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SERVICE COMMISSION

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October 15, 1999

Via Federal Express

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

991616-TX

Re: O1 Communications of Florida, LLC
Application for Authority to Provide Interexchange Service
Application for Authority to Provide Local Exchange Service

Dear Sir or Madam:

Enclosed herewith are the following:

1. Original and six copies of O1's Application for Authority to Provide Interexchange Telecommunications Service. Please note that pursuant to the Commission's requirements, the confidential information contained within the Application is included in the original and one copy and has been redacted from the remaining five copies.
2. Original and six copies of O1's Application for Authority to Provide Alternative Local Exchange Service. Again, please note that pursuant to the Commission's requirements, the confidential information contained within the Application is included in the original and one copy and has been redacted from the remaining five copies.
3. Original and six copies of O1's Motion regarding the confidential documents contained with each Application. *12665-99*
12666-99 Conf.
4. Original and six copies of O1's Local Exchange Price List.
5. Original and six copies of O1's Interexchange Tariff.

o1.COM
770 L STREET SUITE 960
SACRAMENTO, CA 95814
888.444.1111
WWW.O1.COM

An extra copy of each document is also enclosed, which I would appreciate your stamping as received and returning to my attention in the enclosed, self-addressed Federal Express envelope.

DOCUMENT NUMBER-DATE
12665 OCT 18 99
DIVISION OF RECORDS AND REPORTING

Check returned with log and
initials of person who forwarded check:
[Signature]

Florida Public Service Commission
October 15, 1999
Page 2

Also enclosed are two checks in the amount of \$250.00 each, representing the required filing fee for each Application.

Thank you for your assistance and cooperation. If you have any questions regarding the above, please do not hesitate to give me a call.

Very truly yours,

O1 COMMUNICATIONS, INC.

A handwritten signature in black ink, appearing to read "Alexandra Hanson". The signature is fluid and cursive, with a long horizontal stroke at the end.

Alexandra Hanson
Assistant Director, State Regulatory Affairs

Enclosures

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

DIVISION OF TELECOMMUNICATIONS
BUREAU OF CERTIFICATION AND SERVICE EVALUATION

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

991616-TX

Instructions

- ◆ This form is used as an application for an original certificate and for approval of the assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See 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 Telecommunications
Bureau of Certification and Service Evaluation
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6600

APPLICATION

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

Original certificate (new company).

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

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

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

2. Name of company:

O1 Communications of Florida, LLC

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

O1 Communications of Florida, LLC

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

770 L Street, Suite 960

Sacramento, CA 95814

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

Applicant does not yet have an office location in Florida.

6. Structure of organization:

- () Individual () Corporation
() Foreign Corporation () Foreign Partnership
() General Partnership () Limited Partnership
(XX) Other Limited Liability Company

7. **If individual**, provide:

Name: _____

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:**

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

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

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

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

11. ~~If a limited liability partnership~~^{company}, provide proof of registration to operate in Florida:

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

L99000006493

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

Name: _____

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:** _____

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

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

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

No.

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

No. _____

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

(a) The application:

Name: Alexandra Hanson

Title: Assistant Director, State Regulatory Affairs

Address: 770 L Street, Suite 960

City/State/Zip: Sacramento, CA 95814

Telephone No.: (916) 760-4607 **Fax No.:** (916) 441-1805

Internet E-Mail Address: ahanson@o1.com

Internet Website Address: o1.com

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

Name: Alexandra Hanson

Title: Assistant Director, State Regulatory Affairs

Address: 770 L Street, Suite 960

City/State/Zip: Sacramento, CA 95814

Telephone No.: (916) 760-4607 **Fax No.:** (916) 441-1805

Internet E-Mail Address: ahanson@o1.com

Internet Website Address: o1.com

(c) Complaints/Inquiries from customers:

Name: Max Seely

Title: Senior Vice President, Sales and Marketing

Address: 770 L Street, Suite 960

City/State/Zip: Sacramento, CA 95814

Telephone No.: (916) 760-4600 **Fax No.:** (916) 441-1805

Internet E-Mail Address: mseely@o1.com

Internet Website Address: o1.com

17. List the states in which the applicant:

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

Applicant's parent company, O1 Communications, Inc., a California corporation, has competitive local exchange and interexchange carrier authority in California and has been operating there since Sept. 1998. O1 Communications, Inc. is or will be applying for certification in 30 states within the next six months.

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

Applicant has no such applications pending. However, applicant's parent company, O1 Communications, Inc., is or will be applying for certification in 30 states within the next six months.

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

Applicant is not certificated in any state. However, applicant's parent company is certificated in the State of California.

(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;
2. income statement; and
3. statement of retained earnings.

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:

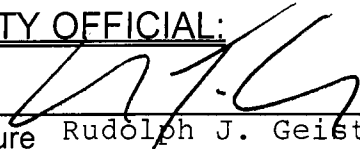
1. **written explanation** that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
 2. **written explanation** that the applicant has sufficient financial capability to maintain the requested service.
 3. **written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations.
- B. Managerial capability: give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.
- 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 1** (financial capability), **Exhibit 2** (managerial capability), and **Exhibit 3** (technical capability) attached hereto.

**** APPLICANT ACKNOWLEDGMENT STATEMENT ****

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **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:


Signature Rudolph J. Geist

October 15, 1999
Date

Executive Vice President, General
Title Counsel

(916) 760-4603
Telephone No.

Address: 770 L Street, Suite 960
Sacramento, CA 95814

(916) 441-1805
Fax No.

ATTACHMENTS:

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

CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT

NOT APPLICABLE

I, (Name) _____,

(Title) _____ of (Name of Company)

_____ and current holder of Florida Public Service Commission Certificate Number # _____

_____, have reviewed this application and join in the petitioner's request for a:

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

of the above-mentioned certificate.

UTILITY OFFICIAL:

Signature Date

Title Telephone No.

Address: _____
Fax No.

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) _____
_____	_____

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

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

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

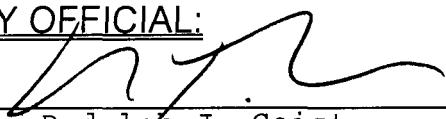
<u>POP-to-POP</u>	<u>OWNERSHIP</u>
1) _____	_____
2) _____	_____
3) _____	_____
4) _____	_____

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:

	<u>October 15, 1999</u>
Signature Rudolph J. Geist	Date
Executive Vice President, General Counsel	(916) 760-4603
Title	Telephone No.
Address: 770 L Street, Suite 960	(916) 441-1805
Sacramento, CA 95814	Fax No.

O1 Communications of Florida, LLC

APPLICATION FOR AUTHORITY TO PROVIDE
ALTERNATIVE LOCAL EXCHANGE SERVICE

Exhibit 1

Financial Capability

Applicant is financially qualified to render its proposed telecommunications services in Florida. Applicant has access through its parent company, O1 Communications, Inc., a California corporation ("O1-California"), to the financing and capital necessary to fulfill any obligations it may undertake with respect to the operation and maintenance of its Florida operations. Initial funding has been provided to Applicant by O1-California, and the investors in O1-California have agreed to commit the resources necessary to procure loans and financing as may be required for operation of the business. Applicant therefore has ample financial resources to operate the proposed telecommunications services.

Attached hereto are the current Statement of Income, Statement of Assets, Liabilities and Stockholders' Equity, Statement of Cash Flows, and Credit Information Sheet of O1 Communications, Inc., the parent company of O1 Communications of Florida, LLC.

O1 Communications, Inc.

Shipping and Billing Address

*Corporate Offices
770 L Street, Suite 960
Sacramento, CA 95814
Phone: 916-760-4608
Fax: 916-441-1805*

Accounting and Billing Inquiries

*Wendy Riddell
Phone: 916-810-8980
Fax: 916-810-8975
e-mail: wriddell@o1.com*

Corporate Officers

*Brad Jenkins, CEO / President
916-810-8844 / brad@jps.net*

*Max Seely, VP Sales & Marketing
916-760-4602 / mseely@o1.com*

*Rudolph Geist, VP Corporate Counsel
916-760-4603 / rgeist@o1.com*

Corporation Identification Numbers

Federal Tax ID #: 68-0419858

CA Corporation #: 2112682

Banking Information

Westamerica Bank
*300 Capitol Mall
Sacramento, CA 95814
Contact: Chris Andrade
916-449-8347
Account #: 527-90449-4*

Credit References

Ascend Credit Corporation
*1701 Harbor Bay Parkway
Alameda, CA 94502-3002
Jack Chillemi
Phone: 510-747-2773
Fax: 510-747-2528
Credit Limit: \$7,000,000*

Fujitsu
*2801 Telecom Parkway
Richardson, TX 75082
Mona Zain
Phone: 972-479-2923
Fax: 972-479-2926
Credit Limit: \$18,000*

O1 Communications of Florida, LLC

APPLICATION FOR AUTHORITY TO PROVIDE
ALTERNATIVE LOCAL EXCHANGE SERVICE

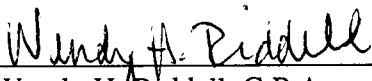
Exhibit 1, cont'd.

Statement by Controller

I, Wendy H. Riddell, am the Controller of O1 Communications Inc. and Applicant. I affirm that the financial statements attached to this Application for Authority to Provide Alternative Local Exchange Service are true and correct and were prepared in accordance with Generally Accepted Accounting Principles (GAAP).

I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct.

Executed on October 15, 1999 at Sacramento, California.



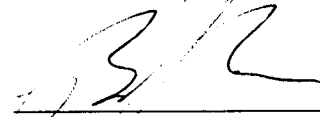
Wendy H. Riddell, C.P.A.
Controller
O1 Communications, Inc.

Statement by President and Chairman

I, Bradley L. Jenkins, am the President and Chairman of O1 Communications, Inc. and Applicant. I affirm that the financial statements attached to this Application for Authority to Provide Alternative Local Exchange Service are true and correct to the best of my knowledge, information and belief.

I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct.

Executed on 10/15, 1999 at Sacramento, California.



Bradley L. Jenkins
President and Chairman
O1 Communications, Inc.

O1 Communications of Florida, LLC

APPLICATION FOR AUTHORITY TO PROVIDE
ALTERNATIVE LOCAL EXCHANGE SERVICE

Exhibit 2

Managerial Capability

Bradley L. Jenkins is the Company's President and founder. Mr. Jenkins has years of experience owning and operating telecommunications and finance related companies. Previous to founding O1 Communications in early 1998, Mr. Jenkins was the founder, President and sole proprietor of JPS.Net, the largest privately-owned Internet service provider in California, which he recently sold to a publicly-traded ISP company. Mr. Jenkins' telecommunications experience ranges from constructing and operating next-generation Inter/IntraLATA telecommunications networks to arranging capital financing sources to fund business activities.

Rudolph J. Geist is the Company's Executive Vice President, General Counsel. Prior to joining O1 Communications, Mr. Geist practiced telecommunications law with the Washington, DC-based firm of Wilkes, Artis, Hedrick & Lane, where he specialized in defining and developing Internet and emerging telecommunications law, and represented ISPs and telecommunications carriers in state and federal policy and regulatory matters. Mr. Geist was also co-founder of U.S. Netway, Inc., an ISP servicing Pennsylvania. He regularly publishes in the areas of telecommunications and Internet regulatory policy, including columns for *Boardwatch Magazine*, *CLEC Magazine*, *ISP Report: The Financial Newsletter for Internet Service Providers*, and contributions to *ISP Today Magazine*, *Rural Telecommunications*, and *UTC Journal*. Mr. Geist also regularly lectures at ISPCON and IIR Interconnection. Mr. Geist received his law degree from the Communications Law Institute at Washington, DC-based Catholic University of America, where he served as lead articles editor of *CommLaw Conspectus: Journal of Communications Law and Policy*. He graduated *magna cum laude* and Phi Beta Kappa with an honors interdisciplinary degree in communications law from Temple University.

Max Seely is the Company's Senior Vice President, Sales and Marketing. Mr. Seely brings to the Company over twenty years of sales and marketing management experience. Prior to joining the Company, Mr. Seely was Vice President of Sales and Marketing for Pac West Telecommunications, a California based CLEC. While at Pac West, Mr. Seely was instrumental in developing the sales and marketing of Internet-related telecommunications services to over 100 ISP customers throughout California.

Ledford H. "Henry" Cook is the Company's Director of Network Services. Mr. Cook brings to the Company over twenty years of management and technical experience in engineering, sales and supplier management within the telecommunications industry. Prior to joining O1 Communications in 1999, Mr. Cook was employed by AT&T in numerous management capacities. While with AT&T, Mr. Cook gained very extensive experience in the areas of telecommunications Equipment Engineering, Vendor Technical Development, Network Supplier Management, Service Terminating Equipment, Access Supplier Management, and Digital Custom Services Planning. In the area of management, Mr. Cook managed several highly

successful teams and was the team leader of several Process Management and Quality Improvement Teams that were recognized for their quality excellence and exemplary performance. Mr. Cook holds an MBA Certificate from the AT&T School of Business, and a B.S. in Business Administration from the University of Phoenix.

Wendy Riddell is the Company's Controller. She is a licensed Certified Public Accountant and has had several years of public accounting experience. Prior to joining O1, Ms. Riddell was a Supervising Senior Auditor with KPMG LLP, one of the five largest accounting firms in the United States. During her tenure with KPMG LLP, Ms. Riddell provided assurance and consulting services to numerous publicly and privately held entities. Her experience in assisting these entities to fine tune their accounting procedures and strategies has provided Ms. Riddell with a solid foundation on which to build an efficient and effective financial operating environment for O1 Communications. Ms. Riddell holds a B.S. in Business Administration, with a concentration in Accountancy, from California State University, Sacramento.

O1 Communications of Florida, LLC

APPLICATION FOR AUTHORITY TO PROVIDE
ALTERNATIVE LOCAL EXCHANGE SERVICE

Exhibit 3

Technical Capability

See resumes of Applicant's officers and managers contained in Exhibit 2.

Applicant has the technical qualifications necessary to provide the proposed services. As described in Exhibit 2 hereto, the principals of the Applicant have extensive histories in managing and operating telecommunications businesses. O1 Communications, Inc., a California corporation ("O1-California"), Applicant's parent, was certified in California in September, 1998 and has been offering service to customers in California since August, 1999. Applicant, through its parent company, has extensive experience and processes in place for provisioning services and for providing customer service and billing functions. O1-California is currently constructing a statewide network in California, is connecting customers to its California network, and has/will soon have switching equipment in each of California's 10 LATAs, plus the Palm Springs Market Area. O1-California interconnects with the ILECs in each LATA at its switching center and purchases transport to most end offices within each LATA. The network is controlled at its Network Operations Center (NOC) in Sacramento, California. O1-California is also planning an east coast NOC at its New York City offices located at 40 Broad Street as its network expands throughout the U.S.

ORIGINAL

TITLE SHEET

FLORIDA TELECOMMUNICATIONS PRICE LIST

This price list contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for alternative local exchange telecommunications services provided by O1 Communications of Florida, LLC ("Company" or "O1"), with principal offices at 770 L Street, Suite 960, Sacramento, California 95814. This price list applies for services furnished within the State of Florida. This price list is on file with the Florida Public Service Commission, and copies may be inspected during normal business hours at the Company's principal place of business.

ISSUED: _____, 1999

EFFECTIVE: _____

Issued by:

Rudolph J. Geist
Executive Vice President, General Counsel
770 L Street, Suite 960
Sacramento, CA 95814

CHECK SHEET

The sheets listed below, which are inclusive of this price list, 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 price list and are currently in effect as of the date on the bottom of this page.

<u>Sheet</u>	<u>Revision</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original
26	Original
27	Original
28	Original
29	Original
30	Original

ISSUED: _____, 1999

EFFECTIVE: _____

Issued by:

Rudolph J. Geist
Executive Vice President, General Counsel
770 L Street, Suite 960
Sacramento, CA 95814

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ISSUED: _____, 1999

EFFECTIVE: _____

Issued by:

Rudolph J. Geist
Executive Vice President, General Counsel
770 L Street, Suite 960
Sacramento, CA 95814

SYMBOLS

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

- D** Delete or discontinue
- I** Change resulting in an increase to a customer's bill
- M** Moved from another price list 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

ISSUED: _____, 1999

EFFECTIVE: _____

Issued by:

Rudolph J. Geist
Executive Vice President, General Counsel
770 L Street, Suite 960
Sacramento, CA 95814

PRICE LIST FORMAT SHEETS

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

ISSUED: _____, 1999

EFFECTIVE: _____

Issued by:

Rudolph J. Geist
Executive Vice President, General Counsel
770 L Street, Suite 960
Sacramento, CA 95814

1. DEFINITIONS AND ABBREVIATIONS

ABBREVIATIONS

- DCS- Digital Cross Connect System.
- DS0- Digital Signal Level 0; a dedicated, full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps.
- DS1- Digital Signal Level 1; a dedicated, high capacity channel with a line speed of 1.544 Mbps. DS1 Service has the equivalent capacity of 24 Voice Grade or DS0 services.
- DS3- Digital Signal Level 3; a dedicated, high capacity channel with a line speed of 44.736 Mbps. DS3 has the equivalent capacity of 28 DS1 Services.
- Gbps- Gigabits per second; billions of bits per second.
- ICB- Individual Case Basis.
- Kbps- Kilobits per second; thousands of bits per second.
- LATA- Local Access and Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communications services.
- LEC- Local Exchange Company.
- Mbps- Megabits per second; millions of bits per second.
- N/A- Not Available.
- O1- Used throughout this tariff to refer to O1 Communications, Inc. of Nevada or the Company.
- OC-12- A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 622.08 Mbps.
- OC-3- A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 155.52 Mbps.
- POP- Point of Presence.

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1. DEFINITIONS AND ABBREVIATIONS, cont'd.

DEFINITIONS

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.

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.

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

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.

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

COMPANY - O1 Communications of Florida, LLC.

CUSTOMER - Any individual, partnership, association, corporation or other entity which subscribes to the services offered under this tariff, including both Interexchange Carriers and End Users.

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

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

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.

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1. DEFINITIONS AND ABBREVIATIONS, cont'd.

DEFINITIONS, cont'd.

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.

HOLIDAY - Holiday service will be offered by O1 on New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

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

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.

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.

O1 - Used throughout this tariff to refer to O1 Communications of Florida, LLC or the Company.

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

SERVING WIRE CENTER - The wire center from which the Customer-designated premises normally obtains dial tone from the Company.

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

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1. DEFINITIONS AND ABBREVIATIONS, cont'd.

DEFINITIONS, cont'd.

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.

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

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2. RULES AND REGULATIONS

2.1. Application for Service

Application for service may be made verbally or in writing. The name(s) of the customer(s) desiring to use the service must be set forth in the application for service.

2.2. Deposits

Deposits and/or advanced payments are not required.

2.3. Cancellation by Customer

2.3.1. Cancellation of service by the customer can be made either verbally or in writing as follows:

- (A) Where an application for service is canceled by the customer prior to the start of any design work or installation of facilities, no charge applies.
- (B) When an application which requires special design work is canceled after the design work has begun, the company may collect charges equal to the cost incurred for the associated design work to date.
- (C) If cancellation is requested after completion of an installation, it will be treated as a discontinuance of service. Any minimum contract requirements of prescribed service will be applicable.

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2. RULES AND REGULATIONS, cont'd.

2.4. Disconnection of Service by Carrier

2.4.1. The carrier may discontinue for any of the following reasons:

- (A) Nonpayment of bills;
- (B) Tampering with the company's property;
- (C) Vacation of the premises by subscriber;
- (D) Violation of rules, service agreements, or filed price list;
- (E) Use of subscriber equipment which adversely affects the company's service to its other subscribers;
- (F) Fraudulent obtaining or use of service; or
- (G) Unlawful use of service or use of service for unlawful purposes.

2.4.2. Except in case of danger to life or property, fraudulent use, impairment of service, or violation of law, the carrier will, prior to disconnection, mail written notice of the pending disconnection to the subscriber. The company will not disconnect service prior to the eighth business day following mailing of the notice. In the alternative, the company may provide delivered notice and disconnect not prior to 5:00 p.m. of the next business day.

2.4.3. Before service is disconnected, the company will make a good faith effort, by two attempts during reasonable hours, to reach the subscriber by telephone to advise the subscriber of the pending disconnection and the reasons therefor. The company will maintain a log or record of the attempts, showing the telephone number called and the time of call.

Telephone or personal contact need not be attempted when the company has attempted such contact in any two billing periods during a consecutive twelve-month period and the company has notified the subscriber in writing that telephone or personal contact will not be attempted in the future before disconnecting service.

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2. RULES AND REGULATIONS, cont'd.

2.5. Disconnection of Service by Carrier, cont'd.

- 2.4.4. All notices of delinquency or pending disconnection will include details pertinent to the situation and describe how the subscriber can make contact with the company to resolve any differences. All notices must accurately state amounts owing for service(s) which are subject to disconnection. A new notice will be required in cases where information is incorrect.
- 2.4.5. Except in case of danger to life or property, no disconnection shall be made on Saturdays, Sundays, legal holidays, or on any other day on which the company cannot reestablish service on the same or following day.
- 2.4.6. When the company has reason to believe service is to other than the subscriber of record, the company shall undertake reasonable efforts to inform occupants of the service address of the impending disconnection. In this case, at the request of the service users, a minimum period of five business days will be allowed to permit the service users to arrange for continued service.
- 2.4.9. Service will not be totally disconnected while a subscriber is pursuing any remedy or appeal provided for by Commission rules, provided any amounts not in dispute are paid when due.
- 2.4.10. Service will be restored when the causes of discontinuance have been removed and when payment or satisfactory arrangements for payment of all proper charges due from the customer has been made as provided for in the price list of the carrier.

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2. RULES AND REGULATIONS, cont'd.

2.5. Interruption of Service

- 2.5.1. It is the obligation of the customer to notify the carrier of any interruptions in the 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, or is not in wiring or equipment connected to the terminal of the carrier.
- 2.5.2. All reported interruptions of service will be restored within two working days, excluding Sundays and holidays, except those caused by emergency situations, unavoidable catastrophes and force majeure.

2.6. Restoration of Service

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, which specifies the priority system for such activities.

2.7 Rendering and Payment of Bills

- 2.7.1. The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by O1. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent (such as a local exchange telephone company). Any objections to billed charges must be reported to the Company or its billing agent within two years after receipt of bill. Adjustments to the Customer's bill shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

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2. RULES AND REGULATIONS, cont'd.

2.7 Rendering and Payment of Bills, cont'd.

- 2.7.2. In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owned to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred, including a collection fee on the unpaid charges accruing at a rate of one-and-one half percent (1.5%) per month. Collection fees on unpaid charges shall begin to accrue when the account is assigned to an outside collection agency. Such collection fees are separate and distinct from attorney's fees and other costs incurred in collecting charges owed to the Company. In any legal dispute between the customer and the Company, the nonprevailing party may be liable for court costs and attorney fees as determined by the court or by the Public Service Commission.
- 2.7.3. The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via their authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code.
- 2.7.4. In addition to other sales and usage taxes, the billing agent will add to Customers' bills certain federal, state and local surcharges.
- 2.7.5. A bill will not include any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill, with the following exceptions: collect calls, credit card calls, third party billed calls, "error file" (calls which cannot be billed due to the unavailability of complete billing information to the LEC). An additional exception for backbilling is permitted for a period of one and one-half years in cases involving toll fraud.

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2. RULES AND REGULATIONS, cont'd.

2.8 Disputed Bills

In the case of a dispute between a Customer and the Company as to the correct amount of a bill rendered by the Company for service furnished to the Customer, which cannot be adjusted with mutual satisfaction, the Customer may make the following arrangements:

- 2.8.1. The Customer may make a written request, and the Company shall comply with the request, for an investigation and review of the disputed amount.
- 2.8.2. The undisputed portion of the bill and subsequent bills, other than the disputed amount, must be paid by the "Due by" date shown on the bill. If the undisputed portion of the bill and subsequent bills become delinquent, the service may be subject to disconnection if the Company has provided the Customer written notice of such delinquency and impending termination as set forth in Section 2.5.2.
- 2.8.3. If there is still disagreement about the disputed amount after an investigation and review by a manager of the Company, the Customer may appeal to the Division of Consumer Affairs ("DCA") of the Public Service Commission for an investigation and decision. To avoid disconnection of service, the Customer must submit the claim and, if the bill has not been paid, deposit the amount in dispute with DCA within 7 calendar days after the date on which the Company notifies the Customer that the investigation and review have been completed and that such deposit must be made or service will be disconnected. However, the service will not be disconnected prior to the Due By Date shown on the bill. The Company may not disconnect the Customer's service for nonpayment as long as the Customer complies with these conditions.
- 2.8.4. The Company shall respond within 10 business days to requests for information issued by DCA. DCA will review the Customer's claim of the disputed amount, communicate the results of its review to the Customer and the Company, and disburse the monies deposited by the Customer.
- 2.8.5. The address of the Public Service Commission is as follows:

Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850
1-800-342-3552

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2. RULES AND REGULATIONS, cont'd.

2.9. Measurement of Service

When charges for calls are mileage sensitive, airline mileage is computed as described below.

Calls are measured and rounded to the higher full minute from the serving wire center of the Customer's originating location to the serving wire center of the destination of the call, regardless of Company routing. The distance between the serving wire center origination point and that of the destination point is calculated by using the "V" and "H" coordinates as defined by Bell Communications Research (BellCore) and NECA Tariff FCC No. 4 in the following manner:

- Step 1 Obtain the "V" and "H" coordinates for the originating and terminating wire centers.
- Step 2 Obtain the difference between the "V" coordinates of each of the serving wire centers. Obtain the difference between the "H" coordinates.
- Step 3 Square the differences obtained in Step 2.
- Step 4 Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 Divide the sum of the squares obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results.
- Step 6 Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the airline mileage of the call.

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

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2. RULES AND REGULATIONS, cont'd.

2.10. Interconnection

Interconnection with the facilities or service of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. The customer is responsible for taking all necessary legal steps for interconnecting customer-provided terminal equipment or communications systems with carrier's facilities. The customer shall secure all licenses, permits, right-of-way, and other arrangements necessary for such interconnection. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of the carrier and other participating carriers shall be provided at the customer's expense.

2.11. Liability

2.11.1. THE COMPANY WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES TO CUSTOMER, OR OTHERS USING THE SERVICE SUPPLIED TO CUSTOMER BY THE COMPANY AS A RESULT OF ANY COMPANY SERVICE, EQUIPMENT, OR FACILITIES, OR THE ACTS, OMISSIONS, NEGLIGENCE OF THE COMPANY'S EMPLOYEES, AGENTS, OR SUPPLIERS.

2.11.2. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes, any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

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2. RULES AND REGULATIONS, cont'd.

2.11. Liability, cont'd.

2.11.4. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers' facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.

2.11.5. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer, its employees, agents, or suppliers, or due to the failure or malfunction of Customer-provided equipment or facilities. This limitation of liability also pertains to Customer premises equipment purchased or leased from the Company by the Customer.

2.11.6. The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers, or supplying carriers to the Company, shall be deemed to be agents or employees of the Company.

2.11.7. Notwithstanding the Customer's obligations as set forth in Section 2.15, the Company shall be indemnified, defended, and held harmless (including costs and reasonable attorney's fees) by the Customer or by individuals affiliated with the Customer who are authorized by it to use the service against any claim, loss or damage arising directly or indirectly from Customer's use of services furnished under this tariff, including:

- (A) claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; or
- (B) patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; or
- (C) all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.

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2. RULES AND REGULATIONS, cont'd.

2.11. Liability, cont'd.

2.11.8. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service related to the claim is rendered.

2.11.9. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

2.11.10. The Company shall not be liable for any act or omission of any other company or companies supplying a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

2.11.11. The Company shall not be liable for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including, but not limited to, injuries to persons or property from voltages or currents transmitted over the service of the Company, (1) caused by Customer-provided equipment (except where a contributing cause is the malfunctioning of a company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billings for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs), or (2) not prevented by Customer-provided equipment but which would have been prevented had Company-provided equipment been used.

2.11.12. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous, or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

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2. RULES AND REGULATIONS, cont'd.

2.11. Liability, cont'd.

2.11.13. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps, including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all license, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the Customer, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent 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 written notice, terminate the Customer's service without liability.

2.12. Limitations of Service

2.12.1. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this price list. The Company may decline applications for service to or from a location which is more than 300 feet distant from existing facilities owned by the Company, where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.

2.12.2. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when service is used in violation of provisions of this tariff or the law.

2.12.3. 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 price list, shall not be liable for errors in transmission or for failure to establish connections.

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2. RULES AND REGULATIONS, cont'd.

2.12. Limitations of Service, cont'd.

2.12.4. 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 price list until the indebtedness is satisfied.

2.13. Use of Service

2.13.1. Service may be used by the Customer for any lawful purpose for which the service is technically suited.

2.13.2. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.

2.13.3. 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.

2.13.4. Any service provided under this price list may be resold to or shared (jointly used) with other persons at the Customer's option. Service may only be resold or shared in accordance with the provisions of the specific service. Specifically, residential service may only be used, resold or shared for noncommercial purposes. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this price list, 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.

2.14. 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.

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2. RULES AND REGULATIONS, cont'd.

2.15. Responsibilities of the Customer

- 2.15.1. The Customer is responsible for: 1) placing any necessary orders; 2) complying with price list regulations; 3) for assuring that users comply with price list regulations; 4) payment of charges for calls originated from the Customer's telephone lines.
- 2.15.2. The Customer is responsible for arranging access to its premises at times mutually agreeable to Company and the Customer when required for installation, repair, maintenance, inspection or removal of equipment associated with the provision of Company services.
- 2.15.3. The Customer is responsible for maintaining its terminal equipment and facilities in good operating condition. The Customer is liable for any loss, including loss through theft, of any Company equipment installed at Customer's premises.
- 2.15.4. The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via their authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code.

2.16. Special Arrangements and Construction

- 2.16.1. Special arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this tariff. Rates and charges for Special Arrangements or Special Construction will be offered to the Customer in writing and on a non-discriminatory basis.
- 2.16.2. Where the Company furnishes a facility or service under a Special Arrangement or Special Construction, charges will be based on the costs incurred by the Company and may include: (1) non-recurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) a combination thereof.

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2. RULES AND REGULATIONS, cont'd.

2.16. Special Arrangements and Construction, cont'd.

2.16.3. Basis for Cost Computation

Costs for special construction may include one or more of the following items to the extent they are applicable:

- (A) cost of installed facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost may include:
 - (1) installation of equipment and materials provided or used,
 - (2) engineering, labor and supervision during construction,
 - (3) transportation of materials, and
 - (4) rights of way required for transmission facilities;
- (B) cost of maintenance;
- (C) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- (D) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- (E) license preparation, processing and related fees;
- (F) tariff preparation, processing and other related regulatory fees;
- (G) any other identifiable costs related to the facilities provided; and
- (H) an amount for return and contingencies.

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2. RULES AND REGULATIONS, cont'd.

2.16. Special Arrangements and Construction, cont'd.

2.16.4. Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.

- (A) The termination liability period is the estimated service life of the facilities provided.
- (B) The amount of the maximum termination liability is equal to the estimated cost for installation and operation of the service during its service life. Costs include those items previously listed in Section 2.17.3.

2.17. Non-routine Installation and/or Maintenance

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

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3. SERVICE DESCRIPTIONS AND RATES

3.1. Description of Service

3.1.1. General

O1 seeks will provide all forms of local exchange telecommunications services throughout the entire state. O1 will offer services which allow its customers to originate and terminate local calls to other customers served by O1 as well as customers served by other authorized local exchange carriers. O1 will also provide switched access services to interexchange carriers on an equal access basis, which will allow O1's customers to originate and terminate intrastate and interstate calls to and from customers of interexchange carriers.

3.1.2. Local Exchange Services

O1 initially plans to offer local exchange services to business customers located in Florida. Exchange services include, but will not be limited to, the following:

1. local exchange access services to single-line and multi-line customers (including basic business and residential lines, direct inward/outward PBX trunk service, Centrex services and ISDN);
2. local exchange usage services to customers of O1's end user access line services; and
3. switched and special carrier access services to other common carriers on an equal basis.

3.2. Location of Service

O1 proposes to provide telecommunications services throughout the State of Florida in the service area of incumbent LECs Bell South, GTE, and Sprint.

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3. SERVICE DESCRIPTIONS AND RATES, cont'd.**3.3. Dedicated Business Data Service****3.3.1. General Description**

The Company provides dedicated business data services to Customers for transmission at 1.54 Mbps speeds. Customers may utilize the Company's dedicated business data services to access value-added services including the Internet or other online services. This service is a data-only service and does not include voice service.

Where connection is made to value-added services including the Internet or other online services the Customer will be responsible for usage or other charges assessed by the Internet or online service provider.

This service is limited to O1 service areas where O1 has equipment and facilities available and interconnection agreements between O1 and the ILEC.

Utilization of the Company's dedicated business data service requires specialized customer premises equipment ("CPE"). Such CPE may be obtained from the Company on a non-regulated basis or from a third party. It is the responsibility of the Customer to obtain the necessary CPE prior to use of service.

3.3.2. Rates and Charges**(A) DS1 Dedicated Data Service**

Term	Monthly Recurring	Installation
Month-to-Month	\$350 plus \$2.00/mile	\$700
One Year Contract	\$350 plus \$2.00/mile	\$350
Two Year Contract	\$350 plus \$2.00/mile	\$0

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3. SERVICE DESCRIPTIONS AND RATES, cont'd.

3.3. Dedicated Business Data Service, cont'd.

3.3.2. Rates and Charges, cont'd.

(B) Conditions of Service

- (1) Either party may terminate the contract at the end of the current term by providing the other party with 30 days' prior written notice. In the event that neither party gives such notice prior to the end of the initial or any subsequent term, the contract will be automatically renewed for an additional term equal in length to the expiring term of the agreement.
- (2) If Customer terminates the contract prior to the end of the contract term, or the contract term is terminated by O1 for material breach by the Customer, Customer shall become immediately liable for the full amount of the recurring monthly charges that would have been assessable during the remainder of the one or two year contract term for the applicable service.
- (3) The contract may not be assigned by Customer except to a wholly-owned subsidiary or affiliate held under common control with Customer, without the prior written consent of the Company, which will not be unreasonably withheld provided that the Company has been given at least 30 days to consider a request for its consent to the assignment.

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3. SERVICE DESCRIPTIONS AND RATES, cont'd.

3.4. Wholesale Data Service

3.4.1. General Description

These rates are applicable to the provision of DS1 wholesale data service to information service providers (“ISPs”) that employ computer processing applications to act on the format, content, code, protocol, or similar aspects of transmitted information, provide additional, different, or restructured information, or permit interaction with stored information. DS1 wholesale data service consists of 24 channel connections utilized for the purpose of terminating local end user calls to ISP modem equipment.

This service is limited to O1 service areas where O1 has equipment and facilities available and interconnection agreements between O1 and the ILEC.

3.4.2. Rates and Charges

(A) DS1 Wholesale Data Service

Term	Monthly Recurring	Installation
Month-to-Month	\$250	\$500
One Year Contract	\$250	\$250
Two Year Contract	\$250	\$0

(B) Conditions of Service

- (1) Customer must comply with reasonable requests by O1 for accurate forecasts of the numbers of customers that Customer will serve in each rate area in order to enable O1 to provide sufficient facilities to meet Customer’s requirements.
- (2) Service hereunder includes transport of end user calls to a single O1 point of interconnection in each LATA, as designated by O1.

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3. SERVICE DESCRIPTIONS AND RATES, cont'd.

3.4. Wholesale Data Service, cont'd.

3.4.2. Rates and Charges, cont'd.

(B) Conditions of Service, cont'd.

- (3) This service is specifically conditioned on O1's continuing ability to maintain suitable arrangements with other local exchange carriers for the termination to O1 of calls to the local access numbers furnished to Customer. In the event that O1 is unable to maintain arrangements with one or more other local exchange carriers under terms or conditions that O1, in its sole discretion, determines are fair and adequate, O1 may terminate service without liability upon one day's notice.
- (4) Terms and conditions for collocation of any facilities in O1's central offices will be based on negotiated contracts.
- (5) Regardless of whether Customer utilizes all 24 channels of a DS1 wholesale data service provided by O1, Customer must pay the full monthly rate for the service.
- (6) In order to be eligible to purchase O1 DS1 wholesale data service, Customer must also purchase O1's managed modem product pursuant to negotiated contract.
- (7) Either party may terminate the contract at the end of the current term by providing the other party with 30 days' prior written notice. In the event that neither party gives such notice prior to the end of the initial or any subsequent term, the contract will be automatically renewed for an additional term equal in length to the expiring term of the agreement.

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3. SERVICE DESCRIPTIONS AND RATES, cont'd.

3.4. Wholesale Data Service, cont'd.

3.4.2. Rates and Charges, cont'd.

(B) Conditions of Service, cont'd.

- (8) If Customer terminates the contract prior to the end of the contract term, or the contract term is terminated by O1 for material breach by the Customer, Customer shall become immediately liable for the full amount of the recurring monthly charges that would have been assessable during the remainder of the one or two year contract term for the applicable service.
- (9) The contract may not be assigned by Customer except to a wholly-owned subsidiary or affiliate held under common control with Customer, without the prior written consent of the Company, which will not be unreasonably withheld provided that the Company has been given at least 30 days to consider a request for its consent to the assignment.

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