

ORIGINAL

GURMAN BLASK & FREEDMAN

CHARTERED

SUITE 500

1400 SIXTEENTH STREET, N.W.

WASHINGTON, D.C. 20036

TELEPHONE (202) 328-8200

TELECOPIER (202) 462-1784

(202) 462-1786

March 16, 1999

FEDERAL EXPRESS

Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

990340-TX

Re: Applications of CommcoTec Corporation for Authority to Provide
Alternative Local Exchange Service and Interexchange Telecommunications
Service Within the State of Florida

Dear Sir or Madam:

CommcoTec Corporation hereby submits two applications seeking: (1) Authority to Provide (ALEC) Alternative Local Exchange Service Within the State of Florida and (2) Authority to Provide Interexchange Telecommunications Service Within the State of Florida. An original and seven (7) copies of each application and the appropriate tariff are enclosed. The \$250.00 filing fee for each application is attached to each original. Please date stamp one copy of each application and return it in the postage-paid envelope provided to the undersigned.

Financial showings for both applications contain proprietary information and are submitted in separate envelopes labeled "Confidential." CommcoTec Corporation requests that these exhibits remain strictly confidential.

Should there be any questions or additional information required, please do not hesitate to contact me at (202) 328-8200. Thank you for your time.

Sincerely,

Brenda Boykin

Brenda J. Boykin
Counsel to CommcoTec Corporation

Check received with filing and forwarded to Fiscal for deposit. Please forward a copy of check to bank with postage deposit.

Initials of person who forwarded check:

JB

Enclosures

DOCUMENT NUMBER-DATE

990340 MAR 17 99

FISCAL-RECORDS/REPORTING

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DEPOSIT

DATE

FEDERAL EXPRESS

D107

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FOR SECURITY PURPOSES, THIS DOCUMENT CONTAINS MICROPRINTING IN THE BORDER AND AN ARTIFICIAL WATERMARK ON THE REVERSE SIDE. HOLD AT AN ANGLE TO VIEW.

GURMAN, BLASK & FREEDMAN, CHARTERED

1400 SIXTEENTH STREET, N.W.
SUITE 500
WASHINGTON, D.C. 20036

EXPLANATION	AMOUNT
Florida IXC application fee	

15-52/540

5045

PAY AMOUNT OF

Two Hundred Fifty

00/100

DOLLARS

CHECK AMOUNT

DATE	TO THE ORDER OF	GROSS	CHECK NUMBER	CHECK AMOUNT
3/15/99	Florida PSC	1067-11	5045	\$ 250.00
		DESCRIPTION		

CRESTAR

CRESTAR BANK, N.A.
WASHINGTON, D.C.

Doane J. Kerbel

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Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

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SUITE 500
WASHINGTON, D.C. 20036

EXPLANATION	AMOUNT
Florida IXC application fee	

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5045

AMOUNT Two Hundred Fifty 00/100 DOLLARS

CHECK AMOUNT

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1/15/99	Florida PSC		1067-11	5045	\$ 250.00

CRESTAR CRESTAR BANK, N.A.
WASHINGTON, D.C.

Doane J. Keshel

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DIVISION OF COMMUNICATIONS
BUREAU OF SERVICE EVALUATION

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

Instructions

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

Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6770

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

Florida Public Service Commission
Division of Communications
Bureau of Certification and Evaluation
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6600

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SUITE 500
WASHINGTON, D.C. 20036

EXPLANATION	AMOUNT
Florida IXC application fee	

15-52540

5045

PAY
AMOUNT
OF

Two Hundred Fifty

00/100

DOLLARS

CHECK
AMOUNT

DATE	TO THE ORDER OF	GROSS	DESCRIPTION	CHECK NUMBER	CHECK AMOUNT
3/15/99	Florida PSC		1067-11	5045	\$ 250.00

CRESTAR

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APPLICATION

1. This is an application for $\sqrt{\quad}$ (check one):

(X) **Original certificate** (new company).

() **Approval of transfer of existing certificate:**

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

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

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

2. Name of company:

CommcoTec Corporation

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

CommcoTec Corporation

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

CommcoTec Corporation

4513 Pin Oak Court

Sioux Falls, South Dakota 57103

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

1201 Hays Street

Tallahassee, Florida 32301

(Registered Agent)

6. Structure of organization:

- Individual Corporation
 Foreign Corporation Foreign Partnership
 General Partnership Limited Partnership

 Other _____

7. **If individual**, provide:

Name: _____ Not Applicable.

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

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

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

_____ Not Applicable.

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

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

_____ Authority granted January 27, 1999; document number F99000000525

_____ Please see Exhibit B.

10. **If using fictitious name-d/b/a**, provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida: Not Applicable.

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

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

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

Not Applicable.

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

Name: Not Applicable. _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ **Fax No.:** _____

Internet E-Mail Address: _____

Internet Website Address: _____

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

(a) **The Florida registration number:** Not Applicable. _____

14. Provide **F.E. I. Number**(if applicable): 46-0449153 _____

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

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

Not Applicable.

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

Not Applicable.

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

(a) The application:

Name: Brenda J. Boykin

Title: Associate; Gurman, Blask & Freedman, Chartered

Address: 1400 Sixteenth Street, N.W., Suite 500

City/State/Zip: Washington, D.C. 20036

Telephone No.: (202) 328-8200 **Fax No.:** (202) 462-1784

Internet E-Mail Address: bboykin@gurman.com

Internet Website Address: none

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

Name: Laurie Arthur

Title: Consultant

Address: 4513 Pin Oak Court

City/State/Zip: Sioux Falls, South Dakota 57103

Telephone No.: (605) 338-3632 Fax No.: (605) 338-3938

Internet E-Mail Address: laurart@ideesign.com

Internet Website Address: Will be established as soon as practicable.

(c) Complaints/Inquiries from customers:

Name: Laurie Arthur

Title: Consultant

Address: 4513 Pin Oak Court

City/State/Zip: Sioux Falls, South Dakota 57103

Telephone No.: (888) 538-5796 Fax No.: (605) 338-3938

Internet E-Mail Address: Yet to be established.

Internet Website Address:

17. List the states in which the applicant:

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

None.

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

California, Arizona, Massachusetts, Nevada, New York and Oregon.

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

None.

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

None.

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

None.

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

None.

18. Submit the following:

A. Financial capability.

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

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

1. the balance sheet:

See Confidential Exhibit II.

2. income statement: and

3. **statement of retained earnings.** See Confidential Exhibit II.

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

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

1. **written explanation** that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served. See Confidential Exhibit I.
2. **written explanation** that the applicant has sufficient financial capability to maintain the requested service. See Confidential Exhibit I.
3. **written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations.

See Confidential Exhibit I.

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

**** APPLICANT ACKNOWLEDGEMENT STATEMENT ****


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

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

UTILITY OFFICIAL:

	March 12, 1999
_____ Signature	_____ Date
.. President	(605) 335-5504
_____ Title	_____ Telephone No.
Address: 4513 Pin Oak Court	(605) 338-3938
Sioux Falls, South Dakota 57103	_____ Fax No.

ATTACHMENTS:

- A - CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT
- B - INTRASTATE NETWORK
- C - AFFIDAVIT
- GLOSSARY

**** APPENDIX B ****

INTRASTATE NETWORK (if available)

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

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

1) _____	2) _____
_____	_____
3) _____	4) _____
_____	_____

Please see Exhibit C.

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

1) _____	2) _____
_____	_____
3) _____	4) _____
_____	_____

Please see Exhibit C.

3. TRANSMISSION FACILITIES: POP-to-POP facilities by type of facilities (microwave, fiber, copper, satellite, etc.) and indicate if owned or leased.

<u>POP-to-POP</u>	<u>OWNERSHIP</u>
1) _____	_____
2) _____	_____
3) _____	_____
4) _____	_____

Please see Exhibit C.

AFFIDAVIT

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

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

UTILITY OFFICIAL:


	March 12, 1999
Signature	Date
President	(605) 335-5504
Title	Telephone No.
Address: Scott Reardon	(605) 338-3938
4513 Pin Oak Court	Fax No.
Sioux Falls, South Dakota 57103	

EXHIBIT A

CommcoTec Corporation has assembled a top-tier management team drawn from leading data communications, computer and telecommunications companies.

Day-to-day technical and operational planning is headed by Gerald Prothro, former Chief Information Officer at IBM. Working with him is a large team from Wireless Facilities, Inc. ("WFI"), focusing on network design and deployment issues. The WFI team members are internationally recognized experts in RF engineering and system design with decades of experience in the wireless communications industry.

BIOGRAPHIES OF OFFICERS, DIRECTORS AND CONSULTANTS

Scott Reardon, President , Treasurer and Director

Since 1980, Mr. Reardon has been President and CEO of Dakon Venture Capital, LLC and its predecessor in interest, focusing investment primarily in pursuing international wireless telecommunications opportunities. Mr. Reardon has also owned and operated cellular telephone systems in South Dakota and Illinois and has been an investor in various FM radio stations.

Prior to 1980, Mr. Reardon was a corporate officer and member of the Board of Directors of Dakon, Inc., a wholesale supplier of farm, hydraulic, and lawn equipment to 6,000 retailers and manufacturers located in eight midwestern states. Mr. Reardon earned an A.B., Economics from Georgetown University and an M.S., Business Administration from American University.

Dr. Rosemarie Reardon, Chairman of the Board of Directors

Dr. Rosemarie Reardon received her doctorate degree in psychology from the University of South Dakota in 1978. Her undergraduate degree in psychology is from the Albertus Magnus College, and her masters work was completed at the Catholic University in Washington, D.C. She began her psychology practice at the Leander Clinic in 1979. From 1985 to 1993, she was affiliated with the McGreevy Clinic and was on staff at McKennon Hospital and Sioux Falls Hospital, all in Sioux Falls, South Dakota. Dr. Reardon served as chairwoman for six years of the South Dakota Licensing Board for Psychologists and served a three year term as President of the South Dakota Psychological Association.

David L. Knudson, Secretary

David L. Knudson is an attorney who brings to CommcoTec expertise in banking law, corporate finance law and tax law. Mr. Knudson gained this experience as a member of Davenport, Evans, Hurwitz & Smith, L.L.P., the largest law firm in South Dakota. He also served as Chief of Staff, South Dakota Governor's Office in 1995 and 1999. Mr.

Knudson graduated from Harvard University (A.B.) cum laude in 1972; New York University (J.D.) in 1975 and from the University of South Dakota (M.B.A.) in 1981. Mr. Knudson was a Root-Tildon Scholar from 1972 to 1975 and was admitted to the South Dakota Bar in 1975.

Lori Jean Furness, Assistant Vice President

Lori Jean Furness holds a B.S. in Business Education from Northern State College in Aberdeen, South Dakota. She has been working in the telecommunications field since 1992. On behalf of CommcoTec, she is responsible for general administrative duties, including preparing and tracking corporate documents, assisting with regulatory compliance and license perfection, and management of accounts payable.

Gerald D. Prothro, Consultant

Mr. Prothro is a consultant in the telecommunications industry and specializes in technology integration, network computing systems and financial management. He formerly served as Vice President and Chief Information Officer at IBM, where he was responsible for the technical direction and business management of internal computing worldwide and managed the corporate information technology budget of \$4.4 billion. Mr. Prothro also served as IBM Vice President of Information and Telecommunications Systems, where he was responsible for the establishment and sourcing of computer services to IBM Global Services. Earlier positions include IBM Director and Secretary of Management Board and Management Committee. Mr. Prothro holds a B.S. in Mathematics and Physics and M.S. in Physics from Howard University, and an MBA from Harvard Graduate School of Business.

Laurie Arthur, Consultant

Laurie Arthur is an advisor to CommcoTec and its parent corporation, Commco Communications Corporation. She is responsible for financial and administrative functions of both companies and has extensive experience with financial analysis, regulatory compliance, contracting functions, oversight of Federal Communications Commission application tracking and license perfection. Previously, Ms. Arthur was Vice President of Cellular One of Sioux Falls, providing assistance with company plan design, construction, vendor selection, interconnection, roaming agreements and compliance. Her communications experience also includes the development of FM radio licenses in multiple markets, including regulatory compliance, local leases and oversight of technical and mechanical site development.

Thomas R. Lucke, Consultant

Thomas Lucke is a principal with the Cambridge Strategic Management Group, Inc. ("CSMG"). CSMG is an international strategy consulting firm, with offices in Cambridge, Massachusetts, and London, U.K., specializing in the telecommunications

industry. CSMG clients include local and international service providers, global equipment manufacturers, software providers, and financial institutions with business interests in telecommunications. Mr. Lucke is working with CommcoTec to develop strategies that capitalize on emerging telecommunications market opportunities and fixed wireless technologies.

He has worked extensively in wireless communications since the earliest cellular systems were launched in the U.S. and Europe in the 1980's. Mr. Lucke has been a member of start-up teams that pioneered ventures in cellular telephony, DBS, wireless data, PCS and high-power satellite services in the U.S. and Europe. He has extensive experience in strategy consulting with high technology companies, as well as an operations background in integrated circuits, consumer electronics, industrial controls, aerospace, and software.

Prior to joining CSMG, Mr. Lucke led the Strategy Consulting Group at Price Waterhouse in its work with technology-based clients. He holds a B.S. from Rensselaer Polytechnic Institute and an M.S.I.A. from the Graduate School of Industrial Administration at Carnegie Mellon University.

Masood Tayebi, Consultant

Dr. Tayebi is President and Director of Wireless Facilities Inc., which specializes in telecommunications infrastructure development and has its principal office in San Diego, California. Dr. Tayebi is assisting with the development of CommcoTec's infrastructure, including network design, engineering and implementation. Prior to co-founding Wireless Facilities Inc. in 1994, Dr. Tayebi was an engineer with a number of leading international companies. In the early 1990's Dr. Tayebi was a consultant to LCCI and DTI. During this period he worked on several important projects, including, CDMA, GSM/DCSI800 Radio Sub-System Simulation, MIRS Radio Sub-System Simulation and the development of a GSM/DCSI800 hand-off simulation tool. He then joined LCC/TSI as Senior Manager of Engineering. There, as head of the Technology and Special Projects Department, he was solely responsible for all the activities of the group, from technical projects to project planning and budgeting. Dr. Tayebi was also responsible for all of Nextel's Midwest markets and the Clearnet (Canadian) ESMR projects.

As Manager of Engineering for Cellnet in the late 1980's, Dr. Tayebi was responsible for GSM2 radio standards on behalf of the company. He implemented the first GSM-based radio in London and conducted tests to investigate the capabilities and range of a GSM system.

Dr. Tayebi received his Ph.D. in Mobile Radio Propagation from the University of Liverpool, U.K. and was awarded his Masters of Science in Electronics Engineering from the University of Southampton, U.K.

EXHIBIT B

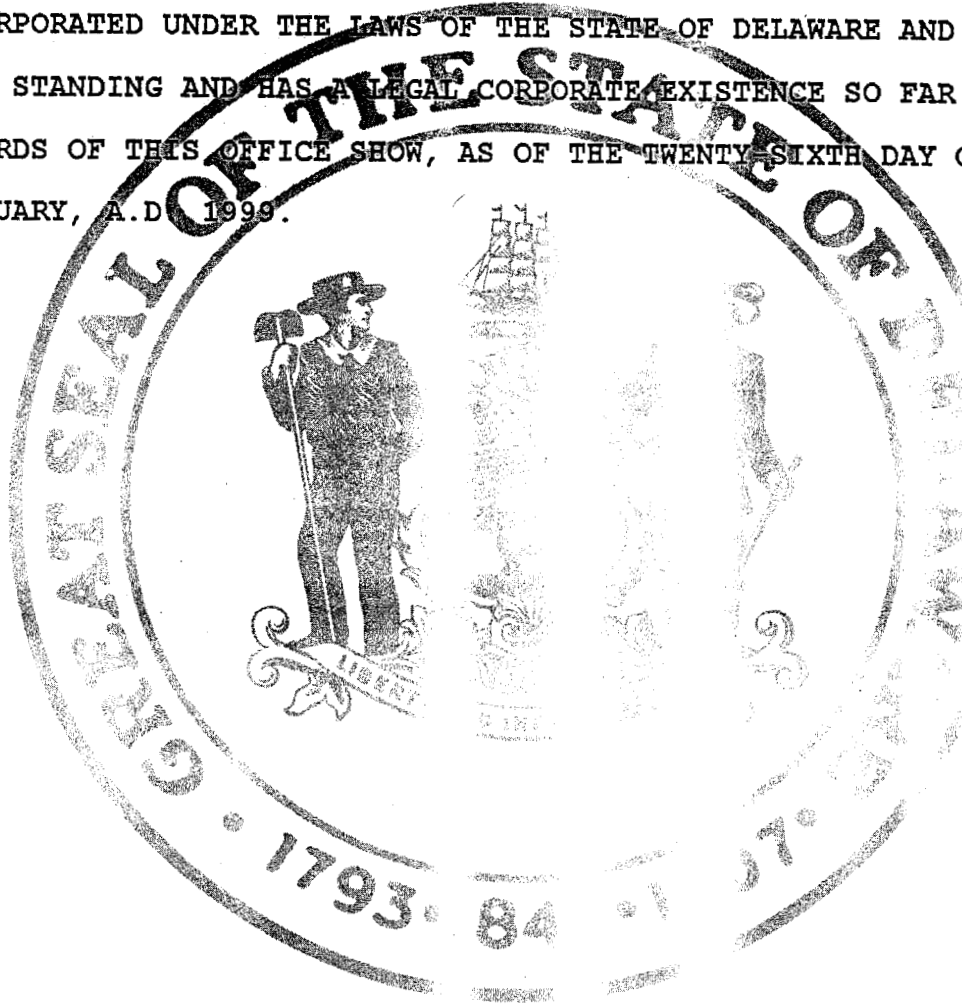
CORPORATE CHARTER OF COMMCOTEC CORPORATION

Attached please find copies of the Corporate Charter of CommcoTec Corporation and CommcoTec Corporation's Certificate of Authority to Transact Business as a Foreign Corporation in the State of Florida.

State of Delaware
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "COMMCOTEC CORPORATION" IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-SIXTH DAY OF FEBRUARY, A.D. 1999.



Edward J. Freel

Edward J. Freel, Secretary of State

2903483 8300
991075005

AUTHENTICATION: 9598344

DATE: 02-26-99

State of Florida



Department of State

I certify from the records of this office that COMMCOTEC CORPORATION, is a corporation organized under the laws of Delaware, authorized to transact business in the State of Florida, qualified on January 27, 1999.

The document number of this corporation is F99000000525.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1999, and its status is active.

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

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-seventh day of January, 1999



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

EXHIBIT C

PROPOSED FACILITIES

CommcoTec Coporation ("CommcoTec") proposes deployment of a wireless broadband "last mile" local access network that will utilize frequency pairs in the 38.6-40.0 GHz band to carry high-speed, digital traffic, including voice, data, and video transmission to business customers in urban and suburban markets.¹

CommcoTec has been licensed by the Federal Communication Commission ("FCC") to provide radio microwave services in the 38.6-40.0 GHz radio band in forty-two states.² CommcoTec is in the process of filing for and/or obtaining the requisite authority to provide competitive switched local exchange, inter LATA and intra LATA resale services in each state where it holds licenses.

CommcoTec's local traffic will be routed in part over networks of its underlying local carrier(s). Consequently, the quality of service that CommcoTec's local exchange customers receive will be equivalent to that provided by the incumbent LEC. CommcoTec's resold services will be augmented through construction of a microwave network in its FCC licensed areas. As a result,

¹ The 38.6-40.0 GHz radio band is a portion of the "millimeter wave" frequency band. The term millimeter wave frequency band is taken from the fact that the wavelength of the radio signals on frequencies between 30 GHz and 300 GHz ranges between 1 and 10 millimeters. The millimeter wave region of the spectrum is a major resource that is largely undeveloped and underutilized today. *See Amendment of Parts 2 and 15 of the Commission's Rules to Permit Use of Radio Frequencies Above 40 GHz for New Radio Applications*, 9 FCC Rcd 7078, 7080 (1994).

²The FCC has issued licenses for CommcoTec to operate microwave systems in Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Utah, Virginia, Washington, West Virginia and Wisconsin.

CommcoTec will employ a combination of its own and third party equipment, services, and facilities in providing the proposed facilities-based and resold services.

CommcoTec's wireless network uses a cellular architecture that is conservative in design to deliver high quality voice and data transmissions which meet telephone industry standards and are fundamentally equivalent to the transmission quality associated with fiber optic transmission facilities.

CommcoTec will build a series of hubs throughout each service area. Each hub serves multiple subscriber buildings through use of point-to-multipoint microwave technology. All the hubs in a service area will be connected to a CommcoTec-owned Network Operation Center (NOC) which houses the voice and data switching center for the network.

The switching equipment CommcoTec deploys will be optimized for the different types of data and voice communications traffic CommcoTec's network will handle. The NOC will also house the equipment required to monitor network performance, provide new service to customers, and diagnose trouble reports. The switching center will serve as the main point for interconnection to other networks. Voice traffic from CommcoTec's customers can be routed to either the incumbent local exchange carrier (ILEC) or to an interexchange carrier (IXC) to complete a call. Similarly, data traffic can be directed to a private network or one of the national public data networks to connect to host computers, local area networks (LAN) or the Internet.

On the customer premises, voice and data will be transmitted and received by a small (12"-18") enclosed antenna on the roof of the subscriber building. Equipment in the subscriber node will separate the voice from the data traffic. The two streams subsequently will be split into individual voice and data circuits that interconnect with customer PBX or LANs through cabling within the building.

End users will access the network via existing telephone jacks, or in the case of data services, by connecting database servers or data networks to the interface unit using an off-the-shelf high speed communications line ranging from DS0 to OC-12 rates.

CommcoTec's service offering to small and medium sized businesses consists of voice and data services with high quality and low prices. Features include symmetric data rates upstream and downstream, bandwidth on demand, voice and data services via IP or ATM, and the ability to provide larger customers with dedicated capacity, route diversity, and end-to-end quality of service.

CommcoTec's voice offering includes traditional local exchange services through individual business lines. Voice value-added services include call forwarding, call waiting, three-way calling, voice mail, and busy line interrupt among others. CommcoTec also offers long distance calling plans within and between LATAs. CommcoTec's data offering provides a wide range of services to small and medium businesses. The wireless broadband network allows CommcoTec to offer fractional DS-1 or full DS-3 point-to-point connections. These can be used by customers to connect multiple locations on a private data network, provide high-speed links to the Internet, or connect to long-haul public data networks.

In the future, CommcoTec will offer value added IP-based services, such as IP fax, secure document delivery, video conference bridging, remote backup, applications hosting, and Internet security. These services are enabled by the broadband nature of the network.

In Florida, the high frequency microwave technology that will be employed in CommcoTec's network will offer equivalent capabilities of a fiber optic network, but with distinct advantages over wireline "last mile" solutions. First, the requirement for expensive and time consuming civil work is eliminated, and there is no need to dig up public or private rights of way. As a result, deployment is quicker, less expensive, and causes no disruption to the community and environment. Second,

CommcoTec's wireless network has substantially lower network maintenance, management and operating costs. Third, the network is modular and fully expandable, so CommcoTec's network can grow as the number of subscribers expands. Buildout can be targeted to areas where there is sufficient demand, meeting customer need where it arises and minimizing financial risk. Fourth, CommcoTec's network is ideal for meeting the telecommunications needs of small and medium sized businesses who have so far had difficulty meeting their bandwidth requirements at reasonable costs. CommcoTec has an important role to play in expanding the use of advanced telecommunications services by Florida businesses. By offering one-stop-shopping for telecommunications services and bandwidth on demand, CommcoTec will make advanced telecommunications services accessible, attractive, and economically feasible to small and medium sized companies.

TITLE SHEET**FLORIDA TELECOMMUNICATIONS TARIFF**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by CommcoTec Corporation, with principal offices at 4513 Pin Oak Court, Sioux Falls, South Dakota 57103. This tariff applies for services furnished within the State of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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Sioux Falls, South Dakota 57103

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CHECK SHEET

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

Sheet Number	Revision	Sheet Number	Revision
1	Original		
2	Original		
3	Original		
4	Original		
5	Original		
6	Original		
7	Original		
8	Original		
10	Original		
11	Original		
12	Original		
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29	Original		
30	Original		
31	Original		
32	Original		

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TARIFF FORMAT

This tariff is divided into the following major sections:

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised sheet 14 cancels the 3rd revised sheet 14. Because of the various suspension periods, deferrals, etc., followed by the Commission in its tariff approval process, the most current sheet number on file with the Commission is not always the tariff sheet in effect.
- C. **Paragraph Number in Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.5
 - 2.5.1
 - 2.5.1 A.
 - 2.5.1 A. 1
 - 2.5.1 A. 1 (a)
 - 2.5.1 A. 1 (a) I.
 - 2.5.1 A. 1 (a) I. (i)
 - 2.5.1 A. 1 (a) I. (i) (1)
- D. **Check Sheet** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision.

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SYMBOLS SHEET

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

- (D) Delete Or Discontinue
- (I) Change Resulting In An Increase to A Customer's Bill
- (M) Moved From Another Tariff Location
- (N) New
- (R) Change Resulting In A Reduction To A Customer's Bill
- (T) Change In Text Or Regulation But No Change In Rate Or Charge

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SECTION 1 - APPLICATION OF TARIFF

- 1.1 This tariff contains the regulations and rates applicable to local exchange services provided by CommcoTec Corporation to business customers for telecommunications between points within the State of Florida. CommcoTec Corporation's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 1.2 The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of the Company.
- 1.3 The Customer is entitled to limit the use of the Company's services by end users at the Customer's facilities, and may use other common carriers in addition to or in lieu of the Company.
- 1.4 The Company's facilities-based local exchange services may be provided to Customers in the service areas indicated on the map below:

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SECTION 2 - EXPLANATION OF TERMS

ACCESS CODE - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 10XXX, 10XXXXX, 950-0XXX, or 950-1XXX.

ACCESS LINE - An arrangement which connects the Customer's location to the Company's network switching center.

ACCESS MINUTES - Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

ANSWER SUPERVISION - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

AUTHORIZATION CODE - A numerical code, one or more of which are available to a Customer to enable him/her to access the Company, and which are used by the Company both to prevent unauthorized access to its facilities and to identify the Customer for billing purposes.

CALL - A Customer attempt for which the complete address code is provided to the service end office.

CARRIER OR COMMON CARRIER - Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

CENTRAL OFFICE - A local Company switching system where exchange service Customer station loops are terminated for purposes of interconnection to each other and to trunks.

CHANNEL - A communications path between two or more points of termination.

COMMISSION or F.P.S.C. - Florida Public Service Commission.

COMMUNICATIONS SYSTEM - Denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.

COMPANY - CommcoTec Corporation.

CUSTOMER - Any individual, partnership, association, corporation or other entity which orders service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

CUSTOMER DESIGNATED PREMISES - The premises specified by the Customer for termination of Access Services.

DUAL TONE MULTIFREQUENCY (DTMF) - Tone signaling, also known as touch tone signaling.

END OFFICE SWITCH - A Company switching system where exchange service Customer station loops are terminated for purposes of interconnection to each other and to tandem switches.

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SECTION 2 - EXPLANATION OF TERMS (Cont'd)

END USER - Any Customer of an intrastate telecommunications service that is not a Carrier or Common Carrier, except that a Carrier shall be deemed to be an End User when such Carrier uses a telecommunications service for administrative purposes. A person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller when making such service available to others, directly or indirectly.

EXCHANGE - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

FACILITIES - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

FIRST POINT OF SWITCHING - The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer premises.

INTERSTATE COMMUNICATIONS - Any communications with that crosses over a state boundary. Interstate Communications includes interstate and international communications.

INTERRUPTION - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits, busy or other network and/or switching capacity shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Company. Any Interruption allowance provided within this tariff by the Company shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Company, pursuant to the terms of this tariff, terminates service because of non-payment of bills, unlawful or improper use of the Company's facilities or service, or any other reason covered by this tariff or by applicable law.

INTRASTATE COMMUNICATIONS - Any communication which originates and terminates within the same state and is subject to oversight by a state regulatory commission as provided by the laws of the state involved.

LOCAL ACCESS AND TRANSPORT AREA (LATA) - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

LOCAL CALLING AREA - A geographical area, as defined in the Company's local or general exchange service Tariff in which an End User may complete a call without incurring toll usage charges.

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SECTION 2 - EXPLANATION OF TERMS (Cont'd)

OFF-HOOK - The active condition of Switched Access Service or a telephone exchange line.

ON-HOOK - The idle condition of Switched Access Service or a telephone exchange line.

POINT OF TERMINATION - The point of demarcation within a Customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and Customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

PREMISES - A building or buildings on contiguous property, not separated by a public highway or right-of-way.

SPECIAL ACCESS CIRCUIT - The physical pathway for transmission of information between a dedicated originating point and a dedicated terminating point.

TRANSMISSION PATH - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

TRUNK - A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

TRUNK GROUP - A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

USER or END USER - A Customer, Joint User, or and other person authorized by a Customer to use service provided under this tariff.

WIRE CENTER - A physical location in which one or more central offices, used for the provision of exchange services, are located.

ZERO MILE CIRCUIT - A circuit between 0 miles and 3/4 of a mile in length.

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SECTION 3 - RULES AND REGULATIONS**3.1 UNDERTAKING OF THE COMPANY**

- 3.1.1 The Company's services and facilities are furnished for communications originating at specified points within the State of Florida under terms of this tariff.
- 3.1.2 The Company shall be responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any services provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communication with its own Customers.
- 3.1.3 The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such an arrangement.
- 3.1.4 The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.
- 3.1.5 Service is subject to the availability of necessary service, equipment and facilities and the economic feasibility of providing such necessary service, equipment and facilities.
- 3.1.6 Services are offered via the Company's facilities (whether owned, leased or under contract) in combination with resold services provided by other certified carriers.
- 3.1.7 Any other Carrier may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- 3.1.8 To the extent that either the Company or any other Carrier exercises control over available cable pairs, conduit, duct space or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other Carrier shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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SECTION 3 - RULES AND REGULATIONS, (Cont'd)

3.2 USE OF FACILITIES AND SERVICE

3.2.1. Use of Service

- A. Service may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- B. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- C. The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- D. The Company's services may be canceled for nonpayment of uncontested bill charges or for other violations of this tariff.

3.2.2. Limitations

- A. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- B. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.
- C. The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- D. The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

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SECTION 3 - RULES AND REGULATIONS, (Cont'd)

3.2 USE OF FACILITIES AND SERVICE (Cont'd)

3.2.2. Limitations (Cont'd)

- E. 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.
- F. All facilities provided under this tariff are directly controlled by the Company and the Customer may not transfer or assign the use of service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- G. 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 for service.
- H. Customers reselling or rebilling services must have a Certificate of Public Convenience and Necessity as an interexchange carrier for the Florida Public Service Commission.

3.2.3. Customer-Authorized Use

The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its Customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

3.2.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

3.3 MINIMUM PERIOD OF SERVICE

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

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SECTION 3 - RULES AND REGULATIONS, (Cont'd)

3.4 PAYMENT FOR SERVICE RENDERED

3.4.1 Billing

- A. Service is provided and billed on a monthly basis.
- B. Bills shall be typed or machine printed and shall contain a listing of all charges and the period of time covered by the billing. The local service charges may be shown as a single item even though they include extensions and other items for which a flat monthly charge is made. The Company shall provide the Customer with a breakdown of local service charges upon request. Statements itemizing message toll charges, if applicable, shall be included in bills to Customers.
- C. Payment is due within thirty (30) days after Customer's receipt of its bill.
- D. The Customer is responsible for payment of all charges for service furnished to the Customer, or the Customer's agents, End Users or Customers. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported promptly to the Company.
- E. The Company reserves the right to assess a charge of \$10.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written. The foregoing shall not limit the Company's right to discontinue service for returned checks.
- F. The Company may impose a late payment charge of 1.5% on any bill not paid within thirty (30) days of receipt by the Customer.
 - 1. Late payment charges do not apply to final accounts.
 - 2. Late payment charges do not apply to government agencies of the State of Florida.
- G. When billing functions on behalf of the Company are performed by local exchange telephone companies, or others, the payment conditions and regulations of such companies apply, including any applicable interest and/ or late payment charge conditions.

3.4.2. Contested Charges

- A. All bills are presumed accurate, and will be binding on the Customer unless objection is received by the Company within thirty (30) days after such bills are rendered. In the case of a billing dispute between the Customer and the Company for service furnished to the Customer or an end user, which cannot be settled with mutual satisfaction, the Customer can take the following course of action within thirty (30) days of the billing date.

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SECTION 3 - RULES AND REGULATIONS, (Cont'd)

3.4 PAYMENT FOR SERVICE RENDERED (Cont'd)

3.4.2 Contested Charges (Cont'd)

- B. First, the Customer may request, and the Company will provide, 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 disconnect.
- C. Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of the Company, the Customer may file an appropriate complaint with the Commission. The address and telephone number of the Commission is:

Florida Public Service Commission
Division of Communications
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850
(850) 413-6600

3.5 DEPOSITS

The Company does not require deposits from Customers.

3.6 ADVANCE PAYMENTS

For Customers whom the Company feels advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.

3.7 TAXES

All federal excise taxes and state and local sales taxes, are billed as separate items and are not included in the quoted rates.

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SECTION 3 - RULES AND REGULATIONS, (Cont'd)

3.8 INSPECTION, TESTING AND ADJUSTMENT

- 3.8.1 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. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
- 3.8.2 The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.
- 3.8.3 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.
- 3.8.4 Pursuant to section 515-12-1-.16 of the Rules and Regulations of the State of Florida, in the event that service must be interrupted for purposes of working on the lines or equipment, the work shall be done at a time which will cause minimal inconvenience to Customers. The Company shall attempt to notify each affected Customer in advance of the interruption. Emergency service shall be available as required, for the duration of the interruption.

3.9 SUSPENSION OR TERMINATION OF SERVICE

- 3.9.1 The Company, upon five (5) working days written notice to the Customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:
- A. Non-payment of any sum due to Company for regulated service for more than thirty (30) days beyond the date of rendition of the bill for such service.
 - B. A violation of any regulation governing the service under this tariff.
 - C. A violation of any law, rule, or regulation of any government authority having jurisdiction over such service.
 - D. In the event of Customer use of equipment in such a manner as to adversely affect the Company's service to others.
 - E. In the event of tampering with the equipment furnished and owned by the Company.

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SECTION 3 - RULES AND REGULATIONS, (Cont'd)**3.9 SUSPENSION OR TERMINATION OF SERVICE****3.9.1 (Cont'd)**

F. The Company has given the Customer notice and has allowed a reasonable time to comply with any rule, remedy, and deficiency as stated in Rule 25-4.113, F.A.C., Refusal or Discontinuance of Service by Company.

3.9.2 Service may be discontinued by the Company, without notice to the Customer, by blocking traffic to certain countries, cites, or NXX exchanges, or by blocking calls using certain Customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assist in a new authorization code to replace the one that has been deactivated.

3.9.3 Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the Customer may require termination of a Customer's service until such time as new arrangements can be made. No charges will be assessed the Customer while service is terminated, and no connection charges will apply when the service is restored.

3.10 OBLIGATIONS OF THE CUSTOMER**3.10.1 General**

- A. The Customer is responsible for payment of the charges set forth in this tariff
- B. The Customer is responsible for compliance with the applicable regulations set forth in this tariff.
- C. The Customer shall indemnify and hold the Company harmless from any liability disclaimed by the Company as specified in Section 3.11 below, arising in connection with the provision of service by the Company.

3.10.2. Damages

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

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SECTION 3 - RULES AND REGULATIONS, (Cont'd)**3.10 OBLIGATIONS OF THE CUSTOMER (Cont'd)****3.10.3 Ownership of Facilities**

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.

3.10.4 Equipment Space and Power

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services.

3.10.5 Access to Customer Premises

The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for the Company to install, repair, maintain, program, inspect or remove equipment with the provision of the Company's services.

3.10.6 Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

3.10.7 Proper Interface

The Customer shall ensure that the equipment and/or system is properly interfaced with Company facilities or services, that the signals emitted into the Company's network are of the proper mode, bandwidth, power and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon five (5) days written notice, via first class U.S. mail terminate the Customer's service.

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SECTION 3 - RULES AND REGULATIONS, (Cont'd)**3.11 LIABILITY OF THE COMPANY**

- 3.11.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the Customer or the period during which the aforementioned faults in transmission occur.
- 3.11.2 The Company shall be indemnified and held harmless by the Customer against:
- A. Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over the Company's facilities.
 - B. All other claims arising out of any act or omission of the Customer in connection with any service or facility provided by the Company.
- 3.11.3 The liability of the Company for any loss or damages whatsoever arising out of mistakes, omissions, delays, errors, defects or failures in the service, or in any non-regulated equipment or facilities, shall not exceed an amount equivalent to the proportionate charge to the Customer for the period during which the mistake, omission, delay, or failure existed, or the tariff charge for the call involved. Under no circumstances shall the Company be liable for any consequential, special, indirect incidental or exemplary damages.
- 3.11.4 The Company shall not be liable for any act or omission or any connecting carrier, underlying carrier, or local exchange company; for acts or omission of any other providers of connections, facilities, or connection provided by the Customer.
- 3.11.5 The Company shall not be liable for defacement of, or damage to, the premises of a Customer resulting from the attachment of instruments, apparatus and associated wiring furnished by the Company on such Customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of the Company's gross negligence. No agents or employees of the other participating carriers shall be deemed to be agents or employees of the Company.
- 3.11.6 The Company shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order or regulation or other action of any governing authority or agency thereof.
- 3.11.7 The Company shall not be liable for any unlawful or unauthorized use of the Company's facilities and service, unless such use results solely from the negligence or willful misconduct of the Company.
- 3.11.8 The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment with the Company's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

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SECTION 3 - RULES AND REGULATIONS, (Cont'd)

3.12 INTERRUPTION OF SERVICE

- 3.12.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in 3.11 herein. It shall be the Customer's obligation to notify the Company immediately of any service interruption for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within its control, if any, furnished by the Customer and connected to the Company's facilities. No refund or credit will be made for the time that the Company stands ready to repair the service and the subscriber does not provide access to the Company for such restoration work.
- 3.12.2 No credit shall be allowed for an interruption of a continuous duration of less than twenty-four hours after the subscriber notifies the Company.
- 3.12.3 The Customer shall be credited for an interruption of more than twenty-four hours as follows:

Credit Formula:

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

"A" - outage time in hours

"B" - total days in month

"C" - total monthly charge for affected facility

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SECTION 4 - DESCRIPTION OF SERVICE

4.1 EXCHANGE ACCESS SERVICE

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

- A. receive calls from other stations on the public switched telecommunications network;
- B. access other services offered by the Company as set forth in this and other tariffs
- C. access certain interstate and international calling services
- D. access (at no additional charge) the Company's operators and business office for service related assistance;
- E. access (at no additional charge) emergency services by dialing 0 or 9-1-1; and
- F. access the Telecommunications Relay Service; and
- G. access services provided by other common carriers which purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or which maintain other types of traffic exchange arrangements with the Company.

4.1.2 The following Exchange Access Services are offered at rates as set forth in Section 6.4:

Basic Line Service
Basic Trunk Service
DID Trunk Service

4.1.3. Basic Line Service

Basic Line Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Basic Lines are provided for connection of Customer-provided single station sets or facsimile machines to the public switched telecommunications network. Each Basic Line may be configured into a hunt group with other Company-provided Basic Lines. Basic Line rates may be charged either on a flat or measured basis.

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SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

4.2 EXCHANGE ACCESS SERVICE

4.2.4 Basic Trunk Service

- A. Basic Trunk Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchange (PBX) to the public switched telecommunications network. Each Basic Trunk is provided with touch tone signaling and may be configured into a hunt group with other Company-provided Basic Trunks.
- B. Basic Trunks may be equipped with Analog Direct Inward Dial (DID) capability and DID number blocks for additional charges, as set forth in Section 6.4.4.

4.2.5 DID Trunk Service

DID Trunk Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to receive incoming calls one call at a time. DID Trunk Service transmits the dialed digits for all incoming calls allowing the customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID number blocks apply in addition to the DID Trunk charges.

4.3 DIRECTORY SERVICES

4.3.1 Directory Listing

For each Customer of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number¹ in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings for an additional charge as set forth in Section 6.5 of this Tariff.

¹ For Customers with multiple premises served by the Company, the Company will arrange for a listing of the main billing telephone number at each premise.

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SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)**4.3.2 Directory Assistance (DA)**

- A. A call to Directory Assistance may be considered completed whether or not the number(s) requested are available from DA records.
- B. Customers and Users of the Company's calling services (excluding Toll Free Services offered pursuant to Tariff No.2), may obtain assistance in determining telephone numbers within Florida by calling the Directory Assistance operator.

4.4 OPERATOR SERVICES

4.4.1 Operator Handled Calling Services are provided to Customers and Users of Company-provided Exchange Access Services.

4.4.2 Operator Assistance

- A. The End User places the call without dialing the destination number, although the capability to do it himself exists. The end user will dial "0" for local calls and then request the operator to dial the called station.
- B. The total charge for each completed operator assisted call consists of two charge elements (except as otherwise provided herein): a fixed operator service charge, which will be dependent on the type of billing selected by the user (i.e., telephone calling card, commercial credit card, collect to the called party, third party billing) and/or the completion restriction selected by the user (i.e., station-to-station or person-to-person); and a measured usage charge dependent on the duration, distance and time of day of the call. The usage charge element is specified as a rate per minute which applies to each minute of call duration, with a minimum charge for each call of one minute, and with each fractional minute of use thereafter counted as one full minute.

4.4.3 Busy Line Verify and Line Interrupt Service

- A. Upon request of a calling party the Company will verify a busy condition on a called line.
- B. The operator will determine if the line is clear or in use and report to the calling party.
- C. The operator will interrupt the call on the called line only if the calling party indicates an emergency or requests interruption.

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SECTION 4 - DESCRIPTION OF SERVICES

4.4 OPERATOR SERVICES (Cont'd)

D. A charge will apply when:

1. The operator verifies that the line is busy with a call in progress;
2. The operator verifies that the line is available for incoming calls;
3. The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party of the name of the calling party. One charge will apply for both verification and interruption.

4.4.3 Busy Line Verify and Line Interrupt Service (Cont'd)

- E. No charge will apply when the calling party advises that the call is to or from an official public emergency agency.
- F. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.
- G. The Customer shall indemnify and hold the Company harmless against all claims that may arise from either party to the interrupted call or any person.

4.4.5 Universal Emergency Telephone Number Service

Universal Emergency Telephone Number Service (911 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center Customer exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number will not be charged for the call.

4.5 PRIVATE LINE

CommcoTec offers a point-to-point millimeter wave facility that utilizes the 39 GHz radio frequency bandwidth to provide dedicated intrastate communications links.

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SECTION 4 - DESCRIPTION OF SERVICES**4.5 PRIVATE LINE (Cont'd)****4.5.1 DS-1 and Below**

DS-1 service is a digital transmission facility of up to 1.544 Mbps with a capacity of up to 24 analog or digital channels. This service supports voice, analog data, digital data and video.

4.5.2 DS-3

DS-3 service is a digital transmission facility of 44.736 Mbps with a capacity of 28 DS-1 channels or 672 voice, analog data or digital data channels.

4.6 SPECIAL ARRANGEMENTS**4.6.1 Individual Case Basis (ICB) Arrangements**

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

4.6.2 Temporary Promotional Programs

The Company may from time to time offer promotional services with the approval of the Commission, wherein it may waive or reduce non-recurring and/or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers.

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SECTION 5 - LOCAL CALLING AREA

5.0 LOCAL CALLING AREA

Local calling areas are equivalent to those areas and specified by BellSouth Telecommunications, Inc.

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SECTION 6 - RATES**6.1 APPLICABILITY**

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

6.2 METHOD OF APPLYING RATES**6.2.1 Charges Based on Duration of Use**

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- A. Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- B. Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- C. Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- D. Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- E. All times refer to local time.

6.2.2 Charges Based on Distance

Where charges for a service are specified based upon distance, the following rules apply:

- A. Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in the Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

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SECTION 6 - RATES (Cont'd)

6.2 METHOD OF APPLYING RATES (Cont'd)

6.2.2 Charges Based on Distance (Cont'd)

B. The airline distance between any two rate centers is determined as follows:

1. Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.
2. Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
3. Square each difference obtained in step (2) above.
4. Add the square of the "V" difference and the square of the "H" difference obtained in step (3) above.
5. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
6. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

7. FORMULA:
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

6.3 APPLICABLE TAXES AND SURCHARGES

In addition to the rates and charges applicable according to the rules and regulations of this Tariff, the Customer is responsible for other local, state and federal taxes, charges or surcharges (however designated) imposed on sale or use of the network.

6.4 TIME PERIODS DEFINED

6.4.1 Unless otherwise indicated in this Tariff, the following time periods apply.

DAY -	Monday-Friday	8:00 AM - 4:59 PM
EVENING -	Sunday-Friday	5:00 PM - 10:59 PM
NIGHT -	Sunday-Saturday	11:00 PM - 7:59 AM
	Saturday	8:00 AM - 10:59 PM
	Sunday	*:00 AM - 4:59 PM

6.4.2 All times refer to local time.

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SECTION 6 - RATES (Cont'd)**6.5 DETERMINING APPLICABLE RATE IN EFFECT**

For the initial minute, the rate applicable at the start of chargeable time at the calling station applies. For additional minutes, the rate applicable is that rate which is in effect at the calling station when the additional minute(s) begin. That is, if chargeable time begins during the Day period, the Day rate applies to the initial minute and to any additional minutes that the call continues during the rate period. If the call continues into a different rate period, the appropriate rates from that period apply to any additional minutes occurring in that rate period. If an additional minute is split between two rate period, the rate period applicable at the start of the minute applies to then entire minute.

6.6 MINIMUM CALL COMPLETION RATE

A Customer can expect a call completion rate of not less than ninety (90) percent during peak use periods for all FGD services ("1+" dialing).

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SECTION 6 - RATES (Cont'd)

6.7 EXCHANGE ACCESS SERVICE

6.7.1	Basic Line Service (Flat Rate) Per Line	<u>Non-Recurring</u> \$50.00	<u>Monthly Recurring</u> \$30.00
6.7.3	Basic Trunk Service (Flat Rate) Per Line	<u>Non-Recurring</u> \$50.00	<u>Monthly Recurring</u> \$45.00
6.7.4	DID Trunk Service (Flat Rate) Termination Per Trunk Block of 20 DID Numbers	<u>Non-Recurring</u> \$90.00 \$700.00	<u>Monthly Recurring</u> \$35.00 \$3.50

6.8 DIRECTORY SERVICE

6.8.1	Directory Listings Each Add'l Listing	<u>Non-Recurring</u> \$0.00	<u>Monthly Recurring</u> \$1.75
6.8.2	Directory Assistance Per Call Charged	<u>Non-Recurring</u> \$0.35	<u>Monthly Recurring</u> \$0.00

6.9 OPERATOR SERVICE

6.9.1	Operator Assistance	<u>Non-Recurring</u> \$0.80	<u>Monthly Recurring</u> \$0.00
6.9.2	Busy Line Verification and Intercept	<u>Non-Recurring</u> \$0.50	<u>Monthly Recurring</u> \$0.00
6.9.3	Intercept Call Completion Service	<u>Non-Recurring</u> \$0.50	<u>Monthly Recurring</u> \$0.00

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SECTION 6 - RATES (Cont'd)

6.10 PRIVATE LINE

6.10.1 DS-1 and Below Rates

<u>(Per circuit)</u>	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Installation:	\$700.00	\$0.00
Zero Mile Circuit:	\$0.00	\$230.00
Additional Miles (fixed)	\$0.00	\$90.00
Per Mile	\$0.00	\$25.00

6.10.2 DS-3 Rates

<u>(Per circuit)</u>	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Installation:	\$3500.00	\$0.00
Zero Mile Circuit:	\$0.00	\$1150.00
Additional Miles (fixed):	\$0.00	\$450.00
Per Mile	\$0.00	\$125.00

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