



ARBROS Communications, Inc.
1100 Wayne Avenue
Silver Spring, MD 20910

Chris Tran
Principal Manager
Regulatory & External Affairs
Direct Dial 301.960.0553
ctran@arbros.com

May 17, 2001

VIA OVERNIGHT DELIVERY

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

010762-TI

RE: Application of ARBROS Communications Licensing Company S.E., LLC for a Certificate of Public Convenience and Necessity to Provide Interexchange Telecommunications Services in the State of Florida

Dear Madam or Sir:

Enclosed please find an original and (6) copies of ARBROS Communications Licensing Company S.E., L.L.C.'s Application to provide interexchange telecommunications services in the state of Florida in accordance with Chapter 25-24 of the Florida Administrative Code. Additionally, a check for the requisite \$250.00 filing fee is also enclosed.

Please date-stamp the extra copy of this filing, and return it in the enclosed stamped envelope. Should you have any questions regarding this matter, please do not hesitate to contact me at (301) 960-0553.

Respectfully submitted,

Chris Tran
Principal of Regulatory and External Affairs

Enclosures

phone 301.960.0500

fax 301.650.2465

DOCUMENT NUMBER-DATE

06257 MAY 18 2001

www.arbros.com

FPSC-RECORDS/REPORTING

ARBROS COMMUNICATIONS INC.

1100 Wayne Avenue
8th F.
Silver Spring, MD 20910

9658 Baltimore Avenue
Floor
College Park, MD 20740
65-330/550

Date 09.May.2001

Pay Amount \$250.00***

Pay *****TWO HUNDRED FIFTY AND XX / 100 US DOLLAR*****

To The
Order Of

FLORIDA PUBLIC SERVICE COMM.

Div. of Records and Reporting
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

[Handwritten Signature]

AUTHORIZED SIGNATURE MP

AUTHORIZED SIGNATURE MP

119.07(1)(z), Florida Statutes: Bank account numbers
or debit, charge, or credit card numbers given to an
agency for the purpose of payment of any fee or debt
owing are confidential and exempt from subsection (1)
and s.24(a), Art. 1 of the State Constitution . . .

VIA OVERNIGHT DELIVERY

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

010762-TI

01 MAY 18 AM 9:30
MAIL ROOM

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Dear Madam or Sir:

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Please date-stamp the extra copy of this filing, and return it in the enclosed stamped envelope. Should you have any questions regarding this matter, please do not hesitate to contact me at (301) 960-0553.

Respectfully submitted,

[Handwritten Signature]

Chris Tran
Principal of Regulatory and External Affairs

Enclosures

phone 301.960.0500

fax 301.650.2488

DOCUMENT NUMBER-DATE

www.arbros.com

06257 MAY 18 01

FPSC-RECORDS/REPORTING

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:

ARBROS Communications Licensing Company, S.E., LLC ("ARBROS")

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

Same as above

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

1100 Wayne Avenue, Silver Spring, Maryland 20910

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

Registered Agent: HIQ Corporate Services, Inc.

526 East Park Avenue, Suite 200, Tallahassee, Florida 32301

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

7. Structure of organization;

- | | |
|---|--|
| <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 _____ | |

8. **If individual**, provide: Not Applicable – the company is a limited liability corporation.

Name: _____
Title: _____
Address: _____
City/State/Zip: _____
Telephone No.: _____ **Fax No.:** _____
Internet E-Mail Address: _____
Internet Website Address: _____

9. **If incorporated in Florida**, provide proof of authority to operate in Florida:
- (a) **The Florida Secretary of State corporate registration number:**
- Not Applicable – the company is incorporated in Delaware.
10. **If foreign corporation**, provide proof of authority to operate in Florida:
- (a) **The Florida Secretary of State corporate registration number:**
- M00000000354
11. **If using fictitious name-d/b/a**, provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida:
- (a) **The Florida Secretary of State fictitious name registration number:**
- Not Applicable – the company will operate under ARBROS Communications Licensing Company, S.E., LLC.
12. **If a limited liability partnership**, provide proof of registration to operate in Florida:
- (a) **The Florida Secretary of State registration number:**
- Not Applicable – the company is a limited liability corporation
13. **If a partnership**, provide name, title and address of all partners and a copy of the partnership agreement. Not Applicable – the company is a limited liability corporation.
- Name:** _____
- Title:** _____
- Address:** _____
- City/State/Zip:** _____
- Telephone No.:** _____ **Fax No.:** _____
- Internet E-Mail Address:** _____
- Internet Website Address:** _____
14. **If a foreign limited partnership**, provide proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS), if applicable.
- (a) **The Florida registration number:**
- Not Applicable – the company is limited liability corporation from Delaware.

15. Provide **F.E.I. Number** (if applicable): 52-2237123

16. Provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services?

Yes No

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

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

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

(c) How is this information provided?

ARBROS will do its own billing and the company's name will appear on the bill.

17. Who will receive the bills for your service?

- | | |
|---|---|
| <input checked="" type="checkbox"/> Residential Customers | <input checked="" type="checkbox"/> Business Customers |
| <input type="checkbox"/> PATs providers | <input type="checkbox"/> PATs station end-users |
| <input type="checkbox"/> Hotels & motels | <input type="checkbox"/> Hotel & motel guests |
| <input type="checkbox"/> Universities | <input type="checkbox"/> Universities dormitory residents |
| <input type="checkbox"/> Other: (specify) _____ | |

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

(a) The application:

Name: Chris Tran
Title: Principal Manager, Regulatory and External Affairs
Address: 1100 Wayne Avenue
City/State/Zip: Silver Spring, Maryland 20910
Telephone No.: 301.960.0553 **Fax No.:** 301.650.2465
Internet E-Mail Address: ctran@arbros.com
Internet Website Address: www.arbros.com

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

Name: Robert F.X. Condon
Title: VP of Regulatory and External Affairs
Address: 1100 Wayne Avenue
City/State/Zip: Silver Spring, Maryland 20910
Telephone No.: 301.960.0544 **Fax No.:** 301.650.2465
Internet E-Mail Address: rcondon@arbros.com
Internet Website Address: www.arbros.com

(c) Complaints/Inquiries from customers:

Name: Evelyn Richardson
Title: Director of Customer Service
Address: 8181 Professional Place, Suite 150
City/State/Zip: Landover, Maryland 20785
Telephone No.: 301.955.5215 **Fax No.:** 301.577.9468
Internet E-Mail Address: erichardson@arbros.com
Internet Website Address: www.arbros.com

19. List the state in which the applicant:

- (a) has operated as an interexchange telecommunications company.

The Applicant has operated as an intrastate interexchange telecommunications company in the District of Columbia, Maryland, Massachusetts, North Carolina, New Jersey, Pennsylvania, and Virginia.

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

Please refer to Attachment B

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

Please refer to Attachment B

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

No ARBROS-related entity has had a request for authorization denied in any jurisdiction.

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

ARBROS has not had any penalties imposed for violation of telecommunications statutes.

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

ARBROS has not been involved in any civil court proceedings with a local exchange company, local exchange carrier or other telecommunications entity.

20. Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:
- (a) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. Provide explanation.
- Not Applicable – No officers, directors, any of the ten largest stockholders of ARBROS have previously been adjudged bankrupt, mentally incompetent, or found guilty of any felony or any crime.
- (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.
- Not Applicable - No officers, directors, any of the ten largest stockholders of ARBROS is an officer, director, partner or stockholder in any Florida certificated telephone company.

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

- (a) MTS with distance sensitive per minute rates
- Method of access is FGA
 Method of access is FGB
 Method of access is FGD
 Method of access is 800
- (b) MTS with route specific rates per minute
- Method of access is FGA
 Method of access is FGB
 Method of access is FGD
 Method of access is 800
- (c) MTS with statewide flat rates per minute (i/e/ not distance sensitive)
- Method of access is FGA
 Method of access is FGB
 Method of access is FGD
 Method of access is 800

- (d) _____ MTS for pay telephone service providers
- (e) _____ Block-of-time calling plan (Reach Out Florida. Ring America, etc.).
- (f) X_____ 800 service (toll free)
- (g) X_____ WATS type service (bulk or volume discount)
 - X_____ Method of access is via dedicated facilities
 - X_____ Method of access is via switched facilities
- (h) X_____ Private line services (Channel Services) (for ex. 1.544 mbs., DS-3, etc.)
- (i) _____ Travel service
 - _____ Method of access is 950
 - _____ Method of access is 800
- (j) _____ 900 service
- (k) _____ Operator services
 - _____ Available to presubscribed customers
 - _____ Available to non presubscribed customers (for example, to patrons of hotels, students in universities, patients in hospitals).
 - _____ Available to inmates
- (l) X_____ Service included are:
 - X_____ Station assistance
 - X_____ Person-to-person assistance
 - X_____ Directory assistance
 - X_____ Operator verify and interrupt assistance
 - X_____ Conference calling

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

Please refer to Attachment F.

23. Submit the following:

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

Please refer to Attachment E.

- 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 refer to Attachment E.

- C. **Financial capability.**

Please refer to Attachment D.

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

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

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

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

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

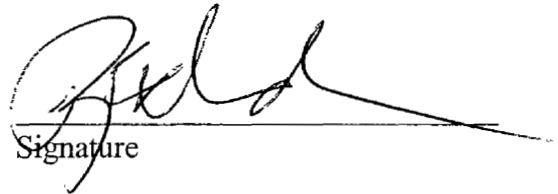
1. **written explanation** that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
2. **written explanation** that the applicant has sufficient financial capability to maintain the requested service.
3. **written explanation**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

**** 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:

Robert F.X. Condon
Print Name


Signature

Vice President, Regulatory and External Affairs
Title

5/10/01
Date

301.960.0553
Telephone No.

301.650.2465
Fax No.

Address: ARBROS Communications Licensing Company S.E., L.L.C.
1100 Wayne Avenue
Silver Spring, Maryland 20910

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS


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

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

UTILITY OFFICIAL:

Robert F.X. Condon

Print Name


Signature

Vice President, Regulatory and External Affairs

Title

5/10/01

Date

301.960.0553

Telephone No.

301.650.2465

Fax No.

Address:

ARBROS Communications Licensing Company S.E., L.L.C.

1100 Wayne Avenue

Silver Spring, Maryland 20910

AFFIDAVIT

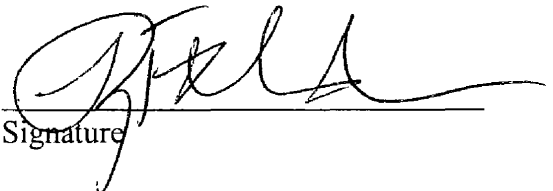
By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide interexchange telecommunications service in the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

Robert F.X. Condon

Print Name



Signature

Vice President, Regulatory and External Affairs

Title

5/10/01

Date

301.960.0553

Telephone No.

301.650.2465

Fax No.

Address: ARBROS Communications Licensing Company S.E., L.L.C.
1100 Wayne Avenue
Silver Spring, Maryland 20910

CURRENT FLORIDA INTRASTATE SERVICES

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

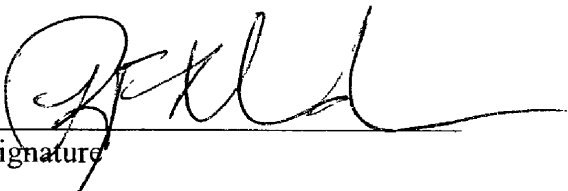
If the answer is has, fully describe the following:

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

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

UTILITY OFFICIAL:

Robert F.X. Condon
Print Name


Signature

Vice President, Regulatory and External Affairs
Title

5/10/01
Date

301.960.0553
Telephone No.

301.650.2465
Fax No.

Address: ARBROS Communications Licensing Company S.E., L.L.C.
1100 Wayne Avenue
Silver Spring, Maryland 20910

ATTACHMENTS LIST

Attachment A	Florida Registration and Certificate of Formation
Attachment B	Certification in Other States
Attachment C	Fact Sheet of ARBROS Communications Licensing Company S.E., LLC
Attachment D	Statement of Financial Capability and Relevant Financial Information
Attachment E	Statement of Managerial and Technical Qualifications
Attachment F	Proposed Tariff

ATTACHMENT A
FLORIDA REGISTRATION
AND
CERTIFICATE OF FORMATION

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

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

1. The name of the Limited Liability Company is:

ARBROS COMMUNICATIONS LICENSING COMPANY S.E., LLC

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

HIQ CORPORATE SERVICES, INC.

(Name)

526 EAST PARK AVENUE SUITE 200

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

TALLAHASSEE

FL

32301

City/State/Zip

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

HIQ CORPORATE SERVICES, INC.

BY:


(Signature)

PRESIDENT

Filing Fee: \$35 for Designation of Registered Agent

00 FFR 21 AM 8:39
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
7/1/17

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 CERTIFICATE OF FORMATION OF "ARBROS COMMUNICATIONS LICENSING COMPANY S.E., LLC", FILED IN THIS OFFICE ON THE FOURTEENTH DAY OF FEBRUARY, A.D. 2000, AT 9 O'CLOCK A.M.



Edward J. Freel

Edward J. Freel, Secretary of State

0257633

AUTHENTICATION:

02-15-00

DATE:

3176686 8100

001073194

CERTIFICATE OF FORMATION

OF

ARBROS COMMUNICATIONS LICENSING COMPANY S.E., LLC

THE UNDERSIGNED, in order to form a limited liability company under and by virtue of the Delaware Limited Liability Company Act, Title 6 of the Delaware Code, does hereby acknowledge and certify to the Secretary of State of Delaware as follows:

FIRST: The name of the Limited Liability Company (hereinafter the "Company") is:
Arbros Communications Licensing Company S.E., LLC

SECOND: The name and address of the registered agent of the Company are as follows:

HIQ Corporate Services, Inc.
15 East North Street
Dover, County of Kent, Delaware 19901

THIRD: The term of the Company shall continue until the earlier of December 31, 2030 or such date as the Company is dissolved.

IN WITNESS WHEREOF, the undersigned, an authorized person within the meaning of the Delaware Limited Liability Company Act, has signed this Certificate of Formation, acknowledging the same to be his act, this 14th day of February, 2000.



Robert F. X. Condon

Authorized Person

ATTACHMENT B

CERTIFICATION IN OTHER STATES

ARBROS Communications Licensing Company S.E., LLC and its sister companies (ARBROS Communications Licensing Company, N.E., ARBROS Communications Licensing Company, Virginia, ARBROS Communications Licensing Company Central, L.L.C., ARBROS Communications Licensing Company West, L.L.C., ARBROS Communications Licensing Company California, L.L.C., and ARBROS Communications Licensing Company Texas, L.L.C. have applied for and received authority to operate as a telecommunications service provider as follows:

ARBROS Communications Licensing Company, N.E. has applied for and received authorization to provide telecommunications services in Connecticut, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, West Virginia and the District of Columbia. ARBROS Communications Licensing Company, N.E. has commenced service in the District of Columbia, Maryland, and Pennsylvania.

Nutel Communications LLC d/b/a ARBROS Communications Licensing Company, N.E. has applied for and received the authority to operate in Delaware.

ARBROS Communications Licensing Company, Virginia has applied for and received authorization to provide telecommunications services in Virginia. ARBROS Communications Licensing Company, Virginia has commenced service in Virginia.

ARBROS Communications Licensing Company S.E., L.L.C. has applied for and received the authority to operate in Alabama, Florida, Kentucky, Louisiana, North Carolina, Mississippi, South Carolina, and Tennessee. ARBROS Communications Licensing Company S.E., L.L.C. has an application pending in Georgia.

ARBROS Communications Licensing Company Central, L.L.C. has applied for and received the authority to operate in Illinois, Indiana, Iowa, Kansas, Michigan, Missouri, Nebraska, Oklahoma, and Wisconsin. ARBROS Communications Licensing Company Central, L.L.C. has applications pending in Arkansas, Minnesota, and Ohio.

ARBROS Communications Licensing Company West, L.L.C. has applied for and received the authority to operate in Colorado, Montana, Nevada, New Mexico and Washington. ARBROS Communications Licensing Company West, L.L.C. has applications pending in Arizona.

ARBROS Communications Licensing Company California, L.L.C. has applied for and received the authority to operate in California.

ARBROS Communications Licensing Company Texas, L.L.C. has applied for and received the authority to operate in Texas.

ATTACHMENT C

FACT SHEET OF ARBROS COMMUNICATIONS LICENSING COMPANY S.E., LLC

ARBROS Communications Licensing Company S.E., LLC is an integrated services provider (ICP) building a network that consists of class 4/5 central office switches and associated transmission facilities interconnected to the public switched network. In Florida, ARBROS will carry local exchange, intra- and interLATA long distance, and international telecommunications traffic either by resale or by originating or terminating on ARBROS switching equipment routing them to or from other ARBROS switching equipment, ILEC networks, IXC networks, other ICP networks, and IP networks. ARBROS subscribers will connect to switching equipment through various transmission media and facilities supplied or leased by ARBROS allowing it to provide its subscribers residence and business local exchange (POTS), CENTREX services, PBX trunks, ISDN, Internet, and data communications services as well as information services, operator services and emergency services.

ATTACHMENT D

STATEMENT OF FINANCIAL CAPABILITY AND RELEVANT FINANCIAL INFORMATION

ARBROS Communications Licensing Company S.E., LLC (“ACLC SE”) is financially qualified to operate as a provider of facilities-based and resold interexchange telecommunications services in Florida. ACLC SE will rely on the financial resources of its ultimate parent company, ARBROS Communications, Inc. (“ACI”), for purposes of setting up its interexchange operations in Florida. As a start-up company, ACLC SE has no significant financial history. To this end, appended to this Application, filed *under seal* as is a notarized Letter of Guarantee signed by ACI, the parent company of the Applicant, guaranteeing the operations of the Applicant in Florida.

As is evident from the audited financial statements of ACI, submitted herewith under seal, the Applicant has the necessary financial resources to provide the facilities-based and resold interexchange telecommunications services described in this Application, and to finance its operations in order to maintain the provision of these services. Specifically, as demonstrated by the Cash Flow statement of its parent company, ACI has access to ample capital, provided through privately-placed venture capital investment, to fund the construction and operation of its telecommunications network in Florida, and to meet any lease and ownership obligations associated with its provision of facilities-based and resold interexchange telecommunications services in Florida.

Please note that ACI has been operating since 1999 and as such, is providing financial statements for 1999 and 2000. The 1999 statements are audited, but the 2000 statements are un-audited. ACLC SE anticipates that audited financial statements for 2000 will be available in the near future and will provide them at that time.

..

ATTACHMENT D

AUDITED FINANCIAL STATEMENTS OF ARBROS COMMUNICATIONS, INC.

[CONFIDENTIAL AND PROPRIETARY – FILE UNDER SEAL]

ATTACHMENT E

STATEMENT OF MANAGERIAL AND TECHNICAL QUALIFICATIONS

ARBROS Communications Licensing Company SE, L.L.C. (“ACLC SE”) is technically qualified to operate as a provider of facilities-based and resold interexchange telecommunications services in Florida. The following is a list of the management team of the Applicant’s parent company, ARBROS Communications, Inc. (“ACI”), upon whose managerial experience and technical expertise ACLC SE will rely:

Jonathan Flicker	President and CEO
Russell B. Stevenson, Jr.	Executive Vice President, General Counsel, Secretary
Howard F. Zuckerman	Senior Vice President, Finance, CFO
Don Helms	Senior Vice President, Operations and Engineering
Samuel Vogel	Senior Vice President, Marketing and External Affairs
Sandra Hallameyer	Senior Vice President, Administration
Dr. I-Hung Li	Senior Vice President, Technology
Dirk VerMeulen	Senior Vice President, Sales and Corporate Development

Collectively, the members of the ACI management team have managed, and/or operated advanced telecommunications facilities throughout the United States. With vast technical and managerial experience by the members of its management team, in addition to the outstanding team of engineers and network specialists it has employed, ACI has the adequate technical and managerial experience and capabilities to develop and maintain successful local exchange operations in Florida.

ARBROSSM

COMMUNICATIONS

Management

Jonathan S. Flicker, *CEO, President, and Director*

Mr. Flicker has over 14 years experience in executive-level management primarily focused in areas of strategic planning, corporate finance, operations, marketing and analysis. Before joining ARBROS Communications, Mr. Flicker was the Chief Operating Officer of CrossMedia Networks Incorporated, a service organization that enabled voice-mail retrieval via standard telecommunication devices. Prior to this engagement, Mr. Flicker managed the entire outbound telemarketing and sales efforts for Time Life Inc., in Alexandria Virginia. In this capacity, Mr. Flicker was singly responsible for strategic, operational, marketing and financial management of a nationwide, 900+ member sales staff. In addition, he served as Vice President of Marketing Services where he managed all of the local operational aspects for Time Life Inc. In 1995, Mr. Flicker was Vice President of Customer Service and Operations for Bertelsmann Music Group in Indianapolis IN. In this role, he managed all aspects of the in-bound customer service group (550+ on-site representatives), a multi-city out-bound telemarketing group of 400 representatives and the operational aspects of a fulfillment and distribution center. Immediately preceding this engagement, Mr. Flicker ran the New Business Development and Acquisition group for Bertelsmann Music Groups Direct Marketing Division where he was responsible for strategic, financial planning, development, deployment of new services and business projects. Mr. Flicker has held management positions in strategic planning, corporate finance, and operations at Time Warner Inc., National Geographic Society and Morgan Stanley. Mr. Flicker holds a BS in Cognitive Science and an MS in Quantitative Analysis from the University of Kansas.

Samuel Vogel, *Senior Vice President and Chief Information Officer*

Mr. Vogel has 38 years of experience in the telecommunications industry in marketing, sales, regulatory, operations and engineering. Since March of 1999, he has served as Chief Operating Officer and Vice President of Operations for ARBROS, responsible for all day to day operations functions, including Network Engineering, Planning and Management; Information Systems; Customer Service; Regulatory; Sales and Marketing. Prior to this position, he was Executive Vice President of Operations, Sales and Marketing responsible for implementation of all CLEC operational functions for Metropolitan Telecommunications, a New York City-based CLEC. Mr. Vogel also consulted for Bell Atlantic/NYNEX and at US ONE Communications, a nationwide CLEC, he was responsible for product development and management, product introduction, pricing and sales support of all local products and services for the wholesale carrier market in their Carrier Services Division. Through March of 1996, culminating a 35-year career at New York Telephone, AT&T and NYNEX, he served as Managing Director in their Business Markets Group responsible for product development and management of \$1.2 billion in calling services revenues. Mr. Vogel holds a B.S. in Business Administration from the New York Institute of Technology.

Russell B. Stevenson, Jr., *Executive Vice President, General Counsel, Secretary*

Mr. Stevenson has been engaged in business law for 30 years, as a teacher, regulator, private practitioner, and in-house counsel. He is responsible for all of the company's legal and regulatory affairs and plays a significant role in formulating and executing business strategy. Before joining ARBROS Communications, Mr. Stevenson served as General Counsel of CyberCash, Inc., a leading provider of software and services for electronic commerce, which he joined in 1996. Prior to that, he practiced law in Washington, D.C., with a practice that concentrated on securities and corporate law, with an emphasis on technology-based companies and venture capital. From 1971 to 1981 Mr. Stevenson was a member of the full-time law faculty at George Washington University, where he taught corporations, securities regulation, international business transactions and international economic development. During that time he also was a visiting professor at Cornell Law School and, in 1977-78, a Fulbright Professor at the University of Paris II (Sorbonne). In 1981 Mr. Stevenson joined the staff of the Securities and Exchange Commission, where he served as Deputy General Counsel. In 1984 he returned to the private practice of law. Mr. Stevenson is the author of two books on corporate law and has published numerous articles on securities regulation, corporate law, and the law of electronic commerce. He has been active in the Business Law Section of the American Bar Association, the District of Columbia Bar, the International Law Association, and various community organizations. Mr. Stevenson holds a degree in mechanical engineering from Cornell University and received his J.D. from Harvard Law School, *cum laude*. He is a member of the bars of the District of Columbia and the United States Supreme Court.

Don Helms, *Senior Vice President, Operations*

Donald P. Helms most recently served as Vice President for the Network Management Center (NMC) for ATT Local Services. This center holds the nationwide responsibility for customer trouble resolution. Under his leadership the NMC expanded in size and functionality to meet the growth in service and commitments to new ATT product offerings. Previously, Donald Helms served as Regional Vice President of Local Service Operations for ATT's Eastern Region. The Eastern Region consists of all cities east of the Mississippi River, excluding the New York / North Jersey Metropolitan Area. Under this title, Mr. Helms served to enhance the operations capability and service performance for the eastern half of the United States. Prior to assuming responsibility for ATT's Eastern Region, Mr. Helms served in a variety of senior and executive management level positions for both ATT and Teleport Communications Group (TCG). Previous assignments include; Vice President of Corporate Process where he was charged with defining the business processes that would achieve the highest level of performance efficiency; Vice President (TCG) of Engineering to include transmission and switching equipment, network planning, network design and infrastructure deployment. Mr. Helms spent the first 16 years of his telecommunications career with NYNEX and ATT, where he served in several positions of increased responsibility in the areas of operations, service management, and engineering.

Howard F. Zuckerman, Senior Vice president and CFO

Mr. Zuckerman has over 25 years of experience in financial management (16 years of which are in the telecommunications industry), including senior level executive positions since 1992 with both domestic and international based operations. While his career has encompassed all the traditional areas of finance, including SEC filings, financial reporting, accounting and internal controls, financial planning, budgeting and treasury, he also has extensive experience in the purchase and sale of companies. He joins ARBROS from Bell Atlantic Corporation (now Verizon), a Fortune 50 company offering diversified telecommunications services to residential and business customers. His most recent assignment was as Executive Vice President and Chief Financial Officer and a director of Grupo Iusacell (NYSE), Mexico's second largest wireless telecommunications company (\$400 million annual revenues) where he developed and managed all financial functions (encompassing 150 employees), led transactions which raised \$1 billion in both equity and debt capital and maintained relationships with Wall Street and institutional investors. Prior to that assignment which began in late 1996, Mr. Zuckerman was Vice President of Finance and CFO of a then newly created division of Bell Atlantic's Network Services Group responsible for its interconnection/access business with 175 inter-exchange carriers (annual revenues of \$2.5 billion). From 1984 to 1993, he held various corporate and divisional level positions with the non-regulated entities managed as the Bell Atlantic Enterprises Group, many of which were startups or acquired companies. From 1975 to early 1984, Mr. Zuckerman was with Squibb Corporation, a Fortune 200 public, diversified pharmaceuticals company, where he was appointed by the Board as an Assistant Corporate Controller in 1982. From 1970 to 1975, Mr. Zuckerman was employed by the audit division of the New York office of Arthur Andersen & Co. He is a Certified Public Accountant in New York (1971) and New Jersey and holds an economics degree from Cornell University and an M.B.A. degree from the University of Chicago.

Sandra Hallameyer, Senior Vice President, Human Resources and Administration

Ms. Hallameyer has over 30 years of experience in directing administrative functions, specializing in human resource and labor management, management information systems, facilities and operations management in a variety of businesses and industries. Prior to joining ARBROS, she served as Senior Vice President of Administration for The National Geographic Society, providing operational overview and strategic direction for the administrative functions (Human Resources, Facilities and Information Systems) as well as for Membership Services and Internal Audit. For the previous six years, she was the Vice President of Operations for The (Baltimore) Sun, a newspaper with a combined daily circulation in excess of 420,000. Overseeing Operations, she was accountable for the production and printing of the newspapers in addition to directing the Information Services and Facilities Planning functions. Prior to her appointment to this position, she served as the Director of Human Resources at The Sun for eight years, developing and establishing the policies, systems and procedures for recruitment, employee relations, compensation, benefits, organizational development, HRMS, performance management, safety and security. From 1969 until 1980, she held increasingly responsible roles in change management, human relations, and training in the insurance and health care industries. Ms. Hallameyer holds a Bachelors in Psychology from North Texas University and a Masters in Business from Stanford University.

Dr. I-Hung Li, *Senior Vice President, Technology*

Dr. Li has over 20 years of communications experience. Before joining ARBROS Communications, Dr. Li was the Senior Vice President at Paragon Solutions responsible for the strategic direction and product delivery of the company's R&D organization. Prior to that, he was a senior technical manager in Lucent Technologies (formerly known as AT&T Bell Labs), which he joined in 1980. During his 18 years with Lucent, Li held increasingly responsible roles as a software engineer, project leader, project manager, system architect technical manager on many major corporate projects. In 1994, he spearheaded the customer technical support effort for the Japan Wireless PHS Project and later, for the Asian Pacific Countries. Before Lucent, Dr. Li was a software engineer for Bendix Corporation where he developed a wideband data network for the Voyager project led by the California Institute of Technology Jet Propulsion Laboratory. Li has been a featured speaker at numerous events over the years, including the annual International Conference on Advanced Science and Technology as well as numerous university- and association-sponsored technology seminars. Dr. Li holds a Ph.D in Mathematics from the Johns Hopkins University.

Dirk VerMeulen, *Senior VP Marketing and Sales*

Mr. VerMeulen brings nearly a decade of domestic and international telecommunications industry experience to his role at ARBROS. Mr. VerMeulen will oversee the company's strategic planning, marketing and sales efforts. Before joining ARBROS, Mr. VerMeulen served as General Manager of Consumer Sales for Ameritech New Media, a leading provider of Cable TV services in the Midwest. He was responsible for designing, implementing and managing the consumer sales strategy in the Ameritech region directing a 150+ member sales staff. Also during his tenure at Ameritech, Mr. VerMeulen was the General Manger of Sales for Belgacom, the leading provider of communications services in Belgium, within the Corporate Customer Division. In this capacity, Mr. VerMeulen reengineered the sales organization and directed two strategic initiatives that successfully responded to the rapidly changing competitive landscape in Western Europe as a result of deregulation and identified new sources of sustainable, profitable growth for the company. Prior to his engagement in Europe, Mr. VerMeulen served as Director of Sales, Indiana, for Ameritech's Enhanced Business Services division. Mr. VerMeulen has also held various sales and marketing positions within Ameritech, ROLM, a Siemens Company and Fujitsu, Business Communications Solutions. Mr. VerMeulen earned a BA in Business Administration from Hope College in Holland, Michigan.

ATTACHMENT F
PROPOSED TARIFF

Interexchange Telecommunications Services

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for interexchange telecommunications services provided by ARBROS Communications Licensing Company S.E., LLC, with principal offices at 1100 Wayne Avenue 8th Floor, Silver Spring, Maryland 20910.

This tariff applies for services furnished within the state of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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Interexchange Telecommunications Services

CHECK SHEET

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

*Denotes changed or revised sheet.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	27	Original
2	Original	28	Original
3	Original	29	Original
4	Original	30	Original
5	Original	31	Original
6	Original	32	Original
7	Original	33	Original
8	Original	34	Original
9	Original	35	Original
10	Original	36	Original
11	Original	37	Original
12	Original	38	Original
13	Original	39	Original
14	Original	40	Original
15	Original	41	Original
16	Original	42	Original
17	Original	43	Original
18	Original	44	Original
19	Original	45	Original
20	Original	46	Original
21	Original	47	Original
22	Original	48	Original
23	Original	49	Original
24	Original	50	Original
25	Original	51	Original
26	Original		

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SYMBOLS

The following are the symbols used for the purposes indicated below:

- D** - Delete Or Discontinue
- I** - Change Resulting In An Increase to A Customer's Bill
- M** - Moved From Another tariff Location
- N** - New
- R** - Change Resulting In A Reduction To A Customer's Bill
- T** - Change in Text Or Regulation But No Change In Rate Or Charge

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TARIFF FORMAT

- A. **Sheet Numbering** - Page numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between existing sheets with whole numbers, a decimal is added. For example, a new sheet added between sheets 34 and 35 would be sheet 34.1.
- B. **Sheet Revision Numbering** - Revision numbers also appear in the upper right corner of the sheet. These numbers are used to determine the most current sheet version on file with the FPSC. For example, 4th Revised Sheet 34 cancels the 3rd Revised Sheet 34. Consult the check sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.A
 - 2.1.1.A.1
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).I
 - 2.1.1.A.1.(a).I.(i)
 - 2.1.1.A.1.(a).I.(i).(1)
- D. **Check Sheet** - When a tariff is filed with the FPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the tariff sheets, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made. The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

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DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Account Codes: Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

Advance Payment: Part or all of a payment required before the start of service.

Automatic Number Identification (ANI): Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Bit: The smallest unit of information in the binary system of notation.

Call Forwarding:

Call Forwarding Station: Allows calls directed to a station line to be routed to a user defined line inside or outside the customer's telephone system.

Call Forwarding System: Permits calls attempting to terminate to a busy station line to be re-directed to a predetermined line inside or outside the customer's telephone system.

Call Forwarding Remote: This optional feature allows a user to activate/deactivate the Call Forwarding - All Calls feature or change the forwarded to telephone number from a remote location.

Call Forwarding Busy: Allows incoming calls to a busy station to be routed to a pre-selected station line or attendant within the same system or outside the system. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Don't Answer: Allows incoming calls to be automatically routed to a pre-selected station line or attendant in the same system or outside the system, when the called station is not answered after a preset number of rings. Intercom calls can be arranged to be forwarded to a number different from DID calls.

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DEFINITIONS (Cont'd)

Call Forwarding (Cont'd)

Call Forwarding Variable Limited: When this feature is activated by a station line user or the attendant, incoming calls to the activated station line or attendant position will be automatically routed to any other selected station line, within the same Centrex system, or to the attendant position. The attendant may also activate this feature for a station line user.

Call Forwarding Variable Unlimited: The same as a Call Forwarding Variable Limited except that incoming calls may be automatically routed to a telephone number outside the Centrex system or to station lines within the same Centrex system. The attendant may not activate this feature to a telephone number outside the Centrex system for a station line use. Calls forwarded outside the Centrex system are subject to the appropriate charges for local and toll messages.

Call Hold: Allows the user to hold one call for any length of time provided that neither party goes on-hook.

Call Park: Allows a station line to park a call against its own line number. The parked call can be retrieved from any station line by dialing a feature code and the line number against which the call is parked.

Call Pickup: Allows a station line to answer incoming calls to another station line within a defined call pickup group. Call pickup is provided on individual station lines within a customer group.

Call Transfer: Allows a station line user to transfer any established call to another station line inside or outside the customer group without the assistance of the attendant.

Call Waiting: Permits a line in the talking state to be alerted by a tone when another call is attempting to complete to the line. Audible ringing is returned to the originating line. The Service also provides a hold feature that is activated by a switchhook flash.

Commission: The Florida Public Service Commission.

Communications Services: The Company's local exchange switched telephone services offered for both intraLATA and interLATA use.

Company: ARBROS Communications Licensing Company S.E., LLC ("ARBROS"), the issuer of this tariff.

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DEFINITIONS (Cont'd)

Customer or Subscriber: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Dial Pulse (or "DP"): The pulse type employed by rotary dial station sets.

Direct Inward Dial (or "DID"): A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

Direct Outward Dial (or "DOD"): A service attribute that allows individual station users to access and dial outside numbers directly.

Do Not Disturb: Permits the attendant to cut off a single station line and selected groups of station lines from receiving incoming and station-to-station calls.

Dual Tone Multi-Frequency (or "DTMF"): The pulse type employed by tone dial station sets.

Duplex Service: Service which provides for simultaneous transmission in both directions.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

In-Only: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

Joint User: A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by Arbros and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

Kbps: Kilobits per second, denotes thousands of bits per second.

Last Number Redial: Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

LATA: A Local Access and Transport 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; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

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DEFINITIONS (Cont'd)

Mbps: Megabits, denotes millions of bits per second.

Multi-Frequency or ("MF"): An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Speed Calling: Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is customer-changeable.

Station: Allows a station line user to add, change or delete telephone numbers from a speed calling list. The list is dedicated to the individual station line user.

Three-Way Calling: Allows a station line user to add a third party to an existing conversation.

Two Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

User or End User: A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

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Interexchange Telecommunications Services

REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish local exchange communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of Florida.

Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

The quality of service provided to our customers is equal to that service of quality provided by ARBROS underlying carrier

For our customers under our facilities based network the Company's shall provide a call completion ratio of at least 90%, service outage repairs within 48 hours and installation of new service within 5 days of a customers' application.

2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. In any action between the parties to enforce any provision to this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- E. Service may be terminated upon written notice to the Customer if:
 - 1. the Customer is using the service in violation of this tariff; or
 - 2. the Customer is using the service in violation of the law.
- F. This tariff shall be interpreted and governed by the laws of the State of Florida without regard for its choice of laws provision.
- G. Another Company must not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

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REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

- H. To the extent that either the Company or any Other Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the Other Company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

2.1.4 Liability of the Company

- A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, the acts or omissions or negligence, except for willful neglect or willful default of the Company's employees or agents.
- B. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion 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 department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of 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.
- C. The Company shall not be 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 equipment or facilities.

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REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- D. The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers except where contracted by the Company.
- E. The Company does not guarantee nor 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. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- F. The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- G. The Company shall not be liable for any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- H. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- I. 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 or fitness for a particular use, except those expressly set forth herein.

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REGULATIONS (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from equipment damage, notification to the Customer may not be possible.

2.1.6 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer except as provided by contract.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

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REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities (Cont'd)

- E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - 1. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - 2. the reception of signals by Customer-provided equipment.

2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

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REGULATIONS (Cont'd)

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and PSC regulations, policies, orders, and decisions.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.4 A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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REGULATIONS (Cont'd)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this tariff;
- B. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be reasonably required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any reasonable time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- E. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities;
- F. any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company subject to, the Customer's prior approval. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

- G. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes; and,
- H. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees for:

- A. any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- B. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between Customer and Company.

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REGULATIONS (Cont'd)

2.4 Customer Equipment and Channels

2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- A. Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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REGULATIONS (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense subject to the Customer's approval.
- B. Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- C. Facilities furnished under this tariff may be connected to customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D. Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "end user" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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REGULATIONS (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.4 Inspections

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

2.5.2 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

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REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.3 Billing and Collection of Charges

- A. Non-recurring charges are due and payable from the Customer within 30 days after the invoice date.
- B. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice date. Usage charges will be billed after the month in which the charges are incurred. Charges will be due and payable within 30 days after the invoice date.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rate basis. For this purpose, every month is considered to have 30 days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If any portion of the payment is not received by Company, or if any portion of the payment is received by the Company in funds that are not immediately available, within 20 days of the mail date on the bill, then a late payment penalty will be due to the Company. The late penalty will be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5 % per month.

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REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.4 Deposits

- A. To safeguard its interests, the Company may require a deposit from Customers to protect against uncollectible accounts. A deposit does not relieve the Customer of the responsibility to make timely payments on the account with the Company. A deposit may be required in addition to an advance payment.
- B. The maximum amount of any deposit shall not exceed the equivalent of the customers estimated liability for two months.
- C. The Company will pay interest on deposits held longer than 90 days, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. Deposits held will accrue interest at a rate of 6% interest per annum.
- D. At the option of the Customer making a security deposit, the Company shall annual make either direct payment to the Customer of all accrued interest, or shall credit same to the Customer's account.
- E. Residential Customers' deposit will not be held longer than one year and all other deposits should not be held longer than two years provided the Customer has established satisfactory credit during that time.
- F. When the Company requires a deposit from any residential Customer, the Customer may pat the deposit in three consecutive equal monthly payments whenever the total amount of the required deposit exceeds forty dollars (\$40). Provided, however, that the Company will have the discretion to allow payment of any deposit (more or less than \$40) over a longer period of time to avoid undue hardship.
- G. When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company will refund the deposit or credit it to the Customer's account.

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REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving ten days' prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F. Upon the Company's discontinuance of service to the Customer under Section 2.5.5.A or 2.5.5.B, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

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REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Cancellation of Application for Service

- A. Applications for service are noncancellable unless the Company otherwise agreed. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent).
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described in 2.5.6.A through 2.5.6.C will be calculated and applied on a case-by-case basis.

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2.5 Payment Arrangements (Cont'd)

2.5.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.5.8 Taxes

The Customer is responsible for the payment of Federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices.

2.5.9 Disputed Bills

The Customer shall notify the Company of any disputed items on an invoice within 30 days of receipt of the invoice. Customer has the option to address concerns with the Florida Public Service Commission at:

Florida Public Service Commission
Division of Consumer Affairs
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Or the Customer may reach the Company through its Consumer Assistance Hotline at: 1-888-427-2767.

2.5.10 Returned Check Charge

The Customer will be assessed a returned check charge of \$20.00 for each check submitted by the Company that a financial institution refuses to honor.

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REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 Credit for Interruptions

- A. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- B. For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro rate basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

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REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.1 Credit for Interruptions (Cont'd)

- C. A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 day
3 hours up to but not including 6 hours	1/5 day
6 hours up to but not including 9 hours	2/5 day
9 hours up to but not including 12 hours	3/5 day
12 hours up to but not including 15 hours	4/5 day
15 hours up to but not including 24 hours	One day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one cumulative interruption.

Interruptions Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days credit will be allowed for any one month period.

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REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.2 Limitations on Allowances

No credit allowance will be made for interruptions:

- A. due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- B. due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities, except when contracted by the Company;
- C. due to the failure or malfunction of non-Company equipment, except when contracted by the Company;
- D. of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. of service during a period in which the Customer continues to use the service on an impaired basis;
- F. of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- G. of service due to circumstances or causes beyond the reasonable control of Company.

2.6.3 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

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2.7 Use of Customer's Service by Others

2.7.1 Resale and Sharing

Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws or Florida Public Service Commission regulations governing such resale or sharing. Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.7.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

2.8 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2: all costs, fees and expenses reasonably incurred in connection with:

2.8.1 all Non-Recurring charges reasonably expended by Company to establish service to Customer, plus

2.8.2 any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus

2.8.3 all Recurring Charges specified in the applicable Service Order tariff for the balance of the then current term.

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2.9 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

2.10 Notices and Communications

2.10.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.10.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

2.10.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.10.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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2.11 Operator Services Rules

2.11.1 The Company will enforce the following operator service rules. A provider of intrastate operator assisted communications services must:

- A. identify itself at the time the end-user accesses its services;
- B. upon request, quote all rates and charges for its services to the end-user accessing its system;
- C. arrange to have posted in plain view at each telephone location which automatically accesses the operator service provider's network and where its services are made available to the public or transient end-users:
 - 1. the operator service provider's name and address;
 - 2. bill and service dispute calling information including the operator service provider's dispute resolution phone number;
 - 3. clear and specific instructions informing the end-user how to access a local exchange telephone company operator as an alternative available to the end-user; and
 - 4. notice concerning any and all amounts to be billed by the operator services provider on behalf of any host location or third party which will appear on the operator service provider's bill for services rendered.
 - 5. in instances when the provider is unable to complete the call and it requires transfer to another telephone corporation which may affect the rates and charges applicable to the telephone bill, inform the caller of the transfer and its possible effect on the applicable rates and charges, before any charges are incurred; and
 - 6. in the case of such transfer, the telephone corporation or provider to which the call is transferred shall identify itself and inform the caller of the transfer's effect on the applicable rates and charges, before any charges are incurred.

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Effective:

Interexchange Telecommunications Services

APPLICATION OF RATES

3.1 Timing of Calls

- 3.1.1. The Customer's monthly usage charges for the Company service are based upon the total number of minutes the Customer uses and the service options to which the Customer subscribes. Chargeable time begins at the time the called party answers (*i.e.* when two-way communications is possible), and ends when either party hangs up.
- 3.1.2. No charges apply if a Call is not completed.
- 3.1.3. For billing purposes, all Calls are rounded up to the nearest minute and billed in increments of one minute. The minimum call duration is 1 minute for a connected call.
- 3.1.4. Where applicable, charges will be rounded up to the nearest penny.
- 3.1.5. Usage begins when the called party picks up the receiver (*i.e.* when two-way communication is possible). A Call is terminated when the calling or called party hangs up. The Company utilizes software answer supervision, which permits up to 60 seconds of ringing before the Call becomes billed usage. Where answer supervision is not available, any Call for which the duration exceeds 60 seconds shall be presumed to have been answered and becomes billed usage.
- 3.1.6. The Company will not knowingly charge for Incomplete Calls. Upon the Customer's request and proper verification, the Company shall promptly adjust or credit the Customer's account for charges or payments for any unanswered call inadvertently billed due to the unavailability of Feature Group D or due to another carrier's failure to provide answer supervision. Upon the Customer's request and proper verification, the Company also shall promptly adjust or credit the Customer's account for charges or payments for Calls placed to a wrong number.

3.2 Start of Billing

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

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APPLICATION OF RATES (Cont'd)

3.3 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 3.3.1 Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- 3.3.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- 3.3.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an on-hook signal from the terminating carrier.
- 3.3.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 3.3.5 All times refer to local time.

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APPLICATION OF RATES (Cont'd)

3.4 Rates Based Upon Distance

3.4.1. Where applicable, usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. Where applicable, the airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in their NPA-NXX V&H Coordinates Tape and Bell's NECA Tariff No. 4.

3.4.2 The airline distance between any two rate centers is determined as follows:

- A. Obtain the "V" (vertical) and "H" (horizontal) coordinates for each rate center from the NECA Tariff No. 4 referenced in Section 3.3.1.
- B. Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
- C. Square each difference obtained in step (B) above.
- D. Add the square of the "V" difference and the square of the "H" difference obtained in step (C) above.
- E. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- F. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
- G. FORMULA =

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

3.5 Timing of Calls

The customer's monthly usage charges for Carrier service are based upon the total number of minutes the customer uses and service options subscribed to. Chargeable time begins when the connection is established between the calling station and the called station or PBX. Chargeable time ends when either party hangs up. There are no charges incurred if a call is not completed.

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APPLICATION OF RATES (Cont'd)

3.6 Start of Billing

For billing purposes, the start of service is the day that the Carrier first provides service to the customer. The end of service date is the last day or any portion thereof that service is provided by Carrier after notice of cancellation by customer.

3.7 Interconnection

Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Carrier. Service furnished by Carrier is not part of a joint undertaking with any such other carriers. Any special interface equipment of Carrier and other participating carriers shall be provided at the customer's expense.

Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. The customer is responsible for taking all necessary legal steps for interconnecting his customer-provided terminal equipment or communications systems with Carrier's. The customer shall secure all necessary licenses, permits, right-of-way, and other arrangements necessary for such interconnection.

3.8 Minimum Call Completion Rate

The Customer can expect a call completion rate of at least ninety-five percent (95%) of all calls attempted, within 3 seconds of the attempt, during peak use periods for all Feature Group D (1+) services.

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SERVICE OFFERINGS

The Company offers local exchange telecommunications services as well as intraLATA and interLATA long distance services. The Customer's total monthly use of the Company's service is charged at the applicable rates set forth herein, in addition to any monthly service charges. The Company local exchange telecommunications services offerings are specified in its Florida Price List No. 1.

4.1 ARBROS Long Distance Telecommunications Service

4.1.1 General

- A. This Tariff applies to long distance message telecommunications service furnished or made available by the Company and its connecting companies, between two or more points which are located within the State of Maryland where the respective rate centers of such points also are located in said State.
- B. Long distance message telecommunications service is that of furnishing facilities for communications between stations in different rate centers between two-points.
- C. Rates for service between points are based on airline mileage between rate centers.

4.1.2 Regulations

- A. Customers may select a month-to-month or one (1) year term commitments.
- B. Changes in future contract rates

If the per-minute charges on a contract are lowered, the subscriber may be allowed to cancel their existing contract without penalty, providing they sign-up for a new contract of equal or greater monetary value. The subscriber will be subject to all terms, conditions and prices of the new contract.

- C. Renewal Options

The Company will notify the customer 30 – 60 days prior to the end of the customer's contract period of the renewal. Absent any specific request from the customer, the new contract period will be for a period of 1-year at the designated 1-year contract rates. The first billing period at the 1-year contract rate will serve as the new contract effective date.

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SERVICE OFFERINGS (Cont'd)

4.1 ARBROS Long Distance Telecommunications Service (Cont'd)

4.1.2 Regulations (Cont'd)

D. Termination Liability

Subscribers who disconnect the ARBROS Long Distance Telecommunications Service, in whole or in part, before expiration of the term commitment period shall pay to the Company an early termination liability charge for each disconnected service or feature. Termination liability charge will be a percentage of the Customer's average monthly long distance usage charges. This average is calculated as the sum of the Customer's monthly long distance usage charges divided by the number of months the customer has had ARBROS long distance service.

Subscribers under a one-year term commitment, who disconnect ARBROS Long Distance Telecommunications before expiration of the term commitment period shall pay to the Company an early termination liability charge equal to 10% of the Customer's average monthly long distance usage charges.

E. Customers may subscribe to ARBROS Switched Long Distance Telecommunications Service or the ARBROS Dedicated Long Distance Telecommunications Service.

1. Switched Access Service – Voice grade local exchange access lines pre-subscribed by the customer to the company's switched long distance service.
2. Dedicated Access Service – obtained via a dedicated T-1 access line from the customer's premises to the company's point of presence. ARBROS will provide this access line from the incumbent local exchange carrier or another service provider wherever the ARBROS cannot provide such access line.

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SERVICE OFFERINGS (Cont'd)

4.1 ARBROS Long Distance Telecommunications Service (Cont'd)

4.1.3 Application of Rates

A. Billing Increments

Calls will be billed in initial 18-second increments with additional 6-second increments.

B. Call Rounding

All calls are rounded to the next highest billing increments. The total charge for a fraction of a cent will be rounded to the next highest whole cent.

C. Per-Minute Usage Charges

The Customer's Per-Minute Usage charges will be calculated based on the Customer's monthly minutes of use and the Customer's term commitment of service.

The per-minute charges for Dedicated Service and Switched Service will be multiplied by the total minutes of use. The resulting amount will be the billable component for the Customer's Dedicated and Switched Long Distance service.

4.1.4 Rates and Charges

A. The following rates will apply for Customers who subscribe to the ARBROS Switched Long Distance Telecommunications Service.

<u>Month-to-Month</u>	<u>1-Year Term Commitment</u>
\$0.08	\$0.075

B. The following rates will apply for Customers who subscribe to the ARBROS Dedicated Long Distance Telecommunications Service.

<u>Month-to-Month</u>	<u>1-Year Term Commitment</u>
\$0.05	\$0.045

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SERVICE OFFERINGS (Cont'd)

4.2 Directory Assistance

4.2.1 General

Directory Assistance Service is furnished upon customer request for assistance in determining telephone numbers. The regulations and rates set forth following apply when customers request assistance in determining telephone numbers from the Directory Assistance attendant in the originating Numbering Plan Area.

4.2.2 Regulations

A. Monthly Call Allowance

An allowance of six direct dialed Directory Assistance calls per month without charge is permitted for each residence exchange service line. Call allowances or calls are not transferable between separate accounts of the same customer.

B. Exemptions

Charges for Directory Assistance Service are not applicable to the following types of calls to Directory Assistance:

1. calls from patients in hospitals, skilled nursing homes and convalescent homes which have been properly licensed by the State of Maryland and which have as their predominant undertaking the surgical, medical and nursing care of the sick and disabled.
2. calls placed from residence dial tone lines where a member of the customer's household has been certified by a registered physician or a designated agency as unable to use a directory because of a visual or physical handicap, or from the business dial tone line of a certified handicapped customer where assistance is otherwise not available.

C. Multiple Number Request

A maximum of six requested telephone numbers per call are permitted.

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SERVICE OFFERINGS (Cont'd)

4.2 Directory Assistance (Cont'd)

4.2.2 Regulations (Cont'd)

- D. For calls placed through an operator, The Operator Assistance Service charges as specified in this tariff applies in addition to the charge for Directory Assistance Service Calls specified following. When the services of an operator are used, the Operator Assistance Service charges will not apply in the following cases:
 - 1. To reach the called Directory Assistance Service number when attempts by the customer to direct dial such a call cannot be completed.
 - 2. To only record the originating telephone number where no automatic recording equipment is available.
- E. Call allowances are not transferable between separate accounts of the same customer.

4.2.3 Rates

	<u>Residence*</u>	<u>Business</u>
Where the customer direct dials Directory Assistance, per call		\$0.35
Where the customer places a call to Directory Assistance via a Local Exchange operator, Per call		\$0.35
Directory Assistance will call completion, per call		\$0.35
National Directory Assistance, per call		\$0.35

* Residential service is not offered at this time.

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SERVICE OFFERINGS (Cont'd)

4.3 Operator Services

4.3.1 General

- A. The following regulations and rates apply to local message calls placed through an Operator or Customer Dialed Calling Card, Operator Station-to-Station and Mechanized Station-to-Station calls between points in the local calling area.
- B. The following rates apply to calls placed through a Residence Dial Tone Line and Business Dial Tone Line. This does not exclude any other applicable rates.
- C. A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner.
 - 1. Third Number Billing: Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges when queried by the operator.
 - 2. Collect Calls: Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.
 - 3. Calling Cards Provides the Customer with the capability to place a call using a calling card with or without the assistance of an operator.
 - 4. Person to Person: Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party.
 - 5. Station to Station: Calls completed with the assistance of an operator to a particular Station. The call may be billed to the called party.

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SERVICE OFFERINGS (Cont'd)

4.3 Operator Services (Cont'd)

4.3.2 Operator Assistance Rates and Charges

A. For any completed message in the call classes listed following, a service charge will be applied as follows:

1.	Billing Surcharges	<u>Rate</u>
a.	Station-to-station customer dialed calling cards, each	\$1.25
b.	Station-to-station operator assisted sent paid, collect, third number, and non-customer dialed calling card calls, each	\$1.25
c.	Person-to-person operator assisted calls, each	\$1.25
2.	Operator Dialed Surcharge	
	Station-to-station operator assisted or person-to-person operator assisted calls (excluding those billed to calling cards) where the operator dials the terminating number, each	\$1.25
3.	Partially Automated Surcharge	
	Station-to-station operator assisted calls (including those billed to calling cards) where the customer dials the terminating number, and elects to have the operator handle billing, each	\$1.25

B. In addition to applicable service charge(s), each local non-sent paid call originating from a payphone provider line and utilizing the Company's operator handling services will be rated at \$0.25.

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SERVICE OFFERINGS (Cont'd)

4.3 Operator Services (Cont'd)

4.3.2 Operator Assistance Rates and Charges (Cont'd)

- C. The following Operator Assisted Local Calls are exempted from the service charge:
1. Calls to designated Company numbers for official telephone business.
 2. For emergency calls to agency type telephone numbers such as to those agencies of the federal, state or local government which have the capability and legal authority to provide aid in emergency situations and to any emergency medical number.
 3. Those cases where a Company operator provides assistance to:
 - a. Reestablish a call which has been interrupted after the called number has been reached.
 - b. Reach the called telephone number where facility problems prevent customer dial completion.
 - c. Place a non-coin, sent-paid call for a calling party who identifies himself as being handicapped and unable to dial the call because of his handicap.
 4. When the caller advises he has had service trouble in reaching the terminating number.

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SERVICE OFFERINGS (Cont'd)

4.3 Operator Services (Cont'd)

4.3.3 Busy Line Verification and Interrupt Service:

Busy Line Verification and Interrupt Service, which is furnished where and to the extent that facilities permit, provides the Customer with the following options:

- A. Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.
- B. Busy line Verification with Interrupt The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.
- C. Rates

Rates for Busy Line Verification and Interrupt Service, as specified below, will apply under the following circumstance

- 1. The operator verifies that the line is busy with a call in progress or is available for incoming calls.
- 2. The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

Busy Line Verification	\$0.70
Busy Line Interrupt	\$0.70

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SERVICE OFFERINGS (Cont'd)

4.4 Reconnect Charge

If service has been discontinued for proper cause, the Company will charge a fee of \$50.00 to defray the cost of restoring service to the Customer.

4.5 Discounts for Hearing and Speech Impaired Customers

4.5.1 Directory Assistance for the Deaf

Directory Assistance services are provided by the Company's underlying carrier.

With respect to Directory Assistance rates for the handicapped, the Company's underlying carrier shall assess no charge upon any person who suffers from a physical or visual handicap that precludes such a person from using a telephone directory as determined by the Company in accordance with applicable rules.

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MISCELLANEOUS OFFERINGS

5.1 Emergency Services (Enhanced 911)

Emergency Services (Enhanced 911): Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route so emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be displayed to the primary E911 provider for display at the Public Service Answering Point ("P SAP"). 911 service will be maintained during temporary disconnection for non-payment of residential service.

5.2 Telecommunications Relay Service

Telecommunications Relay Service enables deaf, hard-of-hearing or speech-impaired persons who use a text telephone or similar devices to communicate freely with the hearing population for using the text telephone and vice versa. The Company does not impose any charge to end users for access to Telecommunications Relay Service. However, persons using this Service are liable for applicable per call/increment charges.

5.3 Presubscription

Provides Customers with the ability to have message toll or long distance calls routed directly to their carrier of choice without the dialing of any additional digits. Customers may select separate carriers for intraLATA and interLATA calls.

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INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

- 6.1 Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such service in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis and will be filed with the Florida Public Service Commission.

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PROMOTIONAL OFFERINGS

- 7.1 The Company from time-to-time may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings, the locations where the offerings are made, and are subject to approval from the Commission.

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