

Lance J.M. Steinhart
Attorney At Law
6455 East Johns Crossing
Suite 285
Duluth, Georgia 30097

Also Admitted in New York
and Maryland

Telephone: (770) 232-9200
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December 11, 2000

VIA OVERNIGHT DELIVERY

Florida Public Service Commission
Tariff Section
2540 Shumard Oak Blvd.
Gunter Bldg.
Tallahassee, Florida 32399
(850) 413-6000

001785-TI

Re: VIVO-FLA, LLC

Dear Sir/Madam:

Enclosed please find one original and six (6) copies of VIVO-FLA, LLC's Application for Authority to Provide Interexchange Telecommunications Service Within the State of Florida, along with an original and six (6) copies of VIVO-FLA, LLC's proposed tariff.

I also have enclosed a check in the amount of \$250.00 payable to the Florida Public Service Commission to cover the cost of filing these documents.

Please return a stamped copy of the extra copy of this letter in the enclosed preaddressed prepaid envelope.

If you have any questions regarding the application or the tariff, please do not hesitate to call me. Thank you for your attention to this matter.

Sincerely,



Lance J.M. Steinhart, Esq.
Attorney for VIVO-FLA, LLC

Enclosures

cc: Tim Sefton

DOCUMENT NUMBER-DATE
15896 DEC 12 2000
FPSC-REG/DUS/REPORTING

VIVO COMMUNICATIONS

600 SOUTH ADAMS
SUITE 210
BIRMINGHAM, MI 48009
P: 248-644-5988

REPUBLIC BANK
ANN ARBOR, MI 48104
74-1012-724

1009

11/22/2000

PAY TO THE ORDER OF Florida Public Service Commission

\$ ****250.00**

Two Hundred Fifty and 00/100*****

DOLLARS

Florida Public Service Commission

MEMO FLA Filing- Long Distance



BP

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

DIVISION OF REGULATORY OVERSIGHT
CERTIFICATION SECTION

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

Instructions

- ◆ This form is used as an application for an original certificate and for approval of assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Page 16).
- ◆ Print or Type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- ◆ Use a separate sheet for each answer which will not fit the allotted space.
- ◆ Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of **\$250.00** to:

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

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

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

**Florida Public Service Commission
Division of Regulatory Oversight
Certification Section
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6480**

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:

VIVO-FLA, LLC

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

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

600 South Adams Suite 210

Birmingham MI 48009

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

None

6. Select type of business your company will be conducting (check all that apply):

- Facilities-based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.

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

7. Structure of organization;

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

8. **If individual**, provide:

Name: Not Applicable
Title: _____
Address: _____
City/State/Zip: _____

Telephone No.: _____ Fax No.: _____
Internet E-Mail Address: _____
Internet Website Address: _____

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

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

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

(a) **The Florida Secretary of State Corporate Registration number:**
L00000013208 Limited Liability Company

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

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

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

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

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

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

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

(a) **The Florida registration number:** _____

15. Provide **F.E.I. Number** (if applicable): 38-3560698

16. Provide the following (if applicable):

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

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

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

(c) How is this information provided?

17. Who will receive the bills for your service?

- Residential Customers Business Customers
 PATs providers PATs station end-users
 Hotels & motels () Hotel & motel guests
 Universities Universities dormitory residents
 Other: (specify)_____.

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

(a) The application:

Name: Lance J.M. Steinhart

Title: Regulatory Counsel

Address: 6455 East Johns Crossing, Suite 285

City/State/Zip: Duluth, Georgia 30097

Telephone No.: (770) 232-9200 **Fax No.:** (770) 232-9208

Internet E-Mail Address: lsteinhart@telecomcounsel.com

Internet Website Address: _____

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

Name: Tim Sefton
Title: VP of Customer Service
Address: 600 South Adams Suite 210
City/State/Zip: Birmingham MI 48009
Telephone No.: (248) 644-5988 **Fax No.:** (248) 644-5988
Internet E-Mail Address: info@vivocommunications.net
Internet Website Address: www.invivocommunications.net

(c) Complaints/Inquiries from customers:

Name: Tim Sefton
Title: VP of Customer Service
Address: 600 South Adams Suite 210
City/State/Zip: Birmingham MI 48009
Telephone No.: (248) 644-5988 **Fax No.:** (248) 644-5988
Internet E-Mail Address: info@vivocommunications.net
Internet Website Address: www.invivocommunications.net

19. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

None

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

Oregon and Tennessee.

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

None.

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

None

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

None

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

None

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

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

No

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

No

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

a. _____ **MTS with distance sensitive per minute rates**

- _____ Method of access is FGA
- _____ Method of access is FGB
- _____ Method of access is FGD
- _____ Method of access is 800

b. _____ **MTS with route specific rates per minute**

- _____ Method of access is FGA
- _____ Method of access is FGB
- _____ Method of access is FGD
- _____ Method of access is 800

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

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

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

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

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

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

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

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

i. **Travel service**

- Method of access is 950
- Method of access is 800

j. **900 service**

k. **Operator services**

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

1. **Services included are:**

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

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

23. Submit the following:

A. Managerial capability; give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.

See Attached

B. Technical capability; give resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance.

Applicant will use the network services of its underlying carrier to provide services to customers in the State of Florida.

C. Financial capability.

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

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

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

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

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

1. **A written explanation** that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
2. **A written explanation** that the applicant has sufficient financial capability to maintain the requested service.
3. **A written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations.

THIS PAGE MUST BE COMPLETED AND SIGNED

APPLICANT ACKNOWLEDGMENT STATEMENT

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

UTILITY OFFICIAL:

Tim Sefton

Print Name

VP of Customer Service

Title

(248) 644-5988

Telephone No.

Fax No.

Address:

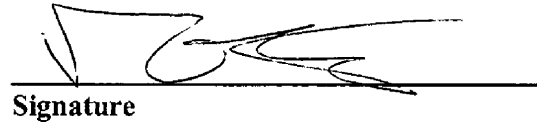
600 South Adams

Suite 210

Birmingham

MI

48009



Signature

Date

11-22-00
(248) 647-0526

THIS PAGE MUST BE COMPLETED AND SIGNED

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

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

- () The applicant will **not** collect deposits nor will it collect payments for service more than one month in advance.

- () The applicant intends to collect deposits and/or advance payments for more than one month's service and will file and maintain a surety bond with the Commission in an amount equal to the current balance of deposits and advance payments in excess of one month.
(The bond must accompany the application.)

UTILITY OFFICIAL:

Tim Sefton

Print Name

VP of Customer Service

Title

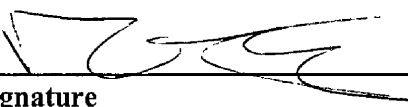
(248) 644-5988

Telephone No.

Address:

600 South Adams

Birmingham



Signature

11-22-00

Date

(248) 647-0526

Fax No.

Suite 210

MI

48009

THIS PAGE MUST BE COMPLETED AND SIGNED

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:

Tim Sefton

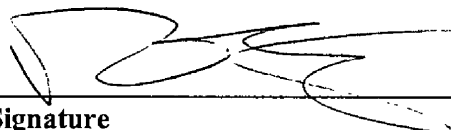
Print Name

VP of Customer Service

Title

(248) 644-5988

Telephone No.



Signature

11-22-00

Date

(248) 647-0526

Fax No.

Address:

600 South Adams

Suite 210

Birmingham

MI

48009

FL IXC App

CURRENT FLORIDA INTRASTATE SERVICES

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

If the answer is has, fully describe the following:

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

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

UTILITY OFFICIAL:

Tim Sefton

Print Name

VP of Customer Service

Title

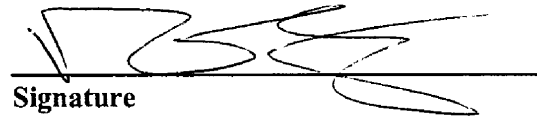
(248) 644-5988

Telephone No.

Address:

600 South Adams

Birmingham



Signature

Date

(248) 647-0526

Fax No.

Suite 210

MI

48009

CERTIFICATE TRANSFER, OR ASSIGNMENT STATEMENT

FL IXC App

FORM PSC/CMU 31 (12/96)

Required by Commission Rule Nos. 25.24-470,
25-24.471, and 25-24.473, 25-24.480(2).

LIST OF ATTACHMENTS

PROPOSED TARIFF

FINANCIAL INFORMATION

MANAGEMENT INFORMATION

STATEMENT OF FINANCIAL CAPABILITY

PROPOSED TARIFF

TABLE OF CONTENTS

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Issued: December 12, 2000

Effective:

By:

Tim Sefton, VP of Customer Service
600 South Adams; Suite 210
Birmingham, Michigan 48009

TARIFF FORMAT

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets 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 Sheets: When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current Revision Number. When new 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 to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

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Birmingham, Michigan 48009

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Commission - Used throughout this tariff to mean the Florida Public Service Commission.

Customer - The person, firm, corporation or other legal entity which orders the services of the Company or purchases a Company Prepaid Calling Card and/or originates prepaid calls using such cards, and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Company or VIVO - Used throughout this tariff to mean VIVO-FLA, LLC, a Florida Limited Liability Company.

Dedicated Access - The Customer gains entry to the Company's services by a direct path from the Customer's location to the Company's point of presence.

Holiday - New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holidays shall be billed at the evening rate from 8 a.m. to 11 p.m. After 11 p.m., the lower night rate shall go into effect.

Prepaid Account - An inventory of Telecom Units purchased in advance by the Customer, and associated with one and only one Authorization Code as contained in a specific Prepaid Calling Card.

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Birmingham, Michigan 48009

Effective:

Prepaid Calling Card - A card issued by the Company, containing an Authorization Code which identifies a specific Prepaid Account of Telecom Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

Resp. Org - Responsible Organization or entity identified by an 800 service Customer that manages and administers records in the 800 database and management system.

Switched Access - The Customer gains entry to the Company's services by a transmission line that is switched through the local exchange carrier to reach the Company's point of presence.

Telecom Unit - A measurement of telecommunications service equivalent to one minute of usage between any two points within the State of Florida.

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

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

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600 South Adams; Suite 210
Birmingham, Michigan 48009

SECTION 2 - RULES AND REGULATIONS2.1 Undertaking of the Company

This tariff contains the regulations and rates applicable to intrastate interexchange telecommunications services provided by the Company for telecommunications between points within the State of Florida. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company 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.

- 2.1.1 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.

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Tim Sefton, VP of Customer Service
600 South Adams; Suite 210
Birmingham, Michigan 48009

-
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of the Company.
- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

2.2 Use and Limitations of Services

- 2.2.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.
- 2.2.2 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.
- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

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-
- 2.2.4 The Company's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 The Company does not transmit messages, but the services may be used for that purpose.
- 2.2.6 The Company's services may be denied for nonpayment of charges or for other violations of this tariff subject to Section 2.5.1 herein.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.3 Liability of the Company

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.

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-
- 2.3.4 The Company's liability, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company, except as ordered by the Commission.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express or implied, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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Birmingham, Michigan 48009

2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 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 provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 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 shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of the Company's equipment to be maintained within the range normally provided for the operation of microcomputers.
- 2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with the Company's facilities or services, that the signals emitted into the Company's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure

Issued: December 12, 2000

Effective:

By:

Tim Sefton, VP of Customer Service
600 South Adams; Suite 210
Birmingham, Michigan 48009

Section 2.4.6 Continued

personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with the telephone network, the Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service.

- 2.4.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.
- 2.4.8 The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.
- 2.4.9 If the Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.
- 2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

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600 South Adams; Suite 210
Birmingham, Michigan 48009**

2.5 Cancellation or Interruption of Services

- 2.5.1 Without incurring liability, upon five (5) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, the Company may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:
- 2.5.1.A For nonpayment of any sum due the Company for more than thirty (30) days after issuance of the bill for the amount due,
- 2.5.1.B For violation of any of the provisions of this tariff,
- 2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over the Company's services, or
- 2.5.1.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.
- 2.5.2 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

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-
- 2.5.3 Service may be discontinued by the Company without notice to the Customer, by blocking traffic to certain counties, cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.
- 2.5.4 The Customer may terminate service upon verbal or written notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage and be responsible for payment until the Customer or its agent notifies its local exchange carrier and changes its long distance carrier.

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2.6 Credit Allowance - Interruption of Service

- 2.6.1 Credit may be given for disputed calls, on a per call basis.
- 2.6.2 Credit shall not be issued for unavailability of long distance services.
- 2.6.3 The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of any monthly service charges for each hour or major fraction thereof that the interruption continues.

Credit Formula:

$$\text{Credit} = \frac{A}{720} \times B$$

"A" - outage time in hours

"B" - monthly charge for affected activity

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2.9.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, subscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, subscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.

2.10 Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated services, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

2.11 Taxes

All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein.

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2.12 Late Charge

A late fee will be charged on any past due balances as set forth in Section 4.10 of this tariff.

2.13 Returned Check Charge

A fee, as set forth in Section 4.6 of this tariff, will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

2.14 Location of Service

The Company will provide service to Customers within the State of Florida.

2.15 Sale of Telecommunications Services to Uncertified IXCs Prohibited

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

2.16 Reconnection Charge

A reconnection fee per occurrence as set forth in Section 4.12 of this tariff, will be charged when service is reestablished for Customers which have been disconnected due to non-payment. Payment of the reconnection fee and any other outstanding amounts will be due in full prior to reconnection of service

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Computation of Charges

3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute. All calls are measured in increments as set forth in the Rates Section of this tariff. All calls are rounded up to the next whole increment.

3.1.2 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. 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 the NPA-NXX V&H Coordinates Tape and Bell's NECA Tariff No. 4.

Formula:

$$\sqrt{\frac{(V1-V2)^2 + (H1-H2)^2}{10}}$$

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3.2 Continued

Any objection to billed charges should be reported promptly to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. A Customer who is unable to resolve a billing dispute with the Company may contact the Commission by telephone at 1-800-342-3552 to intervene in the billing dispute.

3.3 Level of Service

A Customer can expect end to end network availability of not less than 99% at all times for all services.

3.4 Billing Entity Conditions

When billing functions on behalf of the Company or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. The Company's name and toll-free telephone number will appear on the Customer's bill.

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3.5 Service Offerings**3.5.1 1+ Dialing**

This service permits Customers to originate calls via switched or dedicated access lines, and to terminate intrastate calls. The customer dials "1+" followed by "ten digits" or dials "101XXXX" followed by "1+ ten digits".

3.5.2 Travel Cards

The Customer utilizes an 11 digit "toll-free" access number established by the Company to access a terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, and the ten digit number of the called party.

3.5.3 800 Service (Toll-Free)

This service is inbound calling only where an 800, 888 or other toll-free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.

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3.5.4 Company Prepaid Calling Cards

This service permits use of Prepaid Calling Cards for placing long distance calls. Customers may purchase Company Prepaid Calling Cards at a variety of retail outlets or through other distribution channels. Company Prepaid Calling Cards are available at a variety of face values. Company Prepaid Calling Card service is accessed using the Company toll-free number printed on the card. The caller is prompted by an automated voice response system to enter his/her Authorization Code, and then to enter the terminating telephone number. The Company's processor tracks the call duration on a real time basis to determine the number of Telecom Units consumed. The total consumed Telecom Units and applicable taxes for each call are deducted from the remaining Telecom Unit balance on the Customer's Company Prepaid Calling Card.

All calls must be charged against Prepaid Calling Card that has a sufficient Telecom Unit balance. A Customer's call will be interrupted with an announcement when the balance is about to be depleted.

When the balance is depleted, the Customer can either call the toll-free number on the back of the Company Prepaid Calling Card and "recharge" the balance on the card using a nationally recognized credit card, or the Customer can throw the card away and purchase a new one. Calls in progress will be terminated by the Company if the balance on the Company Prepaid Calling Card is insufficient to continue the call.

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Section 3.5.4 Continued

A card will expire on the date indicated on the card, or if no date is specified, 12 months from the date of first usage, or the date of last recharge, whichever is later. The Company will not refund unused balances.

A credit allowance for Company Prepaid Calling Card Service is applicable to calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call. To receive the proper credit, the Customer must notify the Company at the designated toll-free customer service number printed on the Company Prepaid Calling Card and furnish the called number, the trouble experienced (e.g. cut-off, noisy circuit, etc.), and the approximate time that the call was placed.

When a call charged to a Company Prepaid Calling Card is interrupted due to cut-off, one-way transmission, or poor transmission conditions, the Customer will receive a credit equivalent of one Telecom Unit.

Credit allowances for calls pursuant to the Company Prepaid Card Service do not apply for interruptions not reported promptly to the Company or interruptions that are due to the failure of power, equipment or systems not provided by the Company.

Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.

The Company will block all calls beginning with the NPA "900" and NXX "976" calls, therefore such calls can not be completed.

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3.5.5 Directory Assistance.

Access to long distance directory assistance is obtained by dialing 1 + (area code) + 555-1212. When more than one number is requested in a single call, a charge will be applicable for each number requested, whether or not the number is listed or published.

3.5.6 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

3.5.7 Promotional Offerings

The Company may offer approved special promotions of new or existing services or products for limited time periods as approved by the Commission. These promotions will include specific tariffed starting and ending dates. All such promotions will be offered on a completely non-discriminatory basis. All such tariffed promotions must be approved by the Commission and must state exactly what charges are being reduced or waived, who is eligible, and what Customers have to do to be eligible.

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SECTION 4 - RATES

4.1 1+ & 101XXXX Dialing

\$0.15 per minute

A \$4.95 per month per number service charge applies.
Billed in one minute increments

4.2 Travel Cards

\$.199 per minute

A \$.25 per call service charge applies.
Billed in one minute increments

4.3 800 Service (Toll Free)

\$0.15 per minute

A \$10.00 per month per number service charge applies.
Billed in one minute increments

4.4 Prepaid Calling Cards

\$.499 Per Telecom Unit

\$1.00 per call charge

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600 South Adams; Suite 210
Birmingham, Michigan 48009

4.5 Directory Assistance

\$.95 per each number requested

4.6 Returned Check Charge

\$25.00

4.7 Rate Periods and Billing Increments

	Monday - Friday	Sat.	Sun.
8 a.m. to 5 p.m.*	Daytime Rate Period		
5 p.m. to 11 p.m.*	Evening Rate Period		Evening Rate Period
11 p.m. to 8 a.m.*	Night/Weekend Rate Period		

* To, but not including

When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded down to the lower cent.

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4.8 Rates Applicable for Hearing/Speech Impaired Persons

For intrastate toll messages which are communicated using a telecommunications device for the deaf (TDD) by properly certified business establishments or individuals equipped with TDDs for communications with hearing or speech impaired persons, the rates shall be evening rates for daytime calls and night rates for evening and night calls.

Intrastate toll calls received from the relay service, each local exchange and interexchange telecommunications company billing relay call will be discounted by 50 percent of the applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call will be discounted 60 percent off the applicable rate for voice nonrelay calls.

Florida Public Service Commission Rules and Regulations require the Company to provide the first 50 directory assistance calls initiated per billing cycle by handicapped persons free of charge.

4.9 Employee Concessions

The Company does not offer employee concessions.

4.10 Late Charge

1.5% monthly or the amount otherwise authorized by law, whichever is lower.

4.11 Payphone Dial Around Surcharge

A dial around surcharge of \$.35 per call will be added to any completed INTRAstate toll access code and subscriber 800/888 type calls placed from a public or semi-public payphone.

4.12 Reconnection Charge

\$25.00

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FINANCIAL INFORMATION

MANAGEMENT INFORMATION

Michael J. Betts

e-mail mbetts@rust.net, web www.rust.net/~mbetts

Current Venture: May 99 to date--Joined SupplySolution (www.supplysolution.com) as vice president of operations. The company is based out of Santa Barbara, CA but maintains it's sales and marketing headquarters in the Metro Detroit area. SupplySolution is an application service provider serving the automotive manufacturing market with a web based supply chain inventory management solution.

Currently serve on the board of directors of bCandid.com

My Last Venture: Aug. 96 - Jan. 99-- Founded [ISPNews, Inc.](http://ISPNews.Inc) to provide carrier-class Usenet outsourcing services to business customers from start-up Internet service providers (ISPs) to RBOCs and national backbone providers. Negotiated and completed the merger of ISPNews with HighWind software (the leading developer of Usenet server software) to form ISPNews-Highwind in the fall of 1998. While President & CEO of ISPNews-Highwind, the company grew to profitability in 24 months with 14 employees and over 3 million in revenue. Today the company is known as bCandid. See press release--[ISPnews and HighWind Merge, Intensifying competition.](#)

Past Ventures: 1991 founded SelectAire corporation with two partners. Turned a college study session idea for a multi-scented air-freshener into a product sold in major grocery and mass merchant stores in over 20 states. My partners and I raised \$1 million in angel financing, made national chain retail sales calls and set up an assembly facility in Reynosa Mexico--before NAFTA. By 1994, a fortune 500 company had emulated our product in Europe and began buying our shelf space (via slotting fees) ultimately crushing our grocery distribution and crippling the company. This venture was my on-the-job MBA; a major stress test.

1994 founded Safari On-line Services--a BBS based internet service provider and web design shop with 2000 dial-up subscribers. Sold Safarinet in January 1996.

CAPSULE HISTORY:

Served six years in the U.S. Navy nuclear submarine service (1979-85). In 1990, I earned my B.S.M.E. from GMI Engineering & Management Institute and pursued employment as an automotive design engineer. In 1991, I co-founded and raised \$1 million in angel financing for SelectAire corporation--manufacturer of a multi-scented household air freshener sold in grocery and mass merchandise accounts.

Dave Marshall

3186 Breakwater Dr. ♦ Okemos, Michigan 48864 ♦ (517) 381 - 4444 * 101 ♦ E-mail: ICTdave@aol.com

Senior Executive with domestic and international experience in business development, increasing sell in penetrations, launching new and competitive telecommunications services and winning back subscribers through creative marketing and retention programs .

- ♦ Started company and built to profitable \$15 million business with worldwide operations
- ♦ Presently engaged in the construction and ownership of a \$25 million state wide fiber network
- ♦ Primary contractor for Cable TV companies rebuilding existing networks and marketing new product offerings

Skilled strategist with proven success in international cable & telephony business development.

- ♦ Increased cable TV sell in penetrations from 7% to 30% Australia and from 17% to 52 % in Venezuelan market.
- ♦ \$12 million generated through unique marketing approach in Australia, hired and trained staff of 150.
- ♦ Provide competitive win-back marketing consultation in 8 markets for the largest cable company in America -AT&T

Visionary leader adept at identifying and capitalizing on opportunities in an ever-changing industry.

- ♦ \$4 million revenue attained with in two years for start up company marketing telecommunications and cable TV services.
- ♦ Launched cable TV, long-distance, local telephone and internet access in 7 markets world wide.
- ♦ Started 9 divisions in past 7 years: telemarketing, direct sales, survey/research , CSR evaluation, underground/aerial construction, cable, Telephony & internet installations, DBS call center, audit/theft detection, competitive marketing consultation

Results-driven professional with track record of quickly achieving strong revenue growth and solidifying market position.

- ♦ Ranked #1 nationally for technical quality control & customer satisfaction (1997) and sales volume (1996) by DBS industry leader
- ♦ Set new levels of sales productivity and hired and trained over 200 direct sales reps internationally.
- ♦ Designed sales & marketing system that produces higher than average sell in penetrations regardless of cultural differences.

Professional Experience

INTERNATIONAL CABLE & TELEPHONE- (1991 to present)

President/Owner, International Cable & Telephone, Lansing, MI (1995 to present)

- Started company and built to peak of \$15 million revenues. Managed multilingual teams worldwide (Chinese /Spanish).
- Hired CEO to manage domestic operations, then focused personal efforts on global expansion & ICT owned fiber networks
- Achieved positive cash flow in each new division launched earlier than budgeted, both in the USA and OS.
- Managed direct sales, installations, telemarketing and media placement, i.e. TV, print, radio for multiple cable companies.
- Directed payroll, billing, subscriber reports, contracts for multiple companies \$3 million revenue, 150 contractors.

COMCAST CABLE

Director of Marketing- New Haven, CT (1989-1991)

- Created marketing plan for \$30 million business (direct mail, outdoor advertising, telemarketing, broadcast/print media placement and direct sales) Restructured organization, launched pay per view, reduced cable TV theft from 20% to 3% in an urban market.

COMCAST CABLE

Marketing Manager- Willingboro, NJ (1987-1989)

- Managed \$10 million operation/\$300K annual mass marketing budget. Utilized direct mail, broadcast/print, direct sales and radio. Conducted research and focus groups, negotiated contracts, channel/tier placement and launched new cable services.

GREATER MEDIA CABLE

Sales Manager- Philadelphia, PA (1987)

- Increased sell in penetrations from 30% to 49% in six months, hired & trained 40 sales reps. Increased sales per rep 300%.

COMCAST CABLE

Sales Supervisor- Philadelphia, PA (1985-1987)

- Designed all collateral pieces, increased sales volume/rep 225% and penetration from 22% to 56%. Managed 15 sales reps

ROGERS CABLE

Direct Sales Representative- Portland, OR (1982-1985)

- Averaged 40 sales per week, set penetration record of 82%, trained new representatives, designed collateral resulting 5% gain.

Graduate of DIT Institute of Technology, 1980 ♦ Aircraft owner / Multi/Instrument pilot ♦ Physical fitness enthusiast
♦ Proficient with IBM and Macintosh computers, Lotus, Excel, Word, Microsoft Office, internet etc.

Pete Empie

Vice President of Telephony Services

International Cable and Telephone

Responsible for creation of Telephony division. Manage all aspects of telephony division, which includes marketing, operations, and engineering. Responsible for 200% growth from year 1 to year 2, projecting 600% growth from year 2 to year 3.

Prior to joining International Cable and Telephone I was Regional Engineer for TCI Network Solutions Group, one of the nation's largest Integrators of Voice, video and, data (now AT&T Network Solutions Group). While at TCI, I was responsible for design, and implementation of Wide Area Networks, new markets and business opportunities, and the management of all contractors within TCI Network Solutions Group's Midwest region.

From 1995 to 1997, I worked at Brooks Fiber Communications now merged with MCI WorldCom) where my most recent position was Second Level Technical Support on the Switching side. In that capacity, I was responsible for 44 cities through out the Nation. All software as well as hardware on the Lucent 5ESS switches.

From 1989 to 1995, I worked for MCI, holding several different technical positions in the Mid Atlantic region, as well as the Midwest.

MARK ALLEN KNOPPER

Cisco Systems, Inc.
122 S. Main, Suite 280
Ann Arbor, MI 48104
fax 734-669-8661

phone 734-669-8800 ext. 13

e-mail mknopper@cisco.com

EDUCATION

The University of Michigan, Ann Arbor, Michigan. Bachelor of Science in Computer and Communications Sciences, 1980.

EXPERIENCE

December 1999 to present **Cisco Systems, Inc.**

Manager, Engineering – Lead of routing software development project for next generation router in Cisco's Service Provider Line of Business. Moving to larger office space in Ann Arbor (Key Bank, 100 S. Main Street), and currently hiring network engineers and programmers.

March, 1996 to December 1999 **INTERNET ENGINEERING GROUP®, L.L.C. (IEng®)**

Principal - Co-founder of company providing software for Internet routing protocols, and network engineering, training and consulting services to Internet providers and other networking companies. IEng is an independent consultant providing assistance with ISP interconnection, routing protocols, routing configuration and inter-domain routing design, peering and transit agreements, and ISP coordination. IEng's customers included Adelphia, ADP, Ascend, Avici Systems, Bellcore/Telcordia, Charlotte's Web/MRV, Cisco, Copper Mountain, France Telecom, GTE/BBN, IXC Communications, Lucent, MCI, Newbridge/Northchurch/Alcatel, Microsoft, Nokia, Nortel, Iron Bridge Networks, Redback/Siara, and UUNET.

IEng was acquired by Cisco Systems for \$25M in December, 1999.

1994 to 1996 **AMERITECH ADVANCED DATA SERVICES, ANN ARBOR, MICHIGAN.**

Director of Network Information Infrastructure (January 1994 – March 1996) - Leader of team responsible for product development, management and operations for Ameritech's commercial Internet access service. Principal investigator for Ameritech on cooperative agreement with National Science Foundation on NSFNET Network Access Point (NAP) Manager for the Chicago NAP. Responsible for Chicago NAP deployment, engineering, sales and operations.

1980 to 1993 **MERIT NETWORK, ANN ARBOR, MICHIGAN.**

Manager of Internet Engineering (August 1991 - December 1993) - Leader of team responsible for all aspects of operation, development and engineering for NSFNET Backbone. Worked closely with Advanced Network & Services, IBM, MCI and NSF as partners in the project.

Manager of MichNet Engineering (1988-1991) - Leader of team responsible for all aspects of operation, development and engineering for Merit's statewide Internet backbone in Michigan.

MichNet Engineering Staff (1980-1988) - Member of team responsible for all aspects of operation, development and engineering for Merit's statewide Internet backbone in Michigan. Helped backbone network grow from three universities to over 150 educational and commercial customers. One of three primary developers of PDP-11 Merit Network Operating System running on custom routers that formed the network technology for MichNet.

SKILLS - Managerial and Technical

Co-founder of IEng, a software and consulting business, that is operated as a partnership.
Managed multiple groups of technical and administrative staff on advanced projects.
Located and recruited capable staff using many contacts in the Internet community.
Developed and consulted on business plans and technical architecture for Internet Providers.
Worked extensively with data communications and telecommunications hardware and software.
Extensive experience with TCP/IP, OSI, X.25, DECNET, and other protocols.
Advanced experience in Unix system administration.
Experience with PC, Macintosh, Unix as development platforms.
Development experience with C and unix, shell scripts.

PRESENTATIONS, PUBLICATIONS and PROFESSIONAL ACTIVITIES

Working group chair in Internet Engineering Task Force (TUBA group 1993-1994).
Participant in the Internet Engineering Task Force (IETF).
Interop, and other venues: presentation on TUBA and IP Next Generation protocols.
Chair of NSFNET Regional Techs group, 1991-1993.
NANOG presentations on the Chicago NAP, 1994-1995.
"Securing a Network Operations Center," (panel with Lou Steinberg, Sean Donelan and Eriks Rugelis), The Internet Security Conference, San Jose, April 12, 1998.
"The Evolution of NAPs, Meet Points and Peering Sites," Spring Internet World 98, Los Angeles, March 12, 1998.
"NAPs, MAEs and other Internet Interconnect Points," ONE ISPCON, San Francisco, August 10, 1996.
"NAPs, Exchange Points and Interconnection of Internet Service Providers," White Paper series, revised February 27, 1998, available by purchase from IEng.
"Backbone Technology for Large Internet Service Providers," White Paper series, February 27, 1998 draft, available by purchase from IEng.

Resume of
Tim Sefton
543 Vinewood Street
Birmingham, Michigan 48009
(248) 642-9707

Work Experience:

1997 – Present **Invivo** **Birmingham, Michigan**
President

For the past 2 years Invivo has provided CLEC formation services to business organizations entering the local exchange market. These services include regulatory activities, interconnection negotiation activities, network design, project management and implementation. To date Invivo has been and is involved in the development of over 10 CLECs spread throughout the domestic US.

1997 - 1998 **SAVVIS Communications** **Birmingham, Michigan**
Senior Account Manager

In March of 1997 opened the Michigan office for SAVVIS Communications. In the first year of operation achieved over \$100,000 / mo of recurring revenue. In Michigan, over 15% of the ISP market was penetrated within the first 12 months of operation. Knowledge of ATM, Frame Relay, IP routing along with telecommunications industry standards obtained at SAVVIS.

1995 - 1997 **TelSoft Consultants** **Walled Lake, Michigan**
Account Manager - Internet Division

Responsible for marketing and sales of Internet and computer networking products at TelSoft. Over \$4,000 mo recurring revenue developed in first 8 months of Internet divisions existence.

1989 – 1995 **Variation Systems Analysis** **St. Clair Shores, Michigan**
Account Manager - Ford Motor Company

Responsible for marketing and sales of all VSA products (software, training, and consulting) to Ford Motor Company. Highest profit generating account (\$2 Million plus revenue per year). Currently 25% ahead of 1994/1995 revenue goals. See attached sheet for detailed description of Account development achievements.

91-93 Training Manager

Responsible for development and conduction of VSA training classes. Courses addressed both internal (VSA) and external training.

89-91 VSA Project Engineer

Conducted VSA analysis for Ford Motor Company. Focus on door system variability and interior trim.

1988-1991 **Chrysler Motors** **Warren, Michigan**
Assembly Line supervisor at Dodge Truck Plant.

Supervised engine dress, chassis, and final line production sections at the plant.

88-90 Power Train Advanced Manufacturing Engineering

Involved in the development and implementation of several large scale Power Train projects including Automated Casting Line, Automated Cylinder Head Assembly Line, Engine Assembly Line.

Educational Background:

1982-1987
University of Colorado **Boulder, Colorado**
BSME - Strong emphasis on computer science and electronics.

Interests & Hobbies

Computers.- familiar with both UNIX, and PC platforms. knowledgeable in network solutions, and telecommunications methods. Home Brewing and Skiing, References available upon request.

STATEMENT OF FINANCIAL CAPABILITY

VIVO-FLA, LLC has sufficient financial capability to provide the requested service in the State of Florida and has sufficient financial capability to maintain the requested service and to meet its lease or ownership obligations. In support of VIVO-FLA, LLC's stated financial capability, a copy of a Balance Sheet as of November 28, 2000 and Current Account Balance for VIVO-TN, LLC is attached to its application. VIVO-FLA, LLC intends to fund the provision of service through internally generated cash flow, and through capital contributions from its members, venture capital, and from VIVO-TN, LLC, which has identical ownership as Applicant. VIVO-FLA, LLC also has the ability to borrow funds, if required, based upon its financial capabilities, either alone or in conjunction with VIVO-TN, LLC.