

**** FLORIDA PUBLIC SERVICE COMMISSION ****
DIVISION OF REGULATORY OVERSIGHT
CERTIFICATION SECTION

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

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 Page 12).
- ◆ 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 Regulatory Oversight
Certification Section
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6480

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:**
Domino Networks Communications, Inc. ("DNC" or "Applicant")

3. **Name under which the applicant will do business (fictitious name, etc.):**
Domino Networks Communications, Inc.

4. **Official mailing address (including street name & number, post office box, city, state, zip code):**
Domino Networks Communications, Inc.
2950 Gallows Road
Falls Church, VA 22042
Telephone: (571) 226-1434 Facsimile: (571) 226-1350

5. **Florida address (including street name & number, post office box, city, state, zip code):**
DNC does not presently have an office established in Florida.

6. Structure of organization:

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

7. If individual, provide:

Name: Not Applicable.

Title: _____

Address: _____

City/State/Zip: _____

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

Internet E-Mail Address: _____

Internet Website Address: _____

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

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

Not Applicable.

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

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

Applicant's Certificate of Incorporation and Certificate of Authority to Transact Business are attached as Exhibit 1. DNC's corporate registration number is F00000007075.

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:

DNC will not use a fictitious or d/b/a name.

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

(a) The Florida Secretary of State registration number:

Not applicable.

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

Name: Not Applicable.

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

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

(a) The Florida registration number: Not Applicable.

14. **Provide F.E.I. Number (if applicable): 54-2012433**

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

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

None of DNC's officers, directors, or any of the ten largest stockholders have previously been adjudged bankrupt, mentally incompetent, or found guilty of any felony or crime, nor are any such proceedings pending.

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

Johnson Agogbua, President and CEO of DNC, previously was an officer of BroadBand Office Communications, Inc., which is certificated in Florida to provide Alternative Local Exchange Service (Cert. No. 7344) and Interexchange Service (Cert. No. 7508). He is now a full-time officer of DNC.

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

(a) The application:

Name: Russell M. Blau and Michael J. Mendelson

Title: Counsel for the Applicant; Swidler Berlin Shereff Friedman, LLP

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

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

Telephone No.: (202) 295-8338 **Fax No.:** (202) 424-7645

Internet E-Mail Address: rmbrau@swidlaw.com; mjmendelson@swidlaw.com

Internet Website Address: www.swidlaw.com

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

Name: Woody Traylor

Title: Vice President of Regulatory Affairs

Address: 2950 Gallows Road

City/State/Zip: Falls Church, VA 22042

Telephone No.: (571) 226-1434 **Fax No.:** (571) 226-1350

Internet E-Mail Address: wtraylor@bbo.com

Internet Website Address: n/a

(c) Complaints/Inquiries from customers:

Name: Woody Traylor

Title: Vice President of Regulatory Affairs

Address: 2950 Gallows Road

City/State/Zip: Falls Church, VA 22042

Telephone No.: (571) 226-1434 **Fax No.:** (571) 226-1350

Internet E-Mail Address: wtraylor@bbo.com

Internet Website Address: n/a

17. List the states in which the applicant:

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

Not applicable. Applicant has not yet obtained authority to operate as an alternative local exchange company in any state.

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

Applicant is currently in the process of obtaining certification to provide local exchange services in Arizona, California, Colorado, Connecticut, Delaware, the District of Columbia, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Minnesota, Missouri, New Jersey, New York, North Carolina, Ohio, Oregon, Pennsylvania, South Carolina, Tennessee, Texas, and Washington. Applicant's affiliate, Domino Networks Communications of Virginia, Inc., is currently in the process of obtaining certification to provide local exchange services in the Commonwealth of Virginia.

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

Applicant is not certificated to operate as an alternative local exchange company in any state.

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

Applicant has not been denied authority to operate as an alternate local exchange company in any state.

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

Applicant has not had regulatory penalties imposed for violations of statutes in any state.

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

Applicant has not been involved in any civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity in any state.

18. Submit the following:

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

Please see Exhibit 3.

- 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.

Please see Exhibit 3.

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

Please see Exhibit 2.

2. **written explanation** that the applicant has sufficient financial capability to maintain the requested service.

Please see Exhibit 2.

3. **written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations.

Please see Exhibit 2.


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 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

Woody Traylor
Print Name


Signature

Vice President of Regulatory Affairs
and Assistant Secretary
Title

1/10/01
Date

(571) 226-1434
Telephone Number

(571) 226-1350
Fax No.

Address: 2950 Gallows Road
Falls Church, VA 22042

THIS PAGE *MUST BE* COMPLETED AND SIGNED

AFFIDAVIT

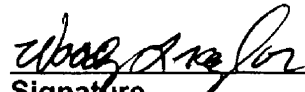
By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide alternative local exchange company service in the 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:

Woody Traylor

Print Name



Signature

Vice President of Regulatory Affairs
and Assistant Secretary

Title

1/10/01

Date

(571) 226-1434

Telephone Number

(571) 226-1350

Fax No.

Address: 2950 Gallows Road
Falls Church, VA 22042

INTRASTATE NETWORK (if available)

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

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

1) <u>To be determined</u>	2) _____
_____	_____
3) _____	4) _____
_____	_____

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

1) <u>To be determined</u>	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) <u>To be determined</u>	_____
2) _____	_____
3) _____	_____
4) _____	_____

CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT

**** NOT APPLICABLE. DOMINO NETWORKS COMMUNICATIONS, INC. IS APPLYING FOR ORIGINAL AUTHORITY.**

I, (Name) _____,

(Title) _____ of _____

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:

Print Name

Signature

Title

Date

Telephone Number

Fax No.

Address: _____

EXHIBITS

EXHIBIT 1	Articles of Incorporation and Certificate of Authority to Transact Business
EXHIBIT 2	Financial Statements (<i>Filed Under Seal</i>)
EXHIBIT 3	Managerial and Technical Qualifications
EXHIBIT 4	Price List

EXHIBIT 1

ARTICLES OF INCORPORATION AND CERTIFICATE OF AUTHORITY

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "DOMINO NETWORKS COMMUNICATIONS, INC.", FILED IN THIS OFFICE ON THE FIFTEENTH DAY OF DECEMBER, A.D. 2000, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

3316307 8100

001630490



A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

AUTHENTICATION: 0861812

DATE: 12-18-00

**AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION**

OF

DOMINO NETWORKS COMMUNICATIONS, INC.

Domino Networks Communications, Inc., a corporation organized and existing under and by virtue of the laws of the General Corporation Law of the State of Delaware, hereby certifies as follows:

1. The name of the corporation is Domino Networks Communications, Inc (the "Corporation"). The Corporation filed its original Certificate of Incorporation with the Secretary of State of the State of Delaware on November 14, 2000.
2. This Amended and Restated Certificate of Incorporation amends, restates and integrates the provisions of the Corporation's Certificate of Incorporation and (i) was duly adopted by the sole member of the Board of Directors in accordance with the provisions of Section 245 of the General Corporation Law of the State of Delaware (the "DCGL"), (ii) was declared by the Board of Directors to be advisable and in the best interests of the Corporation and was directed by the Board of Directors to be submitted to and be considered by the sole stockholder of the Corporation for approval by the affirmative vote of such stockholder in accordance with Section 242 of the DCGL and (iii) was unanimously adopted by the sole stockholder by a written action in lieu of a meeting of the sole stockholder in accordance with the provisions of Sections 228 and 242 of the DCGL and in accordance with the terms of the Corporation's Certificate of Incorporation in effect prior to the effective time hereof.

RESOLVED: That the Corporation's Certificate of Incorporation is hereby amended and restated in its entirety as follows:

FIRST The name of the Corporation is: Domino Networks Communications, Inc.

SECOND The address of its registered office in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is Corporation Service Company.

THIRD The nature of the business or purposes to be conducted or promoted by the Corporation is as follows:

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH The total number of shares of stock which the Corporation shall have authority to issue is 1,000 shares of Common Stock, \$0.01 par value per share.

The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders

of a majority of the stock of the Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law of Delaware.

FIFTH In furtherance of and not in limitation of powers conferred by statute, it is further provided:

1. Election of directors need not be by written ballot.
2. The Board of Directors is expressly authorized to adopt, amend or repeal the By-Laws of the Corporation.

SIXTH Except to the extent that the General Corporation Law of Delaware prohibits the elimination or limitation of liability of directors for breaches of fiduciary duty, no director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty as a director, notwithstanding any provision of law imposing such liability. No amendment to or repeal of this provision shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment.

SEVENTH The Corporation shall not, without the vote or written consent by the holders of at least a majority of the then outstanding shares of the Common Stock:

1. authorize or issue any other equity security, including any other security convertible into or exercisable for any equity security, having a preference over, or being on a parity with, the Common Stock, including, without limitation, with respect to dividends, redemption or voting rights or upon liquidation;
2. effect any reclassification or other change of any stock, or other recapitalization of the Corporation, or any voluntary liquidation, dissolution or winding up of the Corporation;
3. declare or pay any dividends on Common Stock;
4. amend or waive any provision of the Corporation's Certificate of Incorporation or Bylaws in a manner that adversely affects the holders of Common Stock;
5. sell, convey or otherwise dispose of or encumber (other than pursuant to a credit arrangement in the ordinary course of business) all or substantially all of its assets or business or merge into or consolidate with any other entity (other than a wholly owned subsidiary corporation) or effect any transaction or series of related transactions in which more than fifty percent (50%) of the voting power of the Corporation is disposed of; or
6. redeem, purchase or otherwise acquire (or pay into or set aside for a sinking fund for such purpose) any share of Common Stock; provided, however, that this restriction shall not apply to the repurchase of shares of Common Stock from employees, officers, directors, consultants or other persons performing services for the Corporation or any subsidiary pursuant to agreements under which the Corporation has the option to repurchase such shares at cost upon the occurrence of certain events, such as the termination of employment.

EIGHTH. The Corporation shall, to the fullest extent permitted by Section 145 of the General Corporation Law of Delaware, as amended from time to time, indemnify each person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was, or has agreed to become, a director or officer of the Corporation, or is or was serving, or has agreed to serve, at the request of the Corporation, as a director, officer or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise (including any employee benefit plan) (all such persons being referred to hereafter as an "Indemnitee"), or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by or on behalf of an Indemnitee in connection with such action, suit or proceeding and any appeal therefrom.

As a condition precedent to his right to be indemnified, the Indemnitee must notify the Corporation in writing as soon as practicable of any action, suit, proceeding or investigation involving him for which indemnity will or could be sought. With respect to any action, suit, proceeding or investigation of which the Corporation is so notified, the Corporation will be entitled to participate therein at its own expense and/or to assume the defense thereof at its own expense, with legal counsel reasonably acceptable to the Indemnitee.

In the event that the Corporation does not assume the defense of any action, suit, proceeding or investigation of which the Corporation receives notice under this Article, the Corporation shall pay in advance of the final disposition of such matter any expenses (including attorneys' fees) incurred by an Indemnitee in defending a civil or criminal action, suit, proceeding or investigation or any appeal therefrom; provided, however, that the payment of such expenses incurred by an Indemnitee in advance of the final disposition of such matter shall be made only upon receipt of an undertaking by or on behalf of the Indemnitee to repay all amounts so advanced in the event that it shall ultimately be determined that the Indemnitee is not entitled to be indemnified by the Corporation as authorized in this Article, which undertaking shall be accepted without reference to the financial ability of the Indemnitee to make such repayment; and further provided that no such advancement of expenses shall be made if it is determined that (i) the Indemnitee did not act in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation, or (ii) with respect to any criminal action or proceeding, the Indemnitee had reasonable cause to believe his conduct was unlawful.

The Corporation shall not indemnify an Indemnitee seeking indemnification in connection with a proceeding (or part thereof) initiated by such Indemnitee unless the initiation thereof was approved by the Board of Directors of the Corporation. In addition, the Corporation shall not indemnify an Indemnitee to the extent such Indemnitee is reimbursed from the proceeds of insurance, and in the event the Corporation makes any indemnification payments to an Indemnitee and such Indemnitee is subsequently reimbursed from the proceeds of insurance, such Indemnitee shall promptly refund such indemnification payments to the Corporation to the extent of such insurance reimbursement.


All determinations hereunder as to the entitlement of an Indemnitee to indemnification or advancement of expenses shall be made in each instance by (a) a majority vote of the directors of

the Corporation consisting of persons who are not at that time parties to the action, suit or proceeding in question ("disinterested directors"), whether or not a quorum, (b) a majority vote of a quorum of the outstanding shares of stock of all classes entitled to vote for directors, voting as a single class, which quorum shall consist of stockholders who are not at that time parties to the action, suit or proceeding in question, (c) independent legal counsel (who may, to the extent permitted by law, be regular legal counsel to the Corporation), or (d) a court of competent jurisdiction.

The indemnification rights provided in this Article (i) shall not be deemed exclusive of any other rights to which an Indemnitee may be entitled under any law, agreement or vote of stockholders or disinterested directors or otherwise, and (ii) shall inure to the benefit of the heirs, executors and administrators of the Indemnitees. The Corporation may, to the extent authorized from time to time by its Board of Directors, grant indemnification rights to other employees or agents of the Corporation or other persons serving the Corporation and such rights may be equivalent to, or greater or less than, those set forth in this Article.

NINTH The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute and this Certificate of Incorporation, and all rights conferred upon stockholders herein are granted subject to this reservation.

IN WITNESS WHEREOF, the Corporation has caused this Amended and Restated Certificate of Incorporation to be signed by its President this ¹⁴th day of December, 2000.


Johnson Agbua

State of Florida



Department of State

I certify from the records of this office that DOMINO NETWORKS COMMUNICATIONS, INC., is a corporation organized under the laws of Delaware, authorized to transact business in the State of Florida, qualified on December 20, 2000.

The document number of this corporation is F00000007075.

I further certify that said corporation has paid all fees due this office through December 31, 2000, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

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



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

December 21, 2000

SUSIE KNIGHT
CSC
TALLAHASSEE, FL

Qualification documents for DOMINO NETWORKS COMMUNICATIONS, INC. were filed on December 20, 2000 and assigned document number F00000007075. 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.

The certification you requested is enclosed.

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: 000A00063996

Account number: 072100000032

Amount charged: 87.50

APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANACT BUSINESS IN FLORIDA

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

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

2. Delaware (State or country under the law of which it is incorporated)
3. 54-2012433 (FEI number, if applicable)

4. November 14, 2000 (Date of incorporation)
5. Perpetual (Duration: Year corp. will cease to exist or perpetual)

6. Upon Qualification
(Date first transacted business in Florida. If corporation has not transacted business in Florida, insert "upon qualification.")
(SEE SECTIONS 607.1501, 607.1502 and 817.155, F.S.)

c/o General Counsel, 2950 Gallows Road
7. Falls Church, VA 22042
(Principal office address)
2950 Gallows Road, Falls Church, VA 22042
(Current mailing address)

8. Assembly, engineering, creation, development, construction and operation of a national and local telecommunications network. To engage in any act or activity for which corporations may be organized.
(Purpose(s) of corporation authorized in home state or country to be carried out in state of Florida)

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

Name: Corporation Service Company

Office Address: 1201 Hays Street

Tallahassee, Florida 32301
(City) (Zip code)

10. Registered agent's acceptance:

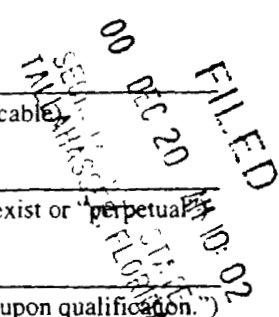
Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative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

Corporation Service Company

By: Carol K Dolor

Carol K. Dolor, Asst. VP (Registered agent's signature)

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



12. Names and business addresses of officers and/or directors:

A. DIRECTORS

Chairman: _____

Address: _____

Vice Chairman: _____

Address: _____

Director: _____

Address: _____

Director: _____

Address: _____

FILED
00 DEC 20 AM 10:02
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

B. OFFICERS

President: See attached officers/directors rider

Address: _____

Vice President: _____

Address: _____

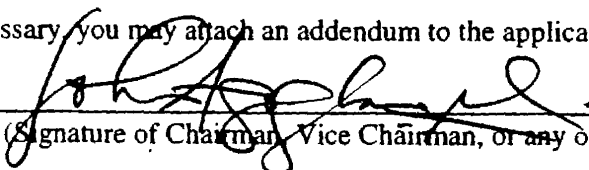
Secretary: _____

Address: _____

Treasurer: _____

Address: _____

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



12/14/00

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

Johnson Agobua, President

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

OFFICERS/DIRECTORS RIDER

AZ-Application for Authority To Transact Business in AZ

Domino Networks Communications, Inc.

List of Officers

Name: Johnson Agobua **Title:** Pres./CEO
Bus. Addr.: 2950 Gallows Road, Falls Church, VA 22042

Name: Liran Gordon **Title:** VP/Treas/Sec.
Bus. Addr.: 2950 Gallows Road, Falls Church, VA 22042

List of Directors

Name: Johnson Agobua **Term:** Nov 15, 2001
Bus. Addr.: 2950 Gallows Road, Falls Church, VA 22042

1-11-02
00 DEC 20 AM 10:02
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EXHIBIT 2

(Confidential Treatment Requested)

FINANCIAL STATEMENTS

(Filed Under Seal)

EXHIBIT 3

MANAGERIAL AND TECHNICAL QUALIFICATIONS

MANAGERIAL QUALIFICATIONS

Biographies of Key Management Personnel

Johnson Agobua - President

As President of Domino Networks Communications, Inc., Johnson Agobua will use his 11 years of management experience to make the company a leading telecommunications service provider.

Johnson Agobua also currently serves as President of Domino Networks, Inc., the parent company of Domino Networks Communications, Inc., a Kleiner, Perkins, Caufield and Byers and Broadband Office, Inc. funded company.

Prior to Domino Networks Communications, Inc., Mr. Agobua served as Vice President of Engineering for Broadband Office Communications, Inc. He also previously served as Director of Global Network Engineering and Architecture at UUNET, an MCI Worldcom Company. In that capacity, he led the engineering effort that converted UUNET's network from a sparse T1/T3 infrastructure into the largest commercial Internet backbones in the world. Under his direction, his organization made many significant innovations in Internet network architecture and the advancement of Multiprotocol Label Switching (MPLS). They were also the acknowledged industry leaders in Internet traffic engineering. He joined UUNET in 1996 with responsibility for both Network Engineering and Network/Systems Management.

Before joining UUNET in February of 1996, Mr. Agobua served as Vice President of Advanced Network Engineering and Technology in the Business Technology Organization at Salomon Inc. (now Salomon Smith Barney). At Solomon Inc., Mr. Agobua was responsible for development of the trading floor networks and campus ATM infrastructure. Prior to Salomon, Inc., he was a member of technical staff at AT&T, where he worked on a number of projects including: AT&T's Global IP network, Wideband Packet Technology requirements, Network Management infrastructure for AT&T's internal IP and Asynchronous networks.

Johnson Agobua received his B.S. in Electrical Computer Engineering from Drexel University in 1988.

Woody Traylor - Vice President of Regulatory Affairs

Woody Traylor currently serves as the Vice President of Regulatory Affairs of Domino Networks Communications, Inc. With 30 years of telecommunications experience, Mr. Traylor will manage company activities on state and federal regulatory matters.

Before he joined Domino Networks Communications, Inc., Mr. Traylor was Vice President of Regulatory Affairs of Broadband Office Communications, Inc. In that position, Mr. Traylor was responsible for CPCN acquisition, interconnection agreement adoption, and tariff development. Prior to that position, Mr. Traylor was Director of Numbering Policy and Administration at MCIWorldCom. In 1990, Mr. Traylor joined WorldCom as executive staff in the management and representation of MCI's interests in national industry standards in the areas of network

interconnection, signaling standards, and numbering issues. Since 1995, he has served as MCI's primary technical advocate and policy counsel in the areas of numbering, including Local Number Portability advocacy, NPA relief positions and number conservation matters.

Prior to joining MCIWorldCom in April of 1990, Mr. Traylor spent seven years with Bell Atlantic. Initially, Mr. Traylor performed Outside Plant Planning functions for the Virginia Beach area, where he was instrumental in the initial fiber loop feeder deployment in Virginia. From 1987 to 1990, he served on corporate staff in Technology Planning representing Bell Atlantic in national forums in areas of network interconnection and SS7 deployment issues.

From December of 1979 to July of 1983, Mr. Traylor was an independent Financial Planner responsible for designing and marketing employee benefit plans and individual plans for several closely-held Corporations and Professional Corporations.

Mr. Traylor also worked for the C&P Telephone Company of Virginia from June of 1970 to November of 1979. He served in numerous positions including Network Administration staff responsible for administrative support for Electro-Mechanical switching systems; Personnel Assessment to determine appropriateness and readiness of candidates for promotion into management for the company; and Trunk Servicing/Administration and DDD completion results for the western portion of Virginia.

Woody Traylor received BS degrees in Mathematics, Sociology and Physics from the University of Richmond in 1971. He also holds his MS in Demography and Statistics from Florida State University in 1973.

A. Martin Hakim Din - Vice President of Operations

A. Martin Hakim Din brings 10 years of telecommunications experience in operations, implementation and engineering in an Internet environment. Since 1999, Mr. Hakim Din has served as Director of Operations and Network Implementation with Broadband Office Communications, Inc. From 1994 to 1999, he served in both a technical and managerial role through the design, implementation and operation of the global internet backbone of UUNet Technologies, an MCI Worldcom Company, a leading global provider of Internet communications services.

Mr. Hakim Din has helped to create the Broadband Office Communications network which is now in operation in many states. Prior to his time with Broadband Office Communications, he built and operated the UUNET DS3 network, created and managed the UUNET internet operations escalation team, and developed new customer architectures. During his time in UUNET Network Operations, he had oversight responsibility for all new technology approval, maintenance, problem management, subject matter expertise, and vendor relations.

Mr. Hakim Din holds a B.S. in Physics from the College of William and Mary.

Charles Meyer - Director of Construction Facility Services

After thirteen years in the technology & telecommunications industries, Charles Meyers will contribute to the designing and building of the hi-tech centers and infrastructure systems to develop the Domino Networks Communications network.

Prior to joining his current position, Mr. Meyer was Director of Construction and Technology at Broadband Office Communications. Before his time with BBOC, he was Senior Manager at UUNet Technologies, an MCIWorldcom Company, for several years. He was responsible for overseeing the technology & infrastructure installations at their new world headquarters.

Mr. Meyer also spent nine years with Salomon Brothers Inc., where he served in varying capacities. His position at Salomon Brothers included telecommunications roles regarding the design, build, renovation, and relocation of branch offices in the U.S, Canada, and Mexico. Mr. Meyer served as a project manager for construction activities at Merck-Medco and Cantor Fitzgerald.

Charles Meyer received his training in the computer sciences from Seton Hall University. Mr. Meyer is a member of the Loudoun County Telecommunications Committee and sits on the Board of Directors for the Mid-Atlantic Chapter of the 7X24 Exchange Association.

William W. Barns - Director of Infrastructure Engineering

William W. Barns has over 24 years experience in the development of packet-based networks in both the private and public sectors. At Domino, he will have primary responsibility for assessment and selection of technologies to be used in the Domino network. Prior to joining Domino Networks Communications, he was Director of Infrastructure Engineering for Broadband Office Communications, Inc. Before BBOC, Mr. Barns was Director of Technology and Standards for UUNet Technologies, an MCI Worldcom Company, a leading global provider of Internet communications services. At UUNET he was responsible for network architecture standards, emerging technologies evaluations, and strategic development of network expansions to accommodate massive growth of IP-based services. He was a key architect and designer of several generations of the UUNET global backbone network.

Before joining UUNET in 1995, William Barns was with The MITRE Corporation from 1988 to 1995. He led the network design group in the Networking Technical Center, which provided consulting services to several major U.S. Government network projects, including the Defense Information Systems Network and the FAA's Aeronautical Telecommunications Network.

From 1976 to 1988, Mr. Barns held a variety of engineering and technical management positions with the U.S. Air Force, Electronic Data Systems Corporation, Tymshare/Tymnet, and McDonnell Douglas Corporation.

Mr. Barns holds a BS in Statistics and Computer Science from the George Washington University.

Kenneth R. Frank - Senior Vice President Network

As Senior Vice President Network, Kenneth R. Frank will be responsible for all facets of Domino Network Communications' network development and its deployment.

Prior to joining Domino Networks Communications, Mr. Frank served as Director of Product Development of Broadband Office Communications. Before that position, he served seven years with BellSouth Science and Technology in various technical management positions. He began at BellSouth in 1993 as technical staff in as technical staff in Advanced Network Architecture where he was responsible for developing service concepts and architecture strategies.

In January of 1997, Mr. Frank became Director of Advanced Data Networking at BellSouth. As Director, he managed ADSL and IP Telephony technology planning and implementation, provided lead architecture support for the ADSL architecture and deployment activities, and represented BellSouth in industry Splitterless ADSL Special Interest Group (SIG). Microsoft, Intel, and Compaq initiated SIG to focus on achieving mass consumer acceptance of high-speed data access utilizing ADSL technology.

Finally, Mr. Frank served as the Director of Advanced Network Architecture and Concepts at BellSouth. At BellSouth, he provided strategic planning support for data networking initiatives and managed the technical data strategy group. Mr. Frank also was responsible for the technical architecture, vendor analyses and implementation support for all advanced data services, including Voice/ATM (line and trunk) implementations, state government architectures, video conferencing, Fast Packet services (ATM and Frame Relay), IP/ATM technologies, ADSL and FTTC access systems. Mr. Frank was selected in 1997 to the BellSouth Leadership Development Program.

Before joining BellSouth, Mr. Frank worked as technical staff in 5ESS Systems Engineering at AT&T Bell Laboratories from 1989 to 1993, where he co-authored 5ESS Switch Advanced Intelligent Network R0.1 Feature Specification Document and was selected to Bell Laboratories' Leadership Continuity Program.

Kenneth Frank received his B.S. in Computer Science from the University of Southern California in 1989. Mr. Frank has also obtained two M.S. degrees: one in computer science from Stanford University in 1990, and the other in business administration from Emory University in 1998.

EXHIBIT 4

PRICE LIST

TITLE SHEET

FLORIDA TELECOMMUNICATIONS PRICE LIST

This price list contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for alternative local exchange telecommunications services provided by Domino Networks Communications, Inc., with principal offices at 2950 Gallows Road, Falls Church, VA 22042. This price list is on file with the Florida Public Service Commission, and may be inspected, during normal business hours, at the Company's principal place of business.

Issued: January 12, 2001

Issued by:

Woody Traylor
Vice President of Regulatory Affairs
2950 Gallows Road
Falls Church, VA 22042

Effective:

CHECK SHEET

The pages of this Price List are effective as of the date shown at the bottom of the respective pages. Original and revised pages as named below comprise all changes from the original Price List and are currently in effect as of the date on the bottom of this page.

<u>Page No.</u>	<u>Revision</u>	<u>Page No.</u>	<u>Revision</u>
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5	Original	38	Original
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CHECK SHEET (CONT'D)

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SYMBOLS

- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify a rate increase.
- (M) To signify material relocated from or to another part of Price List schedule with no change in text, rate, rule, or condition.
- (N) To signify new material including listing, rate, rule, or condition.
- (R) To signify a rate reduction.
- (T) To signify change in wording of text but not change in rate, rule, or condition.

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PRICE LIST FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the Commission follows in their tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.

- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).

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

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line:

An arrangement which connects the Customer's telephone to a switching center or point of presence designated by the Company.

Authorization Code:

A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's Travel Service network to identify the caller and validate the caller's authorization to use the services provided.

Authorized User:

A person, firm, corporation, or any other entity authorized by the Customer to utilize the Carrier's service under the terms and conditions of this Price List. The Customer remains responsible for payment of services.

Bps:

Bits Per Second.

Broadband Circuits:

Circuits with a capacity greater than DS-1 capacity or 1.544 Mbps.

Business Hours:

The time after 8:00 a.m. and before 5:00 p.m., Monday through Friday excluding holidays.

Business Office:

The primary location where the business operations of Company are performed and where the Company makes a copy of the Company's Price List available for public inspection. The address of the business is 2950 Gallows Road, Falls Church, VA 22042.

Capacity:

The carrying ability of a dedicated leased line measured in bits per second.

Commission:

The Florida Public Service Commission, the regulating entity within the State of Florida.

Company or Carrier:

Domino Network Communications, Inc. or "DNC", unless otherwise clearly indicated by the context.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)

Customer Premises:

A location designated by the Customer for the purposes of connecting to the Company's services.

Dedicated Access Arrangement:

An arrangement whereby the facilities used between the Customer's premises and the Domino Networks point of presence are directly linked. Such arrangements may involve interconnection facilities provided by another carrier or local access provider.

Dedicated Access Circuit:

Access facilities between the Customer's premises and the Company point of presence which are used exclusively for the transmission of the Customer's calls using the Company's services.

Delinquent or Delinquency:

An account for which payment has not been made in full on or before the last day for timely payment.

Digital Service (DS):

Hierarchy of digital signal speeds used to classify capacity of lines and trunks.

- a. DS-0: Digital Service, Level 0. Measured at 64,000 bps, it is the worldwide standard for digitizing one voice conversation using pulse code modulation (PCM).
- b. DS-1: Digital Service, Level 1. Consists of 24 DS-0 channels and has a capacity of 1.544 Mbps.
- c. DS-3: Digital Service, Level 3. Equivalent of 28 DS-1 channels and operating at 44.736 Mbps. (Also known as T-3).

Fractional DS-1:

Circuits with a bandwidth or capacity below DS-1 speeds with capacity equal to "n" times 64 Kbps, where "n" equals the whole number of DS-0 equivalent increments, and is less than 24 (*i.e.*, n=4 is 4 DS-0 increments or 256 Kbps).

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)

Exchange Area:

A geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified areas where individual telephone exchange companies hold themselves out to provide communication services.

Holiday:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. When holidays fall on Saturdays or Sundays, the holiday rate applies unless a larger discount would normally apply.

Individual Case Basis (ICB):

Customer-specific arrangements that may vary from Price List in rates, terms and conditions according to the Customer-specific requirements and service specific parameters.

Interconnection Facilities:

Circuits and/or dedicated access arrangements provided by the Customer or a third party supplier to interconnect the Customer with the Company's service. The Customer shall have sole responsibility for the ordering, installation, maintenance, and payment of such facilities.

Interruption:

The inability to complete calls due to equipment malfunctions or human errors.

Kbns:

Kilobits per second.

Latency:

The time it takes for information to get through the network, sometimes referred to as delay.

Local Access Circuit:

A dedicated circuit provided by a Local Exchange Carrier connecting the customer's presence with a Point of Presence (POP).

Local Access Transport Areas ("LATA"):

A geographical area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)

Local Exchange Company/ Local Exchange:

The Local Exchange Company is a Company providing telecommunications services within a LATA, or Local Exchange.

Local Exchange Service:

Local Exchange Service is an exchange service that permits calling to stations in the customer's local service area.

Local Service Area:

The local service area is the entire area composed of an exchange or exchanges within which are located the stations which a customer may call at the rates and charges specified in the Local Exchange Services Price List.

Mbps:

Megabits per second.

Nonbusiness Hours:

The time period after 5:00 p.m. and before 8:00 a.m., Monday through Friday, all day Saturday, Sunday, and on holidays.

Non-Recurring Charges:

Charges to the Customer for services, and equipment, assessed by the Company once usually at the origination or termination of services, and equipment.

On-Net Circuit:

A Dedicated Leased Line Inter-Office Channel (IOC) that is provisioned: (i) entirely between two COMPANY POPs; and (ii) utilizes only Domino Networks owned fiber optic lines.

Optical Carrier - Level N (OC-N):

The optical interface designed to work with the STS-n signaling rate in a Synchronous Optical Network (SONET). OC-1 is a 51.840 Mbps signal. All higher levels are direct multiples of OC-1.

Point of Presence (PAP):

Domino Networks' physical presence in a local calling area or LATA which is used for the purpose of transmitting telephone calls or dedicated interconnection with a LEC.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)

Port or Port Connection:

The point of entry into a public frame relay or ATM network service. Each port is fixed at a presubscribed speed.

Premises:

The physical space designated by the Customer for the termination of the Company's service.

Recurring Charges:

Monthly charges to the Customer for services, and equipment, which continue for the agreed-upon duration of the service.

Service: Any means of service offered herein or any combination of such services.

Subscriber:

See Customer.

Switch:

An electronic device used to provide circuit routing and control.

Telecommunications:

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

Timely Payment:

A payment on a Customer's account made on or before the due date.

V & H Coordinates:

Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purpose of rating calls.

Virtual Circuit (VC):

A communications link - voice or data - that appears to the user to be a point-to-point circuit. VCs are two-way, software-defined data paths between two ports that act as replacements for private or dedicated leased lines in the customer's network. A virtual circuit is referred to as logical, rather than a physical path, for a call.

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SECTION 2 - RULES AND REGULATIONS

2.1. Application of Price List

This Price List applies to local exchange voice and data telecommunications services furnished by Domino Networks Communications, Inc. (Company) between various locations within the State of Florida in accordance with the conditions set forth herein. Service under this Price List is only available to Customers located in buildings where Company owns or leases facilities.

2.2. Undertaking of Company

The Company undertakes to provide telecommunications services to business Customers within the State of Florida on the terms and conditions and the rates and charges specified herein.

The Company arranges for installation, operation and maintenance of the communications services provided in this Price List for Customers in accordance with the terms and conditions set forth under this Price List. 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 the Company's network.

2.3. Application for Services

2.3.1. Applicants wishing to obtain service may initiate service verbally with the Company or pursuant to a completed and signed written service order. On Company's receipt of the signed order form, under normal circumstances, Company will accept or reject the order within ten business days.

2.3.2. Should the applicant make a service request verbally, and should the Company accept the applicant's order, the Company will provide the applicant, within ten days of the service order, a confirmation letter setting forth the services ordered and itemizing all charges which will appear on the Customer's bill.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3. Application for Services (Cont'd)

2.3.3. In addition, the Company will provide all new Customers in writing a statement of all material terms and conditions affecting what the Customer will pay for services provided by Company. The Company will provide the Customer with service, under normal circumstances, within fourteen business days of initial request.

2.4. Individual Case Basis (ICB) Arrangements:

Company may form contracts in special circumstances for Individual Case Basis ("ICB" service offerings. See also Rate Schedule and Section 2.11. ICB service offerings are arrangements with a specific Customer where Customer-specific requirements and the service-specific parameters may vary from the Price List. For ICB service offerings, Company will offer ICB rates, terms and conditions to the Customer in writing. The Company will make any specific contract available to similarly situated Customers in substantially similar circumstances that place an order within 30 days of the effective date of the original contract.

2.5. Establishment and Reestablishment of Credit

Company reserves the right to examine the credit record and check the references of all applicants and Customers.

2.6. Advanced Payments, Deposits and Guarantors

2.6.1. Advanced Payments: At the time an application for service is made, the Company may require an applicant to pay an amount equal to one month's service charges and/or any applicable nonrecurring charges and/or equipment charges. The Company credits the amount of the first month's service to the Customer's account on the first bill rendered.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.6 Advanced Payments. Deposits and Guarantors (Cont'd)****2.6.2. Deposits:**

- 2.6.2.1. Requirement: Company may, at its sole discretion and to safeguard its interests, require an applicant or an existing Customer to post a deposit as a guarantee for the payment of charges as a condition to receiving service or additional service(s). Company reserves the right to review an applicant's or a Customer's credit history at any time to determine if the Company will require a deposit.
- 2.6.2.2. Nondiscrimination: The Company will not require deposits based on race, sex, creed, national origin, marital status, age, number or dependents, condition of physical handicap, source of income, or geographical area of business.
- 2.6.2.3. Amount: The Company may base the amount of the deposit on an estimate of one month's service as determined by the Customer, or the Company's network average usage considering the type and nature of the Customers' service. Such deposit will not exceed an amount for two month's service. Deposits held for longer than six months will accrue interest annually in accordance with Commission rules. Upon receiving a deposit and if requested, the Company shall furnish to the Customer, a receipt showing: the date thereof; the name of the Customer and the current billing address; the service to be furnished or presently furnished; and the amount of the deposit and the rate of interest to be paid thereon. The fact that a deposit has been made neither relieves the Customer from complying with Company's regulations on the prompt payment of bills on presentation nor constitutes a waiver or modification of the regulations of Company providing for the discontinuance of service for non-payment of any sums due Company for services rendered.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.6 Advanced Payments, Deposits and Guarantors (Cont'd)****2.6.2. Deposits: (Cont'd)**

- 2.6.2.4. Refund Upon Discontinuance: Upon discontinuance or termination of the service, Company will credit the deposit to the charges stated on the final bill. The Company will return the balance, if any, to the Customer within 30 days after discontinuance or termination of, service, and will include any interest on the deposit according to the terms and at the rate as set forth herein.
- 2.6.2.5. Refund After Satisfactory Payment: Within 30 days after prompt and timely payment of all charges for twelve monthly consecutive billing periods, within 30 days, Company will automatically refund the deposit to the Customer. The refund will include any accumulated interest according to the terms set forth herein. Payment of a charge is prompt and timely if received prior to the date that the charge becomes delinquent provided that the payment is not returned for insufficient funds or closed account.
- 2.6.2.6. Deposit Receipt: Each deposit receipt will contain the following provisions: "DNC" shall refund this deposit, less the amount of any unpaid bills for service furnished by "DNC", together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first. However, deposits may not receive interest if the Customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period."

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.7. Method of Service of Notices**

2.7.1. Notice by Company: Unless otherwise provided, any notice by Company to the Customer or to the Customer's authorized representative may be given either verbally (as provided below) to the Customer or to the Customer's authorized representative, or by written notice mailed to the Customer's or the Customer's authorized representative's last known address. Company may provide verbal notice to a Customer or to a Customer's authorized representative only in emergencies, where a delay may result in impaired service or a hazard to a Customer.

2.7.2. Notice by Customer: Unless otherwise provided, any notice by the Customer or its authorized representative may be given verbally to Company at Company's business office, by telephone to Company's business office, or by written notice mailed to Company's business office. Cancellation of service by the Customer may be given verbally, by telephone or by written notice to Company.

2.8. Rendering and Payment of Bills

2.8.1. Charges for installations, service connections, moves, rearrangements, and prepaid services, where applicable, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in the Price List.

2.8.2. The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company.

2.8.3. Customer bills are issued monthly. The Customer will receive its bill on or about the same day of each month. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Customer. The Company bills monthly recurring charges in advance and usage charges in arrears. Each bill will state the last date for timely payment. Company will prorate monthly recurring charges based on a 30 day month.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.8. Rendering and Payment of Bills (Cont'd)**

- 2.8.4. Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of Company or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, or cashier's check.
- 2.8.5. Customer payments are considered prompt and timely when received by Company or its agent by the due date on the bill. The due date is 21 days after the Company renders the bill and designates by the due date stated on the Customer's bill. The Customer shall have at least 21 days from the rendition of a bill to timely pay the charges stated. Company will credit payments within 24 hours of receipt. Subject to 2.8.4., the Company considers Customer payments delinquent, if received after the due date.
- 2.8.6. If the Customer's service has been discontinued within the 12 months prior to any billing date, or if the Customer incurs usage charges during a billing period which are equal to at least 200% of the amount of the Customer deposit or guarantee, the Company may, by a telephone call to the Customer followed by written notification sent by first class mail, demand full payment within five (5) days of such notification. If the full payment is not made within five days from the date of written notification, or a mutually established late payment arrangement date agreed to by both Company and Customer, the Company will deem the payment delinquent.
- 2.8.7. Bills that remain unpaid beyond the due date on the bill per 2.8.2. or 2.8.3., or beyond the payment due date per 2.8.4., will incur a late payment charge of 1.5%, or the maximum permitted by law, whichever is higher, of the outstanding unpaid balance for each month or part of a month that the bill remains unpaid after the specified due date.
- 2.8.8. When payment for service is made by check, draft, or similar negotiable instrument, the Company may assess a charge for each such item returned unpaid by a bank to a Company for any reason. This charge is in addition to the late payment charge which may also be applicable.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8. Rendering and Payment of Bills (Cont'd)

2.8.9. Company is not responsible for charges incurred by the Customer in gaining access to the Company's network through the facilities of another carrier.

2.9. Disputed Bills

2.9.1. Customer may bring any dispute of a charge to Company's attention by verbal or written notification. If Customer notifies Company of a disputed charge verbally, Customer must confirm that dispute in writing within thirty (30) days.

2.9.2. In case of a billing dispute between the Customer and the Company which the Customer and the Company cannot settle to their mutual satisfaction, Customer must pay the undisputed portion and all subsequent undisputed bills on a timely basis or the Company may disconnect the Customer's service.

2.9.3. The Customer may request an in-depth investigation into the disputed amount and a review by a Company manager.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.10. Discontinuance and Restoration of Service

2.10.1. Discontinuance by Customer

- 2.10.1.1. A Customer may discontinue services) upon verbal or written notice to Company on or before the date of disconnection. The Customer remains responsible for payment of all bills for services furnished.
- 2.10.1.2. If a Customer cancels his order for service before the service begins, the Company may levy a \$25.00 charge upon the Customer for the nonrecoverable portions of expenditures or liabilities incurred by Company expressly on behalf of the Customer.
- 2.10.1.3. No minimum or termination charge will apply if service is terminated because of condemnation, destruction, or damage to the service location of the Customer by fire or other causes beyond the control of the Customer.
- 2.10.1.4. Upon termination, the Company may hold pre-subscribed Customer responsible for charges thereafter if the Customer has not selected an alternative local exchange carrier and service has not been transferred to the alternative carrier and such a Customer is continuing to receive service from Company.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.10. Discontinuance and Restoration of Service

2.10.2. Discontinuance by Company

2.10.2.1. Company will discontinue or refuse services as follows:

- (a) Company may discontinue services under the following circumstances:
 - (i) Nonpayment more than 30 days beyond the date of the invoice for service of any sum due to Company for such service. In the event Company terminates service for nonpayment, the Customer may be liable for all reasonable costs of collection including reasonable court costs, expenses, and fees as determined by the Commission or by the court.
 - (ii) A violation of, or failure to comply with, any state, federal or local regulation governing the furnishing of service.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.10. Discontinuance and Restoration of Service (Cont'd)

2.10.2. Discontinuance by Company (Cont'd)

2.10.2.1. Company will discontinue or refuse services as follows:

- (iii) An order from a court or from another government authority having jurisdiction which prohibits Company from furnishing service.
 - (iv) Customer's failure to post a required deposit or guarantee.
 - (v) In the event that the Customer supplied false or inaccurate information of a material nature in order to obtain service.
- (b) The Company may refuse or disconnect service in the event of illegal use or of intent to defraud the Company. Company may disconnect service for this reason after sending written notice via certified mail to the Customer's last known address.

2.10.3. Notice for Disconnection under Section 2.10.2.1

- 2.10.3.1. Company will send to Customer, not less than 20 days prior to disconnection, a written notice of the pending disconnection, followed by a second written notice 5 days prior to discontinuance of service. Company shall have given notice upon depositing such notice in the mail to the Customer's last known address, first class postage prepaid.
- 2.10.3.2. Company may discontinue service during business hours on or after the date specified in the notice of discontinuance. The Company will not disconnect service on a day when the offices of Company are not available to facilitate reconnection of service or on a day immediately preceding such a day.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.10. Discontinuance and Restoration of Service (Cont'd)

2.10.4. Restoration of Service

Customer may have service restored by paying in full by cash, personal check, money order, or cashiers check. Company may refuse to accept a personal check if a Customer's check for payment of service has been dishonored, excepting bank error, within the previous twelve months. There is a charge for restoration of service after disconnection; however, if the Company removed the equipment necessary for Customer's service(s), a complete activation fee may apply.

2.11. Term Agreements

The Company offers Term Agreements wherein the Customer agrees to retain specified volumes of Company services for a mutually agreed upon length of time. A Termination Liability charge applies to early termination of a Term Agreement.

2.12. Information to be Provided to the Public

2.12.1. Company will make available a copy of this Price List schedule for public inspection in Company's business office during regular business hours.

2.12.2. Company will provide a copy of this Price List upon request to Company's business office for a nominal cost to cover postage and copying fees.

2.12.3. Company will provide rate information and information regarding the terms and conditions of service contained in this Price List schedule, upon request to a current or potential Customer. Company will provide notice of major rate increases in writing to Customers in accordance with Commission rules. Company will also advise the Customer of changes to the terms and conditions of service no later than the Company's subsequent billing cycle.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.12. Information to be Provided to the Public (Cont'd)

2.12.4. Company will notify Customers in writing of any change in ownership or identity of the Company on the Customer's bill in the month subsequent to the change.

2.13. Continuity of Service

If Company foresees an interruption of service for a period exceeding 24 hours, Company will notify Customers in writing at least one week in advance of such interruption, or, where this is not feasible in such other manner and at such time as is reasonably practicable.

2.14. Limitations of Liability

2.14.1. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Price List. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this Price List.

2.14.2. The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this Price List or in violation of the law.

2.14.3. 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 connection.

2.14.4. The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an effect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgement.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.14. Limitations of Liability (Cont'd)**

- 2.14.5. The Company reserves the right to deny Service to any person or entity: (A) who, in the Company's judgment, presents an undue risk of nonpayment, refuses to comply with the deposit requirements set forth in this Price List; or does not pass a credit check; or (B) if the Company believes that the person's or entity's use of the Service would violate the provisions of this Price List or any applicable law or regulation, or if any applicable law or regulation restricts or prohibits provision of the Service to that person or entity; or (C) if the Company determines in its sole discretion that facilities are not available to provide the Service; or (D) if the Company determines in its sole discretion that any order for Service, letter of authorization and/or third party verification not in conformance with any applicable law or regulation; or (E) the Service requested has been discontinued; or (F) if an order for the Service may be denied under the terms of any carrier, switched or independent sales representative agreement.
- 2.14.6. The Company reserves the right to refuse to provide service to or from any location where it has not ordered access facilities, installed network interconnections, or the necessary facilities and/or equipment are not available, acceptable, or justifiable. The Company also reserves the right to make changes to equipment, service components, and/or network configurations as may be required.
- 2.14.7. The provision of service will not create a partnership or joint venture between the Company and the Customer nor result in joint service offerings to their respective authorized users.
- 2.14.8. Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services, functions, and products the Company furnishes are subject to the terms, conditions, and limitations specified in this Price List and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services, functions, and products furnished under this Price List. These limitations shall not limit any right the Company may have to be indemnified, defended, or held harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or- civil judgments or settlements, expenses (including attorney's fees), and consequential damages of such third persons.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.14. Limitations of Liability (Cont'd)**

- 2.14.9. All service provided under this Price List is directly or indirectly controlled by the Company and neither the Customer nor its Authorized Users may transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this Price List shall apply to all such permitted transferees or assignees.
- 2.14.10. The liability of the Company for damages arising directly or indirectly out of the furnishing of these services, functions, or products, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, functions, or products or arising out of the Company's failure to furnish the service, function, or product, whether caused by acts of Commission or omission, shall be limited to the extension of allowances for interruption. The Customer or Authorized User has the sole remedy of the extension of such allowances for interruption and the sole liability of the Company. The Customer shall not hold the Company liable for any indirect, special, consequential, exemplary or punitive damages a Customer may suffer, including lost business, revenues, profits, or other economic loss, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents, whether or not foreseeable, and regardless of notification by any party of the possibility of such damages.
- 2.14.11. The Customer shall not hold the Company liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any commission, agency department, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.14. Limitations of Liability (Cont'd)

- 2.14.12. The Customer shall not hold the Company liable for any act or omission by any entity furnishing to the Company or to the Company's Customers services or equipment used for or with the services the Company offers.
- 2.14.13. The Customer shall not hold the Company liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided services or equipment.
- 2.14.14. The Customer shall not hold the Company liable for the claims of vendors supplying equipment to the Customer, which vendor may installed at premises of the Company, nor shall the Customer shall not hold the Company liable for, the performance of said vendor or vendor's equipment.
- 2.14.15. The Company does not guarantee or make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or, 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 any installation so provided.
- 2.14.16. The Company is not liable for any defacement of or damage to the premises of a Customer or end-user (or Authorized User) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.
- 2.14.17. The Customer shall not hold the Company liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, without limitation, delays in obtaining necessary regulatory approvals for construction; delays in obtaining right-of-way approvals and delays in actual construction work.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.14. Limitations of Liability (Cont'd)

- 2.14.18. The Customer shall not hold the Company liable for any damages whatsoever to persons or property resulting from the installation, maintenance, repair or removal of equipment and associated wiring, unless the Company's willful misconduct or gross negligence causes the damage.
- 2.14.19. The Customer shall not hold the Company liable for any damages whatsoever associated with service, facilities, products, or equipment which the Company does not furnish or for any act or omission of the Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with service.
- 2.14.20. The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person affected by the dialing of the digits "9-1-1".
- 2.14.21. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.14. Limitations of Liability (Cont'd)

2.14.22. The Customer and any Authorized Users, jointly and severally, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including reasonable attorney's fees and court costs), or liability for patent or trademark infringement or other infringement of intellectual property rights arising from (1) combining (or using in connection) Company-provided services and equipment with any facilities, services, functions, or products provided by the Customer, by an Authorized User or by any other entity other than the Company, or (2) use of services, functions, or products the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control; and from all other claims, loss, damage, expense (including reasonable attorneys fees and court costs); or liability arising out of any Commission or omission by the Customer or Authorized User in connection with the service, function, or product. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer and/or Authorized User shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such infringement, damages, or other claims, at the sole and entire expense of the Customer and/or Authorized User.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.14. Limitations of Liability (Cont'd)

2.14.23. The Company makes no representation or warranty, whether express, implied, statutory, or otherwise, with respect to the Company's ability to accurately process and/or exchange date information before, during, and after December 31, 1999 due to the Year 2000 Problem (as defined herein), all of which representations, or warranties, including, without limitation, the warranties of merchantability and fitness for a particular purpose, are hereby excluded and disclaimed by the Company to the maximum extent permitted by law. Due to the interdependence among telecommunications companies and the interrelationship with non-Company processes, equipment, and systems, the Company is not responsible for any. Year 2000 Problem caused by circumstances beyond its reasonable control including, without limitation, problems caused by any local exchange carrier, customer premises equipment, and/or Customer. In addition, the Company does not ensure compatibility between the Company service and non-Company services used by the Customer.

2.14.24. Any remedy for a delay in installing, testing, providing, and/or billing any new Company service(s), circuit(s) and/or number(s), and/or changing and/or supplementing an existing the Company's service(s), circuit(s), and/or number(s), or for any delay, outage, impairment, malfunction, and/or interruption of any the Company service arising from a Year 2000 Problem or related problem shall be no different than the remedy, if any, available to the Customer for a delay, outage, impairment, and/or interruption of service resulting from any other cause and is limited to the scope of remedies, if applicable, provided under this Price List, as may be amended from time to time by the Company in its sole discretion.

If there is no specific remedy set forth in this Price List that addresses the mistake, omission, interruption, delay, error, or defect in transmission of the Company service occurring in the course of furnishing the company service to the Customer and not caused by the Customer or any third party, the Customer's only remedy shall be the lesser of: (i) a credit for the proportionate charges the Customer would incur for the period of service during which such mistake, omission, interruption, delay, error, malfunction, or defect in transmission occurred; or (ii) one thousand dollars (\$1,000.00).

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.15. Credit Allowances for Interruptions**

Interruption shall not include, and the Company will give no allowance for, service difficulties, such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Company. Any Interruption allowance provided within this Price List by Company shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Company, pursuant to the terms of this Price List, terminates service because of non-payment of bills, unlawful or improper use of the Company's facilities or service, or any other reason covered by this Price List or by applicable law.

For the purpose of determining the amount of any allowance, each month is considered to have 30 days and only those stations on the interrupted portions of a service shall be considered in determining the number of stations affected.

2.16. Use of Service for Unlawful Proposes

The Company furnishes the Price Listed services subject to the condition that the Customer will not use the services for any unlawful purposes. Company shall not furnish service if any law enforcement agency, acting within its jurisdiction, advises that the Customer is using such services in violation of the law. If Company receives additional evidence giving reasonable cause to believe that the Customer is using such services in violation of the law, Company may discontinue or deny the services or refer the matter to the appropriate law enforcement agency.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.17. Unauthorized Use

Any individual who uses or receives Company service, other than under the provisions of an accepted application for service and a current Customer relationship, may be liable for the cost of the services received and may be liable in addition for reasonable court costs and attorneys fees as determined by the Commission or by the court.

2.18. Abuse and Fraudulent Use of Service

2.18.1. Service shall not be used for any purpose in violation of law.

2.18.2. Service shall not be used in such a manner as to interfere unreasonably with the use of the service by one or more other Customers, or interfere with the Company's reasonable ability to provide the service to others.

2.19. "900" and "976" Blocking

Company reserves the right to block the Customer's access to "900" and "976" pay-per-call telephone information services, unless expressly requested not to by the Customer in writing. Company will not impose a charge for blocking.

2.20. Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this Price List or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES

3.1. LOCAL EXCHANGE SERVICES

The regulations and rates contained herein are applicable to local exchange telephone services furnished within the State of Florida.

3.1.1. Local Service Area

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by BellSouth.

3.1.2. Local Exchange Service

Local Exchange Service is an exchange service that permits calling to stations in the customer's local service area.

3.1.3. Message Rate Service

Message rate service is a classification of Local Exchange Service in connection with which local exchange message use is measured in terms of message units for the purpose of charging for the service.

	<u>Monthly</u>	<u>Non-Recurring</u>
Message Line, per line	\$39.10	\$58.25

3.1.4. Local Message Service

A local message is a communication between a calling station and any other calling station within the local service area of the calling station. For charging purposes a local message may be equated to one or more message units depending on the length of conversation.

Each message unit over 75 message monthly allowance	0.12
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 SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (CONT'D)
3.1. LOCAL EXCHANGE SERVICES (Cont'd)3.1.5. Local Flat Rate Service

Flat rate service is a classification of Local Exchange Service in which there are no usage charges for local calling.

	<u>Monthly</u>	<u>Non-Recurring</u>
Flat Line, per line	\$75.00	\$50.00

3.1.6. PBX Service

Private Branch Exchange (PBX) Trunk rates apply for local exchange lines connecting in PBX common equipment and in multifunction systems where the lines are used as pooled facilities, dial or button access and used in connection with direct group calling features.

	<u>Monthly</u>	<u>Non-Recurring</u>
Message PBX Trunk, per trunk	\$50.24	\$58.25
Flat PBX Trunk, per trunk	\$75.00	\$50.00

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (CONT'D)**3.1. LOCAL EXCHANGE SERVICES (Cont'd)****3.1.7. DS1 Service**

DS 1 service is a Flat rated service and therefore no local usage charges apply.

	<u>Monthly</u>	<u>Non-Recurring</u>
DS1 (DOD)	\$700.00	\$1,245.00
DS1 (DID)	\$1,000.00	\$1,245.00

3.1.8. Direct Inward Dial (DID) Service

DID service is an optional feature which can be purchased in conjunction with company provided Analog trunks or DS1s. DID service transmits the dialed digits for all incoming calls allowing the customer's Private Branch Exchange (PBX) to route incoming calls directly to individual stations that correspond to an individual number. Charges for DID capability and DID number blocks apply in addition to charges specified for Analog trunks or DS1s.

	<u>Monthly</u>	<u>Non-Recurring</u>
1st Block of 20 DID numbers	\$20.00	\$915.00
Additional Block of 20 Numbers	\$ 4.00	\$ 15.00
DID Central Office Trunk Connection, Per trunk	\$40.00	\$ 90.00

3.1.9. ISDN PRI Service

Integrated Services Digital Network (ISDN) describes the end-to-end digital telecommunications network architecture which provides for the simultaneous access, transmission and switching of voice, data and image services. These functions are provided via channelized transport facilities over a limited number of standard user-network interfaces. The PRI customer premises equipment (CPE) located at the customer premises must be compatible with the network interface.

The PRI arrangement consists of 23 "B" channels and one "D" channel or 24 "B" channels, which are defined as follows:

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (CONT'D)

3.1. LOCAL EXCHANGE SERVICES (Cont'd)

3.1.9. ISDN PRI Service (Cont'd)

3.1.9.1. B Channel

The B channel is a 64 kilobit per second (kbps) channel used for information transfer between users. The B channel may be used in conjunction with circuit-switched service.

3.1.9.2. D Channel

The D channel is a 64 kilobit per second (kbps) channel that carries signaling and control for the B channels.

3.1.9.3. PRI Trunk Group

A PRI Trunk Group is a group of channels which are designated as one of the following:

- Incoming Exchange Trunk Group
- Outgoing Exchange Trunk Group
- Two-Way Exchange Trunk Group
- Call-by-Call Service Trunk Group

Only one Call-by-Call trunk group may be provisioned per a PRI arrangement. Where available, up to two trunk groups of each of the other trunk group types above may be provisioned on a PRI arrangement. The total number of trunk groups per PRI arrangement is limited to four.

Where available, one D channel can control numerous PRI interface arrangements, depending on facility capabilities. In such cases, a single D channel in one PRI Interface Arrangement handles all the signaling and control requirements of multiple PRI interface arrangements in a specific grouping allowing supplemental PRI interface arrangements to consist of 24 B channels.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (CONT'D)

3.1. LOCAL EXCHANGE SERVICES (Cont'd)

3.1.9. ISDN PRI Service (Cont'd)

3.1.9.3. PRI Trunk Group (Cont'd)

A 23B + Back-up D Interface Arrangement is required when two or more 24B PRI interface arrangements are ordered. B channels can be designated for specific services, such as Incoming Exchange Trunks, Outgoing Exchange Trunks and Two-Way Exchange Trunks, or optionally configure channels to access Incoming and Outgoing Exchange Trunks on a per call basis. Two-Way Exchange Trunks may not be accessed on a Call-by-Call basis.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (CONT'D)**3.3.1. LOCAL EXCHANGE SERVICES (Cont'd)****3.1.9. ISDN PRI Service (Cont'd)****3.1.9.4 Rates**

	<u>Monthly</u>	<u>Non-Recurring</u>
Primary Rate Access 23 B + D; 24B; 23B + Backup D	\$695.00	\$1,215.00
<u>Optional Features:</u>		
Caller ID	\$100.00	\$100.00

3.1.10. IntraLATA Calling Service

A call that is placed within one LATA (Local Access Transport Area) and received in the same LATA within the State of Florida.

3.1.9.1. Rates

IntraLATA call, per minute	\$0.1710
----------------------------	----------

3.1.11. Foreign Exchange Service

Foreign Exchange Office provides local telephone service from one exchange which is outside (foreign) the subscriber's exchange area.

Foreign CO
Per 1/4 mile
Originating Terminal Channel
Terminating Terminal Channel

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (CONT'D)3.1. LOCAL EXCHANGE SERVICES (Cont'd)3.1.11. Foreign Exchange Service3.1.11.1. Rates

Foreign Zone Per mile, per line or trunk	<u>Monthly</u> \$25.00
Foreign Exchange Per mile, per line or trunk	\$25.00
Channel Terminal, per line or trunk Service Greater than 4 miles	
Originating Terminal	\$50.00
Terminating Terminal	\$40.00
Service Less than 4 miles	
Originating Terminal	\$40.00
Terminating Terminal	\$40.00
Contiguous Exchanges (per 1/2 mile), Per line or Trunk	\$10.00

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (CONT'D)

3.1. LOCAL EXCHANGE SERVICES (Cont'd)

3.1.12. Service Features

3.1.12.1. Line Features

Account Codes - Account codes may be Voluntary or Authorized.

This feature allows the customer to track telephone usage to a project, department or division. The codes will be variable length, with a total maximum length of 14 digits.

Call Block - This feature allows the customer to avoid unwanted calls by rejecting calls from a list of 6 numbers specified by the customer.

Call Forward Busy - This feature allows an incoming to be routed to another number if the terminating number is busy. The call may be forwarded to any 10-digit number.

Call Forward Don't Answer - Delayed Answer Forwarding - This feature allows an incoming call to be forwarded to another number after a designated number of rings. The call may be forwarded to any 10-digit number.

Call Forward Variable - This feature allows the customer to forward incoming calls to any 10 digit number, defined by time of day, day or week or date. If a long-distance or an international number is elected, appropriate charges will apply.

Call Hold - This feature allows callers to be put on hold.

Call Park - This feature allows the customer to put a customer on hold and pickup another call.

Call Repeat - This feature allows the originating caller to reach the terminating station once it becomes idle. Both the originating and termination are rung.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (CONT'D)**3.1. LOCAL EXCHANGE SERVICES (Cont'd)****3.1.12. Service Features (Cont'd)****3.1.12.1. Line Features (Cont'd)**

Call Return - This feature allows the customer to dial the last caller even if the customer did not answer the telephone.

Call Trace - This feature allows the customer to trace the last call received and hold the results for later use by an authorized law enforcement agency. *Note:* There are two types of call tracing.

Call Transfer - This feature allows the customer to transfer a call from their phone handset to another person's phone handset.

Call Waiting - This feature allows a customer engaged in a call to be reached by another caller. A short tone informs the customer that another call is waiting to be accepted. The tone is only heard by the called party. The caller hears the regular audible ring. The customer will be able to place the first party on hold and answer the second call by momentarily depressing the switch hook (flashing). By subsequent flashes, the customer can alternate between the two calls. This feature may be disabled when the user dials *70 for making modem calls.

Caller Name Delivery - This feature allows the customer to see the name of the calling party as listed in the phone book.

Caller Number Delivery - This feature allows the customer to see the originating number of an incoming call

Direct inward and outward dialing - This is a standard feature of the system. This feature allows the user to make any 3, 7 or 10 digit call and international call, or receive calls from other system users.

Do-Not-Disturb (DND) - This feature sets the station as unavailable and all calls are automatically transferred to voice mail.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (CONT'D)

3.1. LOCAL EXCHANGE SERVICES (Cont'd)

3.1.12. Service Features (Cont'd)

3.1.12.1. Line Features (Cont'd)

Hunting - This feature will allow a call coming in on one number to "roll-over" to progressively to another number.

Message Waiting Indicator - This feature alerts the user that a message is waiting through an LED or audible indicator.

Music on Hold - This feature allows the customer to select from a variety of music or announcement formats that a caller will hear when on hold.

Outbound Line Restriction - This feature allows the customer to restrict the user calling privileges based NPA, NPA-NXX or international based either on the station number or user ID code.

Permanent call tracing permits tracing of all calls - On-demand call tracing permits tracing, upon request, of a specific call, provided that the called party dials a designated code immediately after the call to be traced is disconnected, *i.e.*, before another call is received or placed.

Touch Tone - Dual Tone Multi-frequency. When a number button is pushed on a phone it makes a tone, which is used for signaling.

Speed Dial - This feature will allow a customer to use abbreviated codes to dial frequently called numbers. Repertories of six and twenty-five will be offered.

Three Way Calling -- This feature will allow a customer involved in an existing 2-way connection to place the other party on hold and dial a third party for a 3-way connection. When the third party answers, a 2-way conversation can be held before the earlier connection is re-established for the 3-way conference.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (CONT'D)

3.1. LOCAL EXCHANGE SERVICES (Cont'd)

3.1.12. Service Features (Cont'd)

3.1.12.2. Basic Trunk Feature Requirements

Direct Inward Dialing - This feature is a one-way trunk for incoming calls only.

Direct Outward Dialing - This feature is a one-way trunk for out going calls only.

Two-way trunk - This feature is will allow both incoming and outgoing calls on a first come, first served basis, to the limit of channels associated with this trunk type.

Hunting - This feature will allow a call coming in on one number to "roll-over" to progressively to another number.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (CONT'D)

3.1. LOCAL EXCHANGE SERVICES (Cont'd)

3.1.12. Service Features (Cont'd)

3.1.12.3. Rates

Per Use Features:

Call Trace, per use	\$1.00
Call Return, per use	\$0.90
Call Repeat, per use	\$0.90

Individual Features:

	<u>Monthly</u>	<u>Non-Recurring</u>
Hunting	\$4.40	\$12.00
Touch Tone	\$0.00	\$12.00
Call Waiting	\$6.25	\$12.00
Call Hold	\$4.50	\$12.00
Speed Dial (8)	\$4.00	\$12.00
Call Transfer	\$4.50	\$12.00
Call Forward Variable	\$7.00	\$12.00
Call Forward Busy	\$6.25	\$12.00
Call Forward Don't Answer	\$6.25	\$12.00
Call Park	\$4.50	\$12.00
Call Trace	\$4.95	\$12.00
Speed Dial (30)	\$4.30	\$12.00
Account Code Voluntary	\$9.00	\$12.00
Account Code Enforced	\$9.00	\$12.00
Music on Hold	\$4.00	\$12.00
3-Way Calling	\$5.25	\$12.00
Call Block	\$4.50	\$12.00
Call Restriction	\$4.50	\$12.00
Caller ID (Number Only)	\$6.50	\$12.00
Call Return	\$6.00	\$12.00
Call Repeat	\$5.00	\$12.00

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SECTION 3 BASIC SERVICE DESCRIPTION AND RATES (CONT'D)

3.1. LOCAL EXCHANGE SERVICES (Cont'd)

3.1.12. Service Features (Cont'd)

3.1.12.3. Rates

Line Basic Package:

	<u>Monthly</u>	<u>Non-Recurring</u>
Per Line charge	\$50.00	\$25.00

Hunting
Touch Tone
Call Waiting
Call Hold
Speed Dial (6)

Line Deluxe Package: (Includes all of the Line Basic Features)

	<u>Monthly</u>	<u>Non-Recurring</u>
Per Line charge	\$80.00	\$25.00

Call Transfer
Call Forward Variable
Call Forward Busy
Call Forward Don't Answer
Call Park
Call Trace
Speed Dial (30)
Account Code Voluntary
Account Code Authorized
Music on Hold
3-Way Calling
Call Blocking
Call Restriction
Caller ID (Number Only)
Call Return
Call Repeat

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (CONT'D)**3.1. LOCAL EXCHANGE SERVICES (Cont'd)****3.1.13. Centrex Service**

Centrex Service is furnished from compatible electronic type switching equipment located on Telephone Company premises and includes the facilities necessary for intercom communication between Centrex lines within the customer's system, Local Exchange Service, direct in-dialing to Centrex lines, identification and billing of outgoing long distance messages by line number where such billing is done by the Telephone Company, Touch-Tone Calling Service, and intercept to the main listed number.

3.1.13.1. Features - The Centrex Custom Service dial switching equipment shall be arranged to provide the following system and line feature capabilities:

Automatic Callback - When a person calls another extension and finds it busy, the caller either presses a callback button or dials some digits. When the person whose phone was busy hangs up, the phone system rings both parties and the system connects the two together.

Call Block - This feature allows the customer to avoid unwanted calls by rejecting calls from a list of 6 numbers specified by the customer.

Call Forward Busy - This feature allows an incoming to be routed to another number if the terminating number is busy. The call may be forwarded to any 10-digit number.

Call Forward Don't Answer - Delayed Answer Forwarding. This feature allows an incoming call to be forwarded to another number after a designated number of rings. The call may be forwarded to any 10-digit number.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (CONT'D)

3.1. LOCAL EXCHANGE SERVICES (Cont'd)

3.1.13. Centrex Service (Cont'd)

3.1.13.1 Call Forward Variable - This feature allows the customer to forward incoming calls to any 10 digit number, defined by time of day, day or week or date. If a long-distance or an international number is elected, appropriate charges will apply.

Call Hold - This feature allows callers to be put on hold.

Call Park - This feature allows the customer to put a customer on hold and pickup another call.

Call Pickup - This feature allows the customer to answer another person's ringing phone by punching in one or two numbers on their phone.

Call Pickup with Barge In - This feature allows the customer to interrupt a another call while it is in process.

Call Repeat - This feature allows the originating caller to reach the terminating station once it becomes idle. Both the originating and termination are rung.

Call Restriction - This feature prevents the caller from making certain types of calls, usually either a toll or a long distance call.

Call Return - This feature allows the customer to dial the last caller even if the customer did not answer the telephone.

Call Select Forward - This feature allows the customer to have calls from selected numbers ring at another number.

Call Transfer - This feature allows the customer to transfer a call from their phone handset to another person's phone handset.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (CONT'D)

3.1. LOCAL EXCHANGE SERVICES (Cont'd)

3.1.13. Centrex Service (Cont'd)

3.1.13.1 Call Waiting - This feature allows a customer engaged in a call to be reached by another caller. A short tone informs the customer that another call is waiting to be accepted. The tone is only heard by the called party. The caller hears the regular audible ring. The customer will be able to place the first party on hold and answer the second call by momentarily depressing the switch hook (flashing). By subsequent flashes, the customer can alternate between the two calls. This feature may be disabled when the user dials *70 for making modem calls.

Caller ID Rejection - This feature prevents the customer from receiving calls from specific numbers.

Caller Name Delivery - This feature allows the customer to see the name of the calling party as listed in the phone book.

Caller Number Delivery - This feature allows the customer to see the originating number of an incoming call.

Distinctive Ring - This feature allows the customer to distinguish types of incoming calls such as an outside call or an inside (intercom) call by the tone of the ringing.

Executive Busy Override - This feature allows certain users to intrude on conversations on other extensions.

Hunting - This feature will allow a call coming in on one number to "roll-over" to progressively to another number.

Intercom Dialing - This feature allows the customer to dial another person's extension.

Last Number Redial - This feature allows the customer to automatically redial the last numbered dialed.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (CONT'D)

3.1. LOCAL EXCHANGE SERVICES (Cont'd)

3.1.13. Centrex Service (Cont'd)

3.1.13.1 Priority Call - This feature gives high priority callers a ring of their own. This allows the customer to program up to 6 callers' numbers. If the customer has Call Waiting, they will hear a priority "beep" when they are on the phone.

Speed Dial - This feature will allow a customer to use abbreviated codes to dial frequently called numbers. A block of twenty-five numbers will be offered.

Three Way Calling - This feature will allow a customer involved in an existing 2-way connection to place the other party on hold and dial a third party for a 3-way connection. When the third party answers, a 2-way conversation can be held before the earlier connection is reestablished for the 3-way conference.

Touch Tone - Dual Tone Multi- frequency. When a number button is pushed on a phone it makes a tone, which is used for signaling.

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 SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (CONT'D)
3.1. LOCAL EXCHANGE SERVICES (Cont'd)3.1.13.2. RatesCentrex Line Basic Package:

	<u>Monthly</u>	<u>Non-Recurring</u>
Per Line charge	\$100.00	\$25.00
Touch Tone		
Call Hold		
Call Transfer		
3-Way Calling		
Intercom Dialing		
Automatic Call Back		
Call Forward Variable		
Call Forward Busy		
Call Forward Don't Answer		
Call Hold		
Call Pick-Up		
Call Restriction		
Call Waiting		
Call Pick-Up with Barge In		
Distinctive Ring		
Hunting		
Speed Dial (30)		

Centrex Line Deluxe Package:

(Includes all of the Centrex Basic Features)

	<u>Monthly</u>	<u>Non-Recurring</u>
Per Line charge	\$125.00	\$25.00
Call Block		
Call Park		
Caller ID Rejection		
Caller ID (Number Only)		
Executive Busy Override		
Last Number Redial		
Priority Call		
Call Repeat		
Call Return		
Call Select Forward		

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (CONT'D)**3.2. OPERATOR SERVICES**

Operator Assisted Local Calls are calls placed within the customer's local service area through a Telephone Company operator.

The following charges apply for Operator Assisted Local Calls and are in addition to any charges for local messages as specified in this Company's applicable Price Lists.

Operator Assisted Local Call Charges Per Call:

Calling Card	\$0.90
--------------	--------

Station-to-station:

Live Operator	\$3.30
Machine handled	\$2.20

Person-to-person	\$4.85
------------------	--------

Other Charges:

911 Surcharge, Business Line	\$1.50, per line
911 Surcharge, per trunk	\$8.00, per trunk

3.2.1. Directory Listing

Primary and additional Directory Listings are provided in the alphabetical section of the telephone directory in accordance with the regulations and rates specified herein.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (CONT'D)

3.2. OPERATOR SERVICES (Cont'd)

- 3.2.1.1. Directory Listings are provided in connection with each customer service as specified herein.
- 3.2.1.2. The alphabetical section of the telephone directory consists of a list of names of customers in alphabetical order and is designed solely for the purpose of informing calling parties of the telephone numbers of customers and those entitled to use the customer's service as an aid to the use of telephone service, and special position or arrangement of names is not contemplated.
- 3.2.1.3. Listings must conform to the Telephone Company's specifications with respect to its directories.
 - 3.2.1.3.1. The Telephone Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the customer is not impaired thereby. Where more than one line is required to properly list the customer, no additional charge is made.
 - 3.2.1.3.2. The Telephone Company may refuse a listing which is known not to constitute a legally authorized or adopted name, or any listing which, in the opinion of the Telephone Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Telephone Company, upon notification to the customer, will withdraw any listing that is found to be in violation of its rules with respect thereto.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (CONT'D)

3.2. OPERATOR SERVICES (Cont'd)

3.2.1.4. Rates

The following rates apply for regular and special types of additional listings, and shall be effective at the time the listing is placed on the directory assistance records.

	<u>Monthly</u>
Business, each	\$5.00
Nonlisted Telephone Service	\$5.00
Nonpublished Telephone Service	\$5.00

3.2.1.5. Nonlisted and nonpublished charges, as specified following, are not applicable to:

- 3.2.1.5.1. Nonlisted or Nonpublished Telephone Service furnished to a customer for data service where there is no voice use contemplated.
- 3.2.1.5.2. Nonlisted or Nonpublished Telephone Service furnished to a customer for short periods of time, usually one day, in connection with local and long distance message broadcasts of sporting events, conventions or other special events.
- 3.2.1.5.3. Nonlisted or Nonpublished Telephone Service furnished to a customer with other listed, nonlisted or nonpublished service in the same directory area.
- 3.2.1.5.4. Nonlisted or Nonpublished Telephone Service associated with Mobile Telephone Service, Pay Telephone Lines and Network Controlled Lines.
- 3.2.1.5.5. Nonlisted or Nonpublished Telephone Service associated with dependent telephone numbers of a Distinctive Ring Custom Calling Service.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (CONT'D)

3.2. OPERATOR SERVICES (Cont'd)

3.2.2. Directory Assistance

The Telephone Company furnishes Directory Assistance Service whereby customers may request assistance in determining telephone numbers.

3.2.2.1. The services of a Telephone Company operator are not to be used in connection with the completion of direct dialed Directory Assistance Service calls except in the following cases:

3.2.2.1.1. To reach the Directory Assistance Service attendant where direct dialing facilities are not available.

3.2.2.1.2. To reach the Directory Assistance Service attendant when attempts by the customer to direct dial such a call cannot be completed.

Call allowances are not transferable between separate accounts.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (CONT'D)**3.2. OPERATOR SERVICES (Cont'd)****3.2.3 Inside Wiring Maintenance (Cont'd)**

Fully-protected premises wiring is premises wiring which is:

No greater than 25 feet in length (measured linearly between the points where it leaves equipment or connector housings) and registered as a component of and/supplied to the user with the registered terminal equipment or protective circuitry with which it is to be used.

A cord which complies with (a) preceding and which is extended once by a registered extension cord. Extension cord^c may be used as a substitute for wiring which for safety reasons should be affixed to or embedded in a building's structure.

Wiring located in an equipment room with restricted access, provided that this wiring remains exposed for inspection and is not concealed or embedded in the building's structure, and that it conforms to Part 68 of the Federal Communications Commissions Rules and Regulations.

Protected premises wiring requiring acceptance testing for imbalance is premises wiring which is electrically behind registered equipment, system components or circuitry which assure that electrical contact between the wiring and commercial power wiring will not result in hazardous voltages at the network interface.

Unprotected premises wiring is all other premises wiring.

Customers who intend to connect premises wiring other than fully-protected premises wiring to the telephone network shall give advance notice to the Telephone Company in accordance with the procedures specified in Part 68 of the Federal Communications Commission's Rules and Regulations or as otherwise authorized by the Federal Communications Commission.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (CONT'D)

3.2. OPERATOR SERVICES (Cont'd)

3.2.3 Inside Wiring Maintenance (Cont'd)

The Telephone Company may invoke extraordinary procedures specified in Part 68 of the Federal Communications Commission's Rules and Regulations where one or more of the following conditions are present:

Information provided in the supervisor's affidavit gives reason to believe that a violation of Part 68 of the Federal Communications Commission's Rules and Regulations is likely.

A failure has occurred during acceptance testing for imbalance.

Harm has occurred, and there is reason to believe that this harm was a result of wiring operations performed under Part 68 of the Federal Communications Commission's Rules and Regulations.

3.2.3.1. Restrictions

Basic wire maintenance does not cover:

- PBX systems
- Channel services
- Coin operated telephone services
- ISDN (PRI)

Pre-existing conditions misuse; abuse; riot; acts of war; fire and acts of nature; Non-standard wire and jacks that do not comply with Part 68 of FCC rules and/or DNC's technical standards; Malfunctions resulting from the use of voice grade lines to transmit or receive data or signals beyond the operating parameters of the line; Restoration of premises if asked to repair concealed wire; Customer provided equipment (CPE); Inside telephone wiring; jacks or other items used in connection with the telephone exchange of a provider other than DNC.

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3.2. OPERATOR SERVICES (Cont'd)

3.2.3 Inside Wiring Maintenance (Cont'd)

3.2.3.1. Restrictions (Cont'd)

Basic wire maintenance does not provide for any direct repair work on other than the customer's premises wire and jacks. Inside wire maintenance may not be the customers' responsibility if their business is operating in a leased premises. Customers should contact their landlord or property manager to determine responsibility.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (CONT'D)**3.2. OPERATOR SERVICES (Cont'd)****3.2.3 Inside Wiring Maintenance (Cont'd)****3.2.3.2. Rates**

	<u>Monthly</u>
Inside Wiring Maintenance Charges:	
Per Business Line	\$5.00

3.3. DATA COMMUNICATIONS SERVICES

The regulation and rates contained herein are applicable to data telecommunications services furnished within the State of Florida.

3.3.1. Dedicated Leased Line Service

Company's Dedicated Leased Line service is a high-speed digital communications service using a physical fiber optic connection between two locations within the State of Florida. Dedicated Leased Lines are non-switchable connections that can provide a constant and committed availability of capacity (for a single Customer) on a transmission path only between fixed, customer-specified locations. Dedicated Leased Line transmission speeds range from the DS-0 level up to and including OC-n speeds. Dedicated Leased Line circuits at DS-0, Fractional DS-1, DS1 and DS-3 levels may be available between any two POP locations within the State of Florida. Broadband Circuits over DS-3 capacity are only available as On-Net Circuits between POPs. Provision of Dedicated Leased Line circuits are subject to facilities and capacity availability.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (CONT'D)**3.3. DATA COMMUNICATIONS SERVICES (Cont'd)****3.3.1. Dedicated Leased Line Service (Cont'd)**

Dedicated Leased Line circuits with speeds at or below DS-1 are priced at a fixed and variable monthly recurring charge based on line speed, Central Office Connection and the V&H miles between the nearest available POP to the Customer or End-User locations (as determined by the NPA/NXX of the locations). Broadband Dedicated Leased Lines are priced at a fixed and variable monthly recurring charge based on line speed, Central Office Connection and the V&H miles between the nearest available POP to each fixed Customer or End-User location. For Dedicated Leased Line circuits at speeds at or below DS-1, the provision of Local Access Circuits may be coordinated directly by Customer or may be coordinated by the Company on Customer's behalf. For Broadband Dedicated Private Line circuits, the Company shall be solely responsible for all local access coordination functions and all costs for the interconnection of each Customer premise with the Company network at the nearest available POP.

Company shall invoice the Customer on a monthly basis at the Customer's designated site in the United States, in accordance with the following schedule: (i) one (1) month in advance for all recurring MRC charges due under this Agreement, in addition to the retroactive billing for the first billing invoice of a service; and (ii) in the month preceding the applicable usage (i.e. month of contract execution) for all NRC charges. Failure of the Company to timely invoice the Customer for any amounts due hereunder shall not be deemed a waiver by Company of its rights to payment for such charges.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (CONT'D)

3.3. DATA COMMUNICATIONS SERVICES (Cont'd)

3.3.1. Dedicated Leased Line Service (Cont'd)

3.3.1.1. Rates and Charges Rates set forth herein for Company services requiring dedicated access do not include access and access-related charges (including, without limitation, installation charges, inside wiring charges assessed by the local exchange carrier ("LEC"), construction charges assessed by the LEC and distance and termination charges assessed by the LEC). Therefore access and access related charges are additional charges.

OC-n pricing will be on an ICB (Individual Case Basis). Pricing will be based on a 100 mile-minimum circuit, and therefore circuits with V&H mileage between the two customer sites of less than 100 miles, will be priced at 100 miles.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (CONT'D)3.3. DATA COMMUNICATIONS SERVICES (Cont'd)3.3.1. Dedicated Leased Line Service (Cont'd)Dedicated Leased Line Services

Service	NRC	MRC (Port)
DS-0 Service	\$700	\$700
DS-1 Service		
0-128K Burstable	\$1500	\$895
128-256K Burstable	\$1500	\$1295
256K-384K Burstable	\$1500	\$1695
384K-512K Burstable	\$1500	\$1895
512K and Above Burstable	\$1500	\$1995
1.5M Full Rate	\$1500	\$1695
T3 Service		
3M	\$4500	\$4500
6M	\$4500	\$6900
9M	\$4500	\$9000

Service	NRC	MRC (Port)
T3 Service (cont'd)		
12M	\$4500	\$11800
15M	\$4500	\$14700
18M	\$4500	\$17500
21M	\$4500	\$19950
24M	\$4500	\$22500
27M	\$4500	\$24300
30M	\$4500	\$27900

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33M	\$4500	\$30400
36M	\$4500	\$33000
39M	\$4500	\$35300
42M	\$4500	\$38000
45M	\$4500	\$40500

NOTE: All Local Loop Access Charges are quoted on an individual case basis. OC-n
NRC and MRC port charges are on an individual case basis.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (CONT'D)

3.3. DATA COMMUNICATIONS SERVICES (Cont'd)

3.3.1. Dedicated Leased Line Service (Cont'd)

3.3.1.2. Broadband Facility Minimum Service Term

Customer acknowledges that the Rates and Charges described in this Price List Section are based on the commitment of the Customer to utilize the Broadband Circuits or Facility for a specified minimum period of time. Therefore, notwithstanding anything in this Price List to the contrary and in addition to other charges set forth in the Price List, the Customer will be billed and required to pay to Company all rates, fees and charges which accrue for each Broadband Circuit and for all associated local access during the entire Circuit Minimum Service Term (as defined below) applicable to each such Broadband Circuit plus all NRC charges applicable to such circuit that were previously waived, regardless of whether or not Customer utilizes all or any part of such Broadband Circuit during all or any part of the Circuit Minimum Service Term applicable to such Circuit.

The "Circuit Minimum Service Term" for each Circuit, is defined as follows:

For DS-0, Fractional DS-0 and DS-1 Leased Line Circuits:

No "Circuit Minimum Service Term" shall apply.

For DS-3 and OC-n Broadband service the "Circuit Minimum Service

Term" shall be as follows:

The Circuit Minimum Service Term shall be a minimum period of one (1) year, beginning from the date of service order fulfillment.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (CONT'D)

3.3. DATA COMMUNICATIONS SERVICES (Cont'd)

3.3.1. Dedicated Leased Line Service (Cont'd)

3.3.1.3. Termination of Service

Upon termination of the Customer's agreement or upon termination of a broadband circuit, which has not met the "Circuit Minimum Service Term", all monthly recurring charges and non-recurring charges shall retroactively be collected.

1. Credit Allowances shall not apply in the event that the Company's Dedicated Leased Line Service is unavailable due to any of the following:

- (a) Interruptions on Domestic Dedicated Leased Line circuits that are not "Accepted Circuits" where an Accepted Circuit is one that Company and the Customer have tested and mutually agree is working as ordered.

Interruptions caused by the negligence, act, error, or omission of the Customer or others authorized by the Customer to use the Customer's service.

Interruptions due to failure of power at the customer premise or failure or poor performance of customer premise equipment.

Interruptions during any period in which the Company or its agents are not afforded access to the premises where the access lines associated with the Customer's service originate or terminate.

Interruptions during any period when the Customer or user has released service to Company for maintenance or rearrangement purpose, or for the installation of the Customer's service order.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (CONT'D)**3.3. DATA COMMUNICATIONS SERVICES (Cont'd)****3.3.1. Dedicated Leased Line Service (Cont'd)****3.3.1.3. Termination of Service (Cont'd)**

An interruption during any period when the Customer elects not to release the service(s) for testing and/or repair and continues to use it on an impaired basis.

Interruptions resulting from a failure of an underlying local exchange carrier where the local access circuit was not provided by Company.

Interruptions resulting from the Customer's use of services in an unauthorized or unlawful manner.

Interruptions resulting from a Company disconnect for non-payment or an interruption of service resulting from incorrect orders from the Customer.

Interruptions during any period when the Customer has made the circuit available to Company for installation, maintenance or grooming.

Force Majeure events, beyond the reasonable control of the Company, including but not limited to: acts of God, fire, flood, explosion, storm, labor strikes, lockouts, insurrections, riots, wars (declared or undeclared), acts of government authority, or of any civil or military authority, national emergencies, cable or fiber cuts resulting from the actions of third parties beyond the reasonable control of the Company.

3.3.2. DSL Service

DSL Service is a high speed data access service that uses digital subscriber line technology over existing copper facilities, which are also used to provision customer's local exchange service. The regulations and rates specified herein are in addition to the applicable regulations and rates specified in other sections of this Price List.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (CONT'D)

3.3. DATA COMMUNICATIONS SERVICES (Cont'd)

3.3.2. DSL Service (Cont'd)

Definitions

ADSL: Asymmetric Digital Subscriber Line Service.

CDL: The customer's designated location.

Downstream: The transmission path from the Company's High Speed DS Connection Point to the customer's designated premises.

DSL Connection Point: A location designated by the Company that serves as an aggregation point for the collection of DSL traffic from multiple serving wire centers.

IDSL: Integrated Services Digital Subscriber Line Service.

SDSL: Symmetrical Digital Subscriber Line Service.

Splitter: a passive band filter that divides the frequency of a copper facility.

Upstream: the transmission path from the CDL to the DSL Connection Point.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (CONT'D)

3.3. DATA COMMUNICATIONS SERVICES (Cont'd)

3.3.2. DSL Service (Cont'd)

3.3.2.1. Service Description

ADSL Service: ADSL Service is an access data technology service offered in speed levels of 608 Kbps Downstream/128 Kbps Upstream, and 1.5 Mbps Downstream/384 Kbps Upstream. The Company will set the transmission speeds to the speed levels for the service package selected by the customer. The loop distance from the CDL to the serving wire center can affect the transmission speeds set by the Company.

IDSL Service: IDSL Service is an access data technology service offered in speed levels of 144 Kbps. The Company will set the transmission speeds to the speed levels for the service package selected by the customer. The loop distance from the CDL to the serving wire center can affect the transmission speeds set by the Company.

SDSL Service: SDSL Service is an access data technology service offered in speed levels of 192 Kbps, 384 Kbps, 768 Kbps, 1.1 Mbps, and 1.5 Mbps. The Company will set the transmission speeds to the speed levels for the service package selected by the customer. The loop distance from the CDL to the serving wire center can affect the transmission speeds set by the Company.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (CONT'D)

3.3. DATA COMMUNICATIONS SERVICES (Cont'd)

3.3.2. DSL Service (Cont'd)

3.3.2.2 Service Provisioning

All DSL Services are provisioned over existing copper facilities and transported to the Company's backbone network. DSL service provides a connection from the customer's designated location to the DSL connection point.

Access from the Company's DSL connection point will be provided via Dedicated Leased Line Service, where facilities permit. The Dedicated Leased Line Service must be of sufficient bandwidth to support the maximum speed of the DSL service being provided. Dedicated Leased Line Service is available under Section 3.1 of this Price List. A customer may use its existing interstate Dedicated Leased Line Service, or may submit an order to establish new facilities. If a customer utilizes Dedicated Leased Line Service from Section 3.1, the associated regulations, rates and charges for such facilities shall apply in addition to the rates and charges associated with the DSL Service rate element.

The Company will qualify the DSL Service between the CDL and the serving wire center. The purpose of qualification is to determine the availability and suitability of existing copper facilities to provide the service. The Company will not provision this service on facilities which are not suitable for DSL.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (CONT'D)**3.3. DATA COMMUNICATIONS SERVICES (Cont'd)****3.3.2. DSL Service (Cont'd)****Digital Subscriber Line (DSL) Service**

Service	NRC	MRC (Port)
144K IDSL	\$500	\$149
192K SDSL	\$500	\$169
384K SDSL	\$500	\$199
768K SDSL	\$500	\$359
1.1M SDSL	\$500	\$399
1.5M SDSL	\$500	\$459
608K/128K ADSL	\$250	\$59.95
1.5M/384K ADSL	\$250	\$89.95

3.3.3. Legislative Regulatory or Judicial Activity

Notwithstanding any statement to the contrary contained in this Price List, in the event that any regulatory agency, legislative body or court of competent jurisdiction promulgates regulations or modifies existing ones including, without limitation, regulations regarding payphone compensation, access charges and/or universal service ("Regulatory Activity"), the Company reserves the right, at any time and without notice to: (i) pass through to the Customer all, or a portion of, any charges or surcharges directly or indirectly related to such Regulatory Activity; or, (ii) modify the rates, including any rate guarantees, and/or terms and conditions contained in this Price List to reflect the impact of such Regulatory Activity.

3.3.4. Remote Dial Service

Remote Dial Service provides analog, dial-up Internet access service at speeds up to 56kbps.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (CONT'D)3.3. DATA COMMUNICATIONS SERVICES (Cont'd)3.3.5. Rates

Up to 150 hours of access	\$16.95 per user per month
Each hour in excess of 150 hours	\$2.00 per hour

3.3.6. In-building Products:Internet Gateway Service

Internet Gateway is a single port, Ethernet-based, dedicated Internet access service for the business LAN. The customer is provisioned a single port on a Domino owned Ethernet switch and an Ethernet cable runs from the switch to a customer-owned hub/switch/router located in-suite. Supported access speeds range from 256K to 10Mbps. Service is provided only to tenants in Domino wired partner buildings.

<u>Rates</u>	<u>NRC</u>	<u>MRC</u>
<u>Speed</u>		
256K	\$750	\$595
384K	\$750	\$695
512K	\$750	\$850
768K	\$750	\$995
1.5M	\$750	\$1295
3.0M	\$750	\$2499
6.0M	\$750	\$3995
MOM	\$750	\$5995

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SECTION 3 BASIC SERVICE DESCRIPTION AND RATES (CONT'D)

3.3. DATA COMMUNICATIONS SERVICES (Cont'd)

3.3.7. Internet Office

Internet Office is a multi-port, Ethernet-based, dedicated Internet access service for customers who do not operate a LAN. Each customer-owned device (i.e. PC, printer, server) is provisioned an individual port on a BBO-owned Ethernet switch and a virtual LAN (VLAN) is created for the customer which enables basic LAN functions such as printer and file sharing. Supported access speeds range from 256K up to 10 Mps. Service is provided only to tenants in BBO-wired partner buildings.

	<u>Rates</u>	
<u>Speed</u>	<u>NRC</u>	<u>Monthly Recurring</u>
256K	\$750	\$595
384K	\$750	\$695
512K	\$750	\$850
768K	\$750	\$995
1.5M	\$750	\$1295
3.0M	\$750	\$2499
6.0M	\$750	\$3995
MOM	\$750	\$5995

*NOTE: Additional NRC charges apply for Internet Office based on the number of seats (i.e. devices) being wired. Variable charge per seat is \$120.

3.4. PROMOTIONAL OFFERINGS

The Company may offer existing services on a promotional basis, subject to Commission approval, that provides special rates, terms, or conditions of service. Promotional offerings are limited to a maximum of six months at which time the promotional offering must be either withdrawn or made available on a permanent basis. All promotions, regardless of whether services are given away for free, are subject to Commission approval.

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SECTION 3 BASIC SERVICE DESCRIPTION AND RATES (CONT'D)

3.4. PROMOTIONAL OFFERINGS (Cont'd)

Competitive Response Promotion

From time to time, THE COMPANY may offer a new subscriber-of service discounts (up to 100%) off the Customer's total usage charges. Such discounts may have variable terms of applicability and expiration dates. These discounts may apply to monthly recurring port charges, access loop charges, installation charges, and other non-recurring fees.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (CONT'D)

3.5. BASIC SERVICE DESCRIPTION

If basic service is offered, the Company offers access to 911, operator services and relay services.

3.6. SERVICE QUALITY DESCRIPTION

3.6.1. The Company will give a quality of service to its customers at a level at least equivalent to the service provided to the Company by the incumbent local exchange company.

3.7. 911 AND TELECOMMUNICATIONS RELAY SERVICE

3.7.1. 911 SERVICE: The Company shall make access to 911 emergency services at a level at least equivalent to the service provided by the incumbent local exchange company. Further, 911 services shall be maintained for the duration of any temporary disconnection for non-payment of a residential subscriber's local service.

3.7.2. TELECOMMUNICATIONS RELAY SERVICE: For calls received from the relay service, the Company will, when billing relay calls, discount relay service calls by 50 percent off of the otherwise applicable rate for a voice non-relay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent off of the otherwise applicable rate for a voice non-rate call.

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