

000517-7E

APPLICATION FORM FOR
AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS
SERVICE WITHIN THE STATE OF FLORIDA

1. This is an application for (check one):
- Original Authority (New company).**
 - Approval of Transfer (To another certificated company).**
 - Approval of Assignment of existing certificate (To a non-certificated company).**
 - Approval for transfer of control (To another certificated company).**
2. Select what type of business your company will be conducting (check all that apply):
- Facilities based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
 - Operator Service Provider** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
 - Reseller** - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
 - Switchless rebiller** - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
 - Multi-Location Discount Aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers. Then offers the resold service by enrolling unaffiliated customers.
3. Name of corporation partnership, cooperative, joint venture or sole proprietorship:
- OnFiber Carrier Services, Inc.**
4. Name under which the applicant will do business (fictitious name, etc.):
- Not applicable.**

DOCUMENT NUMBER - DATE

05280 APR 28 8

FPSC-RECORDS/REPORTING

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

OnFiber Carrier Services, Inc.
2730 Sand Hill Road, Suite 150
Menlo Park, California 94025
Tel: (650) 561-0271
Fax: (650) 561-0201

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

Applicant does not maintain, and does not intend to maintain, an office in the State of Florida.

7. Structure of organization;

Individual Corporation
 Foreign Corporation Foreign Partnership
 General Partnership Limited Partnership
 Other, _____

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

Not applicable.

- (a) Provide proof of compliance with the foreign limited partnership statute (Chapter 620.169 FS), if applicable.

Not applicable.

- (b) Indicate if the individual or any of the partners have previously been:

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

Not applicable.

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

Not applicable.

9. If incorporated, please give:

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

Corporate Charter Number: **F00000001708**

Applicant's Certificate of Authority to transact business in the State of Florida is attached hereto at Exhibit "A".

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

The name and address of Applicant's registered agent for service of process in the State of Florida is:

**c/o Corporation Service Company
1201 Hays Street
Tallahassee, FL 32301
Tel.: (850) 222-9171**

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

Fictitious name registration number:

Not applicable.

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

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

None of Applicant's officers, directors, or any of the ten largest stockholders has previously been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime.

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

None of Applicant's officers, directors, or any of the ten largest stockholders is currently an officer, director, partner or stockholder in any other Florida certificated telephone company. However, certain of Applicant's officers and directors previously have been employed by

**Florida certificated telephone companies, such as IXC Communications,
COVAD Communications, Metricom and Nextel.**

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

(a) The application;

Joseph McGlothlin
McWhirter, Reeves, McGlothlin, Davidson, Decker,
Kaufman, Arnold & Steen, P.A.
117 South Gadsden Street
Tallahassee, Florida 32301
Tel: (850)-222-2525
Fax: (850)-222-5606
<jmcglothlin@mac-law.com>

and

Jeffrey Blumenfeld
Kristin L. Smith
Patrick O'Connor
Blumenfeld & Cohen
1625 Massachusetts Avenue, N.W. Suite 300
Washington, D.C. 20036
Telephone: (202) 955-6300
Fax: (202) 955-6460
<jeff@technologylaw.com>
<kristin@technologylaw.com>
<patrick@technologylaw.com>

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

Ron Kramer
2730 Sand Hill Road, Suite 150
Menlo Park, California 94025
Tel: (650) 561-0271
Fax: (650) 561-0201

(c) Tariff;

Joseph McGlothlin
McWhirter, Reeves, McGlothlin, Davidson, Decker,
Kaufman, Arnold & Steen, P.A.
117 South Gadsden Street
Tallahassee, Florida 32301

Tel: (850)-222-2525
Fax: (850)-222-5606
<jmcglothlin@mac-law.com>

- (d) Complaints/Inquiries from customers;

Ron Kramer
OnFiber Carrier Services, Inc.
2730 Sand Hill Road, Suite 150
Menlo Park, California 94025
Tel: (650) 561-0271
Fax: (650) 561-0201

11. List the states in which the applicant:

- (a) Has operated as an interexchange carrier.

Applicant has not yet operated as an interexchange carrier in any state.

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

Applicant has applied, for certification to provide alternative local exchange services in the states of California, Colorado, the District of Columbia, Illinois, Indiana, Georgia, Maryland, Michigan, Minnesota, New Jersey, New York, Ohio, Oregon, Texas, Washington, and Wisconsin. In addition, OnFiber has simultaneously filed applications in Arizona, Connecticut, Florida, Massachusetts, North Carolina, Pennsylvania, and Utah.

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

Applicant has not yet received certification to operate as an interexchange carrier in any state.

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

Applicant has not been denied certification to operate as an interexchange carrier in any state.

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

Applicant has not been assessed regulatory penalties for violating any State or Federal telecommunications statutes.

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

Applicant has not been involved in any civil court proceeding with an interexchange carrier, local exchange carrier or other telecommunications entity in any State or Federal jurisdiction.

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

- | | | | |
|-------------------------------------|-------------------------------|--------------------------|-----------|
| <input checked="" type="checkbox"/> | Facilities | <input type="checkbox"/> | Operators |
| <input type="checkbox"/> | Billing and Collection | <input type="checkbox"/> | Sales |
| <input type="checkbox"/> | Maintenance | | |
| <input checked="" type="checkbox"/> | Other: Resale Services | | |

13. Do you have a marketing program?

Applicant intends to utilize its existing internal marketing and sales personnel to promote its services within the State of Florida.

14. Will your marketing program: **Not applicable.**

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

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

Not applicable.

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

- | | | | |
|-------------------------------------|-----------------------|-------------------------------------|--------------------------------|
| <input checked="" type="checkbox"/> | Residential customers | <input checked="" type="checkbox"/> | Business customers |
| <input type="checkbox"/> | PATS providers | <input type="checkbox"/> | PATS station end-users |
| <input type="checkbox"/> | Hotels and motels | <input type="checkbox"/> | Hotel and motel guests |
| <input type="checkbox"/> | Universities | <input type="checkbox"/> | University dormitory residents |
| <input type="checkbox"/> | Other: (specify) | | |

17. Please provide the following (if applicable):

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

Applicant's name will appear on each customer's monthly invoice for services.

- (b) Name and address of the firm who will bill for your services.

Applicant intends to bill its customers directly for interexchange telecommunications services. In this regard, Applicant's name, address and toll-free customer assistance telephone number will appear on all customer invoices for services.

18. Please submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485.

Applicant's proposed tariff is attached hereto at Exhibit "B".

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

- MTS with distance sensitive per minute rates
 Method of access is FGA
 Method of access is FGB
 Method of access is FGD
 Method of access is 800

- MTS with route specific rates per minute
 Method of access is FGA
 Method of access is FGB
 Method of access is FGD
 Method of access is 800

- MTS with statewide flat rates per minute (i.e. not distance sensitive)
 Method of access is FGA
 Method of access is FGB
 Method of access is FGD
 Method of access is 800

- MTS for pay telephone service providers

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

- 800 Service (Toll free)

WATS type service (Bulk or volume discount)

Method of access is via dedicated facilities

Method of access is via switched facilities

Private Line services (Channel services)
(For example, 1.544 mbs., DS-3, etc.)

Travel Service

Method of access is 950

Method of access is 800

900 Service

Operator Services

Available to presubscribed customers

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

Available to inmates

Services included are:

Station assistance

Person-to-Person assistance

Directory assistance

Operator verify and interrupt

Conference Calling

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

Upon provisioning voice service, Applicant's customers will obtain access to services by dialing "1+", "1-800" or "101XXXX" dialing sequences.

21. Other:

OnFiber Carrier Services, Inc. seeks authority to provide facilities-based and resold local exchange services to business and residential customers throughout Florida as well as facilities-based and resold interexchange services throughout Florida. OnFiber proposes to provide these services through a combination of its own facilities and facilities to be leased from a variety of existing carriers.

OnFiber plans to construct or procure its own transmission facilities to provide its facilities-based Dedicated Transport. OnFiber will provide interstate Dedicated Transport service at transmission speeds of 155.52 Mbps, 622.08 Mbps and 2.488 Gbps. All services are generally available from all locations served by OnFiber. Dedicated transport services are offered on a point-to-point basis, and allow the Customer to connect two locations with nonswitched point-to-point service. OC-3, 12, and 48 Service offers a high capacity channel for the full duplex, synchronous, optical transmission of digital data base on the Synchronous Optical Network (SONET) standard. Each Dedicated Transport Service is dedicated to the Customer, and the entire usable bandwidth for each service is available to the Customer for the Customer's exclusive use. Tariffed rates are available for all non-custom services. The tariffed rates contained in this Application are based on the locality of service, type of service, and the term plan selected.

OnFiber intends to request the negotiation of an interconnection agreement with BellSouth Telecommunications, Inc. ("BST") in the near future, and will provide the Commission with a copy of its interconnection agreement with BST upon completion. OnFiber will also proceed with additional interconnection agreements with other carriers as the need arises. Furthermore, OnFiber has not yet entered into specific agreements with other carriers to establish arrangements to resell particular services.

APPLICANT ACKNOWLEDGEMENT STATEMENT

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50.00 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** A non-refundable application fee of \$250.00 must be submitted with the application.
5. **LEC BYPASS RESTRICTIONS:** I acknowledge the Commission's policy that interexchange carriers shall not construct facilities to bypass the LECs without first demonstrating to the Commission that the LEC cannot offer the needed facilities at a competitive price and in a timely manner.
6. **RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is the Company's responsibility to comply with all current and future Commission requirements regarding interexchange telephone service.
7. **ACCURACY OF APPLICATION:** By my signature below, I attest to the accuracy of the information contained in this application and associated attachments.

ONFIBER CARRIER SERVICES, INC.

By: *Kirk Wampler*
Kirk Wampler
Vice President of Fiber Acquisition

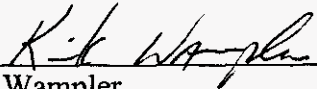
Date: 04/24/00

APPENDIX A

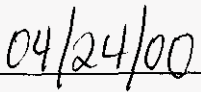
CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

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

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



Kirk Wampler
Vice President of Fiber Acquisition
OnFiber Carrier Services, Inc.



Date

APPENDIX B

INTRASTATE NETWORK

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

Applicant has not yet determined the location of its POP(s) within the State of Florida. Such facilities will either be owned by Applicant, leased from other certificated telecommunications carriers, or both.

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

Applicant has not yet determined the location of its switching equipment to be deployed in the State of Florida. Applicant intends to purchase switching equipment to be placed in Applicant's own locations.

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

POP-to-POP

Type

Ownership

Applicant intends to construct its own transmission facilities. In addition, Applicant intends to lease unbundled network elements (e.g., transport) from BellSouth Telecommunications, Inc. or from other certificated, facilities-based carriers operating in the State of Florida.

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

Applicant is a start-up company and expects to begin providing service within the State of Florida by the end of the year 2000.

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

Not Applicable

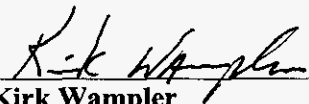
6. CURRENT FLORIDA INTRASTATE SERVICES: Applicant has () or has not (X) previously provided intrastate telecommunications in Florida. If the answer is has, fully describe the following:

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

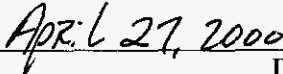
Not applicable.

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

Not applicable.



Kirk Wampler
Vice President of Fiber Acquisition
OnFiber Carrier Services, Inc.



Date

APPENDIX C

FLORIDA TELEPHONE EXCHANGES

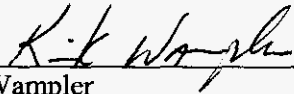
AND

EAS ROUTES

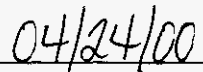
Describe the service area in which you hold yourself out to provide service by telephone company exchange. If all services listed in your tariff are not offered at all locations, so indicate.

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

Applicant intends to offer interexchange services from all telephone company exchanges located within the State of Florida.



Kirk Wampler
Vice President of Fiber Acquisition
OnFiber Carrier Services, Inc.



Date

EXHIBIT "A"

APPLICANT'S CERTIFICATE OF AUTHORITY
TO TRANSACT BUSINESS IN FLORIDA



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

March 28, 2000

JANINE LAZZARINI
CSC NETWORKS
TALLAHASSEE, FL

Qualification documents for ONFIBER CARRIER SERVICES, INC. were filed on March 28, 2000 and assigned document number F00000001708. Please refer to this number whenever corresponding with this office.

Your corporation is now qualified and authorized to transact business in Florida as of the file date.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please telephone (850) 487-6051, the Foreign Qualification/Tax Lien Section.

Buck Kohr
Corporate Specialist
Division of Corporations

Letter Number: 500A00016955

Account number: 072100000032

Account charged: 70.00

APR 27 2000

APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

SECRETARY OF STATE
DIVISION OF CORPORATIONS
0040
APR 28 PM 1:51

IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF FLORIDA.

1. OnFiber Carrier Services, Inc.

(Name of corporation: must include the word "INCORPORATED", "COMPANY", "CORPORATION" or words or abbreviations of like import in language as will clearly indicate that it is a corporation instead of a natural person or partnership if not so contained in the name at present.)

2. Delaware

(State or country under the law of which it is incorporated)

3. 94-3350494

(FEI number, if applicable)

4. October 20, 1999

(Date of incorporation)

5. Perpetual

(Duration: Year corp. will cease to exist or "perpetual")

6. Upon Qualification

(Date first transacted business in Florida.) (SEE SECTIONS 607.1501, 607.1502 and 817.155, F.S.)

7. c/o Venture Law Group, 2800 Sand Hill Road

Menlo Park, CA 94025

(Current mailing address)

Telecommunications and data carrier. To engage in any act or activity for which corporations may be organized.

8. (Purpose(s) of corporation authorized in home state or country to be carried out in state of Florida)

9. Name and street address of Florida registered agent: (P.O. Box or Mail Drop Box NOT acceptable)

Name: Corporation Service Company

Office Address: 1201 Hays Street

Tallahassee, Florida, 32301 (Zip code)

10. Registered agent's acceptance:

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Corporation Service Company

By: *Karen Harris*

(Registered agent's signature)

Karen Harris, Assistant Vice President

11. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

12. Names and addresses of officers and/or directors: (Street address ONLY - P.O. Box NOT acceptable)

APR 27 2000

SECRETARY OF STATE
DIVISION OF CORPORATIONS
00 MAR 28 PM 1:51

A. DIRECTORS (Street address only - P.O. Box NOT acceptable)

Chairman: See attached officers/directors rider

Address: _____

Vice Chairman: _____

Address: _____

Director: _____

Address: _____

Director: _____

Address: _____

B. OFFICERS (Street address only - P.O. Box NOT acceptable)

President: See attached officers/directors rider

Address: _____

Vice President: _____

Address: _____


Secretary: _____

Address: _____

Treasurer: _____

Address: _____

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

13. 
(Signature of Chairman, Vice Chairman, or any officer listed in number 12 of the application)

14. Edmund S. Ruffin, Jr., Secretary
(Typed or printed name and capacity of person signing application)

OFFICERS/DIRECTORS RIDER

FL-Application by Foreign Corporation for Authorization

OnFiber Carrier Services, Inc.

List of Officers

Name: Jagdeep Singh **Title:** President
Bus. Addr.: c/o Venture Law Group 2800 Sand Hill Road, Menlo Park, CA 94025

Name: Edmund S. Ruffin, Jr. **Title:** Secretary
Bus. Addr.: c/o Venture Law Group 2800 Sand Hill Road, Menlo Park, CA 94025

List of Directors

Name: Jagdeep Singh **Term:** Dec 31, 2000
Bus. Addr.: c/o Venture Law Group 2800 Sand Hill Road, Menlo Park, CA 94025

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
00 MAR 28 PM 1:51

State of Florida



Department of State

I certify the attached is a true and correct copy of the Application by Foreign Corporation for Authorization to Transact Business in Florida for ONFIBER CARRIER SERVICES, INC., a Delaware corporation authorized to transact business in the State of Florida, qualified on March 28, 2000, as shown by the records of this office.

The document number of this corporation is F00000001708.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Thirty-first day of March, 2000



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

3/31/00 CORPORATE DETAIL RECORD SCREEN 9:05 AM
NUM: F00000001708 ST:DE ACTIVE/FOREIGN PROF FLD: 03/28/2000
FEI#: 94-3350494
NAME : ONFIBER CARRIER SERVICES, INC.
PRINCIPAL: C/O VENTURE LAW GROUP
ADDRESS 2800 SAND HILL ROAD
MENLO PARK, CA 94025
RA NAME : CORPORATION SERVICE COMPANY
RA ADDR : 1201 HAYS STREET
TALLAHASSEE, FL 32301-2525 US
ANN REP : * NONE FILED *

1. MENU, 3. OFFICERS, 7. LIST, 8. NEXT, 9. PREV

ENTER SELECTION AND CR:

3/31/00 OFFICER/DIRECTOR DETAIL SCREEN 9:05 AM
CORP NUMBER: F00000001708 CORP NAME: ONFIBER CARRIER SERVICES, INC.
TITLE: PD NAME: SINGH, JAGDEEP
2800 SAND HILL ROAD
MENLO PARK, CA 94025
TITLE: S NAME: RUFFIN, EDMUND S
2800 SAND HILL ROAD
MENLO PARK, CA 94025

+ NEXT, - PREV, 1. MENU, 2. FILING, 3. TOP
7. LIST, 8. NEXT BY LIST, 9. PREV BY LIST

ENTER SELECTION AND CR:

APR 27 2000

APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT
BUSINESS IN FLORIDA

FILED STATE
SECRETARY OF CORPORATIONS
00 MAR 28 PM 1:51

IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO
REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF FLORIDA.

1. OnFiber Carrier Services, Inc.
(Name of corporation; must include the word "INCORPORATED", "COMPANY", "CORPORATION" or
words or abbreviations of like import in language as will clearly indicate that it is a corporation instead of a
natural person or partnership if not so contained in the name at present.)

2. Delaware 3. 94-3350494
(State or country under the law of which it is incorporated) (FEI number, if applicable)

4. October 20, 1999 5. Perpetual
(Date of incorporation) (Duration: Year corp. will cease to exist or "perpetual")

6. Upon Qualification
(Date first transacted business in Florida.) (SEE SECTIONS 607.1501, 607.1502 and 817.155, F.S.)

7. c/o Venture Law Group, 2800 Sand Hill Road
Menlo Park, CA 94025
(Current mailing address)

Telecommunications and data carrier. To engage in any act or activity for
which corporations may be organized.

8. _____
(Purpose(s) of corporation authorized in home state or country to be carried out in state of Florida)

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Name: Corporation Service Company

Office Address: 1201 Hays Street

Tallahassee, Florida, 32301
(Zip code)

10. Registered agent's acceptance:

*Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in
this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply
with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept
the obligations of my position as registered agent.*

Corporation Service Company
By: Karen Harris
(Registered agent's signature)

Karen Harris, Assistant Vice President

11. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the
Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of
which it is incorporated.

12. Names and addresses of officers and/or directors: (Street address ONLY - P.O. Box NOT acceptable)

APR 27 2000

A. DIRECTORS (Street address only - P.O. Box NOT acceptable)

Chairman: See attached officers/directors rider

Address: _____

Vice Chairman: _____

Address: _____

Director: _____

Address: _____

Director: _____

Address: _____

SECRETARY OF STATE
DIVISION OF CORPORATION
00 MAR 28 PM 1:51

B. OFFICERS (Street address only - P.O. Box NOT acceptable)

President: See attached officers/directors rider

Address: _____

Vice President: _____

Address: _____

Secretary: _____

Address: _____

Treasurer: _____

Address: _____

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

13. _____

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

14. Edmund S. Ruffin, Jr., Secretary

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

OFFICERS/DIRECTORS RIDER

FL-Application by Foreign Corporation for Authorization

OnFiber Carrier Services, Inc.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
00 MAR 28 PM 1:51

List of Officers

Name: Jagdeep Singh **Title:** President
Bus. Addr.: c/o Venture Law Group 2800 Sand Hill Road, Menlo Park, CA 94025

Name: Edmund S. Ruffin, Jr. **Title:** Secretary
Bus. Addr.: c/o Venture Law Group 2800 Sand Hill Road, Menlo Park, CA 94025

List of Directors

Name: Jagdeep Singh **Term:** Dec 31, 2000
Bus. Addr.: c/o Venture Law Group 2800 Sand Hill Road, Menlo Park, CA 94025



State of Delaware
Office of the Secretary of State

PAGE 1

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
00 MAR 28 PM 1:51

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "ONFIBER CARRIER SERVICES, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-THIRD DAY OF MARCH, A.D. 2000.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "ONFIBER CARRIER SERVICES, INC." WAS INCORPORATED ON THE TWENTIETH DAY OF OCTOBER, A.D. 1999.



Edward J. Freel
Edward J. Freel, Secretary of State

3113915 8300

001146341

AUTHENTICATION: 0332656
DATE: 03-23-00

APR 27 2000

EXHIBIT "B"

PROPOSED TARIFF

TITLE SHEET

TELECOMMUNICATIONS SERVICES

This Tariff applies to the Telecommunications Services furnished by OnFiber Carrier Services, Inc. ("Carrier") originating and terminating solely between one or more points in the State of Florida. This Tariff is on file with the Florida Public Service Commission and copies may be inspected during normal business hours at Carrier's principal place of business.

Issued: April 28, 2000

Effective: May 28, 2000

Issued by: Kirk Wampler, Vice President
OnFiber Carrier Services, Inc.
2730 Sand Hill Road, Suite 150
Menlo Park, CA 94025

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	27	Original
11	Original	28	Original
12	Original	29	Original
13	Original	30	Original
14	Original	31	Original
15	Original		
16	Original		
17	Original		

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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

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 sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the Tariff page in effect.

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TARIFF FORMAT (cont'd)

C. Paragraph Numbering Sequence - There are various levels of alphanumeric coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence suggested for use in tariffs.

- 2.1
- 2.1.A.
- 2.1.A.1.(a).
- 2.1.A.1.(a).I.

D. Check Sheets - When a tariff filing is made with the Commission, an undated 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 Customer's location to Carrier's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer 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 - OnFiber Carrier Services, Inc.

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

Commission - Florida Public Service Commission

FL P.S.C. - Florida Public Service Commission

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

Interruption - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits, busy or other network and/or switching capacity shortages. Nor shall Interruption include the failure of any

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

service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

Local Access and Transport Area (LATA) - 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 call.

Customer - The person or legal entity which subscribes to, utilizes, or 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.

Travel Card - A prepaid or postpaid calling card issued by Carrier which allows Customers to make telephone calls and charge the calls to a credit or debit account. Calls charged to a Carrier-issued credit travel card will appear on the Customer's regular monthly bill. Calls charged to a Carrier-issued debit travel card will be charged against the debit account.

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SECTION 2. RULES AND REGULATIONS

2.1. Application of Tariff

- 2.1.A. This Tariff contains the regulations and rates applicable to intrastate telecommunications services provided by Carrier to business and residential customers for telecommunications between points within the State. Carrier's services are furnished subject to the availability of facilities and services and subject to the terms and conditions of this Tariff.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.1. Application of Tariff (Cont'd)

- 2.1.B. Carrier's services may be provided over the telecommunications channels, facilities or services of other facilities based Carriers including the facilities of the incumbent local exchange carrier and may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers.
- 2.1.C. The rates and regulations contained in this Tariff apply only to the services furnished by Carrier to the Customer and do not apply, unless otherwise specified, to the lines, facilities, or services provided by the incumbent local exchange telephone company or other common carrier for use in accessing the services of Carrier.
- 2.1.D. The Customer is entitled to limit the use of Carrier's services by end users at the Customer's facilities, and may use other common carriers in addition to or in lieu of Carrier.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2. Use of Services

- 2.2.A. 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.
- 2.2.B. 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.
- 2.2.C. Carrier's services are available for use twenty-four hours per day, seven days per week, except with respect to limited planned outages about which the Customer will be provided advance notice.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2. Use of Services (Cont'd)

2.2.D. Carrier does not transmit messages pursuant to this Tariff, but its services may be used for that purpose.

2.2.E. Carrier's services may be canceled for nonpayment of uncontested bill charges or for other violations of this Tariff.

2.3. Liability of Carrier

2.3.A. Due to the unavailability of errors incident to the services and to the use of the facilities furnished by the Carrier or connecting carriers, the services and facilities furnished by the Carrier and connecting carriers are subject to the terms, conditions and limitations set forth herein.

2.3.B. When service is interrupted for a period of at least 24 hours after notice by the Customer to Carrier, an allowance equal to 1/28 of fixed billing cycle charges for service and facilities furnished by the Carrier rendered useless or substantially impaired shall apply to each 24 hours during which the interruption continues after notice by the Customer to the Carrier. Credit in any billing period shall not exceed the total non-usage charges for that period for the services and facilities furnished by the Carrier rendered useless or substantially impaired. No allowance shall apply to any non-recurring or usage charges.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3. Liability of Carrier (Cont'd)

2.3.C. The liability of the Carrier for any loss or damages whatsoever arising out of mistakes, omissions, delays, errors, defects or failures in the service, or in any non-regulated equipment or facilities, shall not exceed an amount equivalent to the proportionate charge to the Customer for the period during which the mistake, omission, delay, defect, or failure existed, or the Tariff charge for the call involved. Under no circumstances shall the Carrier be liable for any consequential, special, indirect, incidental or exemplary damages.

2.3.E. Carrier shall not be liable for any act or omission or any connecting carrier, underlying carrier, or incumbent local exchange company; for acts or omission of any other providers of connections, facilities, or for service other than the Carrier; or for culpable conduct of the Customer or failure of equipment, facilities or connection provided by the Customer.

2.3.D. Carrier shall not be liable for defacement of, or damage to, the premises of a Customer resulting from the attachment or instruments, apparatus and associated wiring furnished by the Carrier on such Customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of the Carrier's gross negligence. No agents or employees of the other participating carriers shall be deemed to be agents or employees of Carrier.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3. Liability of Carrier (Cont'd)

2.3.E. Carrier shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof.

2.3.F. Carrier shall not be liable for any unlawful or unauthorized use of Carrier's facilities and service, unless such use results solely from the negligence or willful misconduct of Carrier.

2.3.G. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment with Carrier's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4. Responsibilities of the Customer

2.4.A. The Customer is responsible for placing any necessary orders for complying with Tariff regulations; for the placement of any stickers or tent cards provided by Carrier or as required by law; and for assuring that end users comply with Tariff regulations. The Customers 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 Customer to end users. The Customer is also responsible for the payment of charges for calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4. Responsibilities of the Customer (Cont'd)

2.4.B. The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by Carrier on the Customer's behalf.

2.4.C. If required for the provision of Carrier's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to Carrier.

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

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4. Responsibilities of the Customer (Cont'd)

2.4.E. The Customer shall ensure that the equipment and/or system is properly interfaced with Carrier facilities or services, that the signals emitted into Carrier's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this Tariff and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service. Carrier will permit such equipment to be connected with its channels without use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Carrier equipment, personnel, or the quality of service to other Customers, Carrier may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Carrier may, upon five (5) days written notice, via first class U.S. mail terminate the Customer's service.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4. Responsibilities of the Customer (cont'd)

2.4.F. The Customer is responsible for payment of the charges set forth in this Tariff.

2.4.G. The Customer is responsible for compliance with the applicable regulations set forth in this Tariff.

2.4.H. The Customer shall indemnify and save Carrier harmless from all liability disclaimed by Carrier as specified in Section 2.3. above, arising in connection with the provision of service by Carrier.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5. Cancellation or Interruption of Services

2.5.A. Without incurring liability, Carrier may discontinue services to a Customer or may withhold the provision of ordered or contracted services, subject to the procedures set forth in 2.5.B.:

1. For nonpayment of any sum due Carrier for more than thirty (30) days after issuance of the bill for the amount due,
2. For violation of any of the provisions of this Tariff,
3. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Carrier's services, or
4. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Carrier from furnishing its services.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5. Cancellation or Interruption of Services (Cont'd)

2.5.B. Procedures for discontinuance of existing service:

1. Carrier may discontinue service without notice for any of the following reasons:
 - (a). If a Customer or User causes or permits any signals or voltages to be transmitted over Carrier's network in such a manner as to cause a hazard or to interfere with Carrier's service to others.
 - (b). If a Customer or User uses Carrier's services in a manner to violate the law.
2. In all other circumstances, Carrier will provide the Customer with written notice via first class U. S. mail stating the reason for discontinuance, and will allow the Customer not less than fifteen (15) days to remove the cause for discontinuance. In cases of non-payment of charges due, the Customer will be allowed at least ten (10) days written notice via first class mail that disconnection will take place within five days, excluding Sundays and holidays, and the Customer will be given the opportunity to make full payment of all undisputed charges, and in no event will service be discontinued on the day preceding any day on which Carrier is not prepared to accept payment of the amount due and to reconnect service.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5. Cancellation or Interruption of Services (Cont'd)

2.5.C. Without incurring liability, Carrier may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and Carrier's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

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

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6. Billing Arrangements

2.6.A. Customers will either be billed directly by Carrier or its intermediary, or charges will be included in the Customers' regular telephone bill pursuant to billing and collection agreements established by Carrier or its intermediary with the applicable telephone company.

2.6.B. Carrier will render bills monthly. Payment is due within thirty (30) days after Customers' receipt of its bill.

2.6.C. Carrier may impose a late payment charge of 1.5% on any bill not paid within thirty (30) days of receipt by the customer.

2.7. Validation of Credit

Carrier reserves the right to validate the credit worthiness of Customers.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.8. Contested Charges

All bills are presumed accurate, and will be 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 or an end user, which cannot be settled with mutual satisfaction, the Customer can take the following course of action within thirty (30) days of the billing date:

- 2.8.A. 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.
- 2.8.B. 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.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.9. Billing Entity Conditions

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

2.10. Deposits

Carrier does not require a deposit from the Customer.

2.11. Taxes

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

2.12. Minimum Call Completion Rate

Carrier will ensure an industry standard blocking rate between P.01 and P.02.

2.13. Promotions

Carrier may from time to time offer promotional services with the approval of the Commission via a tariff filing. See Section 4 for Rates and Charges.

2.14. Billing and Collection Practices

Carrier will adopt all billing and collection practices as adopted by the Florida Public Service Commission.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.15. Shortage of Equipment or Facilities

2.15.A. The Carrier reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Carrier, when necessary because of lack of facilities, or due to some other cause beyond the Carrier's control.

2.15.B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Carrier's facilities as well as facilities the Carrier may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Carrier.

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SECTION 3. DESCRIPTION OF SERVICES

3.1. Hi-Capacity, Private Line and Special Access Services

3.1.A. Services are offered by the Carrier via its own facilities and/or the facilities of other carriers. Services are offered as one-way or two-way communications services.

3.2. Dedicated Access Services

3.2.A. DS3 Service	(44.736 Mbps)
DS1 Service	(1.5 Mbps)
Fractional Services	(Data rates may vary in either direction)
DS0 Service	(Up to 64 kbps)

3.3. Other Services

3.3.A. Other services, including fractional point-to-point high-speed digital point-to-point services, may be provided by the Carrier on an Individual Case Basis (ICB), depending on such factors as length of loops involved, quality of loops and other factors.

3.4. Individual Case Basis (ICB) Arrangements

3.4.A. 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. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. All such rates will be submitted to the Florida Public Service Commission for approval.

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SECTION 4. RATES AND CHARGES

4.1. Rate Elements

4.1.A. Non-recurring and monthly recurring rates apply for each Dedicated Service furnished by the Carrier. Monthly recurring rates vary according to the time period for which the Customer commits to take the service. Unless otherwise noted, three standard rate elements are used in calculating the monthly recurring rate for each service:

4.1.A.1. Local Distribution Channel (LDC)

4.1.A.1.A. This rate element applies to each end-point of a digital channel provided to a Customer.

4.1.A.2. Interoffice Channel Mileage - Fixed

4.1.A.2.A. This rate element applies per digital channel whenever there is mileage associated with the channel; a digital channel has mileage associated with it when the endpoints of the channel are located in geographic areas normally served out of separate local exchange carrier (LEC) end offices. This rate element applies per circuit endpoint.

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SECTION 4. RATES AND CHARGES (Cont'd)

4.1.A.3. Interoffice Channel Mileage - Per Mile

4.1.A.3.A This rate element applies whenever there is mileage associated with the digital channel. The unit rate is multiplied by the number of miles (Interoffice Mileage) between the two LEC end offices serving the geographic areas in which the end points of the channel are located. Interoffice Mileage is determined according to the V&H coordinates method set forth in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4. Fractions of a mile are rounded up to the next whole mile before rates are applied.

4.2. Rates

4.2.A. DS3 Rates

RATES	MONTH TO MONTH	1 YR.	2 YR.	5 YR.
Local Distribution Channel (Per Channel)	\$3,250	\$3,250	\$2,800	\$2,620
Interoffice Channel Mileage (Fixed)	\$1,000	\$1,000	\$900	\$800
Interoffice Channel Mileage (Per Mile)	\$100	\$100	\$90	\$80
Installation Rate	\$3,100 Per Local Distribution Channel			

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SECTION 4. RATES AND CHARGES (Cont'd)

4.2.B. DS1 Rates

RATES	MONTH TO MONTH	1 YR.	2 YR.	5 YR.
Local Distribution Channel (Per Channel)	\$235	\$235	\$222	\$208
Interoffice Channel Mileage (Fixed)	\$100	\$100	\$90	\$80
Interoffice Channel Mileage (Per Mile)	\$20	\$20	\$19	\$15
Installation Rate	\$600 Per Local Distribution Channel			

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SECTION 4. RATES AND CHARGES (Cont'd)

4.2.C. Fractional Rates

4.2.C.1. This page reserved for future use.

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SECTION 4. RATES AND CHARGES (Cont'd)

4.2.D. DS0 Rates

DSO SERVICE	NON-RECURRING	MONTHLY RECURRING	
		DS0 LOCAL DISTRIBUTION CHANNEL (EACH)	DS0 MILEAGE
2 wire voice grade	\$475	\$27.00	\$22.00 plus \$0.50 per mile
4 wire voice grade	\$475	\$42.00	\$22.00 plus \$0.50 per mile
2.4 to < 56 kbps	\$350	\$45.00	\$4.50 plus \$5.00 per mile
56 or 64 kbps	\$350	\$45.00	\$4.50 plus \$5.00 per mile
56 or 64 kbps x n (N>1)	\$250 x N with \$3,000 MAX	\$36.00 x N	\$4.50 plus \$5.00 per mile X N

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SECTION 4. RATES AND CHARGES (Cont'd)

4.3. Emergency Calls

4.3.A. Customer shall configure its PBX or other switch vehicle from which a customer places a call so that 911 emergency calls, where available, and similar emergency calls will be automatically routed to the emergency answering point for the geographical location where the call originated without the intervention of Carrier.

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