendment shall be approved at a Stockholders meeting by a majority of the stock entitled to vote.

IN WITNESS WHEREOF, the undersigned, has executed these Articles of Incorporation for the uses and purposes therein stated this 20<sup>th</sup> day of September, 1998.

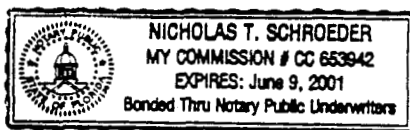
  
\_\_\_\_\_  
Manoj Puranik

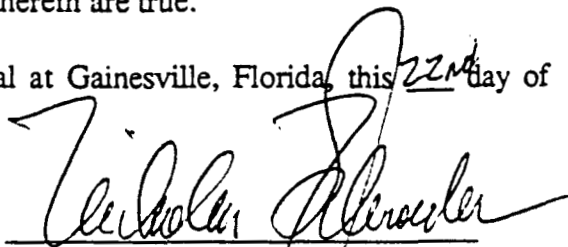
  
\_\_\_\_\_  
Jose Sanchez

STATE OF FLORIDA  
COUNTY OF ALACHUA

Personally appeared before me, the undersigned authority, Manoj Puranik, being well known (Identified by his Florida Drivers License) and did take an oath, acknowledged before me that he is a party to the foregoing Articles of Incorporation, and further acknowledges the Articles of Incorporation to be his free act and deed as the Signer thereof, and that the facts stated therein are true.

WITNESS, my hand and official seal at Gainesville, Florida, this 22nd day of September, 1998.

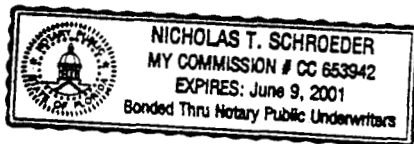


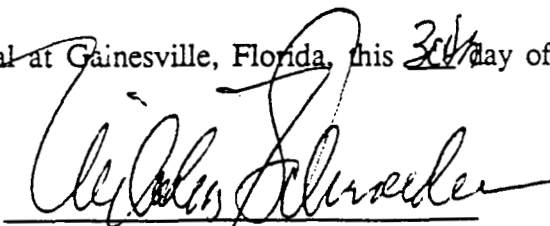
  
\_\_\_\_\_  
Notary Public  
My commission expires:

STATE OF FLORIDA  
COUNTY OF ALACHUA

Personally appeared before me, the undersigned authority, Jose Sanchez, being well known (Identified by his Florida Drivers License) and did take an oath, acknowledged before me that he is a party to the foregoing Articles of Incorporation, and further acknowledges the Articles of Incorporation to be his free act and deed as the Signer thereof, and that the facts stated therein are true.

WITNESS, my hand and official seal at Gainesville, Florida, this 30th day of September, 1998.



  
\_\_\_\_\_  
Notary Public  
My commission expires:



## **EXHIBIT C**

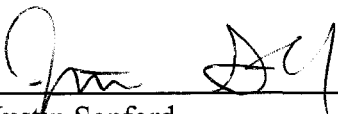
### **FINANCIAL STATEMENTS**

Applicant's verified financial statements are attached hereto. Applicant considers its financial statements to be proprietary and confidential. The data contained in these documents reveal the size, nature and scope of Applicant's business and financial operations to competitors and potential competitors. Therefore, pursuant to Applicant's Motion for Protective Order, Applicant requests that the Commission treat Applicant's financial statements as proprietary, to maintain the confidentiality of the data contained therein. Applicant's financial statements are submitted under protective seal, accordingly.

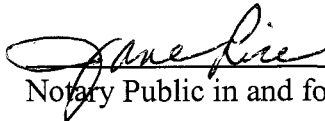
VERIFICATION OF FINANCIAL STATEMENTS

STATE OF FLORIDA            )  
  )    ss.  
COUNTY OF ALACHUA        )

I, Justin Sanford, being first duly sworn and deposed, state that I am Director of Operations for Atlantic.Net Broadband, Inc., the Applicant in this matter, and am authorized to make this verification; that I have read the foregoing financial statements and know the contents thereof; and as to those matters that are therein stated on information or belief, I believe them to be true.

  
\_\_\_\_\_  
Justin Sanford  
Director of Operations  
Atlantic.Net Broadband, Inc.

Subscribed and sworn to before me this 20 day of Jan, 1998.

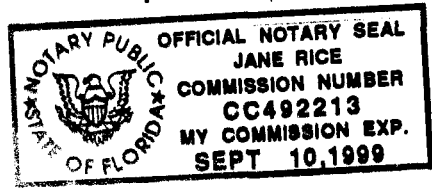
  
\_\_\_\_\_  
Notary Public in and for the State of Florida,

residing at: \_\_\_\_\_

Alachua County

Florida

My commission expires Sept. 10, 1999.



**EXHIBIT D**

**MANAGEMENT EXPERIENCE**  
(Attached)

**TAMRA BURGWARDT**  
**3702 Stonewall Circle**  
**Atlanta, GA 30339**

**EDUCATION:** (top notch private all girls' elementary and high school as basis for higher education)

1988	MBA - Marketing (Magna Cum Laude)	University of Phoenix, Phoenix, Arizona
1981	BA - major: Public Affairs (Area Major) Academic Honors Program	University of Denver, Denver, Colorado
1981	BA - majors: Economics and American History Academic Honors Program	University of Denver, Denver, Colorado

(NOTE: both degrees were earned in the same 4 year period - maximum overloads the whole time. Founded a chapter of a national sorority and was active in many campus activities as well as serving on the National Ski Patrol at one of the major ski areas.)

**EXPERIENCE:**

3/98 to Present **ISG-Telecom Consultants, Int'l.** Atlanta, GA  
Chief Executive Officer

As CEO I am responsible for handling all CLEC setup, tariff strategies and writing, interconnection and resale agreements, overall project management

3/97 to 3/98 **GE Capital Commercial Direct (GE Exchange)** Atlanta, GA  
Vice President - Telecommunications Products

Implemented CLEC status in Massachusetts, negotiated contract to eliminate \$1.6 million penalty to GE on dispute over Centrex line and NRBS line provisioning under former Access America contracts and replaced platform with more profitable resale lines. Educated fellow management on options and recommendations to compete in existing markets (step to resale platform ASAP) and devised "CLEC appearance" pilot to prove in next strategy for GE to get to a more profitable arrangement than their Centrex resale "network". Advised on acquisition planning to make major move to telecommunications and began to investigate the creation of GE internal telecommunications services onto a resale and eventual CLEC basis for worldwide services. Complete P&L responsibility for Ameritech and NYNEX operations.

12/95 to 3/96 **MFS Communications, Inc.** Oakbrook Terrace, Illinois  
Sr. Director - Strategic Network Initiatives

Duties expanded to include more project management of specialty or complicated implementations, network construction route planning, city/community ROW negotiations, sales and marketing coordination & training, project P&L as well as financial analysis in project planning. Market management and previous duties also carried forward in more of a supervisory capacity with additional staff added to head up various initiatives on a national basis (i.e. resale, billing support, carrier relations, etc.)

Sr. Manager - Local Service Implementation

Handled all negotiations, agreements, 2 major RBOC interconnection arrangements, and implementation of switch and central office equipment as well as the integration of MFS ordering, billing, and provisioning systems, technical preparedness and escalation of installation problems and hand off to marketing and sales support functions with Ameritech. Refinement of interconnection details (after negotiating our regional agreement), implementation procedures, and negotiating state by state wholesale Centrex, business line, trunk, usage, features and other service element resale agreements in all Ameritech states. I also negotiate billing dispute resolutions, interpretations of agreements. Recently, asked to either help other negotiators/implementation managers and was selected to represent MFS with another major national telephone company to negotiate for interconnection, resale, and local service implementation on a national basis.

1/94 to 12/95

**Fax Shopping Network**

Rochester, New York

Owner/Entrepreneur

This was a trial to have data to sell the concept and consulting set-up/licensing to telephone companies for use in their directories. It was intended to be the intermediate step to the electronic directory and it worked VERY well. Just when I was putting together my presentation materials to take to the telcos, a recruiter called me for the MFS opportunity. This is an excellent example of my entrepreneurial approach and visionary ideas.

11/91 to 1/94

**Frontier Communications (Rochester Telephone)**

Rochester, NY

Sr. Manager - Local Telephone Service Planning

Many facets of small telephone companies had to be addressed including cross marketing of switched based services, sales training, product design and deployment, and directory. Full P & L responsible for 49 directories totaling \$23 million in gross revenue. Fully responsible for all financial impacts including the sales, production specifications, P&L, and vendor contract negotiations in addition to my other marketing duties. These companies with were the small subsidiaries away from the Rochester area.

2/85 to 11/91

**Southwestern Bell Corporation**

(various locations)

Ad/Vent Information Services - (subsidiary of SWBYP)

Denver, Colorado

2/85 Sales Representative -

Achieved 345% of objective first year and 215% the next year. Promoted after 17 months on the job. Sales sites included 6 month average stay in Denver, Salt Lake City, Albuquerque, El Paso, San Diego, and Chicago northwest suburbs.

7/86 Sales Manager -

Southern California

Based in Anaheim in Orange County, supervised a sales crew of 8, trained them beyond the basic corporate training program, coached and motivated them, and supervised their activities to both comply with the company's standards of behavior and performance as well as preventing paperwork or process errors to minimize customer complaints. Promoted to roll out new 4-color "magazine" type of product.

3/87 National Sales Manager - Specialty Sales (New Product Launch)

United States

Handled regular sales via sales manager supervision and specialty sales reps. Created a training program and taught reps to sell a new product which I had a big part in creating. Program of the 4-color product became more successful than the underlying product with sales people. Top reps requested transfer to my team. Transferred to the main SWBYP corporate structure (only 12 managers of 400 in Ad/Vent Info Services were selected for this distinction.)

### **Southwestern Bell Yellow Pages**

8/88 Manager - Specialty Sales

Oklahoma City, Oklahoma

Despite the title, this was a promotion. Continued with the introduction of the 4-color product in the Southwestern Bell 5 state YP area. The sales force there, however, was unionized and there was a difficulty in roll-out that changed the product and the sales program that I had established significantly. Requested a transfer to marketing.

9/89 Sr. Market Manager - Oklahoma/Arkansas

Oklahoma City, Oklahoma

Handled all of the directory scoping decisions, plans, implementation, sales roll-out, and new product development for the states of Arkansas and Oklahoma. Saved \$2.6 in production costs and built gross revenue by 36% in the non-major market directories. When my home burned down in October of 1991. Chose to take an early retirement offer and move back to be near my family for a while (Rochester, NY)

7/81 to 1/85

**Richey Frankel & Company**

Denver, Colorado

Assistant Trader/Research Director/State Registrations & Legal Administrator

Boutique brokerage firm in the hey-day of the penny-stock market. I was involved in every facet of the securities work: due diligence, promotional research reports, and underwriting process. I also set up a Trust Department for a non-bank trustee by researching the appropriate CFR and filing with the IRS (Saved about \$25,000 in legal fees). Fun job, but I wasn't making enough money and I wanted to learn how to sell since everything in life is a sales job.

## ACCOMPLISHMENTS / HIGHLIGHTS:

- \*\*\* Negotiated on MFS team of 4 the telecommunications industry's first complete CLEC/ILEC Interconnection Agreement on behalf of MFS and Ameritech for Region wide co-location and Interconnection
- \*\*\* Completely project managed the installation and turn-up of MFS's switches and CO Collocations from planning thru execution to testing and sales/operations turnover in all Ameritech territory. Since these were the first interconnections for Ameritech too, I experienced first hand the pitfalls, loop holes, Ameritech tactics for delay, operational snafus, problem resolution, billing irregularities and tactics, etc.
- \*\*\* Created the standard Ameritech/CLEC Operational Implementation Plan (aka Joint Operations Plan) to clarify such things as billing understandings/procedures, revenue sharing on INP access fees, escalation procedures, network maintenance and monitoring for interconnected carriers, and other critical details to enable smooth operations and network turn-up/build out. This is now the Ameritech standard document with CLECs.
- \*\*\* Negotiated (with Regulatory Manager) the first Interconnection Agreement with Sprint Telephone for the Illinois and Florida Sprint ILEC service areas. Illinois agreement was then modified to be basis for the National Sprint Interconnection Agreement with MFS Worldcom.
- \*\*\* Sorted through Centel territory (Sprint ILEC territory in Illinois prior to sale of territory to Ameritech very recently) operations, interconnection procedures (they didn't have a clue how to do it nor what their network would be capable of doing! it was like playing both sides of a card game!), and collocation activities. Utilized loop hole in Ameritech agreement to benefit MFS financially as well as averting an MFS capacity problem while enabling new line sales in Sprint operating territory.
- \*\*\* Learned switching technology and line & features marketing by managing 52 little telcos for Frontier Communications. Often these telcos were rural and over managed for the number of access lines they controlled. Switches (often old cross bars!) were replaced by backhauling several geographically situated telcos to a central 5ESS and trunking the LD onto the Frontier network. Later I used this knowledge and experience with MFS to plan a Cleveland backhaul to Detroit and Indianapolis backhaul to Chicago to get into business prior to local switch site readiness and enable sales for 6 months prior to local switch turn-up.
- \*\*\* Launched four-color advertising product in directories in early 1987 before they became a fixture in most directories. Achieved operating profitability and continuously overachieved in national sales objectives. New product launch in traditional SWB territory was hampered by unionized sales force compensation plan which prevented incentive sales compensation. Later, my product development and launch skills were utilized in my own Fax Shopping Network business in Rochester.

MANOJ PURANIK  
2815 NW 13<sup>th</sup> St #201  
Gainesville, FL 32609

e-mail: mp@atlantic.net

POSITION President/CEO, Atlantic.NET Broadband. Operations and staff Authority for executing on business plans.

#### RELATED EXPERIENCE

Internet Connect Company June 1994-Present  
Gainesville, FL.

Founded and currently operate as President/CEO. Internet Service Provider serving 26 cities. Managed day-to-day activities, as well as created back-end software.

#### Management Experience:

- Founded core team, took company from zero to multi-million dollar enterprise.
- Internet Connect Company recognized on Florida100; fastest growing private-companies in Florida
- Managed exponential growth from 2 to 40+ personnel.

#### Technical Experience:

IOS, Unix, C/C++, Perl4/Perl5,HTML, HTTP, UNIX (POSIX/SYSV), Windows (NT/3.1/95/98), Ethernet, TCP/IP, Frame-Relay, ATM, ISDN, MS. Office, Shell (Bourne/Korn/C)

- Conceived and implemented back-end network for 10,000 user WAN; also developed WAN network protocols for remote access user authentication.
- Selected hardware/software offerings from vendors for scalable growth
- Maintained day-to-day operations during inception period (94/95)
- Regularly read technical journals to keep abreast of latest developments.

#### EDUCATION

University of Florida . . . Gainesville, Florida  
B.S. Studies College of Business Administration  
Decision and Information Sciences, 94/95, 97-Present

## **Christopher B. Wilson**

2801 NW 23rd Boulevard, G-50 • Gainesville, FL 32605 • 352-380-9468 • cbw@atlantic.net

### **Education**

University of Florida, Gainesville, FL

Pursuing BS in Decision Information Sciences, anticipated graduation 2001

### **Work Experience**

#### **Internet Connect Company, Inc.**

Network Engineer, May 1997 - present

Designed and implemented a statewide TCP/IP network consisting Cisco routers. Deployed statewide dial-up access systems consisting of Cisco AS5x00 and Lucent/Livingston access servers. Provided installation support to leased-line customers including network provisioning. Responsible for developing and implementing internal and external routing policies using OSPF and BGP. Designed software to be utilized by billing, engineering, customer service, marketing, and other corporate departments. Currently designing statewide voice telecommunications network for subsidiary company.

#### **Gateway Telecommunications, Inc.**

Chief Technical Officer, January 1994 - May 1997

Responsible for the design and deployment of dial-up Internet access, web hosting, dedicated Internet access circuits and telecommunications services. Maintained Solaris, SunOS, and FreeBSD servers.

Provided sales engineering to design Internet solutions for customers. Experience with Cisco routers, Livingston Portmasters, data communications equipment, UNIX, circuit switched and packet switched networks.

### **Skills**

- Designing reliable, high-speed data and voice networks
- Implementing and debugging Cisco routers and routing protocols
- Implementing scalable designs for Internet back-end services
- Coordinating the development of new service offerings between departments
- Familiar with many programming languages and operating systems, including UNIX and Windows NT

Data networking technologies: Cisco routers and access servers, Cisco IOS technologies, PPP/SLIP, Livingston/Lucent Portmasters, ComOS, BGP4, OSPF, RIP, 3Com switches, T1/T3 CSU/DSUs, category 5 premises wiring

Telecommunications technologies: T1 and T3 transmission systems, ISDN BRI and PRI, traditional switched services, Frame Relay, electronic switching systems, PBX and digital key telephone systems, voicemail systems, ACD systems

### **Certifications**

Currently pursuing Cisco Certified Internetworking Expert certification.

### **Memberships**

USENIX, SAGE (System Administrators Guild)



JUSTIN D. SANFORD  
2815 NW 13<sup>th</sup> Street Suite 201  
Gainesville, FL 32609  
(352) 375-2912 x4374

e-mail: jsanford@atlantic.net

**POSITION** Director of Operations Atlantic.Net Broadband, Inc. Responsible for day to day operations, purchasing, and resource allocation.

**COMPUTER SKILLS** C/C++, COBOL, PERL, HTML, SQL, UNIX, Windows NT, Windows 3.x, Windows 95, Cisco IOS, Ethernet, Token Ring, TCP/IP, IPX, Frame Relay, ISDN, X.25, ATM, HP OpenView, Peachtree Accounting, Microsoft Office.

**RELATED EXPERIENCE** Internet Connect Company Dec.1995 to Feb.1997/ July1998 to present  
Gainesville, Florida

Initially hired as a Network Administrator with responsibility for system administration and installation of POP's, modems, terminal servers, administering a 2,000 user WAN and setup/ operation of Microsoft SQL server.

Promoted to Operations Manager, responsible for provisioning circuits, customer service, scheduling/supervising staff of 41 employees, budgeting, and coordinating company activities.

Accomplishments include:

- produced technical support manual for new users
- produced sales brochure
- Negotiated contracts and provisioned circuits with telecommunications companies including Sprint, GTE, BellSouth, MCI, IXC, ICI, MFS, and GRU.
- managed move of HQ from 2500 sq. ft to 5100 sq. ft. facility
- design and implementation of <http://www.atlantic.net>
- instrumental in contributing to the company's 12 %/month growth rate

AT&T Business Information Solutions November 1997 to July 1998  
North Florida Branch Commercial Markets Orlando, Florida

Data Network Account Executive, sales consultant on WAN data networking products to new and existing customers in North Florida for the commercial markets strata.

Accomplishments include:

- promoted in salary grade and salary merit increase.
- developed and delivered educational presentations on data networks to the North Florida branch Voice Account Executives.

AT&T Solutions February 1997 to November 1997  
Global Client Support Center (GCSC) Research Triangle Park, North Carolina

Senior Technical Associate, responsible for configuration, system administration, monitoring and coordinating client care of multiple customer LAN/WANs on the MNS (Managed Networks Solutions) team.

Accomplishments include:

- lead a team in the development and analysis of performance metrics and participated in the management of various quality improvement efforts.
- conducted presentations to prospective clients on the capabilities and organizational culture of the GCSC.
- successfully completed course work on project management and the configuration and trouble resolution of Cisco and Bay networking equipment. produced several labor productivity analysis reports of the GCSC for upper management.

**EDUCATION** University of Florida . . . Gainesville, Florida  
Post Baccalaureate Studies College of Business Administration  
Decision and Information Science, 1995/96  
Bachelor of Arts College of Liberal Arts and Science, August 1995  
Minor: Business Administration

**EXHIBIT E**

**PROPOSED TARIFF**  
(Attached)

**APPENDIX A**  
**CERTIFICATE TRANSFER STATEMENT**

Not applicable.

**APPENDIX B**

**CUSTOMER DEPOSITS AND ADVANCE PAYMENTS**  
(Attached)


**CUSTOMER DEPOSITS AND ADVANCE PAYMENTS**

Applicant will not collect deposits nor will it collect payments for service more than one month in advance.

Respectfully submitted this 2<sup>nd</sup> day of Jun, 1998.

Atlantic.Net Broadband, Inc.

By: \_\_\_\_\_

  
Manoj Puranik  
President/Chief Executive Officer  
2815 Northwest 13th Street, Suite 201  
Gainesville, Florida 32609

Telephone: 352.375.2912

Facsimile: 352.375.2702

**APPENDIX C**

**INTRASTATE NETWORK**  
(Attached)

## INTRASTATE NETWORK

1. and 3.

Applicant does not maintain its own points of presence or transmission facilities.

2. SWITCHES

Applicant (owns/leases) a (type) switch located at:

4. ORIGINATING SERVICE

Applicant's subscribers may originate calls from any dual tone, multi-frequency telephone in the State of Florida.

5. TRAFFIC RESTRICTIONS

Applicant does not hold itself out to provide intraLATA service. Applicant offers resold MTS service. Any incidental intraLATA call would, therefore, be provided over Applicant's underlying carriers' resold MTS facilities, authorized under 25-24.471, Application for Certificate (4)(a) of the Florida Public Service Commission Rules. IntraLATA calls should, however, be routed via the local exchange carrier.

6. CURRENT FLORIDA INTRASTATE SERVICES

Applicant has not previously provided intrastate telecommunications in Florida.

Respectfully submitted this 20 day of Jan, 1998.

Atlantic.Net Broadband, Inc.

By: 

\_\_\_\_\_  
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**APPENDIX D**

**FLORIDA TELEPHONE EXCHANGES**  
(Attached)



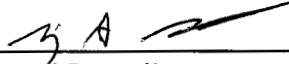
**FLORIDA TELEPHONE EXCHANGES**

Applicant will provide service from any dual tone, multi-frequency telephone in the State of Florida. (Please see response to **Appendix C**, above.)

Respectfully submitted this 20 day of Jan, 1998.

Atlantic.Net Broadband, Inc.

By:

  
\_\_\_\_\_  
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TELECOMMUNICATIONS TARIFF

OF

**Atlantic.Net Broadband, Inc.**

2815 Northwest 13th Street, Suite 201, Gainesville, Florida 32609

INTEREXCHANGE TELECOMMUNICATIONS SERVICE

This Tariff contains the rates applicable to the furnishing of interexchange telecommunications services provided by Atlantic.Net Broadband, Inc. ("Atlantic.Net") within the State of Florida. This Tariff is on file with the Florida Public Service Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business: 2815 Northwest 13th Street, Suite 201, Gainesville, Florida 32609.

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Issued: January 13, 1999

Effective Date:

Issued By:

Manoj Puranik  
President/Chief Executive Officer  
2815 Northwest 13th Street, Suite 201  
Gainesville, Florida 32609  
352-375-2702

### CHECK SHEET

The Title Sheet and Sheets 1 through 52 inclusive of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Revised sheets as named below contain all changes from the original filing that are in effect on the date listed.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	27	Original
2	Original	28	Original
3	Original	29	Original
4	Original	30	Original
5	Original	31	Original
6	Original	32	Original
7	Original	33	Original
8	Original	34	Original
9	Original	35	Original
10	Original	36	Original
11	Original	37	Original
12	Original	38	Original
13	Original	39	Original
14	Original	40	Original
15	Original	41	Original
16	Original	42	Original
17	Original	43	Original
18	Original	44	Original
19	Original	45	Original
20	Original	46	Original
21	Original	47	Original
22	Original	48	Original
23	Original	49	Original
24	Original	50	Original
25	Original	51	Original
26	Original	52	Original

Issued: January 13, 1999

Effective Date:

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### EXPLANATION OF SYMBOLS

- (D) **Deleted or discontinued**
- (I) A change resulting in an **increase** to a Customer's bill
- (M) **Moved from** another Tariff location
- (N) **New.**
- (R) A change resulting in a **reduction** to a Customer's bill
- (T) A change in **text** but no change to rate or charge

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### TARIFF FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, occasionally, 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 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 sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of code 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 sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by and asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

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## SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

### Account Code:

A numerical code, one or more of which are available to a Customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

### Business Service:

A service which conforms to one or more of the following criteria:

- A. used primarily for commercial, professional, or institutional activity; or
- B. the service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
- C. the service number is listed as the principal or only number for a business in any telecommunications directory; or
- D. the service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided.

### Account Code:

A numerical code, one or more of which are available to a Customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

### Called Station:

The terminating point of a call (i.e., the called number).

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**Calling Card:**

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

**Commission:**

Florida Public Service Commission

**Company:**

Atlantic.Net Broadband, Inc.

**Credit Card:**

A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

**Customer:**

The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

**Dedicated Access:**

Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**Disconnect or Disconnection:**

The termination of a circuit connection between the originating station and the called station or the Company's operator.

**Subscriber:**

See "Customer" definition.

**"800" Number:**

An interexchange service offered pursuant to this Tariff for which the called party is assigned a unique 800-NXX-XXXX or 888-NXX-XXXX or 887-NXX-XXXX number, or any other NPA, and is billed for calls terminating at that number.

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## SECTION 2 – RULES AND REGULATIONS

### 2.1. UNDERTAKING OF COMPANY

- 2.1.1. Company's services are furnished for telecommunications originating and terminating in any area within the State of Florida.
- 2.1.2. Company is a facilities-based provider of interexchange telecommunications to Customers for their direct transmission and reception of voice, data, and other types of communications.
- 2.1.3. Company resells access, switching, transport, and termination services provided by interexchange carriers.
- 2.1.4. Subject to availability, the Customer may use account codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.
- 2.1.5. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.6. Request for service under this Tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.

### 2.2. LIMITATIONS

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or service and subject to the provisions of this Tariff.
- 2.2.2. 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.

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**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.2. LIMITATIONS, Continued**

- 2.2.3. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.
- 2.2.4. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.5. The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment.
- 2.2.6. The Company reserves the right to refuse an application for service by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until this indebtedness is satisfied.

**2.3. USE**

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which it is technically suited.
- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.
- 2.3.3. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.

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**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.3. USE, Continued**

- 2.3.4. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.
- 2.3.5. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

**2.4. LIABILITIES OF THE COMPANY**

- 2.4.1. The liability of the Company arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur, unless ordered by the Commission. For the purpose of computing such amount a month is considered to have thirty (30) days. In no event will the Company be responsible for consequential damages for lost profits suffered by a Customer or end user as the result of interrupted or unsatisfactory service.

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Effective Date:

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.4. LIABILITIES OF THE COMPANY, Continued**

2.4.2. Company shall be indemnified and held harmless by the Customer against:

- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
- B. Claims for patent infringement arising from combining or connecting Company's facilities with apparatus and systems of the Customer; and
- C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.

2.4.3. Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.

2.4.4. Company shall not be liable for, and the Customer indemnifies and holds harmless from, any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, instituted or asserted by the Customer or by any other party of person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have be caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.

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**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.5. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed agents or employees of the Company without written authorization.
- 2.4.6. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature: storms, fire, flood, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages or other labor difficulties; or notwithstanding anything in this Tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.4.7. The Company shall not be liable for damages or adjustments, refunds or cancellation of charges unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Florida law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.
- 2.4.8. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

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**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.5. INTERRUPTION OF SERVICE**

- 2.5.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4., herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
- 2.5.2. For purposes of credit computation for service, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours.
- 2.5.3. The subscriber shall be credited for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula:  $\text{Credit} = (A/720) \times B$

A - outage time in hours

B - total monthly charge for affected utility

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Issued: January 13, 1999  
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352-375-2702

Effective Date:



**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.6. RESTORATION OF SERVICE**

- 2.6.1. The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations on file with the Commission, which specifies the priority system for such activities.
- 2.6.2. When a Customer's service has been disconnected in accordance with this Tariff and the service has been terminated through the completion of a Company service order, service will be restored only upon the basis of application for new service.

**2.7. MINIMUM SERVICE PERIOD**

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

**2.8. PAYMENTS AND BILLING**

- 2.8.1. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until cancelled by the Customer on not less than thirty (30) days' notice.
- 2.8.2. The Customer is responsible for the payment of all charges for services furnished to the Customer. Charges are based on actual usage, and are billed monthly in arrears.
- 2.8.3. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance.

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Issued: January 13, 1999  
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352-375-2702

Effective Date:

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.8. PAYMENTS AND BILLING, Continued**

2.8.4. Billing disputes should be addressed to Company’s customer service organization by mail at 2815 Northwest 13th Street, Suite 201, Gainesville, Florida 32609 or via telephone at 800-422-2936. Customer service representatives are available from 8:00 a.m. to 4:59 p.m. Eastern Time. Messages may be left for the Customer Service Department from 5:00 p.m. to 7:59 a.m. Eastern Time, which will be answered on the next business day, unless in the event of an emergency which threatens Customer service, in which case customer service personnel may be paged.

2.8.5. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:

- A. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
- B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Florida Public Service Commission’s Division of Consumer Affairs for its investigation and decision.

Florida Public Service Commission  
Division of Consumer Affairs  
2540 Shumard Oak Boulevard  
Gerald Gunter Building  
Tallahassee, Florida 32399-0850

Telephone number: 904.413.6100  
Toll free number: 800.342.3552

Issued: January 13, 1999  
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352-375-2702

Effective Date:

**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.9. CANCELLATION BY CUSTOMER**

- 2.9.1. Customer may cancel service by providing written notice to Company at any time.
- 2.9.2. Customer is responsible for usage charges while still connected to the Company's service, even if the customer utilizes services rendered after the Customers request for cancellation has been made notice and the payment of associated local exchange company charges, if any, for service charges.
- 2.9.3. Any non-recoverable cost of Company expenditures shall be borne by the Customer if:
- A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed upon with the Customer for the non-recoverable portions of expenditures; or
  - B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
  - C. If based on an order for service and construction has either begun or has been completed, but no service provided.

**2.10. CANCELLATION BY COMPANY**

- 2.10.1. Company reserves the right to immediately discontinue furnishing the service to Customers without incurring liability:
- A. In the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public or to employees of the Company; or
  - B. In the event of Customer use of equipment in such manner as to adversely affect the Company's equipment or the Company's service to others; or

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Effective Date:

**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.10. CANCELLATION BY COMPANY, Continued**

2.10.1., Continued

C. For unauthorized or fraudulent use.

2.10.2. Company may discontinue service according to the following conditions upon five (5) days' written notice:

A. For violation of Company's filed Tariffs or Commission regulations; or

B. For the non-payment of any proper charge as provided by Company's Tariff;  
or

C. For Customer's breach of the contract for service with Company.

2.10.3. The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies available to the Company set forth herein shall not be exclusive, and the Company shall at all times be entitled to all the rights available to it under law or equity.

2.10.4. The Company may refuse to permit collect calling, calling card and third number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

**2.11. ADVANCE PAYMENTS AND DEPOSITS**

The Company does not require an advance payment or deposit from the Customer, but reserves the right to collect advance payments and deposits, as necessary, in accordance with Commission rules.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.12. INTERCONNECTION**

2.12.1. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

2.12.2. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.

**2.13. FULL FORCE AND EFFECT**

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

**2.14. CREDIT LIMIT**

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of services for any monthly period.

**2.15. UNCERTIFICATED RESALE PROHIBITED**

Resale of any tariffed service appearing herein by uncertificated resellers is strictly prohibited. Applicable services may be resold or rebilled only by Companies authorized by the Florida Public Service Commission to provide intrastate telecommunications services, in accordance with the Commission's rules. The Company requires proof of certification in the form of a Telephone Certificate of Public Convenience and Necessity, or a copy thereof, prior to providing services for resale.

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### SECTION 3 – DESCRIPTION OF SERVICE

#### 3.1. TIMING OF CALLS

- 3.1.1. The Customer's long-distance usage charge is based on the actual usage of Company's network. Usage begins when the called party picks up the receiver, i.e. when any two-way communication, often referred to as "conversation time" is possible). When the called party picks up is determined by hardware supervision in which the local telephone company sends a signal to the carrier's switch or the software utilizing audio tone detection. When software answer supervision is employed, up to sixty (60) seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when either the called or calling party hangs up.
- 3.1.2. The minimum call duration for billing purposes for basic service except calling card service is one (1) minute with one (1) minute billing increments thereafter. Minimum call duration for discount calling plans is eighteen (18) seconds with six (6) second increments thereafter. [Minimum call duration for calling cards is sixty (60) seconds with six (6) second billing increments thereafter.]
- 3.1.3. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.
- 3.1.4. There is no billing for incomplete calls.

#### 3.2. MINIMUM CALL COMPLETION RATE

Customers can expect a call completion rate of not less than ninety (90) percent during peak use periods for all Feature Group D Equal Access "1 plus" services. The call completion rate is calculated as the number of call 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 – DESCRIPTION OF SERVICE, Continued**

**3.3. CALCULATION OF DISTANCE**

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

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

**Formula:**

The square

Root of: 
$$\frac{(V1-V2) + (H1 - H2)}{10}$$

**3.4. SERVICE OFFERINGS**

**3.4.1. Long-Distance Message Telecommunications Service**

A. Atlantic.Net's Long-Distance Message Telecommunications Service furnishes facilities for telecommunications between stations in different rate centers for either two-point or conference service.

B. Classes of Service

Service is offered on a Station-to-Station or Person-to-Person basis. The Station-to-Station class of service is furnished on a Customer Dialed Calling Card basis, an Operator Handled basis, or on a Direct Distance Dialing basis.

1. Dial Station-to-Station

(a) Dial Station-to-Station rates apply only to sent-paid, station-to-station dial-type telephone communication.

Issued: January 13, 1999  
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Effective Date:

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**SECTION 3 – DESCRIPTION OF SERVICE, Continued**

**3.4. SERVICE OFFERINGS, Continued**

**3.4.1. Long-Distance Message Telecommunications Service, Continued**

**B. Classes of Service, Continued**

**1. Dial Station-to-Station, Continued**

(b) Dial-type telephone communication denotes a call dialed and completed by the customer from a residence or business telephone without the assistance of an operator and the call is not billed to a number other than the originating number. The services of an operator will not be used in connection with completing a call or in furnishing any information or assistance relating to billing or charges for such call, except that an operator will:

- I. Reestablish a call which has been interrupted after the called number has been reached or,
- II. Reach the called telephone number where facilities are not available for customer dial completion.
- III. Record the originating telephone number where no automatic recording equipment is available.
- IV. Record a special identification number issued by the Company for its billing purposes to students who reside at dormitories of educational institutions served by a Dormitory Service or a PBX equipped with (DID) and (IOD) service for a call dialed from a dormitory station.
- V. Place a call for a calling party who identifies himself as being handicapped and unable to dial the call because of his handicap.

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Effective Date:



**SECTION 3 – DESCRIPTION OF SERVICE, Continued**

**3.4. SERVICE OFFERINGS, Continued**

**3.4.1. Long-Distance Message Telecommunications Service, Continued**

**B. Classes of Service, Continued**

**1. Dial Station-to-Station, Continued**

- (c) Dial Station-to-Station rates do not apply on calls placed from a public or semipublic coin telephone.

**2. Station-to-Station and Person-to-Person Operator Handled Calls**

- (a) Operator Station-to-Station is that Station-to-Station service where the person originating the call gives to the operator the telephone number of the desired telephone, Miscellaneous Common Carrier connecting circuit, private branch exchange system, or private branch exchange station which is reached directly rather than through a private branch exchange attendant, or gives only the name and address under which the number of the desired telephone, Miscellaneous Common Carrier connecting circuit, or private branch exchange system is listed. and does not specify a particular person to be reached, nor a particular mobile station to be reached through a Miscellaneous Common Carrier, nor a particular station, department or office to be reached through a private branch exchange attendant.
- (b) Customer Dialed Calling Card is that Station-to-Station service where the person originating the call dials and completes the call without the assistance of an operator, except that an operator will record the Company Calling Card number or where the operator reaches the called telephone number where facilities are not available for dial completion.

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**SECTION 3 – DESCRIPTION OF SERVICE, Continued**

**3.4. SERVICE OFFERINGS, Continued**

**3.4.1. Long-Distance Message Telecommunications Service, Continued**

**B. Classes of Service, Continued**

**2. Station-to-Station and Person-to-Person Operator Handled Calls, Continued**

**(c) Person-to-Person Service**

I. Person-to-Person service is that service where the person originating the call specifies to the operator a particular person to be reached, a particular mobile station to be reached through a Miscellaneous Common Carrier operator, or a particular station, department, or office to be reached through a private branch exchange attendant.

II. When, after the telephone, Miscellaneous Common Carrier mobile radio system, or private branch exchange system called, has been reached, the person originating the call requests or agrees to talk to any other person, mobile unit, station, department, or office other than the one specified, the classification of the call remains Person-to-Person.

**3.4.2. Atlantic.Net InterLATA Intrastate Long Distance Message Telecommunications Service** provides telecommunications service originating in the Incumbent Local Exchange Carrier serving areas of BellSouth, GTE, and Sprint and terminating anywhere within the state outside of the originating LATA.

**3.4.3. Calling Card Service** permits the caller to charge the principal presubscribed location for a call while the caller is away from the principal location. The Customer may place calls from any touch tone phone in the U.S. by dialing a toll free “800” number and entering a personal identification code, followed by the desired telephone number. Calling card calls are billed at the Applicant's tariffed rates and appear on the Customer's monthly long-distance bill.

Issued: January 13, 1999  
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352-375-2702

**SECTION 3 – DESCRIPTION OF SERVICE, Continued**

**3.4. SERVICE OFFERINGS, Continued**

**3.4.4. Directory Direct Connection Plus**

- A. Directory Direct Connection Plus provides an incoming Directory Assistance customer requesting an intraLATA number a mechanized announcement offering call completion to the listed number requested. The call is completed on a sent-paid basis (paid for by the calling customer).
- B. The mechanized announcement will instruct the caller that for an additional charge he may have his call automatically completed by depressing a specific digit on the touch-tone key pad. All completed calls will be charged the Directory Direct Connection Plus surcharge, in addition to any other appropriate charges.
- C. Directory Direct Connection Plus will only be furnished where facilities and operating conditions permit.
- D. Directory Direct Connection Plus will not be provided to the following services:
  - 800/877/888 Service
  - 976 Service
  - 900 Service
  - Inmate Telephone Service (ITS)
  - Public Telephone Access Service (PATs) for Customer-Provided Equipment (CPE)

**3.4.5. Special Reverse Charge Toll Service**

- A. This service allows subscribers to offer out-of-town customers in selected areas the privilege of calling the subscriber without payment of toll charges and without having to request the charges be reversed.

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352-375-2702

Effective Date:

**SECTION 3 – DESCRIPTION OF SERVICE, Continued**

**3.4. SERVICE OFFERINGS, Continued**

**3.4.5. Special Reverse Charge Toll Service, Continued**

- B. Subscribers may be listed on a Florida Foreign Exchange under the following conditions:
1. The subscriber must sign an application for Special Reverse Charge Toll Service in which he agrees to pay the established station-to-station sent-paid usage toll rate for each completed toll call.
  2. Service must be retained for minimum of one month and written notice of discontinuance must be given thirty (30) days in advance.

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Effective Date:

**SECTION 4 – RATES**

**4.1. LONG-DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE**

A. Time Periods

Peak and Off-Peak rates apply as follows:

Rates	Time Applicable		Days Applicable
	From	To But Not Including	
Peak	7:00 a.m.	7:00 p.m.	Monday through Friday
Off-Peak	7:00 p.m. 12:00 a.m.	7:00 a.m. 11:59 p.m.	Monday through Friday, Saturday, Sunday, and Holidays*

\* The Off-Peak rates apply all day (12:00 a.m. to 11:59 p.m.) on the following holidays:

New Year's Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

B. Timing of Messages

1. The time when connection is established, determined in accordance with the time - standard or daylight saving - observed at the location of the rate center of the calling station, determines what time schedule applies. This rule applies whether the call is originated as paid or collect.
2. In cases where a message begins in one time period and ends in another, the charge for the portion of the message within each time period shall be the charge for whole minutes in effect for that time period.

Issued: January 13, 1999  
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352-375-2702

Effective Date:

**SECTION 4 –RATES, Continued**

**4.1. LONG-DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE, Continued**

A. Rate Tables

1. Station-to-Station Customer Dialed

Rate Airline Miles Over/ Up to and Including	Rates Customer Dialed Direct Station-to Station			
	Peak		Off-Peak	
	1 <sup>st</sup> Minute  (or any fraction thereof)	Each Additional Minute  (or any fraction thereof)	1 <sup>st</sup> Minute  (or any fraction thereof)	Each Additional Minute  (or any fraction thereof)
0-10	\$0.19	\$0.19	\$0.11	\$0.11
11-22	\$0.19	\$0.19	\$0.11	\$0.11
23-55	\$0.19	\$0.19	\$0.11	\$0.11
56-124	\$0.19	\$0.19	\$0.11	\$0.11

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Effective Date:

**SECTION 4 –RATES, Continued**

**4.1. LONG-DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE, Continued**

A. Rate Tables, Continued

2. Station-to-Station Customer Dialed Calling Card

Rate Airline Miles Over/ Up to and Including	Rates Customer Dialed Calling Card Station-to Station			
	Peak		Off-Peak	
	1 <sup>st</sup> Minute  (or any fraction thereof)	Each Additional Minute  (or any fraction thereof)	1 <sup>st</sup> Minute  (or any fraction thereof)	Each Additional Minute  (or any fraction thereof)
0-10	\$0.19	\$0.19	\$0.11	\$0.11
11-22	\$0.19	\$0.19	\$0.11	\$0.11
23-55	\$0.19	\$0.19	\$0.11	\$0.11
56-124	\$0.19	\$0.19	\$0.11	\$0.11

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**SECTION 4 –RATES, Continued**

**4.1. LONG-DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE, Continued**

A. Rate Tables, Continued

3. Station-to-Station and/or Person-to-Person Operator Assisted Dialed Call

Rate Airline Miles	Rates Operator Assisted Dialed Station-to-Station			
	Peak		Off-Peak	
Over/ Up to and Including	1 <sup>st</sup> Minute  (or any fraction thereof)	Each Additional Minute  (or any fraction thereof)	1 <sup>st</sup> Minute  (or any fraction thereof)	Each Additional Minute  (or any fraction thereof)
0-10	\$0.19	\$0.19	\$0.11	\$0.11
11-22	\$0.19	\$0.19	\$0.11	\$0.11
23-55	\$0.19	\$0.19	\$0.11	\$0.11
56-124	\$0.19	\$0.19	\$0.11	\$0.11

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**SECTION 4 –RATES, Continued**

**4.1. LONG-DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE, Continued**

A. Rate Tables, Continued

4. Additional Charges

The following charges are in addition to the Rate Tables preceding when the call is placed using the following operator services:

		Charge Per Call
I.	Station	
	(i) Customer Dialed Calling Card	\$0.75
	(ii) All Other	\$1.50
II.	Person	
	(i) All calls	\$3.00

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Effective Date:

**SECTION 4 –RATES, Continued**

**4.2. ATLANTIC.NET DISCOUNT CALLING PLANS**

4.2.1 Atlantic.Net Discount Calling Plans are discount IntraLATA Long Distance Telecommunications Services offered to business and residence customers in Florida incorporated exchanges.

4.2.2 A customer may only subscribe to one Atlantic.Net Discount Calling Plan per main billing number at any given time.

4.2.3. Atlantic.Net Discount Calling Plans are not applicable to WATS, Coin Telephone Service or Foreign Exchange Service.

**4.2.4. Atlantic.Net Easy Savings Plan**

A. Atlantic.Net Easy Savings Plan is a discount 1+, 0+ and 0- Intrastate IntraLATA Long Distance Message Telecommunications Service offered only to residence customers in Florida incorporated exchanges.

B. This Plan provides discounts on Long Distance Message Telecommunications Service calls to exchanges within the customer's LATA. The discounts apply when the customer exceeds the required toll usage dollar amount. There is no monthly rate nor nonrecurring charge associated with the Atlantic.Net Easy Savings Plan. The Plan is applicable to all Rate Periods Messages:

Customer Dialed Direct Station-to-Station  
Customer Dialed Calling Card Station-to-Station  
Operator Assisted Dialed Station-to-Station  
Person-to-Person Station-to-Station

C. All usage of a multiline subscriber with one billing number is included in the service.

D. The minimum service period for Atlantic.Net Easy Savings Plan is one month.

E. The application of usage rates and timing of messages is as specified above.

Issued: January 13, 1999  
Issued By:

Effective Date:

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352-375-2702

**SECTION 4 –RATES, Continued**

**4.2. ATLANTIC.NET DISCOUNT CALLING PLANS, Continued**

**4.2.4. Atlantic.Net Easy Savings Plan, Continued**

E. Application of Discount

1. The discounts are provided to the Company's customers only and shall not be used for any purpose for which a payment or other compensation shall be received by the customer from any other person, firm or corporation for such use. Therefore, this plan is not available for resale.
2. Atlantic.Net Easy Savings Plan discount percentages apply to the message toll portion of the call and to the Operator Assisted Services Charges, if applicable.
3. The discounts are applicable to the Atlantic.Net Easy Savings Plan only and do not apply to any other Company offered plan.
4. The discount percentages are in addition to the applicable time-of-day discounts specified in [Section 1.5.1.8.C.i] preceding.

F. Rates

Residential customers who subscribe to the Atlantic.Net Easy Savings Plan and have monthly toll usage of at least \$10.00 will receive the following applicable discount percentage on all toll usage billed for the month:

<u>Monthly Toll Volume Usage</u>	<u>Discount</u>
\$ 0 - \$ 9.99	0%
\$10.00 - \$24.99	10%
\$25.00 and Over	25%

No Service Charges will apply.

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**SECTION 4 –RATES, Continued**

**4.2. ATLANTIC.NET DISCOUNT CALLING PLANS, Continued**

**4.2.5. Atlantic.Net One Easy Price Plan**

A. Atlantic.Net One Easy Price Plan is a discount 1+ Intrastate IntraLATA Long Distance Message Telecommunications Service offered only to residence customers in Atlantic.Net Incorporated exchanges

\* The Plan may also be marketed as “Atlantic.Net Total Call” or “Atlantic.Net Access”.

B. This plan offers to residential customers a flat rate of \$.15 per minute, 24 hours per day, 7 days per week for all direct dial intraLATA long distance calls. The plan is available to all existing and new customers.

C. Directory Assistance, operator handled calls, calling card calls, and appropriate surcharges are excluded from this offer.

D. The customer cannot enroll in any other calling plan in conjunction with this plan.

E. The minimum service period for Atlantic.Net One Easy Price Plan is one month.

**4.2.6. Atlantic.Net Easy Savings Plan for Business**

A. Atlantic.Net Easy Savings Plan for Business is an optional 1+, 0+ and 0 Intrastate Intra LATA Long Distance Message Telecommunications Service offered only to business customers in Atlantic.Net Incorporated exchanges.

B. This Plan provides discounts on Atlantic.Net Long Distance Message Telecommunications Service IntraLATA calls to exchanges within the customer’s LATA. The discounts apply when the customer meets and/or exceeds the required toll usage dollar amount. There is no monthly rate nor non recurring charge associated with the Atlantic.Net Easy Savings Plan for Business. The Plan is applicable to all Rate Periods messages:

Issued: January 13, 1999  
Issued By:

Manoj Puranik  
President/Chief Executive Officer  
2815 Northwest 13th Street, Suite 201  
Gainesville, Florida 32609  
352-375-2702

Effective Date:

**SECTION 4 –RATES, Continued**

**4.2. ATLANTIC.NET DISCOUNT CALLING PLANS, Continued**

**4.2.6. Atlantic.Net Easy Savings Plan for Business, Continued**

B. Continued

Customer Dialed Direct Station-to-Station  
Customer Dialed Calling Card Station-to-Station  
Operator Assisted Dialed Station-to-Station  
Person-to-Person Station-to-Station

C. Atlantic.Net Easy Savings Plan for Business Multi-tenant Plan

1. The Multi-tenant plan is available for use in an environment serving multiple business tenants located in a building or buildings on the same continuous or contiguous properties. The property area for each Multi-tenant plan must be specifically identified and under the control of a single owner or management unit. Multi-tenant service shall be offered at the sole discretion of Atlantic.Net.
2. Each tenant in the multi-tenant environment subscribing to business exchange service as specified in Section 3 of this Tariff has the option of subscribing to a one-year or a three-year optional calling plan. The one-year plan provides the tenants with a 30% discount off their monthly Atlantic.Net long distance charges. The three-year plan provides the tenants with a 40% discount off their monthly toll charges. The termination liability for this offer will be \$150 for the one-year plan and \$350 for the three-year plan.

- D. The minimum service period for Atlantic.Net Easy Savings Plan for Business is one month.

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Issued: January 13, 1999  
Issued By:

Manoj Puranik  
President/Chief Executive Officer  
2815 Northwest 13th Street, Suite 201  
Gainesville, Florida 32609  
352-375-2702

Effective Date:

**SECTION 4 –RATES, Continued**

**4.2. ATLANTIC.NET DISCOUNT CALLING PLANS, Continued**

**4.2.6 Atlantic.Net Easy Savings Plan for Business, Continued**

E. The application of time-of-day rates is as specified above. Sub-minute rating will be utilized for the timing and rating of Atlantic.Net Easy Savings Plan for Business messages. Sub-minute rating consists of the initial 18 seconds of the first minute rated at the appropriate initial period rate and then each increment of 6 seconds thereafter is rated at the appropriate additional period rate. Rates shown in the following table are applicable for the Atlantic.Net Easy Savings Plan for Business messages.

F. Rate table for Atlantic.Net Easy Savings Plan for Business messages:

Rate Mileage	Peak	
	Initial 18 Seconds	Each Additional 6 Second Increment
0-10	.057	.019
11-22	.057	.019
23-55	.057	.019
56-124	.057	.019

Rate Mileage	Off-Peak	
	Initial 18 Seconds	Each Additional 6 Second Increment
0-10	.033	.011
11-22	.033	.011
23-55	.033	.011
56-124	.033	.011

Issued: January 13, 1999

Effective Date:

Issued By:

Manoj Puranik  
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 352-375-2702

**SECTION 4 –RATES, Continued**

**4.2. ATLANTIC.NET DISCOUNT CALLING PLANS, Continued**

**4.2.6 Atlantic.Net Easy Savings Plan for Business, Continued**

**G. Application of Discounts**

1. The discounts are provided to the Company's customer only and shall not be used for any purpose for which a payment or other compensation shall be received by the customer from any other person, firm or corporation for such use. Therefore, this plan is not available for resale.
2. Atlantic.Net Easy Savings Plan for Business discount percentages apply to the message toll portion of the call and to the Operator Assisted Services Charges, if applicable.
3. These discounts are applicable to the Atlantic.Net Easy Savings Plan for Business only and do not apply to any other Company offered plan.
4. The discount percentages apply to all Rate Periods messages.

**H. Term Periods**

1. A customer may select a Term Period for Atlantic.Net Easy Savings Plan for Business. The Term Periods allow a customer to take advantage of higher discount percentages on their toll usage volumes for a one- or three-year term period.
2. The customer must specify the Term Period at the time the Plan is ordered.
3. During a Term Period, the customer may elect to convert to a new Term Period of the same or different length. Conversion to a new Term Period will be allowed without penalty if the expiration date of the new Term Period is greater than the remainder of the original Term Period.

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Issued: January 13, 1999  
Issued By:

Manoj Puranik  
President/Chief Executive Officer  
2815 Northwest 13th Street, Suite 201  
Gainesville, Florida 32609  
352-375-2702

Effective Date:

**SECTION 4 – RATES, Continued**

**4.2. ATLANTIC.NET DISCOUNT CALLING PLANS, Continued**

**4.2.6 Atlantic.Net Easy Savings Plan for Business, Continued**

**I. Early Termination Charges**

In the event the Atlantic.Net Easy Savings Plan for Business is terminated by the business customer prior to completion of the initial Term Period, the customer shall be liable for the Early Termination Charge. The customer shall be required to make the immediate payment of the following applicable amount:

Term Period	Early Termination Charge
One-Year Term	\$150.00
Two-Year Term	\$250.00
Three-Year Term	\$350.00
Multi-Tenant One-Year Term	\$150.00
Multi-Tenant Three-Year Term	\$350.00

**J. Volume Discounts Volume Discounts**

Business customers who subscribe to Atlantic.Net Easy Savings Plan for Business will receive the following discounts on all toll usage billed for the month when their monthly toll usage exceeds:

Monthly Toll Usage Volume	Month-to Month Discount	1 –Year Discount	2 – Year Discount	3 – Year Discount	Multi-Tenant 1- Year Discount	Multi-Tenant 3 – Year Discount
\$ 0 – 24.99	0%	10%	15%	20%	30%	40%
\$25.00 – 99.99	10%	15%	20%	25%	30%	40%
\$100.00 – 199.99	15%	20%	25%	30%	30%	40%
\$200.00 and Over	20%	25%	30%	35%	30%	40%

No service charges apply.

Issued: January 13, 1999  
 Issued By:

Manoj Puranik  
 President/Chief Executive Officer  
 2815 Northwest 13th Street, Suite 201  
 Gainesville, Florida 32609  
 352-375-2702

Effective Date:



**SECTION 4 – RATES, Continued**

**4.2. ATLANTIC.NET DISCOUNT CALLING PLANS, Continued**

**4.2.7. Atlantic.Net Total Solutions**

- A. Atlantic.Net Total Solutions is an optional 1+, 0+ and 0-Intrastate Intra LATA Long Distance Message Telecommunications Service offered only to business customers in GTE Florida Incorporated exchanges. Atlantic.Net Total Solutions provides business customers with incentives encouraging term and volume commitments on Atlantic.Net Long Distance, Centrex Service/Digital (ISDN) Centrex , Integrated Services Digital Network-Primary Rate Interface (ISDN-PRI), Business Main Stations Arranged for Rotary Service, Digital Facility Service, Direct Inward Dialing (DID) Numbers, and other products and services not regulated by the Florida Public Service Commission.
- B. Discounts are provided on Atlantic.Net Long Distance Message Telecommunications Service IntraLATA calls to exchanges within the customer's LATA and on the local loop services identified in .1 preceding. The discounts apply when the customer meets and/or exceeds the following requirements:
- minimum of 3 Business Flat Rate Main Stations Arranged with Rotary Service or
  - minimum of 3 Centrex Service Digital (ISDN) Centrex Service NetworkAccess Registers (NARs) or
  - minimum of 3 PBX Trunks or
  - minimum of 3 ISDN-PRI NARs or
  - minimum of 3 Digital Facility NARs or
  - minimum of 1 block of 20 Direct Inward Dial (DID) Numbers and- average monthly GTE Long Distance usage of \$5.00 per Main Station Arranged with Rotary Service and/or per Centrex /Digital (ISDN) Centrex NAR or \$20.00 per PBX Trunk, ISDN-PRI NAR, and/or Digital Facility Service NAR.

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Issued: January 13, 1999  
Issued By:

Manoj Puranik  
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2815 Northwest 13th Street, Suite 201  
Gainesville, Florida 32609  
352-375-2702

Effective Date:

**SECTION 4 – RATES, Continued**

**4.2. ATLANTIC.NET DISCOUNT CALLING PLANS, Continued**

**4.2.7. Atlantic.Net Total Solutions, Continued**

- C. If the customer's "Actual Total Monthly Atlantic.Net Long Distance Usage" does not meet or exceed the "average minimum monthly Atlantic.Net Long Distance usage" as described above the customer will be billed the difference between the actual and average minimum monthly Atlantic.Net Long Distance Usage.

An example is:

Customer has 3 Main Stations Arranged with Rotary and an average minimum monthly Atlantic.Net Long Distance usage of \$5.00 per station and signs a one (1) year Term Period agreement: 3 x \$5.00 = \$15.00. Customer's Actual Total Monthly Atlantic.Net Long Distance Usage for all three stations is only \$3.00. Customer will be billed a minimum differential of \$12.00 (\$15.00 minus \$3.00). The Volume Discounts as specified in A18.10.8.5a. will be applied to the customer's Actual Total Monthly Atlantic.Net Long Distance Usage, i.e., [\$3.00 less 10% (1 year discount for \$0 - \$24.99) = \$.30]. The customer will be billed actual discounted usage of \$2.70 plus the minimum differential:

\$ 3.00

-.30

\$ 2.70 Actual usage less appropriate discount %

+12.00 minimum differential

\$14.70 Atlantic.Net Total Solutions Usage

- D. Atlantic.Net Total Solutions is applicable to all Rate Periods messages:  
Customer Dialed Direct Station-to-Station  
Customer Dialed Calling Card Station-to-Station  
Operator Assisted Dialed Station-to-Station  
Person-to-Person Station-to-Station

Issued: January 13, 1999

Effective Date:

Issued By:

Manoj Puranik  
President/Chief Executive Officer  
2815 Northwest 13th Street, Suite 201  
Gainesville, Florida 32609  
352-375-2702

**SECTION 4 – RATES, Continued**

**4.2. ATLANTIC.NET DISCOUNT CALLING PLANS, Continued**

**4.2.7. Atlantic.Net Total Solutions, Continued**

E. Atlantic.Net Total Solutions Multi-tenant Plan

1. The Multi-tenant plan is available for use in an environment serving multiple business tenants located in a building or buildings on the same continuous or contiguous properties. The property area for each Multi-tenant plan must be specifically identified and under the control of a single owner or management unit. Multi-tenant service shall be offered at the sole discretion of Atlantic.Net Florida Incorporated.
2. Each tenant in the multi-tenant environment subscribing to business exchange service as specified in Section A3 of this Tariff has the option of subscribing to a one-year, three-year, or a five-year plan. The one-year plan provides the tenants with a 30% discount off their monthly Atlantic.Net long distance charges. The three-year or five-year plan provides the tenants with a 40% discount off their monthly toll charges. The early termination charge for this offer will be \$50 for the one-year plan and \$150 for the three-year or five-year plan.

F. The minimum service period for Atlantic.Net Total Solutions is one year (12 months).

G. The application of time-of-day rates is as specified in Section 9 of this Tariff. Sub-minute rating will be utilized for the timing and rating of Atlantic.Net Total Solutions messages. Sub-minute rating consists of the initial 18 seconds of the first minute rated at the appropriate initial period rate and then each increment of 6 seconds thereafter is rated at the appropriate additional period rate.

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Issued: January 13, 1999  
Issued By:

Manoj Puranik  
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2815 Northwest 13th Street, Suite 201  
Gainesville, Florida 32609  
352-375-2702

Effective Date:

**SECTION 4 – RATES, Continued**

**4.2. ATLANTIC.NET DISCOUNT CALLING PLANS, Continued**

**4.2.7. Atlantic.Net Total Solutions, Continued**

H. Rates shown in the following table are applicable for the Atlantic.Net Total Solutions messages.

Rate Mileage	Peak	
	Initial 18 Seconds	Each Additional 6 Second Increment
0-10	.057	.019
11-22	.057	.019
23-55	.057	.019
56-124	.057	.019

Rate Mileage	Off-Peak	
	Initial 18 Seconds	Each Additional 6 Second Increment
0-10	.033	.011
11-22	.033	.011
23-55	.033	.011
56-124	.033	.011

Issued: January 13, 1999  
Issued By:

Manoj Puranik  
President/Chief Executive Officer  
2815 Northwest 13th Street, Suite 201  
Gainesville, Florida 32609  
352-375-2702

Effective Date:

**SECTION 4 – RATES, Continued**

**4.2. ATLANTIC.NET DISCOUNT CALLING PLANS, Continued**

**4.2.7. Atlantic.Net Total Solutions, Continued**

I. Application of Discounts

1. The discounts are provided to the Company's customer only and shall not be used for any purpose for which a payment or other compensation shall be received by the customer from any other person, firm or corporation for such use. Therefore, Atlantic.Net Total Solutions is not available for resale.
2. Atlantic.Net Total Solutions discounts apply to the monthly rate for the following local loop services:  
  
Business Flat Rate Main Stations Arranged for Rotary Service (A3.2.1a.)  
Centrex NAR (A3.13, A12.6)  
PBX Trunks (A3.3.4)  
ISDN-PRI NAR (A3.13, A10.5)  
DID Numbers - 80 or Less and/or 200 or Less (A13.10.1b.(1)(a.) and (b.))  
Digital Facility NAR (A3.13, A25.11)  
  
Atlantic.Net Total Solutions Discount percentages apply to the message toll portion of the call and to the Operator Assisted Services Charges, if applicable.
3. These discounts are applicable to the Atlantic.Net Total Solutions only and do not apply to any other Company offered plan.
4. The discount percentages apply to all Rate Periods messages.

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Issued: January 13, 1999  
Issued By:

Manoj Puranik  
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2815 Northwest 13th Street, Suite 201  
Gainesville, Florida 32609  
352-375-2702

Effective Date:

**SECTION 4 – RATES, Continued**

**4.2. ATLANTIC.NET DISCOUNT CALLING PLANS, Continued**

**4.2.7. Atlantic.Net Total Solutions, Continued**

**J. Term Periods**

1. A customer may select a Term Period of one, three or five years for Atlantic.Net Total Solutions. The Term Periods allow a customer to take advantage of higher discount percentages on their toll usage volumes when he/she commits to a three-year or five-year term period.
2. The customer must specify the Term Period at the time Atlantic.Net Total Solutions is ordered. The Term Period selected must be the same length for the local loop service and the Atlantic.Net Long Distance.
3. During a Term Period, the customer may elect to convert to a new Term Period of the same or different length. Conversion to a new Term Period will be allowed without penalty if the expiration date of the new Term Period is greater than the remainder of the original Term Period.

**K. Early Termination Charges**

In the event Atlantic.Net Total Solutions is terminated by the business customer prior to completion of the initial one-year, two-year, three-year or five-year Term Period, the customer shall be liable for the Early Termination Charge. The customer shall be required to make the immediate payment of the following applicable amount:

Term Period	Early Termination Charge
One-Year Term	\$100.00
Two-Year Term	\$250.00
Three-Year Term	\$350.00
Five-Year Term	\$300.00
Multi-Tenant One-Year Term	\$150.00
Multi-Tenant Three-Year Term	\$350.00
Multi-Tenant Five-Year Term	\$550.00

Issued: January 13, 1999

Effective Date:

Issued By:

Manoj Puranik  
President/Chief Executive Officer  
2815 Northwest 13th Street, Suite 201  
Gainesville, Florida 32609  
352-375-2702

**SECTION 4 – RATES, Continued**

**4.2. ATLANTIC.NET DISCOUNT CALLING PLANS, Continued**

**4.2.7. Atlantic.Net Total Solutions, Continued**

**L. Volume Discounts**

Business customers who subscribe to Atlantic.Net Total Solutions will receive the following discounts on all toll usage billed for the month when their monthly toll usage exceeds:

Monthly Toll Usage Volume	1-Year Discount	2-Year Discount	3-Year Discount	5-Year Discount	Multi-Tenant 1-Year Disc.	Multi-Tenant 3-Year Disc.	Multi-Tenant 5-Year Disc.
\$ 0-24.99	10%	15%	20%	15%	30%	40%	40%
\$25.00-99.99	15%	20%	25%	20%	30%	40%	40%
\$100.00-199.99	20%	25%	30%	25%	30%	\$0%	40%
\$200.00 and Over	25%	30%	35%	30%	30%	40%	40%

Business Customers who have executed a Long Distance contract with Atlantic.Net shall pay the rates as specified per the contract.

No Service Charges will apply when subscribing to Atlantic.Net Total Solutions.

Issued: January 13, 1999  
Issued By:

Manoj Puranik  
President/Chief Executive Officer  
2815 Northwest 13th Street, Suite 201  
Gainesville, Florida 32609  
352-375-2702

Effective Date:

**SECTION 4 – RATES, Continued**

**4.2. ATLANTIC.NET DISCOUNT CALLING PLANS, Continued**

**4.2.8. Atlantic.Net Easy Savings Flat Rate Plan for Business**

- A. Atlantic.Net Easy Savings Flat Rate Plan for Business is an optional 1+, 0+ and 0-Intrastate IntraLATA Long Distance Message Telecommunications Service offered only to business customers in all Florida Incorporated exchanges.
- B. The plan offers flat rate pricing, 24 hours a day, 7 days a week to business customers. The billing options available are a month-to-month or a 1, 2, or 3-year contract. Calls will be billed in 60 second increments. There is a monthly recurring charge for the Atlantic.Net Easy Savings Flat Rate Plan for Business. There is no nonrecurring charge with this billing option.
- C. The Atlantic.Net Easy Savings Flat Rate Plan for Business applies to the following calls: Customer Dialed Direct Station-to-Station Customer Dialed Calling Card Station-to-Station 800/877/888 Toll Free Operator Assisted Station-to-Station Operator Assisted Calling Card Station-to-Station Operator Assisted Person-to-Person Directory Assistance, operator handled, and calling card surcharges are excluded from this offer.
- D. The customer must specify the term period at the time the Atlantic.Net Easy Savings Flat Rate Plan for Business is ordered. During a term period, the customer may elect to convert to a new term period of the same or different length, or to another Atlantic.Net Discount Calling Plan. Conversion to a new term plan or another Atlantic.Net Discount Calling Plan will be allowed without penalty if the new term period is greater than the remainder of the original term period.
- E. Early Termination Charges will apply in the event the Atlantic.Net Easy Savings Flat Rate Plan for Business is terminated by the customer prior to completion of the term period. The customer will be liable for \$25.00 times the number of months in the term period selected.
- F. The minimum service period for Atlantic.Net Easy Savings Flat Rate Plan for Business is one month.

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Issued: January 13, 1999  
Issued By:

Manoj Puranik  
President/Chief Executive Officer  
2815 Northwest 13th Street, Suite 201  
Gainesville, Florida 32609  
352-375-2702

Effective Date:



**SECTION 4 – RATES, Continued**

**4.2. ATLANTIC.NET DISCOUNT CALLING PLANS, Continued**

**4.2.8. Atlantic.Net Easy Savings Flat Rate Plan for Business**

**G. Rates and Charges**

		Monthly Rate	Per Minute
A.	Per Minute of Use		
	Month-to-Month	\$5.00	\$0.18
	1 Year Term	\$5.00	\$0.17
	2 Year Term	\$5.00	\$0.16
	3 Year Term	\$5.00	\$0.15

Issued: January 13, 1999  
Issued By:

Manoj Puranik  
President/Chief Executive Officer  
2815 Northwest 13th Street, Suite 201  
Gainesville, Florida 32609  
352-375-2702

Effective Date:

**SECTION 4 – RATES, Continued**

**4.3. INTERLATA INTRASTATE LONG DISTANCE MESSAGE  
TELECOMMUNICATIONS SERVICE**

4.3.1 End users can sign up for month-to-month or term commitment plans. Termination penalties for cancellation of service under a term commitment plan will apply.

4.3.2 There are no day periods offered for intrastate interLATA calling. Only one rate is assigned to an end user's intrastate interLATA toll calling.

**4.2.3 Term Commitment Plans**

End users have the option of getting a lower per minute rate by committing to a dollar volume of per month intraLATA intrastate. Minimum dollar commitment to qualify for a term plan is \$150 per month. Any commitment larger than \$200 per month is subject to ICB pricing.

**4.2.4. Rates and Penalties**

	<b>Month-to-Month</b>	<b>1 Year Term Commitment</b>	<b>3 Year Term Commitment</b>
Intrastate InterLATA service	\$ .30 per minute	\$ .23 per minute	\$ .15 per minute
Early Termination Penalty	none	50% of remaining commitment per month charges	50% of remaining commitment per month charges

Issued: January 13, 1999  
Issued By:

Manoj Puranik  
President/Chief Executive Officer  
2815 Northwest 13th Street, Suite 201  
Gainesville, Florida 32609  
352-375-2702

Effective Date:

**SECTION 4 – RATES, Continued**

**4.4. REVERSAL OF CHARGES (COLLECT CALLS)**

4.4.1 Collect calls are permissible for all telephone calls except calls to which Dial Station-to-Station rates apply.

4.4.2 The regularly established Operator Station-to-Station and Person-to-Person rates apply.

**4.5. DIRECTORY ASSISTANCE**

Directory assistance is accessible by dialing “1,” the area code of the desired number and “555-1212.”

Directory assistance, per call  
Directory Direct Connection Plus

**4.6. SPECIAL RATES FOR THE HANDICAPPED**

4.6.1. Directory Assistance

There shall be no charge for up to fifty (50) calls per billing cycle from lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of fifty (50) within a billing cycle.

4.6.2. Hearing and Speech Impaired Persons

Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

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Issued: January 13, 1999  
Issued By:

Manoj Puranik  
President/Chief Executive Officer  
2815 Northwest 13th Street, Suite 201  
Gainesville, Florida 32609  
352-375-2702

Effective Date:

**SECTION 4 – RATES, Continued**

**4.6. SPECIAL RATES FOR THE HANDICAPPED, Continued**

**4.6.3. Telecommunications Relay Service**

For intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay service calls by 50 percent off of the otherwise applicable rate for a voice non-relay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted to 60 percent off of the otherwise applicable rate for a voice non-relay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

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Issued: January 13, 1999  
Issued By:

Manoj Puranik  
President/Chief Executive Officer  
2815 Northwest 13th Street, Suite 201  
Gainesville, Florida 32609  
352-375-2702

Effective Date:

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Issued: January 13, 1999

Effective Date:

Issued By:

Manoj Puranik  
President/Chief Executive Officer  
2815 Northwest 13th Street, Suite 201  
Gainesville, Florida 32609  
352-375-2702