

ORIGINAL

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

**DIVISION OF TELECOMMUNICATIONS**  
**BUREAU OF CERTIFICATION AND SERVICE EVALUATION**

Application Form for Authority to Provide  
Interexchange Telecommunications Service  
Between Points Within the State of Florida

000321-TI

Instructions

- ◆ This form is used as an application for an original certificate and for approval of 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**

Note: No filing fee is required for an assignment or transfer of an existing certificate to another certificated company.

- ◆ 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**

1. This is an application for  $\checkmark$  (check one):
- ( x ) **Original certificate** (new company).
  - ( ) **Approval of transfer of existing certificate:**  
**Example**, a certificated company purchases an existing certificated company and desires to retain the authority of both certificates.
  - ( ) **Approval of assignment of existing certificate:**  
**Example**, a non-certificated company purchases an existing company and desires to retain the certificate of authority rather than apply for a new certificate.
  - ( ) **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:

Cypress Communications, Inc.

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

Cypress Communications of South Florida, Inc.

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

Fifteen Piedmont Center

Suite 710

Atlanta, GA 30305

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

1404 Brickell Ave., Suite 309

Miami, FL 33131

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

7. Structure of organization;

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

8. If individual, provide:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Internet E-Mail Address: \_\_\_\_\_

Internet Website Address: \_\_\_\_\_

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

(a) **The Florida Secretary of State Corporate Registration number:**

\_\_\_\_\_

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

(a) **The Florida Secretary of State Corporate Registration number:**

F99000005375

11. **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:** F99000005375

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

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

13. **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: \_\_\_\_\_

14. **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:** \_\_\_\_\_

15. Provide **F.E.I. Number** (if applicable): 58-2330270

16. Provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services?  
(  ) Yes (  ) No

(b) If not, who will bill for your services?

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

(c) How is this information provided?

\_\_\_\_\_  
\_\_\_\_\_

17. Who will receive the bills for your service?

(  ) Residential Customers  
(  ) PATs providers  
(  ) Hotels & motels

(  ) Business Customers  
(  ) PATs station end-users  
(  ) Hotel & motel guests

( ) Universities ( ) Universities dormitory residents  
( ) Other: (specify) \_\_\_\_\_

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

(a) The application:

**Name:** Eric D. Edmondson

**Title:** Attorney; Arent Fox Kintner Plotkin & Kahn, PLLC

**Address:** 1050 Connecticut Avenue, N.W.

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

**Telephone No.:** 202/857-6160

**Fax No.:** 202/857-6395

**Internet E-Mail Address:** edmondse@arentfox.com

**Internet Website Address:** www.arentfox.com

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

**Name:** Robert W. McCarthy

**Title:** Vice President and General Counsel

**Address:** Cypress Comm., Inc., Fifteen Piedmont Center, Suite 710

**City/State/Zip:** Atlanta, GA 30305

**Telephone No.:** 404/869-2500

**Fax No.:** 404/869-2525

**Internet E-Mail Address:** r.mccarthy@cypresscom.net

**Internet Website Address:** www.cypresscom.net

(c) Complaints/Inquiries from customers:

**Name:** Robert W. McCarthy

**Title:** Vice President and General Counsel

**Address:** Cypress Comm., Inc., Fifteen Piedmont Center, Suite 710

**City/State/Zip:** Atlanta, GA 30305

**Telephone No.:** 404/869-2500 **Fax No.:** 404/869-2525

**Internet E-Mail Address:** Rmccarthy@cypresscom.net

**Internet Website Address:** www.cypresscom.net

19. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

N/A

(b) has applications pending to be certificated as an interexchange telecommunications company.

N/A

(c) is certificated to operate as an interexchange telecommunications company.

N/A

(d) has been denied authority to operate as an interexchange telecommunications company and the circumstances involved.

N/A

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

N/A

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

N/A

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20. 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. If so, please explain.

None.

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(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.

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21. The applicant will provide the following interexchange carrier services  $\checkmark$  (check all that apply):

a. \_\_\_\_\_ **MTS with distance sensitive per minute rates**



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

b. \_\_\_\_\_ **MTS with route specific rates per minute**

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

c. \_\_\_\_\_ **MTS with statewide flat rates per minute (i.e. not distance sensitive)**

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

d. \_\_\_\_\_ **MTS for pay telephone service providers**

e. \_\_\_\_\_ **Block-of-time calling plan (Reach Out Florida, Ring America, etc.).**

f. \_\_\_\_\_ **800 service (toll free)**

g. \_\_\_\_\_ **WATS type service (bulk or volume discount)**

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

h. \_\_\_\_\_ **Private line services (Channel Services)  
(For ex. 1.544 mbs., DS-3, etc.)**

i. \_\_\_\_\_ **Travel service**

- \_\_\_\_\_ Method of access is 950
- \_\_\_\_\_ Method of access is 800

j. \_\_\_\_\_ **900 service**

k. \_\_\_\_\_ **Operator services**

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

I. **Services included are:**

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

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

23. 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. **A written explanation** that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
2. **A written explanation** that the applicant has sufficient financial capability to maintain the requested service.
3. **A 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.

**\*\* APPLICANT ACKNOWLEDGMENT STATEMENT \*\***

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

**UTILITY OFFICIAL:**

<u><i>Derek M. Century</i></u>	<u>13 March 00</u>
Signature	Date
<u>Vice President &amp; General Counsel</u>	<u>404/869-2500</u>
Title	Telephone No.
<u>Address: Cypress Communications, Inc.</u>	<u>404/869-2525</u>
	Fax No.
<u>Fifteen Piedmont Center, Suite 710, Atlanta, GA 30305</u>	

**ATTACHMENTS:**

- A - CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT
- B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C - CURRENT FLORIDA INTRASTATE NETWORK
- D - AFFIDAVIT

**CERTIFICATE TRANSFER, OR ASSIGNMENT STATEMENT**

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

**\*\* APPENDIX A \*\***

( ) transfer

**CERTIFICATE TRANSFER, OR ASSIGNMENT STATEMENT**

( ) assignment

of the above-mentioned certificate

(Title) \_\_\_\_\_ of

**UTILITY OFFICIAL:**

(Name of Company) \_\_\_\_\_

Signature

Date

and current holder of Florida Public Service Commission Certificate Number

Title \_\_\_\_\_ have reviewed this application and join in the  
petitioner's request for a

Address: \_\_\_\_\_

( ) transfer

Fax No. \_\_\_\_\_

( ) assignment

of the above-mentioned certificate

**UTILITY OFFICIAL:**

Signature

Date

FORM PSC/CMU 31 (12/96)  
Required by Commission Rule Nos. 25.24-470,  
25-24.474, and 25-24.473, 25-24.480(2).

Title \_\_\_\_\_

Telephone No. \_\_\_\_\_

Address: \_\_\_\_\_

**CUSTOMER DEPOSITS AND ADVANCE PAYMENTS**

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

- (  ) The applicant will **not** collect deposits nor will it collect payments for service more than one month in advance.
  
- (  ) The applicant intends to collect deposits and/or advance payments for more than one month's service and will file and maintain a surety bond with the Commission in an amount equal to the current balance of deposits and advance payments in excess of one month.  
(The bond must accompany the application.)

**UTILITY OFFICIAL:**

<u>Robert M. Century</u>	<u>13 March 00</u>
<b>Signature</b>	<b>Date</b>
<u>Vice President &amp; General Counsel</u>	<u>404/869-2500</u>
<b>Title</b>	<b>Telephone No.</b>
<u>Address: Cypress Communications, Inc.</u>	<u>404/869-2525</u>
<u>Fifteen Piedmont Center, Suite 710</u>	<b>Fax No.</b>
<u>Atlanta, GA 30305</u>	
_____	
_____	

**CURRENT FLORIDA INTRASTATE SERVICES**

Applicant has ( ) or has not ( x ) previously provided intrastate telecommunications in Florida.

If the answer is has, fully describe the following:

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

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

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**UTILITY OFFICIAL:**

<u>Robert M. Canty</u>	<u>13 March 00</u>
Signature	Date
<u>Vice President &amp; General Counsel</u>	<u>404/869-2500</u>
Title	Telephone No.
<u>Address: Cypress Communications, Inc.</u>	<u>404/869-2525</u>
	Fax No.
<u>Fifteen Piedmont Center, Suite 710</u>	
<u>Atlanta, GA 30305</u>	

**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>D. W. McCarty</u>	<u>13 March 00</u>
Signature	Date
<u>Vice President &amp; General Counsel</u>	<u>404/869-2500</u>
Title	Telephone No.
<u>Address: Cypress Communications, Inc.</u>	<u>404/869-2525</u>
<u>Fifteen Piedmont Center, Suite 710</u>	Fax No.
<u>Atlanta, GA 30305</u>	



### **Item No. 23**

All financial information requested in Item 23 is provided in the attached Prospectus, which was published in connection with Cypress Communications, Inc.'s initial public offering. The Prospectus is on file with the U.S. Securities and Exchange Commission. All financial information contained in the Prospectus has been affirmed by Cypress Communications' chief executive officer as being true and correct.

The portions of the Prospectus relevant to each topic of information requested by this item are set forth below.

#### **A. Financial Capability**

Cypress Communications' audited financial statements for the past three years are reproduced at pages F-3 through F-6 of the Prospectus.

Cypress Communications has sufficient financial capability to provide and maintain Shared Tenant Services to its customers in Miami, as well as to meet its related lease or ownership obligations. As of September 30, 1999, the Company's total capitalization was roughly \$10.2 million dollars. The Company's private placement of approximately \$79 million of equity securities in October and November, 1999, and its recent successful offering of 11,500,000 shares of common stock for net cash proceeds of approximately \$179 million, have further enhanced the Company's capitalization and liquidity. *See Prospectus at pp. 17-19.*

#### **B. Managerial Capability**

Resumes of executive officers, key employees and directors are included in the Prospectus at pages 52 through 56.

#### **C. Technical Capability**

Resumes of officers and key employees with relevant telecommunications experience are included in the Prospectus at pages 52 through 55. A description of the Company's customer service and technical support services is included at page 45.

**CYPRESS COMMUNICATIONS, INC.**

**FLORIDA TELECOMMUNICATIONS TARIFF**

This tariff contains the descriptions, regulations and rates applicable to the furnishing of service and facilities for telecommunications services provided by Cypress Communications, Inc. ("Cypress" or "Carrier") with principal offices at Fifteen Piedmont Center, Suite 710, Atlanta, Georgia 30305. This tariff applies for services furnished within the State of Florida. This tariff is on file with the Florida Public Service Commission ("FPSC") and copies may be inspected there, during normal business hours, or at Cypress' principal place of business.

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Issued: March 15, 2000

Effective:

Issued by: Robert W. McCarthy, General Counsel  
Cypress Communications, Inc.  
Fifteen Piedmont Center, Suite 710  
Atlanta, Georgia 30305

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**CHECK SHEET**

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

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	18	Original
2	Original	19	Original
3	Original	20	Original
4	Original	21	Original
5	Original	22	Original
6	Original	23	Original
7	Original	24	Original
8	Original	25	Original
9	Original	26	Original
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		

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**TABLE OF CONTENTS**

Title Sheet ..... 1

Check Sheet ..... 2

Table of Contents ..... 3

Symbols ..... 4

Tariff Format ..... 5

Section 1 – Technical Terms and Abbreviations ..... 7

Section 2 – Rules and Regulations ..... 9

Section 3 – Description of Service ..... 25

Section 4 – Rates ..... 27

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**SYMBOLS**

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

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

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**TARIFF FORMAT**

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
  
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect.
  
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
  - 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).

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- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

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**SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS**

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

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

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

Carrier - Refers to Cypress Communications, Inc.

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

Commission - Refers to the Florida Public Service Commission.

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

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

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

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

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

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

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

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

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Atlanta, Georgia 30305

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**SECTION 2. RULES AND REGULATIONS**

**2.1 Undertaking of the Carrier**

- 2.1.1 Carrier is a provider of resale long distance services to business customers located in multi-tenant office buildings. Carrier's services and facilities are furnished for communications originating at specified points within the state of Florida under terms of this tariff.
- 2.1.2 Carrier neither owns or operates transmission facilities. Notwithstanding the foregoing, Customer shall be considered a customer of Carrier, and not a customer of any other carrier.
- 2.1.3 Carrier installs, operates, and maintains the communications services provided hereunder in accordance with the terms and conditions set forth under this tariff. When directed by a Customer, Carrier may act as the Customer's agent for ordering connection to other carriers or entities as required by the Department's rules and orders. The customer shall be responsible for all charges due for such service.

**2.2 Limitations on Service**

- 2.2.1 Service is offered subject to the availability of necessary facilities and subject to the provisions of this Tariff.
- 2.2.2 Carrier reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of the provisions of this tariff or the law.

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Atlanta, Georgia 30305

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

2.3 Use of Services

- 2.3.1 Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.3.2 The use of Carrier's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.3.3 The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.3.4 Carrier's services are available for use twenty-four (24) hours per day, seven (7) days per week.
- 2.3.5 Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- 2.3.6 Carrier's services may be denied for nonpayment of charges or for other violations of this tariff.

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

**2.4 Liability of Carrier**

- 2.4.1 Except as otherwise expressly stated in this section, the liability of the Carrier for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.5.
- 2.4.2 Except for the extension of allowances to the Customer for interruptions in services as set forth in Section 2.5, the Carrier shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any of the following reasons: any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- 2.4.3 The liability of the Carrier for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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

**2.4 Liability of Carrier (Cont'd)**

2.4.4 The Carrier shall not be liable for any claims for loss or damages involving or arising out of any of the following:

- A. Any act or omission of: (1) the Customer; (2) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Carrier; or (3) common carriers or warehousemen;
- B. Any delay or failure of performance or equipment due to causes beyond the Carrier's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Carrier; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; any law, order, regulation or other action of any governing authority or agency thereof;
- C. Any unlawful or unauthorized use of the Carrier's facilities and services;

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

**2.4 Liability of Carrier (Cont'd)**

- 2.4.4 D. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Carrier-provided facilities or services; or by means of the combination of Carrier-provided facilities or services with Customer-provided facilities or services;
- E. Breach in the privacy or security of communications transmitted over the Carrier's facilities;
- F. Changes in any of the facilities, operations or procedures of the Carrier that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Carrier and is not provided to the Customer, in which event the Carrier's liability is limited as set forth in subsection 2.4.1 of this Section 2.4.
- G. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;

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

**2.4 Liability of Carrier (Cont'd)**

- 2.4.4 H. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Carrier's facilities;
- I. Any intentional, wrongful act of any of Carrier's employees when such act is not within the scope of the employee's responsibilities for Carrier and/or is not authorized by Carrier;
- J. Any representations made by Carrier's employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- K. Any act or omission in connection with the provision of 911, E911, or similar services;
- L. Any noncompletion of calls due to network busy conditions;
- M. Any calls not actually attempted to be completed during any period that service is unavailable.

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

**2.4 Liability of Carrier (Cont'd)**

- 2.4.5 Carrier shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorneys' fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Carrier or Customer equipment or facilities or service provided by Carrier.
- 2.4.6 Carrier does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Carrier shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorneys' fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

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

**2.4 Liability of Carrier (Cont'd)**

- 2.4.7 Carrier assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if Carrier has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- 2.4.8 Any claim of whatever nature against Carrier shall be deemed conclusively to have been waived unless presented in writing to Carrier within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 2.4.9 CARRIER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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

2.5 Responsibilities of the Subscriber

- 2.5.1 The Subscriber is responsible for placing any necessary orders; for complying with tariff regulations; and for assuring that users comply with tariff regulations. The Subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Subscriber to users. The Subscriber is also responsible for the payment of charges for calls originated at the subscriber's numbers which are not collect, third party, calling card, or credit card calls.
- 2.5.2 The Subscriber is responsible for payment of the charges set forth in this tariff.
- 2.5.3 The Subscriber is responsible for compliance with the applicable regulations set forth in this tariff.
- 2.5.4 The Subscriber shall indemnify and hold Carrier harmless from all liability disclaimed by Carrier as specified in Section 2.4 above, arising in connection with the provision of service by Carrier, and shall protect and defend Carrier from any suits or claims against Carrier and shall pay all expenses and satisfy all judgments rendered against Carrier in connection herewith. Carrier shall notify the Subscriber of any suit or claim against Carrier of which it is aware.

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

2.6 Cancellation or Interruption of Services

2.6.1 General

- A. A service is interrupted when it becomes unusable to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Carrier under this tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Carrier to be impaired.

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

2.6 Cancellation or Interruption of Services (Cont'd)

2.6.2 Limitations on Allowances

No credit allowance will be made for any interruption of service:

- A. due to the negligence of, or noncompliance with the provisions of this Tariff by, any person or entity other than the Carrier, including but not limited to the Customer or other common carriers connected to the service of the Carrier;
- B. due to the failure of power, equipment, systems, or services not provided by the Carrier;
- C. due to circumstances or causes beyond the control of the Carrier;
- D. during any period in which the Carrier is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. during any period in which the Customer continues to use the service on an impaired basis;

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

2.6 Cancellation or Interruption of Services (Cont'd)

2.6.2 Limitations on Allowances (Cont'd)

- F. during any period when the Customer has released service to the Carrier for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. that was not reported to the Carrier within thirty (30) days of the date that service was affected.

2.6.3 Application of Credits for Interruptions of Service

Credits for interruptions of service, for which charges are specified on the basis of per minute of use, or on the usage of a fraction of a minute, shall in no event exceed an amount equal to the initial period charge provided for under this tariff.

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

**2.7 Billing Arrangements**

2.7.1 The Subscriber will be billed directly by Carrier. Intra-state long distance and inter-LATA toll charges will be included in the Subscriber's regular telephone bill pursuant to billing and collection agreements established by Carrier with the applicable Local Exchange Carrier(s) and Inter-Exchange Carrier(s).

2.7.2 Carrier will render bills monthly. Payment is due on the date specified on the bill.

**2.8 Validation of Credit**

Carrier reserves the right to validate the credit worthiness of subscribers or users.

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

2.9 Contested Charges

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

- 2.9.1 First, the Customer may request, and Carrier 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.)
- 2.9.2 Second if there is still a disagreement about the disputed amount after the investigation and review by a manager of Carrier, the Customer may file an appropriate complaint with the Florida Public Service Commission. The address of the Florida Public Service Commission is:

Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0870  
(904) 413-6770

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

2.10 Billing Entity Conditions

When billing functions on behalf of Carrier are performed by local exchange telephone companies, long distance telephone companies, or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

2.11 Deposits and Advance Payments

Carrier does not require deposits or advance payments from the Subscriber.

2.12 Late Charge

A late fee of 1.5 percent will be charged on any past due balances.

2.13 Taxes

All federal excise taxes, and state and local sales, use, and similar taxes, are billed as separate line items and are not included in the quoted rates. Gross receipts tax will not be billed as a separate line item.

2.14 Minimum Call Completion Rate

Carrier will ensure a call completion rate of at least 90%.

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

**2.15 Discounts for Hearing Impaired Customers**

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for intrastate toll calls placed between TDDs which are billed at a rate higher than allowed under Florida Administrative Code § 25-4.079.

**2.16 Sale of Telecommunications Services to Uncertified IXCs Prohibited**

Customers reselling or rebilling Carrier's telecommunications services must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Commission.

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**SECTION 3. Description of Service**

3.1 Long Distance Services

Carrier provides interexchange telecommunications services to businesses in office buildings for which Carrier provides Shared Tenant Services. These interexchange services include outbound station-to-station, inbound 800, and calling cards. Carrier only provides the telecommunications services set forth in this tariff and does not provide, among other things, directory or operator services.

3.2 Billing Increments

Calls are rated based on the duration of the call. Unless otherwise indicated, rates are identified in this tariff as per minute rates.

3.3 Calculation of Usage Rates

Billing for calls placed over Carrier's network is based in part on the duration of the call. During the first minute of a call, billing is in 30 second increments. All minutes thereafter are billed in six second increments. Timing begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch. A call is terminated when either party (called or calling) hangs up. Carrier does not assess minimum monthly charges or connection fees for long distance services. Upon request of the Subscriber, credit will be provided for uncompleted calls/wrong numbers.

3.4 Mileage Rates

Carrier's rates are not based on mileage.

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3.5 Employee Concessions

Carrier does not offer concessions or discounts on telecommunications services to employees.

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**SECTION 4. RATES**4.1 Rate Schedules

This section sets forth the rates and charges applicable to Carrier's service offerings.

4.1.1 Cypress Terminating Outbound Long Distance Service

No monthly service fee is applied. Calls are billed in thirty (30) second increments for the first minute, and six (6) second increments thereafter.

	Per Minute Rate
Plan A	\$0.07
Plan B	\$0.08
Plan C	\$0.09
Plan D	\$0.10
Plan E	\$0.11
Plan F	\$0.12
Plan G	\$0.13

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4.1.2 Cypress 800 Terminating Inbound Long Distance Service

No monthly service fee is applied. Calls are billed in thirty (30) second increments for the first minute, and six (6) second increments thereafter.

	Per Minute Rate
Plan A	\$0.07
Plan B	\$0.08
Plan C	\$0.09
Plan D	\$0.10
Plan E	\$0.11
Plan F	\$0.12
Plan G	\$0.13

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4.1.3 Cypress Calling Card Service

No monthly service fee is applied. Calls are billed in thirty (30) second increments for the first minute, and six (6) second increments thereafter.

	Per Minute Rate
Plan 1	\$0.20
Plan 2	\$0.25
Plan 3	\$0.27

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