

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

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

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

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Instructions

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

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

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

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

APPLICATION

1. This is an application for ✓ (check one):
- Original certificate** (new company).
  - Approval of transfer of existing certificate:** Example, a non-certificated company purchases an existing company and desires to retain the original certificate of authority.
  - Approval of assignment of existing certificate:** Example, a certificated company purchases an existing company and desires to retain the certificate of authority of that company.
  - Approval of transfer of control:** Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of company:  
**Cbeyond Communications, LLC**

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

4. Official mailing address (including street name & number, post office box, city, state, zip code):  
**320 Interstate North Parkway**  
**Atlanta, GA 30339**

5. Florida address (including street name & number, post office box, city, state, zip code):  
**15310 Amberly Drive, Suite 207**  
**Tampa, FL 33647**

6. Structure of organization:

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

7. **If individual**, provide:

**Name:** **Not applicable.** \_\_\_\_\_

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

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

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

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

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

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

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

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

**Not applicable** \_\_\_\_\_

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

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

**M00000000909** \_\_\_\_\_

*\*Cbeyond is a Limited Liability Company with authorization to do business in Florida*

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

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

**Cbeyond will not use a fictitious name.** \_\_\_\_\_

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

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

**Not applicable.**

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

**Name: Not applicable.**

**Title:**

**Address:**

**City/State/Zip:**

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

**Internet E-Mail Address:**

**Internet Website Address:**

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

(a) **The Florida registration number:** Not applicable

14. Provide **F.E.I. Number** (if applicable): 593608337

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

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

**None of Cbeyond's officers, directors or any of its ten largest stockholders**

**previously have been adjudged bankrupt, mentally incompetent, or found**

**guilty of any felony or crime. No proceedings are pending.**

- (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.

**James F. Geiger – CMO Intermedia until 11/99**

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**Bob Morrice – VP Sales Intermedia until 11/99**

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**Mark Masi – VP Marketing Intermedia until 11/99**

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

- (a) The application:

**Name: Julia Strow**

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**Title: Vice President – Regulatory and Industry Relations**

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**Address: 320 Interstate North Parkway**

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**City/State/Zip: Atlanta, Georgia 30339**

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**Telephone No.: (678) 424-2400 Fax No.: (678) 424-2500**

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**Internet E-Mail Address: julia.strow@cbeyond.net**

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**Internet Website Address: http://www.cbeyond.net**

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

**Name: Julia Strow**

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**Title: Vice President – Regulatory and Industry Relations**

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**Address: 320 Interstate North Parkway**

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**City/State/Zip: Atlanta, Georgia 30339**

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**Telephone No.: (678) 424-2400 Fax No.: (678) 424-2500**

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**Internet E-Mail Address: julia.strow@cbeyond.net**

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**Internet Website Address: http://www.cbeyond.net**

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(c) Complaints/Inquiries from customers:

Name: Julia Strow

Title: Vice President – Regulatory and Industry Relations

Address: 320 Interstate North Parkway

City/State/Zip: Atlanta, Georgia 30339

Telephone No.: (678) 424-2400

Fax No.: (678) 424-2500

Internet E-Mail Address: julia.strow@cbeyond.net

Internet Website Address: http://www.cbeyond.net

17. List the states in which the applicant:

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

**As a new company Cbeyond has not yet operated in any state as an alternative local exchange company.**

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

**Cbeyond has a pending alternative local exchange carrier application in the State of Georgia.**

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

**Cbeyond is not yet certificated to operate as an alternative local exchange company in any state.**

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

**Cbeyond has not been denied authority to operate as an alternative local exchange company in any state.**

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

**Cbeyond has not had regulatory penalties for violation of telecommunications**

**statutes imposed by any state.**

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

**Cbeyond has not been involved in civil court proceedings with any telecommunica-**

**tions entity.**

18. Submit the following:

A. Financial capability.

**Please see *Exhibit A*. As a start-up company, Cbeyond does not yet have audited financial statements.**

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

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

1. the balance sheet;
2. income statement; and
3. statement of retained earnings.

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

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

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

3. **written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations.
- B. Managerial capability: give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each. **Please see Exhibit B.**
- 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. **Please see Exhibit C.**

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

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

UTILITY OFFICIAL:

Julia Stone  
Signature

6-23-00  
Date

Vice President, Regulatory and Ind. Relations  
Title

(678) 424-2400  
Telephone No.

Address: 320 Interstate North Parkway

(678) 424-2500  
Fax No.

Atlanta, GA 30399

ATTACHMENTS:

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

INTRASTATE NETWORK (if available)

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

1. **POP:** Address where located, and indicate if owned or leased.  
**Cbeyond is not yet operational, and is presently planning its Florida network. Please see Cbeyond's Network Diagram appended hereto as Exhibit D for information on the Cbeyond network.**

1) Unknown at this time	2) _____
_____	_____
3) _____	4) _____
_____	_____

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

1) Unknown at this time	2) _____
_____	_____
3) _____	4) _____
_____	_____

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

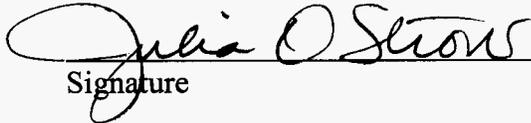
<u>POP-to-POP</u>	<u>OWNERSHIP</u>
1) Fiber _____	Leased _____
2) Copper _____	Leased _____
3) _____	_____
4) _____	_____

**AFFIDAVIT**

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial stability, 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:

  
Signature

6-23-00  
Date

**Vice President, Regulatory and Ind. Relations**  
Title

**(678) 424-2400**  
Telephone No.

**Address: 320 Interstate North Parkway**

**(678) 424-2500**  
Fax No.

**Atlanta, GA 30339**

**EXHIBIT A**

**Statement of Financial Capability and  
Relevant Financial Information**

CBEYOND COMMUNICATIONS, LLC (“Cbeyond”) is financially qualified to operate as a provider of resold and facilities-based telecommunications services in Florida. As a start-up company, Cbeyond has no significant financial history, and currently is in the process of making enormous network investments, as well as securing vendors for the equipment and construction of its network.

However, as is evident from Cbeyond’s financial statements (*see* Cbeyond’s Balance Sheet, Statement of Operations and Cash Flow statement, which are being filed with this Application *under seal*), Cbeyond has the necessary financial resources to provide the interexchange telecommunications services described in this Application and to finance its operations in order to maintain the provision of these services. Specifically, as demonstrated in its Cash Flow statement, Cbeyond has access to ample capital to fund the construction and operation of its telecommunications network in Florida, and to meet any lease and ownership obligations associated with its provision of telecommunications services in Florida.

**Balance Sheet**

**[CONFIDENTIAL AND PROPRIETARY – FILED UNDER SEAL]**

**Profit and Loss Statement**

**[CONFIDENTIAL AND PROPRIETARY – FILED UNDER SEAL]**

## **Cash Flow Statement**

**[CONFIDENTIAL AND PROPRIETARY – FILED UNDER SEAL]**

## **EXHIBIT B**

### **Statement of Managerial Capability**

CBEYOND COMMUNICATIONS, LLC (“Cbeyond”) is managerially qualified to provide resold and facilities-based telecommunications services in Florida. Cbeyond’s officers are:

<b>James F. Geiger</b>	<b>President &amp; Chief Executive Officer</b>
<b>Mark A. Masi</b>	<b>Chief Administrative Officer</b>
<b>Gordon Kerr</b>	<b>Chief Information Officer</b>
<b>Robert Sanders</b>	<b>Chief Technical Officer</b>
<b>J. Robert Fugate</b>	<b>Chief Financial Officer</b>
<b>Robert R. Morrice</b>	<b>Chief Marketing, Sales &amp; Customer Care Officer</b>
<b>Julia O. Strow</b>	<b>Vice President, Regulatory &amp; Industry Relations</b>
<b>Brian E. Craver</b>	<b>Vice President, Product Development &amp; Management</b>
<b>Chris C. Gatch</b>	<b>Vice President, Business Development</b>

Cbeyond’s management team has considerable experience in strategic planning, market planning, sales, business and product development, network operations, engineering, finance/business operations, legal and regulatory, customer service, and other relevant areas. As demonstrated by the biographies of Cbeyond’s officers appended to this Exhibit, several officers for many years were associated with Intermedia Communications, Inc., a highly successful facilities-based local exchange carrier. Cbeyond’s officers have a combined managerial experience of more than one hundred (100) years in the telecommunications industry, and substantial experience in running major business operations. Each member of Cbeyond’s

## **Cbeyond Communications, LLC**

management team will draw upon his or her own experience, as well as the collective experience of the entire management team, to ensure that Cbeyond is managed and operated efficiently and profitably.

**James F. Geiger**  
***President and CEO***

James F. Geiger is the founder of Cbeyond Communications, LLC. He has seventeen (17) years of telecommunications experience. Prior to founding Cbeyond, Geiger served as Senior Vice President and Chief Marketing Officer of Intermedia Communications. In this capacity, Geiger was responsible for business development, regulatory, product management and strategic planning for the firm. Since August 1995 through January 1999, in addition to his marketing responsibilities, Geiger was also responsible for building and leading Intermedia's sales organization of over 500 quota bearing representatives. Additionally, Geiger was responsible for the Digex complex web-hosting organization from late 1997 through February 1999, just prior to its carve out IPO.

From March 1995 to August 1995 Geiger served as President, FiberNet Southeast and Vice President Alternate Channel Sales at Intermedia. Prior to its purchase by Intermedia, from 1993 to March 1995, Geiger was one of the founding principals of FiberNet, serving as President and CEO. From 1989 to 1993 and prior to its sale to MFS, Geiger was a founder and sales and marketing VP for FiberNet, N.Y. Beginning in 1984, and prior to FiberNet, Geiger held various sales and marketing management positions within Frontier's deregulated subsidiaries. Geiger began his career at Price Waterhouse.

Geiger received his BS degree with distinction from Clarkson University in public accounting and pre-law.

**Mark A. Masi**  
***Chief Administrative Officer***

Prior to joining Cbeyond Communications, LLC, Masi served as Vice President of Voice Product Management at Intermedia Communications. Masi was responsible for product development and management of Intermedia's voice products, highlighted by the industry leading Unified Voice.net integrated service offerings. From March 1998 to May 1999, as Vice President & General Manager of Intermedia's Comactiv division, Masi was responsible for leading and integrating the former Shared Technologies acquisition, the nation's largest provider of shared tenant telecommunications services. From February 1995 until March 1998 Masi served in various officer level Operations capacities, responsible for transforming Intermedia from a Florida based CAP (competitive access provider) to a national integrated communications provider with the 4<sup>th</sup> largest frame relay network and over 26 Nortel voice switches in operation.

From November 1989 Masi was co-founder of Fibernet, Inc., serving as Executive Vice President and Chief Financial Officer responsible for funding and developing competitive access operations in several New York State markets; which were sold to MFS in March 1993. From 1993 until its sale to Intermedia in January 1995, Masi served in the same capacity for Fibernet USA.

From March 1982 until November 1989 Masi was employed by Rochester Telephone Corporation (now Frontier) in several operating and strategic management roles, highlighted by selection as one of the start-up member's of RTC's new long distance subsidiary, RCI Corporation.

Masi, who has eighteen (18) years of telecommunications experience, is a graduate of the State University of New York at Oswego with a degree in Economics and Binghamton University with an MBA in Finance.

**Robert R. Morrice**  
***Chief Marketing, Sales and Customer Care Officer***

As one of the co-founders of Cbeyond Communications, LLC, Morrice brings a wealth of experience to the newly formed team. He has eighteen (18) years of telecommunications experience, and recently served as Vice President of Retail Sales and as an Officer of Intermedia Communications. Morrice was responsible for building the most successful CLEC sales force in the nation. Over four years, he grew the number of people from 8 to 800, number of offices from 4 to over 50 nationwide and was responsible for over \$650 million in organic generated annualized revenues. Morrice guided all retail sales facets for Intermedia which includes the CLEC sales force, data sales force, Internet sales force and the shared tenant sales force.

During the previous three years, Morrice organized and developed the sales efforts for Precision Systems, Inc. a Florida based telecommunications software company offering calling and network features to the cellular industry.

From 1986 to 1993 Morrice was promoted through the sales management ranks at Sprint Communications. Starting as a National Account Manager, Branch Manager and finally running the southeast as Regional Director. Prior to Sprint, Morrice owned and operated numerous businesses which included managing a wholesale distribution company in Germany.

Morrice has an undergraduate degree in Social Sciences from Campbell University and a MED in Psychology from Wayne State University.

**Brian E. Craver**  
***Vice President Marketing – Product Development and Management***

Prior to co-founding Cbeyond Communications, LLC, Craver served as Senior Director of ISP Sales for Intermedia Communications – the largest independent Competitive Local Exchange Carrier. In that role, Craver was responsible for directing the sales of Intermedia's services to the top tier Internet Services Provider market. From January 1999 through September 1999, Craver had responsibility for managing the wholesale relationship with Williams Communications. This relationship gave Williams access to Intermedia's vast NNI based frame relay network and national ATM network which allowed them to offer these services to their wholesale carrier customers.

From October 1997 through December 1998, Craver was the Senior Director of Market Management responsible for all Government marketing. During this time, Craver led the corporate team in the re-negotiations of contracts with the States of New York and Florida, which had values of over \$70 million annually to Intermedia. Craver was also instrumental in the acquisitions of the State of Georgia frame relay contract and the State of Florida toll free services contract.

From August 1992 through September 1997, Craver was the Director for Government Sales and was also responsible for National Account Sales. While helping the company grow through increased sales, Craver led the team that won their first government contract – the State of Florida frame relay contract. This contract had since produced over 3,000 nodes of frame relay and annual revenues of over \$18 million.

From December 1988 to July 1992, Craver was a Business Services Manager from Sprint Corporation responsible for large business account sales in the Florida region. Prior to Sprint, Craver held various sales positions with Telus Communications.

Craver, who has twelve (12) years of telecommunications experience, attended Florida State University and studied Engineering and Business Finance.

**Chris C. Gatch**  
***Vice President - Business Development***

Prior to co-founding Cbeyond Communications, LLC, Gatch served as Senior Director of Strategic Marketing for Intermedia Communications and was responsible for development and management of strategic business initiatives for the company. In this position, his main area of focus was management of Intermedia's DSL partners and identification of companies to support Intermedia's IP telephony initiative.

From 1996 to 1999, Gatch served Intermedia as Government Account Manager. In that position he helped create the Government Sales Division of Intermedia and secured two of Intermedia's top four government accounts. The largest of these accounts was the State of Georgia for which Intermedia provided data and Internet services to over 1500 locations.

From 1995 to 1996, Gatch worked for Intermedia as Sales Engineer. In this capacity he provided pre-sales engineering support for retail and government accounts. In the last 18 months of this tenure, Gatch served as Sales Engineer supporting the State of Florida, one of Intermedia's largest accounts. He helped design, install and support IP, IPX and SNA networks for agencies such as Florida Lottery, Law Enforcement, Labor, and Transportation.

Gatch, who has five (5) years of telecommunications experience, holds a Bachelors of Science in Computer Engineering from Clemson University and a Masters of Science in the Management of Technology from the Georgia Institute of Technology. Both were received with honors.

**Gordon Kerr**  
***Chief Information Officer***

Prior to joining the Cbeyond Communications, LLC team, Kerr was Managing Director for Information Technology at Security Capital, a \$3 billion real estate development and investment company. He was responsible for directing technology and e-commerce strategy for Security Capital and its 18 invested companies, whose combined market capitalization is more than \$20 billion.

From November 1994 to June 1997 Kerr was senior vice president and CIO for Retailer Financial, the \$15 billion private label credit card division of General Electric Capital. In that role he held responsibility for all technology and systems supporting 75 million credit card customers and more than 300 retailers.

From 1987 to 1994, Kerr was senior vice president for Hyatt Hotels, one of the leading hotel management companies. While at Hyatt, Kerr was responsible for developing and implementing industry-leading applications in all areas of hotel technology. During that time, Hyatt systems received a number of computer industry awards for innovation and customer service. Kerr was also awarded a patent for the software technology that drives Hyatt's reservation system.

From 1980 to 1986 Kerr was vice president at Marriott Corp. where he was responsible for hotel and restaurant systems strategy and development. Before that he spent 4 years as a marketing representative for IBM, and 10 years in systems development for IBM's Federal Systems group, where he co-developed the network routing process for IBM's SNA product.

Kerr holds a Bachelors Degree in Engineering Science from Johns Hopkins University.

**Robert Sanders**  
*Chief Technical Officer*

Mr. Sanders brings a wealth of technical and engineering experience to Cbeyond Communications having been a key leader in the development of industry-leading service offerings based upon the latest technologies in his role as Vice President and CTO at Mind Spring and at EarthLink upon its acquisition of Mind Spring. Since 1994, Sanders has developed a thorough knowledge of data networking protocols including TCP/IP and ATM, and intimate familiarity with the best of breed equipment to implements them (e.g., Cisco, Foundry, Redback, 3com/USR, Ascend, Lucent, Nortel).

During his tenure at MindSpring and subsequently Earthlink, Sanders developed the architecture of the ADSL-based Internet access service deployed in over twenty markets nationwide through three separate LEC and CLECs and developed the IDSL and SDSL access service for small to medium sized businesses deployed in seven markets. Sanders also has experience in the evaluation of alternative "last mile" technologies, including wireless and satellite, to expand EarthLink's broadband footprint into otherwise unserviceable areas and led research into next-generation Internet services such as pervasive home networks, smart Internet appliances, IP delivery of interactive forms of traditional entertainment media such as television and radio. Sanders was responsible for building MindSpring's first 24/7 Network Operations Center and Network Engineering department and led a massive redesign of the entire service infrastructure when MindSpring acquired the PSI customer base expanding it from a regional provider to a national one. As part of this redesign, Mind Spring gained the ability to provide "private label" services such as pipeline.com, sprynet.com, netcom.com, etc. In his initial role as Vice President, Sanders created one of the earliest commercial web hosting services.

From 1991 through 1994, Sanders pursued a B.S. in Computer Science from the Georgia Institute of Technology located in Atlanta. He has six (6) years of telecommunications experience.

## **EXHIBIT C**

### **Statement of Technical Capability**

CBEYOND COMMUNICATIONS, LLC (“Cbeyond”) is technically qualified to operate as a provider of interexchange telecommunications services in Florida. Its senior technical personnel have designed, managed, and/or operated advanced telecommunications and data communications facilities throughout the United States. Robert Sanders, Cbeyond’s Chief Technical Officer, was responsible for developing MindSpring and Earthlink’s architecture for ADSL-based Internet access service through three separate LEC/CLECs in over twenty markets nationwide, and developed IDSL and SDSL access service for small to medium-sized businesses deployed in seven markets. Mr. Sanders also built MindSpring’s first 24/7 Network Operations Center, and led the redesign of the entire service infrastructure when MindSpring acquired PSINet’s customer base, expanding it from a regional provider to a national one. Gordon Kerr, Cbeyond’s Chief Information Officer, directed technology and e-commerce strategy for Security Capital and its 18 invested companies, with a combined market capitalization in excess of \$20 billion. During his ten-year tenure with IBM Federal Systems group, Mr. Kerr co-developed the network routing process for IBM’s SNA product. As Senior Vice President for Hyatt Hotels, he was awarded a patent for the software technology that drives its reservation system.

With such vast technical experience by its officers, in addition to its outstanding team of engineers and network specialists, Cbeyond possesses ample technical experience and capabilities to develop and maintain a successful telecommunications operation in Florida.

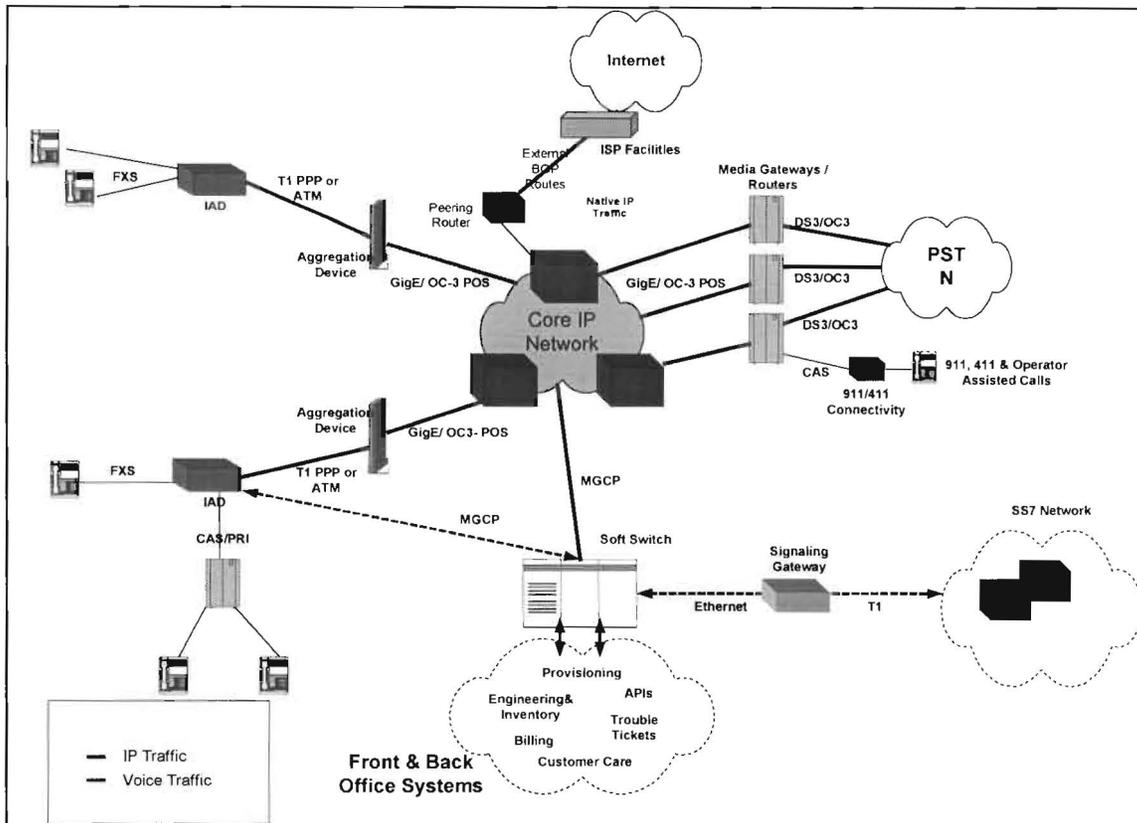
**EXHIBIT D**

**Network Diagram of Cbeyond Communications, LLC**

## **CBEYOND COMMUNICATIONS, LLC NETWORK DESCRIPTION & DIAGRAM**

The Cbeyond network is designed to provide the integration of traditional voice and data services over an Internet Protocol (“IP”) network. The network architecture will leverage emerging technologies such as Real-Time Transport Protocol (“RTP”) and Media Gateway Control Protocol (“MGCP”) to transport traditional voice services over an IP network. Next Generation devices such as Soft Switches, Media (“Trunking”) Gateways, Routers, and Aggregation devices will comprise the major network elements. The voice and data services will be integrated at the Customer Premises through the use of an Integrated Access Device (“IAD”). The IAD will integrate all traffic through either a T1 or DSL interface to the aggregation device. The IP aggregation device can be collocated in the central offices of other telecom carriers as availability and cost effectiveness demands.

Cbeyond's functional network architecture will be as follows:



The major functional elements of the network architecture will be as follows:

### **Integrated Access Device**

The Integrated Access Device (IAD) will be located on customer premises and able to integrate voice and data traffic over IP. The IAD will have analog voice ports and digital data ports on single chassis. In addition, it will support limited IP routing functions. The call control for voice calls is to be performed by the soft switch using packetized signaling messages.

### **Central Office Aggregator**

The Central Office Aggregator will be an IP switch or router that has very high densities. This network element will be used to aggregate IAD uplinks, therefore large port densities is desired. The router should be able to support a routing protocol such OSPF, BGP for peering with an ISP. It will be physically located in competitive carrier central offices or in Cbeyond's other leased facilities.

### **Media Gateway**

The Media Gateway will interface between the packet IP network of Cbeyond and the traditional PSTN network carriers. This device, under the control of the soft switch, will take the packetized voice streams, reassemble the speech and forward the media on to a TDM interface for delivery to the PSTN, and vice versa. The Media Gateway will also have a router blade that supports routing protocol(s). The Media Gateway will have very large densities to support large numbers of trunking circuits to the PSTN network. These gateways will be physically located in or near the Incumbent Local Exchange Carrier (ILEC) central offices to maximize cost efficiency.

### **Soft Switch**

The Soft Switch or Media Gateway Controller will perform call control functions for the IAD and the Media Gateway. It is the heart of the Cbeyond voice services network and will be located in Cbeyond's point of presence. The individual voice services can be located either in the Soft Switch or on a separate application server with an interface between the server and the Soft Switch. Billing records will be generated and stored on the Soft Switch and forwarded from the soft switch to a billing system. Open APIs in which a provisioning system can provision directly to the database will be available on the switch. The Soft Switch will be deployed in a mated pair configuration with the capability for communication among multiple Soft Switches at other network locations.

**EXHIBIT E**

**Certificate of Formation**

**CERTIFICATE OF FORMATION**

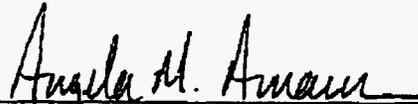
**OF**

**EGILITY COMMUNICATIONS, L.L.C.**

This Certificate of Formation of Egility Communications, L.L.C. (the "Company") is being executed and filed by the undersigned, as an authorized person of the Company, for the purpose of forming a limited liability company pursuant to the Delaware Limited Liability Company Act (6 Del.C. §18-101, et seq.).

1. The name of the limited liability company formed hereby is Egility Communications, L.L.C.
2. The address of the registered office of the Company in the State of Delaware is 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.
3. The name and address of the registered agent for service of process on the Company is The Corporation Trust Company, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

IN WITNESS WHEREOF, the undersigned, as an authorized person of the Company, has caused this Certificate of Formation to be duly executed as of the 22nd day of October, 1999.



Angela M. Amaru  
Authorized Person

APR 25 '00 19:11 FR WINSTON&STRAWN

312+5587426 TO 2422249130267483 P.04/04

Apr 25 00 05:11p Natalie Norton  
APR 25 '00 16:12 FR WINSTON&STRAWN

770-984-5602  
312+5587426 TO 242384917709456 P.03/03

P.3

**CERTIFICATE OF AMENDMENT  
OF  
EGILITY COMMUNICATIONS, L.L.C.**

1. The name of the limited liability company is Egility Communications, L.L.C.
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The Name of the Limited Liability Company is changed to Cbeyond Communications, LLC

3. This Certificate of Amendment shall be effective upon filing..

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of Egility Communications, L.L.C. this 25<sup>th</sup> day of April, 2000.



Mark Masi, Chief Administrative Officer

**EXHIBIT F**

**State Certification Documents**



FLORIDA DEPARTMENT OF STATE  
Katherine Harris  
Secretary of State

May 11, 2000

CT SYSTEM  
ATTN: CAROL CLARK

Qualification documents for CBEYOND COMMUNICATIONS, LLC were filed on May 11, 2000, and assigned document number M00000000909. Please refer to this number whenever corresponding with this office.

Your limited liability company is now qualified and authorized to transact business in Florida as of the file date. In accordance with section 608.406(2), F.S., the name of this limited liability company is filed with the Department of State for public notice only and is granted without regard to any other name recorded with the Division of Corporations.

A limited liability company 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 limited liability company 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 Registration and Qualification Section.

Lee Rivers  
Document Specialist  
Division of Corporations

Letter Number: 600A00026554



**CERTIFICATE OF DESIGNATION OF  
REGISTERED AGENT/REGISTERED OFFICE**

PURSUANT TO THE PROVISIONS OF SECTION 608.415 OR 608.507, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE STATE OF FLORIDA.

1. The name of the Limited Liability Company is:

Cbeyond Communications, LLC

2. The name and the Florida street address of the registered agent and office are:

C T Corporation System

(Name)

c/o C T Corporation System, 1200 South Pine Island Road

Florida street address (P.O. Box **NOT** ACCEPTABLE)

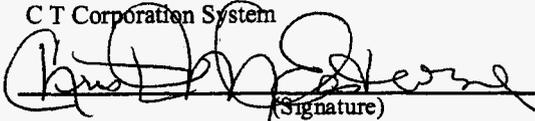
Plantation

FL 33324

City/State/Zip

*Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, 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 relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S..*

C T Corporation System

  
(Signature)

**\$ 100.00 Filing Fee for Application**  
**\$ 25.00 Designation of Registered Agent**  
**\$ 30.00 Certified Copy (optional)**  
**\$ 5.00 Certificate of Status (optional)**

**Cbeyond Communications, LLC**

**320 Interstate North Parkway  
Atlanta, Georgia 30339**

**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES  
PRICE LIST**

**This price list contains the description, regulations and rates for the furnishing of services and facilities for local exchange telecommunications services provided by Cbeyond Communications, LLC with principal offices at 320 Interstate North Parkway, Atlanta, Georgia 30339. This price list applies for service furnished within the state of Florida. This price list is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business in Atlanta, Georgia.**

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**Issued: July 5, 2000**

**Effective: \_\_\_\_\_**

**By: Julia Strow  
Vice President -- Regulatory and Industry Relations  
320 Interstate North Parkway  
Atlanta, Georgia 30339**

# Cbeyond Communications, LLC

Florida P.S.C. Price List No. 1  
Original Sheet No. 2

## CHECK SHEET

The sheets listed below, which are inclusive of this price list, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original price list and are currently in effect as of the date indicated below.

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

\* = New or revised sheet

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By: **Julia Strow**  
**Vice President -- Regulatory and Industry Relations**  
**320 Interstate North Parkway**  
**Atlanta, Georgia 30339**

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**TABLE OF CONTENTS**

Title Sheet ..... 1  
Check Sheet..... 2  
Table of Contents ..... 3  
Symbols ..... 4  
Price list Format ..... 5  
Section 1: Technical Terms and Abbreviations ..... 6  
Section 2: Rules and Regulations..... 9  
Section 3: Description of Service..... 20  
Section 4: Rates and Charges ..... 34

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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 Price list Location
- (N) New
- (R) Change Resulting in a Reduction to a Customer's Bill
- (T) Change in Text or Regulation but no Change in Rate or Charge

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**PRICE LIST FORMAT**

- A. Sheet Numbering** - Page numbers appear in the upper right corner of the sheet. Pages are numbered sequentially. However, new pages are occasionally added to the price list. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 34 and 35 would be page 34.1.
- B. Sheet Revision Numbering** - Revision numbers also appear in the upper right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised Page 34 cancels the 3rd Revised Page 34. Consult the check sheet for the page currently 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)
- D. Check Sheet** - When a price list is filed with the Commission, an updated check sheet accompanies the price list filing. The check sheet lists the price list pages, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made. The price list user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**1.1 Definitions**

**Busy Hour** - The two consecutive half hours during which the greatest volume of traffic is handled.

**Call** - A completed connection between the calling and called parties.

**Calling Station** - The telephone number from which a Call originates.

**Called Station** - The telephone number called.

**Commission** - The Florida Public Service Commission.

**Company** - Cbeyond Communications, LLC, unless specifically stated otherwise.

**Customer** - A person, firm, corporation, partnership or other entity, including affiliates or divisions of the Customer, in whose name the telephone number of the Calling Station is registered with the underlying local exchange company. The Customer is responsible for payment of charges to the Company and compliance with all terms and conditions of this price list.

**Day** - The period of time from 8:00 a.m. to (but not including) 5:00 p.m., Monday through Friday, as measured by local time at the location from which the Call is originated.

**Disconnect** - To render inoperable or to disable circuitry thus preventing outgoing and incoming toll communications service.

**Evening** - The period of time from 5:00 p.m. to (but not including) 11:00 p.m., Sunday through Friday and any time during a Holiday, as measured by local time at the location from which the Call is originated.

**Incomplete** - Any Call where voice transmission between the Calling and Called station is not established.

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

**1.1 Definitions (cont'd)**

**Holiday** - For the purposes of this price list recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**Message** - A completed telephone Call by a Customer or User.

**Normal Business Hours** - The hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

**Premises** - The space occupied by an individual Customer in a building, in adjoining buildings occupied entirely by that Customer, or on contiguous property occupied by the Customer separated only by a public thoroughfare, a railroad right of way, or a natural barrier.

**Rate** - Money, charge, fee or other recurring assessment billed to Customers for services or equipment.

**State** -- Florida

**Terminal Equipment** - Telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically, or inductively to the telecommunication system.

**User or end User** - Customer or any authorized person or entity that utilizes the Company's services.

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

**1.2 Abbreviations**

**BLV** – Busy Line Verification

**CPE** – Customer Premises Equipment

**DID** – Direct Inward Dialing

**DOD** – Direct Outward Dialing

**PBX** - Private Branch Exchange

**PIC** – Primary or Preferred Interexchange Carrier

**POP** - Point of Presence

**V&H** - Vertical and Horizontal Coordinates

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

- 2.1.1 The Company provides facilities-based local exchange telecommunications to Customers for the direct transmission of voice, data and other types of telecommunications. The Company provides service to multi-line business Customers only.
- 2.1.2 The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth in this price list. When authorized by the Customer, the Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangements.
- 2.1.3 The Company's services are provided on a monthly basis, unless otherwise stated in this price list. Services are available twenty-four (24) hours per day, seven (7) days per week.

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

**2.2 Limitations of Service**

- 2.2.1 Service is offered subject to the availability of facilities and provisions of this price list.
- 2.2.2 Service is furnished to the User for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other Users.
- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services may be denied for nonpayment of charges or for other violations of the terms and conditions set forth in this price list.
- 2.2.5 The use of the Company's services to make Calls which might reasonably be expected to frighten, abuse, torment, or harass another is prohibited.
- 2.2.6 Service temporarily may be refused or limited because of system capacity limitations.
- 2.2.7 Service is subject to transmission limitations caused by natural (including atmospheric, geographic or topographic) or artificial conditions adversely affecting transmission.
- 2.2.8 Service to any or all Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations.
- 2.2.9 The Company reserves the right to discontinue furnishing service where the Customer is using the service in violation of the law or the provisions of this price list.
- 2.2.10 Customers reselling or rebilling the Company's services must be certificated by the Commission.

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

**2.3 Limitations of Liability**

- 2.3.1 Because the Company has no control of communications content transmitted over its system, and because of the possibility of errors incident to the provision and use of its service, service furnished by the Company is subject to the terms, conditions and limitations herein specified.
- 2.3.2 The Company is not liable to Users for interruptions in service except as set forth in Section 2.5 of this price list.
- 2.3.3 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited, unless otherwise ordered by the Commission, 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.
- 2.3.4 With the exception of billing disputes, the Company shall not be liable for and the User shall indemnify and hold the Company harmless against any claims for loss or damages involving:
- 2.3.4.A Any act or omission of: (i) the User; or (ii) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company;
  - 2.3.4.B Interruptions or delays in transmission, or errors or defects in transmission, or failure to transmit when caused by or as a result of acts of God, fire, war, riots, government authorities or causes beyond the Company's control;
  - 2.3.4.C Any unlawful or unauthorized use of the Company's facilities and services;
  - 2.3.4.D Libel, slander or infringement of copyright arising directly or indirectly from content transmitted over facilities provided by the Company;

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

**2.3 Limitations of Liability (cont'd)**

- 2.3.4.E Infringement of patents arising from combining apparatus and systems of the User with facilities provided by the Company;
  - 2.3.4.F Claims arising out of any act or omission of the User in connection with service provided by the Company.
  - 2.3.4.G Breach in the privacy or security of communications transmitted over the Company's facilities;
  - 2.3.4.H Changes in any of the facilities, operations or procedures of the Company that: (1) render any equipment, facilities or services provided or utilized by the User obsolete; (2) require modification or alteration of such equipment, facilities or services; or (3) otherwise affect use or performance of such equipment, facilities or services except where reasonable notice is required by the Company and is not provided to the Customer.
  - 2.3.4.I Defacement of or damage to the Customer's Premises or personal property resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof.
  - 2.3.4.J Any wrongful act of a Company employee where such act is not authorized by the Company and is not within the scope of the employee's responsibilities for the Company;
  - 2.3.4.K Any noncompleted Calls due to network busy conditions; and
  - 2.3.4.L Any Calls not actually attempted to be completed during any period that service is unavailable.
- 2.3.5 The User shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against claims set forth in Section 2.3.4.

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

**2.3 Limitations of Liability (cont'd)**

- 2.3.6 The Company assumes no responsibility for the availability or performance of any facilities under the control of other entities that are used to provide service to the User, even if the Company has acted as the User's agent in arranging for such facilities or services.
- 2.3.7 With the exception of billing disputes, any claim against the Company shall be deemed waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 2.3.8 The Company makes no express representations or warranties regarding the service and disclaims any implied warranties, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose. The Company does not authorize anyone to make a warranty of any kind on its behalf and the User should not rely on any such statement.
- 2.3.9 Any liability of the Company for loss or damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the service, the transmission of the service, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service shall in no event exceed an amount equivalent to the proportionate fixed monthly charge to the Customer for service, during the period of time in which such mistakes, omissions, interruptions, delays, errors or defects in the service, its transmission or failure or defect in facilities furnished by the Company occurred, unless the Commission orders otherwise.

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

**2.4 Responsibilities of the Customer**

- 2.4.1 The Customer is responsible for placing any necessary orders, complying with price list regulations and assuring that Users comply with price list regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided by the Company to the Customer or made available by the Customer to another User. The Customer also is responsible for the payment of charges for all Calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provisioning of the Company's services, the Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
- 2.4.4 The Customer is responsible for arranging access to its Premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 2.4.5 The Customer must pay the Company for replacement or repair of damage to the Company's equipment or facilities caused by negligent or improper use on the part of the Customer, Users, or others.

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

**2.4 Responsibilities of the Customer (cont'd)**

- 2.4.6 The Customer must indemnify the Company for the theft of any Company equipment or facilities installed at the Customer's Premises.
- 2.4.7 The Customer agrees, except where the events, incidents or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify and hold harmless the Company against any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss of or damage to any property, whether owned by the Customer or others. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against such actions.

**2.5 Allowances for Interruptions in Service**

2.5.1 General

- 2.5.1.A A service is interrupted when it becomes unusable to the User, e.g., the User is unable to transmit or receive communications due to the failure of a component furnished by the Company under this price list.
- 2.5.1.B An interruption period begins when the User 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.
- 2.5.1.C If the User 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 Company to be impaired.

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

**2.5 Allowances for Interruptions in Service (cont'd)**

**2.5.2 Application of Credits for Interrupted Services**

- 2.5.2.A At the Customer's request, a credit allowance for a continuous interruption of service for more than twenty-four (24) hours will be made in an amount to be determined by the Company on a case-by-case basis.
- 2.5.2.B Any such interruption will be measured from the time it is reported to or detected by the Company, whichever occurs first.
- 2.5.2.C In the event the User is affected by such interruption for a period of less than twenty-four (24) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.
- 2.5.2.D When an interruption exceeds twenty-four (24) hours, the length of the interruption will be measured in twenty-four (24) hour days. A fraction of a day consisting of less than twelve (12) hours will not be credited and a period of twelve (12) hours or more will be considered an additional day.

**2.5.3 Limitations on Allowances**

- 2.5.3.A No credit allowance will be made for any interruption of service:
  - 2.5.3.A.1 due to the negligence of, or noncompliance with the provisions of this price list by, any person or entity other than the Company, including but not limited to the Customer or other entities or carriers connected to the service of the Company;
  - 2.5.3.A.2 due to the failure of power, equipment, systems or services not provided by the Company;
  - 2.5.3.A.3 due to circumstances or causes beyond the control of the Company;

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

**2.5 Allowances for Interruptions in Service (cont'd)**

**2.5.3 Limitations on Allowances (cont'd)**

- 2.5.3.A.4 during any period in which the Company is not given full and free access to the Customer's or Company's facilities and equipment for the purpose of investigating and correcting the interruption;
- 2.5.3.A.5 during any period in which the User continues to use the service on an impaired basis;
- 2.5.3.A.6 during any period in which the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 2.5.3.A.7 that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- 2.5.3.A.8 that was not reported to the Company within thirty (30) days of the date that service was affected.

**2.6 Termination of Service**

- 2.6.1 A Customer may terminate service, with or without cause, by giving the Company notice. The Company may terminate service with cause by giving the Customer five (5) business days' written notice. The Company may terminate service without notice in the event of the Customer maintaining and/or operating its own equipment in a manner that may cause imminent harm to the Company's equipment.
- 2.6.2 The Customer is responsible for all charges incurred to the Access Number regardless of which party terminates the service. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in collecting such charges.

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

**2.7 Payment of Charges**

- 2.7.1 The Customer is responsible for payment of all charges for service furnished to the User.
- 2.7.2 The Company reserves the right to assess late payment charges for Customers whose account(s) carries principal owing from the prior billing period. Any charges not paid in full by the due date indicated on the billing statement may be subject to a late fee of 1.5% per month.
- 2.7.3 Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately 30 days in length.
- 2.7.4 Customers must notify the Company either verbally or in writing of any disputed charges within sixty (60) days of the billing date, otherwise all charges on the invoice will be deemed accepted. All charges remain due and payable at the due date, although a Customer is not required to pay disputed charges while the Company conducts its investigation into the matter.

**2.8 Deposits**

The Company may, in some instances, require deposits from Customers.

**2.9. Advance Payments**

The Company will not require advance payments from Customers.

**2.10 Contested Charges**

All bills are presumed accurate, and shall be binding on the Customer unless objection is received by the Company no more than sixty (60) days after such bills are rendered. In the event that a billing dispute between the Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Customer may take the following course of action:

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

**2.10 Contested Charges (cont'd)**

First, the Customer may request, and the Company will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.)

2.10.2 Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer may file an appropriate complaint with the Florida Public Service Commission. The address of the Commission is:

Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0864

**2.11 Taxes**

State and local sales, use and similar taxes are billed as separate items and are not included in the quoted rates for service.

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**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**

**3.2 Start of Billing**

For billing purposes, the start of service is the day following acceptance by the Customer of the Company's service or equipment, or another date mutually agreed-upon by the Customer and the Company. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by the Company of notification of cancellation as described in Section 2 of this price list.

**3.3 Calculation of Distance**

3.3.1 Where applicable, usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the Call.

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

3.3.2.A The airline distance between any two (2) rate centers is determined as follows:

3.3.2.B Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced document.

3.3.2.C Compute the difference between the "V" coordinates of the two (2) rate centers; and the difference between the two (2) "H" coordinates ( $X1-X2 = V$ ;  $Y1-Y2 = H$ ).

3.3.2.D Square each difference obtained in step (B) above ( $V^2$ ;  $H^2$ ).

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**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**

**3.3 Calculation of Distance (cont'd)**

- 3.3.2.E Add the square of the "V" difference and the square of the "H" difference obtained in step C above ( $V^2 + Y^2 = S$ ).
- 3.3.2.F Divide the sum of the squares by 10 ( $S/10 = M$ ).
- 3.3.2.G Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

**3.4 Minimum Call Completion Rate**

The Customer may expect a Call completion rate of at least ninety-percent (90%) of dialed, local interoffice calls attempted during peak use periods or the busy hour.

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**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**

**3.5 Local Exchange Service Offerings**

Where technically and economically feasible, the Company offers local exchange telecommunications services to business Customers pursuant to contractual arrangements. The Customer's total monthly use of the Company's service is charged at the applicable rates, in addition to any monthly service charges.

**3.5.1 Business Local Exchange Service**

Business Local Exchange Service provides the Customer with basic business access lines allowing connectivity to the local service network and features.

**3.5.2 Business Trunk Line Service**

Business Trunk Line Service provides trunk-featured business local services for analog connection to Key and PBX systems. Service will include Direct Outward Dial ("DOD").

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**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**

**3.5 Local Exchange Service Offerings (cont'd)**

**3.5.3 Trunk Line Call Hunting Service**

Trunk Line Call Hunting Service is a Local Business Line Service that may be sold with hunting features to front-end an existing Key or PBX System.

**3.5.4 Direct Inward Dial ("DID") Service**

DID enables a Caller to complete a Call to a specific extension without being transferred by an attendant. The Company offers DID service to its Customers in minimum blocks of ten (10) telephone numbers.

The Company reserves the right to review vacant DID Stations or Stations not in use to determine efficient telephone number utilization. Should the Company determine, based on its own discretion, that inefficient number utilization is occurring, the Company reserves the right to reassign the unused DID Stations.

The Customer has no property rights to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end-office.

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**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**

**3.6 Additional Local Exchange Service Offerings**

**3.6.1 Directory Assistance Service**

Directory Assistance Service provides the Customer with the ability to use a directory assistance operator to provide listing information. The Company will provide access to Directory Assistance Service through arrangements with other telecommunications companies. A maximum of two (2) telephone numbers per Customer may be requested per Call.

**3.6.2 Directory Assistance Call Completion ("DACC") Service**

DACC service provides the Customer with the ability to use the directory assistance operator to connect the Customer with the party whose listing information the directory assistance operator has provided to the Customer. The DACC charge is in addition to the per Call charges for Directory Assistance set forth above.

**3.6.3 Operator Services**

Operator Services involve live or automated operator assistance with the placement of Customers' telephone Calls and related information. The Company will provide access to Operator Services through arrangements with other telecommunications companies.

**3.6.4 Directory Listings**

The Company shall provide for a single Directory Listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area of the Station number that is designated as the Customer's main billing number. Additional information or additional or alternate Company Station numbers, other than the Customer's main billing number associated with a Customer's service, also will be provided to the Customer for a monthly recurring charge per listing.

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**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**

**3.6 Additional Local Exchange Service Offerings (cont'd)**

3.6.5 Caller ID

Displays the name and telephone number of an incoming Call on a CPE device attached to the Customer's telephone line.

3.6.6 Call Forwarding

3.6.6.A Call Forwarding -- Universal

This service allows the Customer to forward Calls to any telephone number or station in the Customer Group that their station is allowed to call, including voicemail and the attendant. Call Forwarding -- Universal takes precedence over Call Forward -- No Answer and Call Forward - Busy, and calls are forwarded immediately.

3.6.6.B Call Forwarding -- No Answer

Calls are automatically forwarded to a pre-arranged number or station in the Customer Group after a specified number of rings.

3.6.6.C Call Forwarding -- Busy

Calls are automatically forwarded to a pre-arranged number or station in the Customer Group when the user's line is busy.

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**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**

**3.6 Additional Local Exchange Service Offerings (cont'd)**

**3.6.7 Call Waiting**

When a line is in use, Call Waiting will generate an audible tone that will allow the user to know that another Call is coming in. The user may answer the new Call, and alternate between Calls, by pressing the hook flash switch on the telephone.

**3.6.8 Cancel Call Waiting**

Allows the user, on a per-Call basis, to cancel the Call Waiting function by dialing \*70 before making a Call.

**3.6.9 Call Transfer**

Allows a user to transfer a Call to another station within the Customer Group or to an outside telephone number.

**3.6.10 Three-Way Calling**

Permits a user to place an existing Call on hold, dial another station in the Customer Group or outside telephone number, and bridge the new Call to the existing connection.

**3.6.11 Last Number Redial**

Allows a user to call back the last number dialed from the station, whether the call was answered or not.

**3.6.12 Speed Calling**

Enables a Customer to place calls to other telephone numbers by dialing a pre-programmed one or two-digit code rather than the complete telephone number. A Customer may subscribe to either the eight-code capacity or 30-code capacity.

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**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**

**3.6 Additional Local Exchange Service Offerings (cont'd)**

3.6.13 Call Park

Allows a Call to be placed on hold by one station and retrieved by another station in the Customer Group.

3.6.14 Distinctive Ring

Assigns different ring tones for Calls from within the Customer Group and for those from outside.

3.6.15 Calling Number Delivery Block

Allows a station to block the display of their number on outgoing Calls on a per-Call basis. To activate this feature, dial \*67.

3.6.16 Anonymous Call Rejection

Allows a called party to block calls from parties that have marked their calls "private". Customers may activate or deactivate this arrangement by dialing a preassigned activation code.

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**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**

**3.6 Additional Local Exchange Service Offerings (cont'd)**

**3.6.17 Automatic Busy Redial**

Permits the Customer to redial automatically the last number dialed. If the called line is busy, a 30-minute queuing process begins. The customer is then given an indication that the network will attempt to set up the call when the called line is idle.

**3.6.18 Automatic Call Return**

Enables a Customer to automatically return the last incoming Call. To return the Call, the Customer dials a feature code and the number is dialed automatically. If the called line is busy, a 30-minute queuing process begins. The Customer is then given an indication that the network will attempt to set up the Call when the called line is idle.

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**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**

**3.6 Additional Local Exchange Service Offerings (cont'd)**

**3.6.19 Call Blocking/Toll Restriction**

**3.6.19.A 900/976 Blocking**

900/976 blocking permits a new or existing Customer, on a per-line basis, to receive a one-time free of charge block on all Calls made from its Calling Station to a 900 or 976-type telephone number. This Call Blocking option prevents Calls to 900/976 information service providers by blocking the following dialing sequences: 1+900 and 1+976.

**3.6.19.B Long Distance Blocking**

This Call Blocking option prevents 1+ long distance calls by station by blocking the following dialing sequences on a per-line basis: 1 + (NPA) + NXX + XXXX and 1 + NXX + XXXX.

**3.6.19.C Directory Services Blocking**

This Call Blocking option prevents Calls to local Directory Services and casual dialed long distance providers by blocking the following dialing sequences on a per-line basis: 1+555-1212, 1+NPA+555-1212, and 411.

**3.6.19.D Operator Services Blocking**

This Call Blocking option prevents Calls to local Operator Services by blocking the following dialing sequences on a per-line basis: 0+ and 0-.

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**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**

**3.6 Additional Local Exchange Service Offerings (cont'd)**

3.6.19.E International Blocking

This Call Blocking option blocks access to international calling services on a per-line basis.

3.6.19.F Collect Blocking

This Call Blocking option prevents calls from being delivered on a per-line basis.

3.6.20 Local Number Portability

Local Number Portability is a service that enables the End User to retain use of the existing local exchange carrier's number after choosing the Company as its local exchange carrier, provided that the Customer's location remains the same after the switch.

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**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**

**3.6 Additional Local Exchange Service Offerings (cont'd)**

**3.6.21 Telecommunications Relay Services**

Telecommunications Relay Service ("TRS") enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone ("TT") or similar device to communicate freely with the hearing population not using TTs and visa versa. The Company will provide access to TRS through arrangements with other telecommunications carriers to enable Customers to access the TRS state provider to complete TRS Calls. The Company will impose a surcharge to all Customers at a level determined by the Commission.

**3.6.22 911 and E911 Services**

Emergency Services (Enhanced 911) allow Customers to reach appropriate emergency services, including: police, fire and hospital medical services. Enhanced 911 Service has the ability to selectively route an emergency Call to the primary 911 provider so that it reaches the correct emergency service located closest to the Caller. In addition, Enhanced 911 Service enables the Customer's address and telephone information to be displayed to the person handling the 911 Call.

The Company will provide access to 911 and E911 services either directly or through arrangements with other telecommunications carriers.

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**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**

**3.7 Miscellaneous Service Charges**

**3.7.1 Order Change**

An Order Change is a change in the Customer's service requested subsequent to installation.

**3.7.2 Telephone Number Change**

A Telephone Number Change is a change in the Customer's telephone number.

**3.7.3 Bad Check Charge**

If payment for Service is made by a check, draft, or similar instrument (collectively "Check") that is returned to the Company unpaid by a bank or another financial institution for any reason, the Company will bill the Customer a returned check charge. In addition, the Customer may be required to replace the returned Check with a payment in cash or equivalent to cash, such as cashier's check, certified check or money order.

**3.7.4 Reconnection**

Reconnection charges occur where service to an existing Customer has been discontinued for proper cause, and the Customer desires to resume service with the Company. Where a Customer desires reconnection, the Customer will be charged a fee to cover the cost to the Company of restoring service to the Customer.

**3.8 Promotions**

From time to time, the Company may offer services or waive or vary service rates for promotional, market research or other similar business purposes. Varying rates for promotional offerings will not exceed those in this tariff for the same services.

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**SECTION 4 – RATES AND CHARGES**

**4.1 Local Exchange Service Offerings**

4.1.1 Business Local Exchange Service

Flat Rate Service:

Monthly recurring charge, per line: \$ 45.00

Non-recurring charge, per line: \$ 75.00

4.1.2 Business Trunk Line Service

Monthly recurring charge, per line: \$ 60.00

Non-recurring charge, per line: \$ 75.00

Hunting Service, per line: \$ 15.00

4.1.3 DID Installation

Per first ten (10) numbers: \$915.00

Monthly recurring charge: \$2.00

Per additional ten (10) numbers: \$15.00

Monthly recurring charge: \$2.00

4.1.4 DID Trunk Termination Installation

Non-recurring charge: \$ 75.00

Monthly recurring charge: \$ 10.00

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**SECTION 4 – RATES AND CHARGES (Cont'd)**

**4.2 Additional Local Exchange Service Offerings**

**4.2.1 Directory Assistance Service**

First three (3) Calls: \$ 0.00  
Per each additional Call: \$ 0.85

**4.2.2 Directory Assistance for Individuals with Disabilities**

**4.2.2.A Directory Assistance Calls Within Local Calling Area**

There will be no charge for Directory Assistance Calls made from lines or trunks serving Customers with disabilities as defined in Chapter 25-4.115 of the Commission's rules, provided that such Directory Assistance Calls are made within the local calling area serving the disabled Customer's lines or trunks.

**4.2.2.B Directory Assistance Calls Outside of the Local Calling Area**

There will be no charge for up to fifty (50) Calls per billing cycle for Calls made to Directory Assistance from lines or trunks serving Customer's with disabilities where such Directory Assistance Calls are outside of the Customer's local calling area. The Directory Assistance charges specified in Section 4.2.1.A of this price list will apply for every Call outside of the disabled Customer's local calling area in excess of 50 Calls per billing cycle.

**4.2.3 Directory Assistance Call Completion Service**

Per Call Completion: \$ 0.85

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**SECTION 4 – RATES AND CHARGES (Cont'd)**

**4.2 Additional Local Exchange Service Offerings (cont'd)**

**4.2.4 Operator Services**

Station-to-Station Collect, Per Call	\$ 2.20
Per minute:	\$ 0.25
Person-to-Person Collect, Per Call	\$ 4.85
Per minute:	\$ 0.25
Calling Card Service, Per Call	\$ 0.90
Operator-Dialed Surcharge	\$ 1.00
BLV, Per Call	\$ 6.45
Emergency Interrupt, Per Call	\$ 6.45*

*\*Requires BLV*

**4.2.5 Directory Listings**

1st Listing:	<i>no charge</i>
Per Additional Information Listing:	
Non-recurring charge:	\$ 10.00
Recurring monthly charge:	\$2.00

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**SECTION 4 – RATES AND CHARGES (Cont'd)**

**4.2 Additional Local Exchange Service Offerings (Cont'd)**

4.2.6 Caller ID

Non-recurring charge:	\$10.00
Monthly recurring charge:	\$ 7.00

4.2.7 Call Forwarding

Non-recurring charge:	\$10.00
Monthly recurring charge:	\$ 3.00

4.2.8 Call Waiting

Non-recurring charge:	\$10.00
Monthly recurring charge:	\$ 3.50

4.2.9 Call Transfer

Non-recurring charge:	\$ 10.00
Monthly recurring charge:	\$ 3.75

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**SECTION 4 – RATES AND CHARGES (Cont'd)**

**4.2 Additional Local Exchange Service Offerings (Cont'd)**

4.2.10 Three-Way Calling

Non-recurring charge:	\$10.00
Monthly recurring charge:	\$ 3.75

4.2.11 Last Number Redial

Non-recurring charge:	\$10.00
Monthly recurring charge:	\$ 3.00

4.2.12 Speed Calling

Non-recurring charge:	\$10.00
Monthly recurring charge (8 code):	\$ 3.00
Monthly recurring charge (30 code):	\$ 4.00

4.2.13 Call Park

Non-recurring charge:	\$10.00
Monthly recurring charge:	\$ 3.00

4.2.14 Distinctive Ring

Non-recurring charge:	\$10.00
Monthly recurring charge:	\$ 3.00

4.2.15 Calling Number Delivery Block

Monthly recurring charge:	<i>no charge</i>
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**SECTION 4 – RATES AND CHARGES (Cont'd)**

**4.2 Additional Local Exchange Service Offerings (Cont'd)**

4.2.16 Anonymous Call Rejection

Non-recurring charge:	\$10.00
Monthly recurring charge:	\$ 3.00

4.2.17 Automatic Busy Redial

Non-recurring charge:	\$10.00
Monthly recurring charge:	\$ 3.00
Charge per use:	\$ 0.75

4.2.18 Automatic Call Return

Non-recurring charge:	\$10.00
Monthly recurring charge:	\$ 3.00
Charge per use:	\$ 0.75

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**SECTION 4 – RATES AND CHARGES (Cont'd)**

**4.2 Additional Local Exchange Service Offerings (Cont'd)**

**4.2.19 Call Blocking/Toll Restriction**

4.2.19.A	<u>900/976 Blocking</u>	Monthly recurring charge:	\$1.00
4.2.19.B	<u>1+ Long Distance Blocking</u>	Monthly recurring charge:	\$1.00
4.2.19.C	<u>Directory Service Blocking</u>	Monthly recurring charge:	\$1.00
4.2.19.D	<u>Operator Service Blocking</u>	Monthly recurring charge:	\$1.00
4.2.19.E	<u>International Call Blocking</u>	Monthly recurring charge:	\$1.00
4.2.19.F	<u>Collect Call Blocking</u>	Monthly recurring charge:	\$1.00

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**SECTION 4 – RATES AND CHARGES (Cont'd)**

**4.2 Additional Local Exchange Service Offerings (Cont'd)**

**4.2.20 Local Number Portability**

Where applicable, the Company will assess on End User Customers a monthly Local Number Portability (“LNP”) fee or fees to recover the Company’s costs of porting the Customer’s number/s from its existing carrier to the Company.

Per month charges:

Per line:	\$ 0.24
Per PBX trunk:	\$ 2.16

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**SECTION 4 – RATES AND CHARGES (Cont'd)**

**4.2 Additional Local Exchange Service Offerings (Cont'd)**

**4.2.21 911 Emergency Services**

Customers will be assessed a recurring monthly line item fee to compensate the Public Safety Answering Agency (“PSAA”) for the provision of E911 Service. This fee may vary, depending on the locality in which the Customer is located. The Company will remit this fee, on a monthly basis, to the PSAA.

**4.2.22 Florida Telecommunications Relay Services**

Recurring monthly surcharge:

Business Customers: \$0.08

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**SECTION 4 – RATES AND CHARGES (Cont'd)**

**4.3 Miscellaneous Service Charges**

4.3.1 Order Change

Per change: \$50.00

4.3.2 Telephone Number Change

Per change: \$25.00

4.3.3 Bad Check Charge

Per returned check: \$20.00

4.3.4 Reconnection

Per reconnection: \$50.00

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**SECTION 4 - RATES AND CHARGES (Cont'd)**

**4.4 Promotions**

From time to time, the Company, in compliance with all Commission regulations, may offer services or waive or vary service rates for promotional, market research or other similar business purposes.

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June 30, 2000

VIA OVERNIGHT DELIVERY

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

DEPOSIT                      DATE  
D3190                      JUL 05 2000

Re: **Application of Cbeyond Communications, LLC for  
Authority to Provide Alternative Local Exchange Service**

Dear Madam or Sir:

Enclosed for filing with the Florida Public Service Commission please find an original and six (6) copies of Cbeyond Communications, LLC's ("Cbeyond's") Application to provide Alternative Local Exchange telecommunications service in the State of Florida. Also enclosed is a tariff containing information regarding the terms, conditions and rates for Cbeyond's Alternative Local Exchange telecommunications services in Florida, as well as a check in the amount of \$250.00 to cover the requisite filing fee.

<b>Cbeyond Communications, LLC</b> 15310 Amberly Dr., Ste. 207 Tampa, FL 33647-2146 (813) 631-8993		<b>Bank of America</b> ACH R/T 063000047	1797 634/630 FL 2518 <i>6/2/00</i>
PAY TO THE ORDER OF <u>Florida Public Service Commission</u>		<u>250.00</u>	
<u>Two hundred fifty - no/100</u>		DOLLARS	
MEMO <u>Fla. IXC Application</u>			
@001797@			

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June 30, 2000

**VIA OVERNIGHT DELIVERY**

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

006804-TX

**Re: Application of Cbeyond Communications, LLC for  
Authority to Provide Alternative Local Exchange Service**

Dear Madam or Sir:

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Please note that Cbeyond's financial statements are being submitted *under seal* on the grounds that they contain strictly confidential and proprietary information. We inadvertently have not submitted statements signed by Cbeyond's executives for the *unaudited* financial statements, but will send them to you as soon as possible.

Application  
DOCUMENT NUMBER-DATE  
08096 JUL-3B  
FPC-RECORDS/REPORTING

DC01/CONNT/118667.1

FLORIDA PUBLIC SERVICE COMMISSION  
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**Re: Application of Cbeyond Communications, LLC for  
Authority to Provide Alternative Local Exchange Service**

Dear Madam or Sir:

Enclosed for filing with the Florida Public Service Commission please find an original and six (6) copies of Cbeyond Communications, LLC's ("Cbeyond's") Application to provide Alternative Local Exchange telecommunications service in the State of Florida. Also enclosed is a tariff containing information regarding the terms, conditions and rates for Cbeyond's Alternative Local Exchange telecommunications services in Florida, as well as a check in the amount of \$250.00 to cover the requisite filing fee.

Please note that Cbeyond's financial statements are being submitted *under seal* on the grounds that they contain strictly confidential and proprietary information. We inadvertently have not submitted statements signed by Cbeyond's executives for the *unaudited* financial statements, but will send them to you as soon as possible.

This claim of confidentiality was filed by or on behalf of a "telco" for Confidential DN 08097-00. The document is in locked storage pending advice on handling. To access the material, your name must be on the CASR. If undocketed, your division director must obtain written EXD/Tech permission before you can access it.

KELLEY DRYE & WARREN LLP

June 30, 2000

Page Two

Enclosed please find a duplicate copy of this filing and a self-addressed, postage-paid envelope. Please date-stamp the duplicate and return it in the envelope provided.

Please do not hesitate to call me if you have any questions.

Respectfully submitted,



Tamara E. Connor\*

*\*Member, Virginia State Bar; not admitted in the District of Columbia*

Enclosures