

SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

3000 K STREET, NW, SUITE 300
WASHINGTON, DC 20007-5116
TELEPHONE (202)424-7500
FACSIMILE (202) 424-7647

NEW YORK OFFICE
405 LEXINGTON AVENUE
NEW YORK, NY 10174

July 6, 2000

VIA OVERNIGHT MAIL

Blanca S. Bayo, Director
Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

000821-TX

MAIL ROOM
00 JUL -7 AM 8:53

**Re: Application of Vitts Networks, Inc. for Authority to Provide
Alternative Local Exchange Telecommunications Services Within
the State of Florida**

Dear Ms. Bayo:

Enclosed for filing on behalf of Vitts Networks, Inc. ("Vitts" or "Applicant") please find an original and six (6) copies of Vitts' application for authority to provide alternative local exchange telecommunications services within the State of Florida. Also enclosed is a check in the amount of \$250.00 to cover the filing fee.

Please note that the financial statements included as Exhibit B to the application contain confidential and proprietary information not generally available to the public. Therefore, the financial statements are enclosed in a sealed envelope. Disclosure of this financial information would cause harm to Applicant's business operations. Pursuant to Florida Statutes Section 364.183, Applicant respectfully requests that the information contained in the sealed envelope be given confidential treatment and that it not be made part of the public record or otherwise disclosed to the public.

Please date-stamp the enclosed extra copies of this filing and return in the self-addressed, stamped envelope provided. Should you have any questions concerning this filing, please do not hesitate to contact D. Anthony Mastando at (202) 424-7500.

Respectfully submitted,

Eric J. Branfman, Esq.
D. Anthony Mastando, Esq.

Counsel for Vitts Networks, Inc.

This claim of confidentiality was filed by or on behalf of a "telco" for Confidential DN 08217-00. 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.

Enclosures

cc: Thomas Lyle
Megan Rha (w/o encl.).

Applicant
DOCUMENT NUMBER-DATE
08216 JUL-78
FPSC-RECORDS/REPORTING

DOCUMENT NUMBER-DATE
08217 JUL-78
FPSC-RECORDS/REPORTING

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JUL 10 2000

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DEPOSIT JUL 11 2000

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ORIGINAL DOCUMENT IS PRINTED ON CHEMICAL REACTIVE PAPER & HAS A MICROPRINTED BORDER

SWIDLER BERLIN SHEREFF FRIEDMAN, LLP 3000 K STREET, N.W. SUITE 300 WASHINGTON, DC 20007	CHECK DATE 06/29/00	CHECK NO. D 122827
	Citibank DC Operating 1775 Pennsylvania Avenue, NW Suite 440 Washington, DC 20006	CHECK AMOUNT 250.00*****

TWO HUNDRED FIFTY AND 00/100 Dollars

Florida Public Service Commission

PAY TO THE ORDER OF

Maht: M. Move

OPERATING ACCOUNT

TWO SIGNATURES REQUIRED ON CHECK OVER \$10,000.00

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

1 2 2 8 2 7

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Megan Rha (w/o encl.).

DOCUMENT NUMBER-DATE

08216 JUL-78

FPSC-RECORDS/REPORTING

Confidential
DOCUMENT NUMBER-DATE

08217 JUL-78

FPSC-RECORDS/REPORTING

ORIGINAL

**** 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

000821 - TX

Instructions

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

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

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

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

APPLICATION

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

2. Name of company:

Vitts Networks, Inc. ("Vitts" or "Applicant")

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

Vitts Networks, Inc.

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

77 Sundial Avenue

Manchester, NH 03103

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

Vitts does not currently have an office in Florida. If Vitts does establish a Florida office in the future, Vitts will provide this information to the Commission, upon request.

6. Structure of organization:

- () Individual () Corporation
(X) Foreign Corporation () Foreign Partnership
() General Partnership () Limited Partnership
() Other _____

7. **If individual**, provide:

Name: Not Applicable

Title: _____

Address: _____

City/State/Zip: _____

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

Internet E-Mail Address: _____

Internet Web site Address: _____

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

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

Not Applicable

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

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

F00000003276

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

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

11. **If a limited liability partnership**, 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 Web site 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): 02-0492737

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

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

No officer, director, or any of the ten largest stockholders of Vitts have previously been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, nor will any such actions result from pending proceedings.

(b) an officer, director, partner or stockholder in any other Florida certificated telephone company.

No officer, director, or any of the ten largest stockholders of Vitts have previously been an officer, director, partner or stockholder in any other Florida certificated telephone company.

(c) If yes, give name of company and relationship. If no longer associated with company, give reason why not.

Not applicable

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

(a) The application:

Name: Eric J. Branfman, Esq. and D. Anthony Mastando, Esq.

Swidler Berlin Shereff Friedman, LLP

Title: Counsel for Vitts Networks, Inc.

Address: 3000 K St., N.W., Suite 300

City/State/Zip: Washington, D.C. 20007-5116

Telephone No.: (202) 424-7500 **Fax No.:** (202) 424-7645

Internet E-Mail Address:

EJBranfman@swidlaw.com; DAMastando@swidlaw.com

Internet Web site Address: http://www.swidlaw.com

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

Name: James Atkins and Thomas Lyle

Title: Vice President of Networks Operations; Regulatory Affairs Manager

Address: Vitts Networks, Inc., 77 Sundial Avenue

City/State/Zip: Manchester, NH 03103

Telephone No.: (603) 656-8000 **Fax No.:** (603) 656-8100

Internet E-Mail Address: jatkins@vitts.com; tlyle@vitts.com

Internet Web site Address: http://www.vitts.com

(c) Complaints/Inquiries from customers:

Name: Thomas Lyle

Title: Regulatory Affairs Manager

Address: Vitts Networks, Inc., 77 Sundial Avenue

City/State/Zip: Manchester, NH 03103

Telephone No.: (603) 656-8000 Fax No.: (603) 656-8100

Internet E-Mail Address: tlyle@vitts.com

Internet Web site Address: http://www.vitts.com

17. List the states in which the applicant:

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

Vitts currently provides telecommunications and data services in New Hampshire, Maine, Massachusetts, Rhode Island and Vermont.

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

In addition to Florida, Vitts currently has pending applications for authority to provide telecommunications services in the following states: Georgia, Indiana, Illinois, Ohio, South Carolina, Tennessee and Wisconsin. Also, Vitts' wholly-owned subsidiary, Vitts Networks of Virginia, LLC, has a pending application in Virginia.

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

Vitts is certificated to provide telecommunications services in: Connecticut, Delaware, the District of Columbia, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont and West Virginia.

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

Vitts has not been denied authority to offer service in any state.

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

Vitts has not had regulatory penalties imposed for violations of any 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.

Vitts has not been involved in civil court proceedings with an IXC, LEC, or other telecommunications entity.

18. Submit the following:

A. Financial capability. Please see Exhibit B.

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 also 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.

Please see Exhibit B.

- B. **Managerial capability:** give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.

Please see Exhibit C.

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

UTILITY OFFICIAL

Thomas J. G. G.
Signature

Regulatory Affairs Mgr
Title

Address: 77 Sundial Avenue

Manchester, NH 03103

6/16/00
Date

603-656-8107
Telephone No.

603-656-8103
Fax No.

ATTACHMENTS:

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

CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT

1, (Name) Not Applicable,

(Title) _____ of (Name of Company)

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

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

() sale

() transfer

() assignment

of the above-mentioned certificate.

UTILITY OFFICIAL:

Signature

Date

Title

Telephone No.

Address: _____

Fax No.

INTRASTATE NETWORK (if available)

Vitts does not presently own any facilities or switches in the State of Florida and has not finalized plans for acquiring its intrastate network. Vitts will supply the Commission with any information concerning the construction or acquisition of facilities once it becomes available.

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

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

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

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

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

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

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

AFFIDAVIT

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

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

UTILITY OFFICIAL:

Thomas S. Lyca
Signature
Regulatory Affairs Mgr

Address: 77 Sundial Avenue
Manchester, NH 03103

6/16/00
Date
603-656-8107
Telephone No.
603-656-8103
Fax No.

EXHIBITS

Exhibit A	Certificate of Authority to Transact Business In Florida
Exhibit B	Financial Qualifications [FILED UNDER SEAL]
Exhibit C	Managerial and Technical Qualifications
Exhibit D	Price List

Exhibit A

Certificate of Authority to Transact Business In Florida



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

June 8, 2000

C T CORPORATION SYSTEM

TALLAHASSEE, FL

Qualification documents for VITTS NETWORKS, INC. were filed on June 8, 2000 and assigned document number F0000003276. 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: 900A00032631

Exhibit B

Financial Qualifications

[FILED UNDER SEAL]

As evidenced by the financial statements attached hereto as Exhibit B, Vitts has sufficient financial capability to provide and maintain its interexchange and local exchange telecommunications services throughout the State of Florida and sufficient financial capability to meet any lease or ownership obligations it may incur. Vitts will rely upon the existing personnel and technological and financial resources of its parent company, Vitts Networks Group, Inc., to provide intrastate services. Both Vitts and Vitts Networks Group, Inc. are privately-held companies and prefer that their financial statements are not made a part of the public record in any jurisdiction. Vitts is, therefore, submitting this financial information in a separate sealed envelope and respectfully requests that this information be given confidential treatment and that it not be made a part of the public record or otherwise be made available for public disclosure.

Exhibit C

Managerial and Technical Qualifications

Managerial and Technical Qualifications

Vitts' officers are well qualified to execute its business plan, to provide its proposed telecommunications services and to operate and maintain Vitts' facilities over which such services will be deployed.

Vitts is technically qualified to operate and manage its telecommunications operations in the State of Florida. Descriptions of the extensive telecommunications and managerial experience of Vitts' key personnel are attached hereto.

Senior Management Team

Chris Oliver, Chairman and Chief Executive Officer

As founder, Chairman and Chief Executive Officer of Vitti Networks since 1996, Chris Oliver is responsible for the company's vision, overall corporate strategy and providing technical direction. Prior to founding Vitti Networks, Oliver was Chief Technology Officer and Managing Director of Engineering and Manufacturing at Cabletron Systems Inc. from 1985. During that time, Oliver was responsible for Cabletron's technology vision and strategy. While at Cabletron, he led a team of 1,200 hardware and software engineers in the development of numerous industry leading products. An inventor, Oliver holds several patents in the field of advanced Internet protocol packet-based networking technologies.

Greg DeMund, President and Chief Operations Officer

Greg DeMund was elected President by the Vitti Board of Directors in January 1998. Having served as COO of Vitti since October 1996, he is responsible for day to day operations and management of the company. Prior to Vitti, DeMund worked at Cabletron Systems for seven years, during which he served as Director of Business Development, Managing Director of European Operations and Director of Acquisitions. In addition to his positions at Cabletron, DeMund has been involved in the computer networking industry for over 18 years with Interlan, Autographix, and Prime Computer.

William Marshall, Chief Financial Officer and Treasurer

William Marshall joined Vitti in October 1999 as Treasurer and Chief Financial Officer. Prior to joining Vitti, Bill served as Chief Financial Officer of the Viisage Technology Division of Lau Technologies from December 1995 through the spin-off and initial public offering of the Company in November 1996. Prior to Viisage, Bill was a Partner with KPMG Peat Marwick from 1987 through 1995. Bill has a Bachelor of Science degree in Accounting from Elizabethtown College in Pennsylvania where he graduated summa cum laude.

Philip A. Gardella, Jr., Vice President Finance

Phil Gardella joined Vitti in February 1997 as its Controller and has since been named Vice President of Finance. He is responsible for Vitti's financial accounting, reporting, planning, and control, as well as human resources. Prior to joining Vitti, Gardella was the Corporate Controller for Proteon, Inc., a publicly held network access company. He has worked in various finance and accounting roles with Coopers & Lybrand, Pepsi Co., Digital Equipment Corporation, and Focus Enhancements, Inc. Gardella is a CPA in New Hampshire and Massachusetts and holds an MBA from Babson College.

Robert McPhearson, Vice President of Direct Sales

Robert McPhearson joined Vitti in September 1999. Rob is responsible for all direct account sales for Vitti's six state New England region. Rob brings with him an extensive background in enterprise network technology selling and sales origination.

management. Prior to joining Vitts, Rob was the New England Regional Sales Director for Cabletron Systems Inc.

Richard O'Connell, Vice President of Channel Sales

Richard O'Connell joined Vitts in July 1999. Rick is responsible for developing and managing Vitts indirect sales organization which includes affiliated independent retailers and value added resellers that are authorized to offer Vitts branded services. Prior to joining Vitts Rick's focus was Vice President of World Wide Channel Development. His responsibilities included the development of distributors, mail order, retail channels, and system Integrators channels. He also held senior management roles in Daewoo Electronics and McCaw Cellular.

Jim Atkins, Vice President of Network Operations

Jim Atkins joined Vitts in July 1998 as Director of Operations, having responsibility for all Vitts Protected Service Network facility engineering including design, implementation, administration. Prior to joining Vitts, Atkins spent 31 years with New England Telephone, Nynex and Bell Atlantic where his experience included a variety of engineering, construction and operations assignments in New Hampshire and Vermont. He spent 10 years as a director of operations in Maine and Eastern Massachusetts, where he was responsible for all Nynex Provisioning and Maintenance activity.

Karen Lloyd, Vice President of Marketing

Ms. Lloyd is responsible for Vitts' marketing, advertising and public relations. Prior to joining Vitts, Ms. Lloyd was Vice President of Marketing for Aztec Technology Partners, an e-solutions provider, and its subsidiary Bay State Computer Group. Ms. Lloyd previously served 5 years as Director of Marketing at CIC Systems (now CompuCom), and has held marketing management positions in other industries including consumer products, financial services and direct mail.

Bruce Dyke, Vice President of Support & Data Services

Mr. Dyke is responsible for ensuring that service connections for Vitts' customers are seamlessly installed and for providing 24x7 support. Prior to joining Vitts, Mr. Dyke was director of information services at Granite State Management and Resources, and spent 5 years with Cabletron Systems as manager for second-level software support and for their global call center.

Exhibit D

Price List

#335661.v1

FLORIDA TELECOMMUNICATIONS PRICE LIST

This price list contains the descriptions, regulations, and rates applicable to the furnishing of service and telecommunications services provided by Vitts Networks, Inc., with principal business offices at 77 Sundial Avenue, Manchester, NH 03103. This price list applies for services furnished within the State of Florida. This price list is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

ISSUED:

Gregory DeMund, President
77 Sundial Avenue
Manchester, NH 03103

EFFECTIVE:

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 shown at 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		
13	original		
14	original		
15	original		
16	original		
17	original		

ISSUED:

Gregory DeMund, President
77 Sundial Avenue
Manchester, NH 03103

EFFECTIVE:

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ISSUED:

Gregory DeMund, President
77 Sundial Avenue
Manchester, NH 03103

EFFECTIVE:

SYMBOLS SHEET

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

- A. **Check Sheets** – When a price list filing is made with the FPSC, an updated check sheet accompanies the price list filing.
- B. **Sheet Numbering and Revision Levels** – Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the price list. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1. Revision levels also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14.

ISSUED:

Gregory DeMund, President
77 Sundial Avenue
Manchester, NH 03103

EFFECTIVE:

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Samples of terms

Authorization Code - A numeric code, one or more of which may be assigned to a Customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly. Authorization Codes are the sole property of the Company, and no Customer shall have any property or other right or interest in the use of any particular Authorization Code.

Automatic Number 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.

Billed Party - The person or entity responsible for payment of the Company's service. The Billed Party is the Customer associated with the Authorization Code used to place the call, with the following exceptions:

- (a) In the case of a calling card or credit card call, the Billed Party is the party assigned the Authorization Code for the calling card or credit card used by the Users; and
- (b) In the case of a collect or third party call, the Billed Party is the person responsible for the local telephone service at the telephone number that agrees to accept charges for the call.

Called Station - The terminating point of a call.

Calling Card - A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

ISSUED:

Gregory DeMund, President
77 Sundial Avenue
Manchester, NH 03103

EFFECTIVE:

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

Calling Station - The originating point of a call.

Company - Vitts Networks, Inc. (Vitts).

Customer - The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with price list regulations.

Customer Dialed Calling Card Call - A Calling Card Call which does not require intervention by an attended operator position to complete.

FPSC - The Florida Public Service Commission.

Subscriber - See "Customer" definition.

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

User - A Customer, or any person or entity which makes use of services provided to a Customer under this price list.

Verified Account Code - A numerical code, one or more of which are available to a Customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly. Account codes are verified against a predefined list of codes maintained by the Company.

ISSUED:

Gregory DeMund, President
77 Sundial Avenue
Manchester, NH 03103

EFFECTIVE:

SECTION 2 – RULES AND REGULATIONS

2.1. APPLICATION OF PRICE LIST

- 2.1.1. This price list contains the rates applicable to the provision of intrastate telecommunications services by Vitts Networks, Inc. (Vitts) between various locations within the State of Florida. Service is furnished subject to transmission, atmospheric and like conditions.
- 2.1.2. The telecommunications services of the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services. However, services offered under this price list are conditioned upon the continued availability of various services provided to the Company by its underlying carriers.
- 2.1.3. The rates and regulations contained in this price list do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of the Company.

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Gregory DeMund, President
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Manchester, NH 03103

EFFECTIVE:

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.2. UNDERTAKING OF VITTS NETWORKS, INC.

- 2.2.1. The Company undertakes to provide telecommunications services to Customers for their lawful direct transmission and reception of data and other types of communications in accordance with the terms and conditions set forth in this price list. Voice service will not be offered until a specific service offering is filed as a supplement to this Price list.
- 2.2.2. All service is subject to the availability of necessary and suitable facilities and to the provisions of this price list. The Company or its designee may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.
- 2.2.3. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.2.4. For additional cost, and subject to availability, the Customer may use Authorization Codes to identify the user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.
- 2.2.5. The Company shall not be responsible for any installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this price list, the responsibility of the Company shall be limited to the furnishing of services under this price list and to the maintenance and operation of such services in the proper manner.

ISSUED:

Gregory DeMund, President
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Manchester, NH 03103

EFFECTIVE:

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.2 UNDERTAKING OF VITTS NETWORKS, INC. (Cont'd)

2.2.6. Customer-provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company. The Company assumes no liability with respect to the operation or maintenance of such equipment.

2.3 LIMITATIONS

2.3.1. Company reserves the right to disconnect service immediately without incurring liability when necessitated by conditions beyond the Company's control or when the Customer is using the service in violation of either the provisions of this price list or the laws, rules, regulations, or policies of the jurisdiction of the Calling Station or the Called Station, or the laws of the United States including rules, regulations and policies of the Federal Communications Commission.

2.3.2. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.3.3. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this price list shall apply to all such permitted assignees or transferees, as well as all conditions of service.

ISSUED:

Gregory DeMund, President
77 Sundial Avenue
Manchester, NH 03103

EFFECTIVE:

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.4 USE

- 2.4.1. Services may be used for the lawful transmission of communications by the Customer consistent with the provisions of this price list.
- 2.4.2. Service may not be used for any unlawful purpose. The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.4.3. The use of the Company's services without payment for service, as well as any attempt to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.4.4. The Company's services are available for use twenty-four (24) hours per day, seven (7) days per week.
- 2.4.5. Customers of service provided under this price list may authorize or permit others to use these services, and may resell or share such services subject to the regulations contained in this price list. The Customer remains responsible to the Company for payment of all charges for services used by others pursuant to this paragraph, with or without the Customer's knowledge, and is responsible for notifying the Company immediately of any unauthorized use of services.

ISSUED:

Gregory DeMund, President
77 Sundial Avenue
Manchester, NH 03103

EFFECTIVE:

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.5 LIABILITIES OF THE COMPANY

- 2.5.1. Except as stated in this Section 2.5, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this price list.
- 2.5.2. The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to, acts of God, fires, flood or other catastrophes; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; or other labor difficulties.
- 2.5.3. The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities, equipment, or services used with the Company's services. Nor shall the Company be liable for any damages or losses due to the failure or negligence of the Customer or due to the failure of Customer-provided equipment, facilities or services. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.

ISSUED:

Gregory DeMund, President
77 Sundial Avenue
Manchester, NH 03103

EFFECTIVE:

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.5 LIABILITIES OF THE COMPANY

2.5.4. Company shall not be liable for and Customer shall indemnify and hold Company harmless from any and all loss, claims, demands, suits, or other action or liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.

2.5.5. The liability of the Company, for mistakes, omissions, interruptions, delays, errors or defects in transmission shall not exceed an amount equivalent to the proportionate recurring charge to the Customer for the period of service during which such events occur. No credit shall be allowed for an interruption of a continuous duration of less than twenty-four (24) hours. For purposes of determining service credits, a month shall be deemed to have seven hundred twenty (720) hours. Any credits will be set off against charges billed during the next month.

ISSUED:

Gregory DeMund, President
77 Sundial Avenue
Manchester, NH 03103

EFFECTIVE:

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.5 LIABILITIES OF THE COMPANY (Cont'd)

2.5.6. Company shall be indemnified and held harmless by the Customer against:

- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
- B. Claims for patent infringement arising from combining or connecting Company's facilities with apparatus and systems of the Customer; and
- C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.

2.5.7 The Company shall not be liable for damages or adjustment, refund, or cancellation of charges unless the Customer has notified the Company in writing, of any dispute concerning charges, or the basis of any claim for damages, within thirty (30) calendar days after the invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands. If notice of a dispute concerning the charges is not received, in writing, within thirty (30) calendar days after an invoice is rendered or a debit is effected, such invoice shall be deemed to be correct, accepted, and binding upon the Customer.

ISSUED:

Gregory DeMund, President
77 Sundial Avenue
Manchester, NH 03103

EFFECTIVE:

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.6 OBLIGATIONS OF THE CUSTOMER

- 2.6.1. The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- 2.6.2. The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.
- 2.6.3. The Customer will be liable for damages to the facilities of the Company caused by negligence or willful acts of any officers, employees, agents or contractors of the Customer.
- 2.6.4. The Company may, upon notification of the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements of this price list are being complied with in the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities. The Company may temporarily suspend service without liability, while making such tests and inspections, and thereafter until any violations of such requirements are corrected.

ISSUED:

Gregory DeMund, President
77 Sundial Avenue
Manchester, NH 03103

EFFECTIVE:

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.6 OBLIGATIONS OF THE CUSTOMER (Cont'd)

- 2.6.5. Consistent with FPSC rules, the Company will take action to protect its personnel and operations from conditions dangerous to health or safety and to ensure its ability to serve other Customers. The Company will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within twelve (12) days after such notice is received that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its operations and personnel from harm and ensure its ability to serve other Customers. The Company will upon request twenty-four (24) hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.
- 2.6.6. The Customer is responsible for prompt payment of all charges for services rendered by the Company.
- 2.6.7. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.

ISSUED:

Gregory DeMund, President
77 Sundial Avenue
Manchester, NH 03103

EFFECTIVE:

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.7. INTERRUPTION OF SERVICE

Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence or willful acts of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.5, herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control, and/or is not in the wiring or equipment connected to the terminal of the Company.

2.8. RESTORATION OF SERVICE

The use and restoration of service in emergencies shall be in accordance with Part 65, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

ISSUED:

Gregory DeMund, President
77 Sundial Avenue
Manchester, NH 03103

EFFECTIVE:

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.9. PAYMENTS AND BILLING

- 2.9.1. Service is provided and billed on a monthly basis in accordance with FSPC 25-4.110. Unless otherwise agreed, the minimum service period is one (1) month. Service continues to be provided until canceled by the Customer in accordance with the provisions of this price list.
- 2.9.2. The Customer is responsible for the payment of all charges for services furnished by the Company. Charges are based on actual usage during a month and will be billed monthly in arrears.
- 2.9.3. Bills are due and payable upon receipt and past due thirty (30) days after issuance. Past due amounts are subject to late charges as set forth in the applicable service contract.
- 2.9.4. An additional charge will be assessed for each Customer check returned as non-payable.
- 2.9.5. Customer questions, complaints and disputes regarding billing or service provided by the Company may be referred to Vitts' customer service department in writing at 77 Sundial Avenue, Manchester, NH 03103 or by telephoning at (888) 656-1800.

ISSUED:

Gregory DeMund, President
77 Sundial Avenue
Manchester, NH 03103

EFFECTIVE:

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.10. CANCELLATION BY CUSTOMER

2.10.1. Business Customers may cancel service upon not less than thirty (30) days' written notice to Vitts unless a longer notice period is specified in an applicable service contract executed by the Customer.

2.10.2. If the Customer has ordered service requiring special facilities dedicated to the Customer's use and then cancels the order before completion of the minimum service period or some other period mutually agreed with the Customer, the Customer shall be liable for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by Company.

2.11. INTERCONNECTION

2.11.1. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

2.11.2. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' price lists. The Customer is responsible for taking all necessary legal steps for interconnecting Customer provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other such arrangements necessary for interconnection.

ISSUED:

Gregory DeMund, President
77 Sundial Avenue
Manchester, NH 03103

EFFECTIVE:

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.12. CANCELLATION BY COMPANY

- 2.12.1. Service may be discontinued or temporarily suspended by the Company, without notice to the Customer, and Company may block traffic to certain cities or NXX exchanges, or block calls using certain Authorization Codes, when the Company deems it necessary to take such action to prevent the unlawful, unauthorized or hazardous use of its service. The Company will restore service as soon as it can be provided without undue risk.
- 2.12.2. Without incurring liability, upon thirteen (13) days' written notice for business Customers, the Company may discontinue the provision of service to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted services:
- A. For nonpayment of any sum of \$50.00 or more due the Company for more than thirty (30) days after issuance of the bill for amount due,
 - B. For violation of any of the provisions of this price list or any applicable service contract,
 - C. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company's services,
 - D. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services, or
 - E. In the event that the Company's underlying carrier(s) cease providing services to the Company which are necessary in order for the Company to provide the services described herein.

The discontinuation of service by the Company shall be consistent in all respects with applicable FPSC Rules.

ISSUED:

Gregory DeMund, President
77 Sundial Avenue
Manchester, NH 03103

EFFECTIVE:

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.13. DEPOSITS

Initially, the Company will not require deposits from customers. If in the future the Company deems it necessary to establish credit by requiring deposits, it will amend its price list to remain in compliance with FPSC 25-4.109.

ISSUED:

Gregory DeMund, President
77 Sundial Avenue
Manchester, NH 03103

EFFECTIVE:

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.14. TAXES

All state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates. Customers shall be responsible for any applicable taxes.

ISSUED:

**Gregory DeMund, President
77 Sundial Avenue
Manchester, NH 03103**

EFFECTIVE:

SECTION 3 – BASIC SERVICE DESCRIPTION AND RATES

3.1. TIMING OF CALLS

[Reserved]

3.2. VITTS NETWORKS, INC. SERVICES

Vitts provides dedicated inbound and outbound services to business Customers.

3.3. MINIMUM CALL COMPLETION RATE

[Reserved]

3.4. RATE CALCULATIONS

The aggregate per minute rates for each service offered by Vitts are listed below, along with the increments in which those charges are billed. Call times are rounded up to the next highest billing increment. Applicable monthly charges, installation fees, and other requirements are set forth below.

3.5. RESIDENTIAL RATES

[Reserved]

ISSUED:

Gregory DeMund, President
77 Sundial Avenue
Manchester, NH 03103

EFFECTIVE:

SECTION 3 – BASIC SERVICE DESCRIPTION AND RATES

3.6. COMMERCIAL SERVICE RATES

3.6.1 Data Service Transport Service Rates:

3.6.1.A DS1 Rates - Local Distribution Channels:

3.6.1.A.1 Non-recurring: \$ 650.00 per Data Transport Service Channel

3.6.1.A.2 Recurring:
Month to Month

Fixed \$ 223.81 per termination point

First Mile 50.00

Each Additional Mile 20.00

3.6.1.B DS 3 Rates - Local Distribution Channels:

3.6.1.B.1. Non-recurring: \$995.00 per Data Transport Service Channel

3.6.1.B.2 Recurring:
Month to Month

Fixed \$ 2,785.00 per termination point
Per Mile 150.00

ISSUED:

Gregory DeMund, President
77 Sundial Avenue
Manchester, NH 03103

EFFECTIVE:

SECTION 3 – BASIC SERVICE DESCRIPTION AND RATES (Cont'd)

3.6. COMMERCIAL SERVICE RATES (Cont'd)

- 3.6.2. Service Calls. When a customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities or in the facilities of any other carriers with which the Company has arrangements, the Customer may be responsible for payment of a charge calculated from the time the Company's personnel are dispatched to the Customer premise until the work is completed. The per hour rate per technician is \$75.00.
- 3.6.3. Individual Case Basis Arrangements. When the Company furnishes a facility or service for which a rate or charge is not specified in the Company's price list, charges will be determined on an Individual Case Basis.
- 3.6.4. Promotional and Competitive Discounts. The Company, from time to time and in its discretion, may offer discounts from the above-specified price list rates in connection with promotional offerings or to respond to service offerings of competing carriers. In no event will the price for a tariffed service exceed the price list rate.

ISSUED:

Gregory DeMund, President
77 Sundial Avenue
Manchester, NH 03103

EFFECTIVE:

SECTION 3 – BASIC SERVICE DESCRIPTION AND RATES (Cont'd)

3.7 COMMERCIAL SERVICE RATES II

3.7.1 Data Service Transport Service Rates:

3.7.1.A DS1 Rates - Local Distribution Channels:

3.7.1.A.1 Non-recurring: \$ 554.23 per Data Transport Service Channel

3.7.1.A.2 Recurring:

Month to
Month

Per termination point \$ 153.00

Fixed 67.50

Per Mile 15.84

ISSUED:

Gregory DeMund, President
77 Sundial Avenue
Manchester, NH 03103

EFFECTIVE:

SECTION 3 – BASIC SERVICE DESCRIPTION AND RATES (Cont'd)

3.7 COMMERCIAL SERVICE RATES II (Cont'd)

3.7.1 Date Service Transport Rates (Cont'd)

3.7.1.B DS 3 Rates - Local Distribution Channels:

3.7.1.B.1. Non-recurring: \$1,597.50 per Data Transport Service Channel

3.7.1.B.2 Recurring:

	<u>Month to Month</u>
Per termination point	\$2,745.00
Fixed	765.00
Per Mile	<u>90.00</u>

ISSUED:

Gregory DeMund, President
77 Sundial Avenue
Manchester, NH 03103

EFFECTIVE:

SECTION 3 – BASIC SERVICE DESCRIPTION AND RATES (Cont'd)

3.7 COMMERCIAL SERVICE RATES II (Cont'd)

- 3.7.2. Service Calls. When a customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities or in the facilities of any other carriers with which the Company has arrangements, the Customer may be responsible for payment of a charge calculated from the time the Company's personnel are dispatched to the Customer premise until the work is completed. The per hour rate per technician is \$75.00.
- 3.7.3. Individual Case Basis Arrangements. When the Company furnishes a facility or service for which a rate or charge is not specified in the Company's price list, charges will be determined on an Individual Case Basis.
- 3.7.4. Promotional and Competitive Discounts. The Company, from time to time and in its discretion, may offer discounts from the above-specified price list rates in connection with promotional offerings or to respond to service offerings of competing carriers. In no event will the price for a tariffed service exceed the price list rate.

ISSUED:

Gregory DeMund, President
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Manchester, NH 03103

EFFECTIVE:

SECTION 4 – MISCELLANEOUS SERVICES

[RESERVED]

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Gregory DeMund, President
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Manchester, NH 03103

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