

ORIGINAL

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OF COUNSEL
THOMPSON BENNETT
JOHN T. PETERS, JR.
VINCENT T. EARLY
(1922 - 2001)
JOSEPH J. BURGIE
(1926 - 1992)

February 13, 2002

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

Check received when filing and
forwarded to bank for deposit.
Please to forward a copy of check
to RAR with proof of deposit.

Initials of person who forwarded check:
[Handwritten Signature]

Re: Moving Bytes, Inc.

Dear Sir:

02 0121 - TI

Enclosed herewith for filing with the Commission, please find an original and 6 copies of the above captioned corporation's APPLICATION FOR AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICES WITHIN THE STATE OF FLORIDA, along with a check in the amount of \$250.00 to cover filing fees relating to same.

Also enclosed is an exact duplicate of this letter. Please stamp the duplicate received and return same in the self-addressed stamped envelope attached thereto.

Please contact me if you have additional questions or concerns.

Very truly yours,

EARLY, LENNON, CROCKER & BARTOSIEWICZ, P.L.C.

[Handwritten Signature]
Patrick D. Crocker
PDC/res

Enclosures

RECEIVED & FILED
[Handwritten Signature]
FPSC-BUREAU OF RECORDS

02 FEB 14 AM 11:29
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DOCUMENT NUMBER - DATE
01737 FEB 14 2002
FPSC-COMMISSION CLERK

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

DIVISION OF REGULATORY OVERSIGHT
CERTIFICATION SECTION

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

Instructions

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

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

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

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

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

FLORIDA PUBLIC SERVICE COMMISSION

Moving Bytes, Inc.)
APPLICATION FOR AUTHORITY TO PROVIDE) Case No: __
INTEREXCHANGE TELECOMMUNICATIONS)
SERVICES WITHIN THE STATE OF FLORIDA)

APPLICATION

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

2. Name of company:
Moving Bytes, Inc.

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

4. Official mailing address (including street name & number, post office box, city, state, zip code):
5858 Horton Street, Suite 101
Emeryville, CA 94608

5. Florida address (including street name & number, post office box, city, state, zip code):
NOT APPLICABLE

6. Select type of business your company will be conducting (check all that apply):
- Facilities based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
 - Operator Service Provider** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
 - 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 carriers. 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 checked="" type="checkbox"/> Corporation |
| <input 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:

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:**

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

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

Applicant has the authority to transact business within the state of Florida. A copy of Applicant's Articles of Incorporation and Certificate of Authority to transact business within Florida appears as Exhibit A.

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

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

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

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

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

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

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

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

15. Provide **F.E.I. Number**(if applicable): _____ **N/A**

16. Provide the following (if applicable):

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

YES.

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

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

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

(c) How is this information provided?

17. Who will receive the bills for your services?

- | | |
|---|--|
| <input 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"/> University 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: Patrick D. Crocker

Title: Attorney

Address: 900 Comerica Building

City/State/Zip: Kalamazoo, MI 49007

Telephone No.: (616) 381-8844

Fax No.: (616) 349-8525

Internet E-Mail Address: pcrocker@earlylennon.com

Internet Website Address: www.pdcrocker@telecomattorney.com

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

Name: Mark Smith

Title: Secretary

Address: 5858 Horton Street, Suite 101

City/State/Zip: Emeryville, CA 94608

Telephone No.: (510) 985-1033

Fax No.: (510) 985-1726

Internet E-Mail Address: msmith@mbyts.com

Internet Website Address: www.mbyts.com

(c) Complaints/Inquiries from customers:

Name: Mannie Galon

Title: Vice President Sales

Address: 5858 Horton Street, Suite 101

City/State/Zip: Emeryville, CA 94608

Telephone No.: (510) 985-1033

Fax No.: (510) 985-1726

Internet E-Mail Address: mgalon@mbyts.com

Internet Website Address: www.mbyts.com

19. List the states in which the applicant:

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

California

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

Illinois, Nevada, New York

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

California, Colorado, District of Columbia, New Jersey, Ohio, Pennsylvania and Texas

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

Applicant has never been denied authority to operate as an interexchange carrier.

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

Applicant has never had regulatory penalties imposed for violations of any telecommunications statutes.

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

Applicant has never been involved in Civil court proceedings with an interexchange carrier, local exchange company, 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. If so, please explain.

NOT APPLICABLE

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

NOT APPLICABLE

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

a. **MTS with distance sensitive per minutes 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 if FGB
- Method of access is FGB
- Method of access is 800

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

- Method of access is FGA
- Method of access is FGB
- \checkmark Method of access is FGD
- \checkmark 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. \checkmark **800 Service (Toll free)**

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

Method of access is via dedicated facilities

Method of access is via switched facilities

h. _____ **Private Line services (Channel Services)**

(For ex. 1.544 ms., 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. **Services included are:**

Station assistance

Person to Person assistance

Directory Assistance

Operator verify and interrupt

Conference Calling

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

Applicant's proposed Tariff is attached hereto as Exhibit B.

23. Please provide all available documentation demonstrating that the applicant has the following capabilities to provide interexchange telecommunications service in Florida.

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

Resumes of Applicant's officers appear as Exhibit C.

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

As a switchless reseller, Applicant will rely upon the technical capability of the underlying facilities based carrier. The commission has determined that Applicant's underlying facilities based carrier has the technical capability to provide the proposed services.

- C. Financial capability.**

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

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

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

Applicant attaches financial statements as Exhibit D.

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 can include supporting documentation) should be provided:

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

Applicant has sufficient financial capability to provide the requested service in the geographic areas proposed to be served. Applicant's operating revenue will provide Applicant with sufficient financial resources to provide service in the proposed areas.

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

Applicant has sufficient financial capability to provide the requested service in the geographic areas proposed to be served. Applicant's operating revenue will provide Applicant with sufficient financial resources to provide service in the proposed areas.

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

Applicant will operate as a switchless reseller. Applicant will not own or lease any facilities to provide the services proposed within the Application.

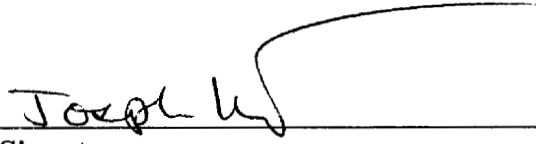
THIS PAGE MUST BE COMPLETED AND SIGNED

APPLICANT ACKNOWLEDGMENT STATEMENT

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross 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 of 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:

Joseph Karwat
Print Name


Signature

President
Title

10/4/01
Date

(510) 985-1033
Telephone No.

510 208 8096
Fax No.

Address: 5858 Horton Street

Suite 101

Emeryville, CA 94608

THIS PAGE MUST BE COMPLETED AND SIGNED
CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

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

- (\checkmark) 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. (Bond must accompany application.)

UTILITY OFFICIAL:

Joseph Karwat
Print Name

Joseph Karwat
Signature

President
Title

10-4-01
Date

(510) 985-1033
Telephone No.

510 208 8096
Fax No.

Address: 5858 Horton Street
Suite 101
Emeryville, CA 94608

THIS PAGE MUST BE COMPLETED AND SIGNED

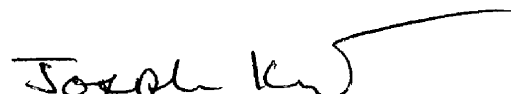
AFFIDAVIT

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide 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. 772.082 and s. 775.083."

UTILITY OFFICIAL:

Joseph Karwat
Print Name


Signature

President
Title

10/4/01
Date

(510) 985-1033
Telephone No.

510 208 8096
Fax No.

Address: 5858 Horton Street
Suite 101
Emeryville, CA 94608

CURRENT FLORIDA INTRASTATE SERVICES

Applicant **has** () or **has not** (✓) 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:

Joseph Karwat
Print Name

Joseph Karwat
Signature

President
Title

10/4/01
Date

(510) 985-1033
Telephone No.

510 208 8090
Fax No.

Address: 5858 Horton Street
Suite 101
Emeryville, CA 94608

EXHIBIT A

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION
OF
MOVING BYTES BROADBAND CORPORATION

The undersigned, Joseph Karwat and Mark M. Smith, hereby certify that:

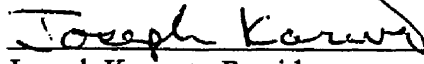
1. They are the President and Secretary, respectively, of Moving Bytes Broadband Corporation, a Nevada corporation.
2. The corporation's authorized capital stock immediately prior to the filing of this Certificate consists of 20,000,000 shares of Common Stock and 5,000,000 shares of Preferred Stock, both with \$0.001 par value per share.
3. Article 1 of the Articles of Incorporation of this corporation is amended to read as follows:

ARTICLE 1. NAME. The name of the corporation is:

Moving Bytes, Inc.

4. The changes set forth in this Certificate shall be effective upon the filing of this Certificate.
5. The foregoing amendment to the Articles of Incorporation has been duly adopted and declared advisable by resolution of the Board of Directors.
6. The foregoing amendment to the Articles of Incorporation has been unanimously approved by the stockholders.

IN WITNESS WHEREOF, this Certificate of Amendment of Articles of Incorporation of Moving Bytes Broadband Corporation has been executed this 20th day of August, 2001.



Joseph Karwat, President



Mark M. Smith, Secretary

**WRITTEN CONSENT OF STOCKHOLDER OF
MOVING BYTES BROADBAND CORPORATION**

In accordance with Section 78.320(2) of the Nevada Revised Statutes, the undersigned, being the holder of all of the voting stock of **Moving Bytes Broadband Corporation**, a Nevada corporation (the "Company"), hereby authorizes and consents without a meeting to the adoption of the following resolutions effective as of August 20th, 2001:

RESOLVED: that the Articles of Incorporation be amended to change Article 1 which shall read in its entirety as follows:


ARTICLE 1. NAME. The name of the corporation is:

Moving Bytes, Inc.

RESOLVED FURTHER: that the officers of the Corporation are hereby authorized, empowered, and directed to take any and all further acts or proceedings to effectuate this amendment.

IN WITNESS WHEREOF, the undersigned has executed this written consent as of the date first set forth above.

**E*Comnetrix Inc., a Canada
Business Corporations Act Company**



By: Mark M. Smith, President

**WRITTEN CONSENT OF DIRECTOR OF
MOVING BYTES BROADBAND CORPORATION**

In accordance with Section 78.315(2) of the Nevada Revised Statutes, the undersigned, being the sole member of the Board of Directors of **Moving Bytes Broadband Corporation**, a Nevada corporation (the "Company"), hereby takes the following actions and adopts the following resolutions by written consent without a meeting, effective as of August 20th, 2001:

RESOLVED: that the Articles of Incorporation be amended to change Article 1 which shall read in its entirety as follows:

ARTICLE 1. NAME. The name of the corporation is:

Moving Bytes, Inc.

RESOLVED FURTHER: that the foregoing amendment is deemed advisable, and the officers are authorized and directed to seek the approval of the Corporation's Stockholders with respect to the amendment.

RESOLVED FURTHER, that if and when the Stockholders of the Corporation have voted in favor of such amendment, the President and the Secretary of the Corporation are hereby authorized and directed to make and acknowledge a certificate setting forth the amendment certifying that the amendment has been duly adopted in accordance with the provisions of Section 78.390 of the Nevada Revised Statutes, and to file such certificate in the office of the Secretary of State.

IN WITNESS WHEREOF, the undersigned has executed this written consent as of the date first set forth above.

DIRECTOR:



Mark M. Smith

State of Florida



Department of State

I certify from the records of this office that MOVING BYTES, INC., is a corporation organized under the laws of Nevada, authorized to transact business in the State of Florida, qualified on January 29, 2002.

The document number of this corporation is F02000000631.

I further certify that said corporation has paid all fees due this office through December 31, 2002, and its status is active.

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

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Fifth day of February, 2002



CR2EO22 (1 99)

Katherine Harris
Katherine Harris
Secretary of State

APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

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

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

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

4. 9/19/2000 (Date of Incorporation) 5. PERPETUAL (Duration: Year corp. will cease to exist or "perpetual")

6. UPON QUALIFICATION (Date first transacted business in Florida. (SEE SECTIONS 607.1501, 607.1502, AND 817.155, F.S.))

7. 5858 HORTON STREET, SUITE 101 EMERYVILLE, CA 94608 (Current mailing address)

8. TO PROVIDE LONG DISTANCE TELECOMMUNICATIONS SERVICES (Purpose(s) of corporation authorized in home state or country to be carried out in the state of Florida)

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

Name: EDWIN F. BLANTON, ESQ.

Office Address: 825 THOMASVILLE ROAD

TALLAHASSEE, Florida, 32303 (Zip Code)

10. Registered agent's acceptance:

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

(Registered agent's signature)

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

FILED 02 JAN 29 AM 8:22 SECRETARY OF STATE TALLAHASSEE FLORIDA

12. Names and addresses of officers and/or directors: (Street address ONLY- P. O. Box NOT acceptable)

A. DIRECTORS (Street address only- P. O. Box NOT acceptable)

Chairman: MARK M. SMITH

Address: 220 S. ROCK ROAD, #9, RENO, NV 89502

Vice Chairman: _____

Address: _____

Director: _____

Address: _____

Director: _____

Address: _____

B. OFFICERS (Street address only- P. O. Box NOT acceptable)

President: JOSEPH KARWAT

Address: 1868 DRAKE, OAKLAND, CA 94611

Vice President: _____

Address: _____

Secretary: MARK M. SMITH

Address: 220 S. ROCK ROAD, #9, RENO, NV 89502

Treasurer: THOMAS A. GOREN

Address: 2959 CALIFORNIA AT., OAKLAND, CA 94602

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

13. 

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

14. JOSEPH KARWAT, PRESIDENT

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

EXHIBIT B

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services within the State of Florida by Moving Bytes, Inc. This tariff is on file with the Florida Public Service Commission, and copies may also be inspected, during normal business hours, at the following location: 5858 Horton Street, Suite 101, Emeryville, CA 94608.

Issued:

Effective:

Issued by: Joseph Karwat, President
Moving Bytes, Inc.
5858 Horton Street, Suite 101
Emeryville, CA 94608

CHECK SHEET

The pages inclusive of this Tariff are effective as of the date shown. Original and revised sheets, as named below, comprise all changes from the original Tariff in effect on the date indicated.

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

* New or Revised Sheets

Issued:

Effective:

Issued by: Joseph Karwat, President
Moving Bytes, Inc.
5858 Horton Street, Suite 101
Emeryville, CA 94608

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Issued:

Effective:

Issued by: Joseph Karwat, President
 Moving Bytes, Inc.
 5858 Horton Street, Suite 101
 Emeryville, CA 94608

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SYMBOLS

- (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

Sheet Numbering - Sheet numbers appear in the upper right hand corner of the page. Sheets are numbered sequentially and from time to time new pages may be added to the Tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between Sheets 3 and 4 would be numbered 3.1.

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

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.(1).
- 2.1.1.A.1.(a).I.(i).(1).

Check Sheets - When a Tariff filing is made with the FPSC, an updated check sheet accompanies the Tariff filing. The check sheet lists the pages contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision, all revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it. The Tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the FPSC.

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1. TECHNICAL TERMS AND ABBREVIATIONS

For the purpose of this Tariff, the following definitions will apply:

Access Coordination

Provides for the design, ordering, installation, coordination, pre-service testing, service turn-on and maintenance on a Company or Customer provided Local Access Channel.

Administrative Change

A change in Customer billing address or contact name.

Application for Service

A standard Company order form which includes all pertinent billing, technical and other descriptive information which will enable the Company to provide a communication Service as required.

ASR

ASR (Access Service Request) means an order placed with a Local Access Provider for Local Access.

Authorized User

A person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer to send or receive communications.

Cancellation of Order

A Customer initiated request to discontinue processing a Service order, either in part or in its entirety, prior to its completion. Cancellation charges will be assessed for each Circuit-end or Dedicated Access line canceled from an order prior to its completion by the Company, under the following circumstances: (1) if the LEC has confirmed in writing to the Company that the Circuit-end or Dedicated Access line will be installed; or (2) if the Company has already submitted facilities orders to an interconnecting telephone company.

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Company Recognized National Holidays

The following are Company Recognized National Holidays determined at the location of the originator of the Call: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day.

The evening rate is used unless a lower rate would normally apply.

Customer

The person, firm, corporation or governmental unit which orders Service and which is responsible for the payment of charges and for compliance with the Company's Tariff regulations. A Customer is considered to be an account for billing purposes. The term Customer also includes an entity that remains presubscribed to the Company Service after its account(s) are removed from the Company's billing system, subsequently continues to use Company's network, and is billed by a local exchange carrier for such use, or otherwise uses Service for which no other Customer is obligated to compensate Company.

Customer Premises/Customer's Premises

Locations designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its resale customers.

Expedite

A Service order initiated at the request of the Customer that is processed in a time period shorter than the Company's standard Service interval.

FCC

Federal Communications Commission

FPSC

Florida Public Service Commission

Installation

The connection of a Circuit, Dedicated Access line, or port for new, changed or an additional Service.

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Interexchange Service

Interexchange Service means that portion of a communications channel between a Company-designated Point-of-Presence in one exchange and a Point-of-Presence in another exchange.

Interruption

Interruption shall mean a condition whereby the Service or a portion thereof is inoperative, beginning at the time of notice by the Customer to Company that such Service is inoperative and ending at the time of restoration.

LATA (Local Access Transport Area)

A geographical area established for the provision and administration of communications Service of a local exchange company.

Local Access

Local Access means the Service between a Customer Premises and a Company designated Point-of-Presence.

Local Access Provider

Local Access Provider means an entity providing Local Access.

Multiplexing

Multiplexing is the sequential combining of lower bit rate Private Line Services onto a higher bit rate Private Line Service for more efficient facility capacity usage or vice versa.

Payment Method

The manner which the Customer designates as the means of billing charges for Calls using the Company's Service.

Physical Change

The modification of an existing Circuit, Dedicated Access line or port, at the request of the Customer, requiring some Physical Change.

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Point-of-Presence (POP)

A Company-designated location where a facility is maintained for the purpose of providing access to its Service.

Primary Route

The route which, in the absence of Customer-designated routing or temporary re-routing, would be used by the Company in the provision of Service.

Rate Center

A specified geographical location used for determining mileage measurements.

Requested Service Date

The Requested Service Date is the date requested by the Customer for commencement of Service and agreed to by the Company.

Service

Service means any or all Service(s) provided pursuant to this Tariff.

Service Commitment Period

The term elected by the Customer and stated on the Service order during which the Company will provide the Services subscribed to by the Customer. The term can be monthly or in the case of Private Line Services for a period of up to 5 years.

Start of Service Date

The Requested Service Date or the date Service first is made available by the Company whichever is later.

Tariff

The current Intrastate Services Tariff and effective revisions thereto filed by the Company with the FPSC.

Toll Call

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the local exchange telephone company.

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2. RULES AND REGULATIONS

2.1. Undertaking of the Company

2.1.1. Intrastate Telecommunications Service ("Service") is the furnishing of Company communication Services contained herein between specified locations under the terms of this Tariff. The Company will provide Service to the public by reselling services purchased from underlying facilities based carriers.

2.1.2. Any member of the general public (including any natural person or legally organized entity such as a corporation, partnership, or governmental body) is entitled to obtain Service under this Tariff, provided that the Company reserves the right to deny Service: (A) to any Customer that, in the Company's reasonable opinion, presents an undue risk of nonpayment, (B) in circumstances in which the Company has reason to believe that the use of the Service would violate the provisions of this Tariff or any applicable law or if any applicable law restricts or prohibits provision of the Service, or (C) if insufficient facilities are available to provide the Service (in such cases Company shall make best efforts to accommodate the needs of all potential Customers by means of facility improvements or purchases, of capacity, if such efforts will, in the Company's opinion, provide the Company with a reasonable return on its expenditures), but only for so long as such unavailability exists.

2.1.3. Company, when acting at the Customer's request and as its authorized agent, will make reasonable efforts to arrange for Service requirements, such as special routing, Diversity, Alternate Access, or circuit conditioning.

2.2. Limitations of Services

2.2.1. Service is offered in equal access exchanges subject to the availability of facilities and the provisions of this Tariff. Company reserves the right to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.

2.2.2. Service may be discontinued after five working days written notice to the Customer if:

2.2.2.A. the Customer is using the Service in violation of this Tariff; or

2.2.2.B. the Customer is using the Service in violation of the law or Commission regulation.

2.2.3. Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purposes of computing charges in this Tariff, a month is considered to have 30 days.

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- 2.2.4. The Company reserves the right to discontinue furnishing Services or billing options, upon written notice, when necessitated by conditions beyond its control. Conditions beyond the Company's control include, but are not limited to, a Customer's having Call volume or a calling pattern that results, or may result, in network blockage or other Service degradation which adversely affects Service to the calling party, the Customer, or other Customers of the Company.
- 2.2.5. The name(s) of the Customer(s) desiring to use the Service must be stipulated in the application for Service.
- 2.2.6. The Customer agrees to operate the Company provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void the Company liability for interruption of Service and may make Customer responsible for damage to equipment.
- 2.2.7. Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
- 2.2.8. A Customer shall not use any servicemark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.
- 2.2.9. In the event suit is brought or any attorney is retained by the Company to enforce the terms of this Tariff, the Company shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.
- 2.2.10. The provision of Service will not create a partnership or joint venture between the Company and the Customer nor result in joint Service offerings to their respective Customers.
- 2.2.11. The rate or volume discount level applicable to a Customer for a particular Service or Services shall be the rate or volume discount level in effect at the beginning of the monthly billing period applicable to the Customer for the particular Service or Services. When a Service is subject to a minimum monthly charge, account charge, port charge or other recurring charge or Nonrecurring Charge for both intrastate and interstate Service, only one such charge shall apply per account and that charge shall be the interstate charge.

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- 2.2.12. Service requested by Customer and to be provided pursuant to this Tariff shall be requested on Company Service Order forms in effect from time to time or Customer's forms accepted in writing by an authorized headquarters representative of the Company (collectively referred to as "Service Orders").
- 2.2.13. If an entity other than the company (e.g., another carrier or a supplier) imposes charges on the Company in connection with a Service that entity's charges will be passed through to the Customer also.
- 2.2.14. The Service Commitment Period for any Service shall be established by the Service Order relevant thereto and commence on the Start of Service Date. Upon expiration, each Service Commitment Period for such Service shall automatically be extended subject to written notice of termination by either Company or Customer. The charges for Interexchange Service during any such extension shall not exceed the then current Company month-to-month charges applicable to such Service.
- 2.2.15. The Company or Customers reselling or rebilling service must have a Certificate of Public Convenience and Necessity as an interexchange carrier for the Florida Public Service Commission.

2.3. Liability of the Company

- 2.3.1. Except as provided otherwise in this Tariff, the Company shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing Services to restore service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations.
- 2.3.2. With respect to the Services contained herein and except as otherwise provided herein, the Company's liability shall not exceed an amount equal to the charge applicable to a one minute Call to the Called Station at the time the affected Call was made. If the initial minute rate is higher than the additional minute rate, the higher rate shall apply. For those Services with monthly recurring charges, the Company's liability is limited to an amount equal to the proportionate monthly recurring charges for the period during which Service was affected.

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- 2.3.3. The Company is not liable for any act or omission of any other company or companies (including any Company affiliate that is a participating or concurring carrier) furnishing a portion of the Service or facilities, equipment, or Services associated with such Service.
- 2.3.4. The Customer is responsible for taking all necessary legal steps for interconnecting the Customer provided terminal equipment with the Company facilities. The Customer shall ensure that the signals emitted into the Company's network do not damage Company equipment, injure personnel or degrade Service to other Customers. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the customer shall comply with applicable LEC signal power limitations.
- 2.3.5. The Company may rely on Local Exchange Carriers or other third parties for the performance of other Services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as agent for Customer in obtaining such other Services. Customer's liability for charges hereunder shall not be reduced by untimely Installation or non-operation of Customer provided facilities and equipment.
- 2.3.6. The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all time in full force and effect until modified in writing.
- 2.3.7. With respect to the routing of Calls by the Company to public safety answering points or municipal Emergency Service providers, Company liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in routing the Call, or (b) the sum of \$1,000.00.
- 2.3.8. In the event parties other than Customer (e.g., Customer's customers) shall have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold Company and any affiliated or unaffiliated third-party, third-party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any Defects.
- 2.3.9. In the event that Company is required to perform a Circuit redesign due to inaccurate information provided by the Customer; or, circumstances in which such costs and expenses are caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.

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2.4. Cancellation of Service by a Customer

2.4.1. If a Customer cancels a Service order before the Service begins, before completion of the Minimum Period, or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be levied upon the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by Installation and monthly charges. If, based on a Service order by a Customer, any construction has either begun or been completed, but no Services provided, the nonrecoverable costs of such construction shall be borne by the Customer.

2.4.2. Either Customer or Company shall have the right, without cancellation charge or other liability, to cancel the affected portion of the Service, if the Company is prohibited by governmental authority from furnishing said portion, or if any material rate or term contained herein and relevant to the affected Service is substantially changed by order of the highest court of competent jurisdiction to which the matter is appeal, the Federal Communications Commission, or other local, state or federal government authority.

2.5. Interruption of Service by the Company

2.5.1. Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon five working days written notification to the Customer, without incurring any liability, immediately discontinue the furnishing of such Service. The written notice shall be separate and apart from the regular monthly bill for service. Customer shall be deemed to have canceled Service as of the date of such disconnection and shall be liable for any cancellation charges set forth in this Tariff.

2.5.2. Without incurring any liability, the Company may discontinue the furnishing of Service(s) to a Customer upon five working days written notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or Services under the following circumstances:

2.5.2.A. if the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Customer communications Services, or its planned use of the Company Service(s);

2.5.2.B. if the customer does not pay past due charges;

2.5.2.C. in the event of unauthorized use.

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- 2.5.2.D. Following the disconnection of service for any of these reasons, the Company or the local exchange utility acting as Company agent, will notify the telephone end user/customer that service was disconnected and why. The notice will include all reasons for the disconnection and will include a toll-free number where an end user/customer can obtain additional information. Notice shall be deemed given upon deposit, postage prepaid, in the U.S. Mail to the end user's/customer's last known address and in compliance with the Commission's rules.
- 2.5.3. The discontinuance of Service(s) by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.
- 2.6. Credit Allowance
- 2.6.1. Credit allowance for the interruption of Service is subject to the general liability provisions set forth in this Tariff. Customers shall receive no credit allowance for the interruption of service which is due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer. The Customer should notify the Company when the Customer is aware of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission within Customer's control, or is not in wiring or equipment, if any, furnished by the Customer in connection with the Company's Services.
- 2.6.2. No credit is allowed in the event service must be interrupted in order to provide routine service quality or related investigations.
- 2.6.3. No credit shall be allowed:
- 2.6.3.A. For failure of services or facilities of Customer; or
- 2.6.3.B. For failure of services or equipment caused by the negligence or willful acts of Customer.
- 2.6.4. Credit for an interruption shall commence after Customer notifies Company of the interruption and ceases when services have been restored.
- 2.6.5. Credits are applicable only to that portion of Service interrupted.

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- 2.6.6. For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.6.7. No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.6.8. The Customer shall be credited for an interruption of two hours or more at a rate of 1/720th of the monthly recurring charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula.

Credit Formula:

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

"A" = outage time in hours

"B" = total monthly charge for affected facility

2.7. Use of Service

- 2.7.1. The Services offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. Resellers and Rebillers must be certified through the FPSC. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than the Customer and only as set forth in Section 2.3. The Customer shall not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the Company or others.
- 2.7.2. Service furnished by the Company may be arranged for joint or authorized use. The Authorized User shall be permitted to use such Service in the same manner as the Customer, but subject to the following:
- 2.7.2.A. Authorized User must be designated as the Customer.
- 2.7.2.B. All charges for the Service will be computed as if the Service were to be billed to one Customer. Authorized User which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. In the event that the designated Customer fails to pay the Company, each Authorized User shall be liable to the Company for all charges incurred as a result of its use of the Company's Service.

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- 2.7.3. In addition to the other provisions in this Tariff, Customers reselling company Services shall be responsible for all interaction and interface with their own subscribers or customers. The provision of the Service will not create a partnership or joint venture between Company and Customer nor result in a joint communications Service offering to the Customers of either the Company or the Customer.
- 2.7.4. Service furnished by the Company shall not be used for any unlawful or fraudulent purposes.
- 2.7.5. The Customer will be billed directly by the LEC for certain Dedicated Access arrangements selected by the Customer for the provisioning of direct access arrangements. In those instances where the Company at the Customer's request may act as agent in the ordering of such arrangements, the Company will bill the Customer Local Access charges.

2.8. Payment and Billing

2.8.1. The following rules apply only to the Carrier's resold interexchange services and will govern payment and billing practices of the Carrier, unless inconsistent with any rule, order or regulation of the Commission. In the case of any inconsistency, the rule, order, or regulation of the Commission, or other provision of law, shall prevail.

2.8.1.A. Service is provided and billed on a billing cycle basis, beginning on the date that the service becomes effective. Billing is payable upon receipt. A late payment charge will accrue upon any unpaid past due balance.

2.8.1.B. The customer is responsible for payment of all charges for service and facilities furnished by the Carrier to the customer, as well as, all charges for services and facilities furnished by the Carrier to all persons using the customer's codes, premises, facilities, or equipment, with or without the knowledge or consent of the customer. The security of the customer's authorization codes, premises, switched access connections, and direct connect facilities is the sole responsibility of the customer. All calls placed using such direct connect facilities, authorization codes, premises, or switched access connections will be billed to, and must be paid by, the customer. Recurring and non-recurring charges are billed in arrears.

2.8.1.C. All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Carrier in writing within Ninety (90) Days after such bills are rendered.

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- 2.8.1.D. Carrier shall be entitled to revise bills previously rendered to adjust for previously un-billed service, or to adjust upward a bill previously rendered, for a period equivalent to the applicable contract law statute of limitations.
- 2.8.2. If a LEC has established or establishes a Special Access surcharge, the Company will bill the surcharge beginning on the effective date of such surcharge for Special Access arrangements presently in Service. The Company will cease billing the Special Access surcharge upon receipt of an Exemption Certificate or if the surcharge is removed by the LEC.
- 2.8.3. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- 2.9. Advance Payments
- 2.9.1. For customers whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges, as an advance payment for service. This will be applied against the next month's charges and if necessary, a new advance payment will be collected for the next month.
- 2.10. Deposits
- 2.10.1. The Company does not require a deposit from the customer.
- 2.11. Local Charges
- 2.11.1. In certain instances, customers may be subject to local telephone company charges or message unit charges to access the Carrier's terminal. Carrier is not responsible for any such local or message unit charges incurred by customer in gaining access to Carrier's terminal.
- 2.12. Assignment
- 2.12.1. The obligations set forth in this Tariff shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, provided, however, the Customer shall not assign or transfer its rights or obligations without the prior written consent of the Company.

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2.13. Tax and Fee Adjustments

2.13.1. All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.14. Timing of Calls

2.14.1. Long distance usage charges are based on the actual usage of the Company network. Chargeable time begins when a connection is established between the Calling Station and the Called Station. Chargeable time ends when either party "hangs up" thereby releasing the network connection.

2.15. Billing Increments

2.15.1. Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is sixty (60) seconds. In addition, unless otherwise specified in this Tariff, usage is measured thereafter in sixty (60) second increments and rounded to the next higher sixty (60) second period.

2.16. Minimum Call Completion Rate

2.16.1. A Customer can expect a call completion rate of not less than 90% during peak use periods for all services.

2.17. Method for Calculation of Airline Mileage

2.17.1. The airline mileage between two cities can be calculated using the Vertical (V) and Horizontal (H) coordinates of the serving wire centers associated with the Company's POP locations. The method for calculating the airline mileage is obtained by reference to AT&T's Tariff F.C.C. No. 10 in accordance with the following formula:

the square root of:
$$\frac{(V1-V2)^2 + (H1-H2)^2}{10}$$

2.18. Time of Day Rate Periods

2.18.1. Time of Day Rate Periods are determined by the time of day at the location of the Calling station.

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The rates shown in Section 4 apply as follows:

DAY: From 8:01 AM to 5:00 PM Monday - Friday

EVENING: From 5:01 PM to 11:00 PM Monday - Friday and Sunday

NIGHT/

WEEKEND: From 11:01 PM to 8:00 AM Everyday

 From 8:01 AM to 11:00 PM Saturday

 From 8:01 AM to 5:00 PM Sunday

2.19. Special Customer Arrangements

2.19.1. In cases where a Customer requests a special or unique arrangement which may include engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special Services not offered under this Tariff, the Company, at its option, may provide the requested Services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements, and made part of this tariff and subject to approval by FPSC.

2.20. Inspection

2.20.1. The Company may, upon notice, make such tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the Installation, operation or maintenance of Customer or the Company equipment. The Company may interrupt the Service at any time, without penalty to the Company, should Customer violate any provision herein.

2.21. Employee Concessions

2.21.1. The Company does not offer concessions to employees.

2.22. Rate Quotes

2.22.1. Rate quotes will be provided to end users from 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday by dialing (510) 985-1033.

2.23. Bad Check Charges

2.23.1. The Company charges Customers \$ 25.00 for checks that are returned.

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2.24. Per Call Billing Charges

2.24.1. The charges for all calls during a billing month will be totaled. If the total charge includes a fraction of a cent, the fraction is rounded to the next whole cent (e.g., \$4,101.345 would be rounded to \$4,101.35).

2.25. Special Contracts

2.25.1. Carrier may enter into contracts with end users such as hotels, or special categories of users, wherein additional discounts may be provided for volume use categories of users, wherein additional discounts may be provided for volume use or to reflect services performed for the Carrier by such users. These rates will be reflected in the tariff.

2.25.2. The Company will, from time to time, offer special contract and/or promotions to its customers, waiving certain charges. These promotions will be made part of this tariff and approved by the FPSC with specific starting and ending dates and under no circumstances run for longer than 90 days in any 12 month period.

2.26. Service Agreement

2.26.1. The name(s) of the customer(s) desiring to use the services must be set forth in the Service Agreement. An executed Service Agreement and letter of Agency is required to initiate service.

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3. DESCRIPTION OF SERVICES

3.1. Service Offerings

3.1.1. The Company offers WATS and MTS intrastate interexchange long distance service utilizing switched or dedicated access arrangements between the Customers Premises and the Company's facilities for call origination. Call termination is completed through a combination of Company facilities and LEC switched access arrangements.

3.2. Switched Inbound Service

3.2.1. Switched inbound service permits inward calling (via 800 codes) to a specific location utilizing premium switched, Feature Group D access on both ends.

3.3. Switched Outbound Service

3.3.1. Switched outbound services permits outward calling utilizing premium switched Feature Group D access on both the originating and terminating ends.

3.4. Dedicated Inbound Service

3.4.1. Dedicated inbound service permits inward calling (via 800 codes) to a specific location featuring the use of a dedicated, special access type connection on the terminating end. The Customer shall be responsible for all LEC charges in addition to the Recurring, Non-recurring and Usage charges set forth hereinafter.

3.5. Dedicated Outbound Service

3.5.1. Dedicated outbound service permits outward calling to stations in diverse service areas. Dedicated outbound service is distinguished from other services by the existence of a dedicated, special access connection on one end. The Customer shall be responsible for all LEC charges in addition to the Recurring, Non-recurring and Usage charges set forth hereinafter.

3.6. Calling Card Service

3.6.1. The Company's Calling Card Service permits Customers to place long distance calls utilizing Company issued Calling Cards for billing purposes.

3.7. Directory Assistance Service

3.7.1. Customer will be billed a per call charge for each directory assistance call. The directory assistance charge applies to each call regardless of whether the directory assistance bureau is able to furnish the requested telephone number.

3.8. Uncompleted Calls

3.8.1. There shall be no charges for uncompleted calls.

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4. RATES AND CHARGES

4.1. Usage Rates

4.1.1. The following are the maximum per minute usage charges which apply to all calls. These charges are in addition to the Non-recurring Charges and Recurring Charges referred to herein.

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4.2. Switched Inbound Usage Rates

4.2.1. **BASIC-** The Company requires eligible subscribers to agree to a monthly commitment to receive services available under the BASIC plan.

INTRASTATE
BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 18 Seconds	Additional 6 Seconds
All	0.0474	0.0158

INTRA-LATA
BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 6 Seconds
All	0.158	0.0158

4.2.2. **BRONZE-** The Company requires eligible subscribers to agree to a monthly commitment to receive services available under the BRONZE plan.

INTRASTATE
BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 18 Seconds	Additional 6 Seconds
All	0.0438	0.0146

INTRA-LATA
BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 6 Seconds
All	0.146	0.0146

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4.2.3. **SILVER-** The Company requires eligible subscribers to agree to a twelve (12) month term commitment to receive services available under the SILVER plan.

INTRASTATE
BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 18 Seconds	Additional 6 Seconds
All	0.0396	0.0132

INTRA-LATA
BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 6 Seconds
All	0.132	0.0132

4.2.4. **GOLD-** The Company requires eligible subscribers to agree to a twenty-four (24) month term commitment to receive services available under the GOLD plan.

INTRASTATE
BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 18 Seconds	Additional 6 Seconds
All	0.0363	0.0121

INTRA-LATA
BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 6 Seconds
All	0.121	0.0121

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4.2.5. **PLATINUM-** The Company requires eligible subscribers to agree to a thirty-six (36) month term commitment to receive services available under the PLATINUM plan.

INTRASTATE
BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 18 Seconds	Additional 6 Seconds
All	0.0321	0.0107

INTRA-LATA
BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 6 Seconds
All	0.107	0.0107

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4.3. Switched Outbound Usage Rates

4.3.1. **BASIC-** The Company requires eligible subscribers to agree to a monthly commitment to receive services available under the BASIC plan.

INTRASTATE
BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 18 Seconds	Additional 6 Seconds
All	0.0441	0.0147

INTRA-LATA
BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 6 Seconds
All	0.147	0.0147

4.3.2. **BRONZE-** The Company requires eligible subscribers to agree to a monthly commitment to receive services available under the BRONZE plan.

INTRASTATE
BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 18 Seconds	Additional 6 Seconds
All	0.0408	0.0136

INTRA-LATA
BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 6 Seconds
All	0.136	0.0136

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4.3.3. **SILVER-** The Company requires eligible subscribers to agree to a twelve (12) month term commitment to receive services available under the SILVER plan.

INTRASTATE
BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 18 Seconds	Additional 6 Seconds
All	0.0366	0.0122

INTRA-LATA
BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 6 Seconds
All	0.122	0.0122

4.3.4. **GOLD-** The Company requires eligible subscribers to agree to a twenty-four (24) month term commitment to receive services available under the GOLD plan.

INTRASTATE
BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 18 Seconds	Additional 6 Seconds
All	0.0339	0.0113

INTRA-LATA
BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 6 Seconds
All	0.113	0.0113

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4.3.5. **PLATINUM**- The Company requires eligible subscribers to agree to a thirty-six (36) month term commitment to receive services available under the PLATINUM plan.

INTRASTATE
BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 18 Seconds	Additional 6 Seconds
All	0.0315	0.0105

INTRA-LATA
BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 6 Seconds
All	0.105	0.0105

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4.4. Dedicated Inbound Usage Rates

4.4.1. **BASIC-** The Company requires eligible subscribers to agree to a monthly commitment to receive services available under the BASIC plan.

INTRASTATE
BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 18 Seconds	Additional 6 Seconds
All	0.0282	0.0094

INTRA-LATA
BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 6 Seconds
All	0.094	0.0094

4.4.2. **BRONZE-** The Company requires eligible subscribers to agree to a monthly commitment to receive services available under the BRONZE plan.

INTRASTATE
BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 18 Seconds	Additional 6 Seconds
All	0.0261	0.0087

INTRA-LATA
BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 6 Seconds
All	0.087	0.0087

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4.4.3. **SILVER-** The Company requires eligible subscribers to agree to a twelve (12) month term commitment to receive services available under the SILVER plan.

INTRASTATE
BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 18 Seconds	Additional 6 Seconds
All	0.0234	0.0078

INTRA-LATA
BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 6 Seconds
All	0.078	0.0078

4.4.4. **GOLD-** The Company requires eligible subscribers to agree to a twenty-four (24) month term commitment to receive services available under the GOLD plan.

INTRASTATE
BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 18 Seconds	Additional 6 Seconds
All	0.0216	0.0072

INTRA-LATA
BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 6 Seconds
All	0.072	0.0072

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4.4.5. **PLATINUM-** The Company requires eligible subscribers to agree to a thirty-six (36) month term commitment to receive services available under the PLATINUM plan.

INTRASTATE
BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 18 Seconds	Additional 6 Seconds
All	0.0201	0.0067

INTRA-LATA
BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 6 Seconds
All	0.067	0.0067

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4.5. Dedicated Outbound Usage Rates

4.5.1. **BASIC-** The Company requires eligible subscribers to agree to a monthly commitment to receive services available under the BASIC plan.

INTRASTATE
BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 18 Seconds	Additional 6 Seconds
All	0.027	0.009

INTRA-LATA
BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 6 Seconds
All	0.09	0.009

4.5.2. **BRONZE-** The Company requires eligible subscribers to agree to a monthly commitment to receive services available under the BRONZE plan.

INTRASTATE
BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 18 Seconds	Additional 6 Seconds
All	0.0249	0.0083

INTRA-LATA
BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 6 Seconds
All	0.083	0.0083

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4.5.3. **SILVER-** The Company requires eligible subscribers to agree to a twelve (12) month term commitment to receive services available under the SILVER plan.

INTRASTATE
BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 18 Seconds	Additional 6 Seconds
All	0.0225	0.0075

INTRA-LATA
BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 6 Seconds
All	0.075	0.0075

4.5.4. **GOLD-** The Company requires eligible subscribers to agree to a twenty-four (24) month term commitment to receive services available under the GOLD plan.

INTRASTATE
BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 18 Seconds	Additional 6 Seconds
All	0.0207	0.0069

INTRA-LATA
BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 6 Seconds
All	0.069	0.0069

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4.5.5. **PLATINUM-** The Company requires eligible subscribers to agree to a thirty-six (36) month term commitment to receive services available under the PLATINUM plan.

INTRASTATE
BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 18 Seconds	Additional 6 Seconds
All	0.0186	0.0062

INTRA-LATA
BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 6 Seconds
All	0.062	0.0062

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4.6. Calling Card Usage Rates

MONTHLY- The Company requires eligible subscribers to agree to a monthly commitment to receive services available under the MONTHLY plan.

BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 60 Seconds
All	\$0.1400	\$0.1400

TERM- The Company does not require subscribers to agree to term commitment to receive services available under the TERM plan.

BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 60 Seconds
All	\$0.1190	\$0.1190

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4.7. Directory Assistance Service

- 4.7.1. Customers will access the Directory Assistance of the underlying Network provider. If an entity other than the company (e.g., another carrier or a supplier) imposes charges on the Company in connection with a Service that entity's charges will be passed through to the Customer also.
- 4.7.1. The Company offers directory assistance at \$0.50 per call.

4.8. Recurring Charges

- 4.8.1. Customers will incur the following monthly Recurring Charges:

	<u>SWITCHED ACCESS</u>	<u>DEDICATED ACCESS</u>
Per 800/888 Number	\$ 1.00	\$ 1.00
Accounting Codes(non-verified)	\$ 10.00	\$ 10.00
Authorization Codes/BTN (verified)	\$ 20.00	\$ 20.00

4.9. Non-recurring Charges

- 4.9.1. Customers will incur the following Non-recurring Charges:

	<u>SWITCHED ACCESS</u>	<u>DEDICATED ACCESS</u>
Authorization Code change/add/delete	\$ 5.00	\$ 5.00
Set and Installation Charge	0	ICB

4.10. Hearing/Speech Impaired Provisions

- 4.10.1. For purposes of this tariff, the definitions of impaired refers to those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

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4.10.2. Residential impaired customers or impaired members of a customer's household, upon written application and upon certification of their impaired status, which is evidenced by either a certificate from a physician, health care official, or state agency, or a diploma from an accredited educational institution for the impaired, may receive a discount off their message toll service rates, and, if they utilize telebraile devices, they may receive free access to local and intrastate long distance directory assistance. Additionally, TDD lines maintained by nonprofit organizations and governmental agencies, upon written application and verification that such lines maintained for the benefit of the impaired may receive a discount off their message toll service rates.

4.11. Special Rates for Handicapped Customers

4.11.1. Below are Sections of the Florida Rules concerning handicapped hearing/speech impaired persons and discounts on toll calls using the telecommunications relay service.

4.11.1.A. Hearing/Speech Impaired Persons: Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

4.11.1.B. Operation of Telecommunications Relay Service: For intrastate toll calls received from the relay service, the Company shall discount relay service calls by 50 percent off of the otherwise applicable rate for a voice nonrelay call except that were either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent off of the otherwise applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges, such as a credit card surcharge. In the case of a tariff which includes either a discount based on number of minutes or the purchase of minutes in blocks, the discount shall be calculated by discounting the minutes of relay use before the tariffed rate is applied."

4.11.1.C. Directory Assistance Charges for Handicapped Persons: Pursuant to Florida Public Service Commission Rules and Regulations, Company will not charge for the first 50 directory assistance calls made each month by a handicapped person. The Company shall charge the prevailing tariff rates for every call in excess of 50 within a billing cycle.

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4.12. Payphone Use Service Charge

4.12.1. A Payphone Use Service Charge applies to each completed interLATA and intraLATA non-sent paid message made over a pay phone owned by a utility or Customer Owned Pay Telephone (COPT) Service. This includes calling card service, collect calls, calls billed to a third number, completed calls to Directory Assistance and Prepaid Card Service calls. This charge is collected on behalf of the pay phone owner. All Customers will pay the Company a per call service charge of \$0.35.

4.13. Late Charge

4.13.1. A late payment charge of 1.5% will apply to any unpaid past due balance.

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EXHIBIT C

Meet Our Management

Joseph Karwat, President

Mr. Karwat founded Moving Bytes - Digital Media Services (as E-Fax Communications and then Exstream Data) and has served as President since that time. Prior to founding this side of the company, he was a product development manager for the FaxPlus Corporation. He has also held product development and management positions with PNC Financial and Bank of America. During his banking career, Mr. Karwat led the development and/or market introduction of numerous interactive on-line banking systems. Mr. Karwat holds an MBA in Finance from Boston University, and a BA in Economics from the University of Buffalo.

Thomas Goren Chief Financial Officer

Mr. Goren in 1999 joined Moving Bytes as Chief Financial Officer of Moving Bytes. Mr. Goren brings twenty-one years of experience as a CPA and MBA to the position, including fourteen years in public accounting with experience in Big Five, regional firm and owner of his own CPA firm. Mr. Goren earned an MBA in Taxation at Golden Gate University and a BA in Finance and Accounting from Michigan State University. He is a Certified Public Accountant.

EXHIBIT D

INCOME STATEMENT

FOR THE 6 PERIODS ENDED JUNE 30, 2001

	PERIOD TO DATE		YEAR TO DATE	
	ACTUAL	PERCENT	ACTUAL	PERCENT
REVENUES				
Switched Usage Revenue	\$224,155.16	62.6 %	1,403,567.98	63.8
Dedicated Usage Revenue	44,371.58	12.4	260,755.64	11.9
Dedicated Monthly Revenue	17,238.76	4.8	103,053.81	4.7
Frame Relay	1,974.00	.6	11,844.00	.5
DSL Revenue	668.00	.2	6,707.85	.3
Other Monthly Recurring Revenue	8,448.10	2.4	50,494.71	2.3
Other Monthly Non-Recurring Revenue	2,301.00	.6	16,511.34	.8
Conference Revenue	2,032.53	.6	14,576.89	.7
PICC Revenue	58,050.69	16.2	350,268.67	15.9
Late Charges	2,116.84	.6	12,660.46	.6
Customer Credits and Discounts	(3,746.12)	(1.0)	(34,157.43)	(1.6)
Miscellaneous Revenue	335.00	.1	4,191.20	.2
TOTAL REVENUES	357,945.54	100.0	2,200,475.12	100.0
COST OF GOODS SOLD				
Switched Usage Charges	133,919.79	37.4	823,856.80	37.4
Dedicated Monthly Charges	29,776.71	8.3	180,216.01	8.2
Frame Relay Charges	2,137.49	.6	12,465.93	.6
DSL Charges	1,902.24	.5	7,857.95	.4
Monthly Recurring Charges	11,776.40	3.3	71,975.17	3.3
Monthly Non-Recurring Charges	3,267.30	.9	11,538.85	.5
Conference Charges	1,287.03	.4	8,578.57	.4
PICC Charges	2,568.02	.7	15,955.61	.7
Sales Commissions - Interconnect	30,335.26	8.5	159,672.09	7.3
OCA Charges	11,267.02	3.1	66,569.30	3.0
Postage-Fulfillment	964.94	.3	4,856.73	.2
Credit Checks	.00	.0	1,231.73	.1
Collection Fees	18.75	.0	81.25	.0
Telecom Utility Taxes	1,000.00	.3	6,483.41	.3
Miscellaneous COS	.00	.0	2,833.13	.1
TOTAL COST OF GOODS SOLD	230,220.95	64.3	1,374,172.53	62.4
GROSS MARGIN	127,724.59	35.7	826,302.59	37.6
PENSES				
Salaries - Base	18,408.80	5.1	125,110.86	5.7
Salaries - other	100.00	.0	1,100.00	.1
Payroll Load	3,098.00	.9	20,692.12	.9
Employee Benefits - Cafeteria	.00	.0	34.27	.0
Employee Benefits - Transportation	.00	.0	900.00	.0
Employee Benefits	.00	.0	278.00	.0
Consultants	.00	.0	11,020.00	.5
Outside Services	.00	.0	16,694.99	.8
Legal	596.81	.2	2,490.14	.1
Income Tax Compliance	1,000.00	.3	.00	.0

INCOME STATEMENT

FOR THE 6 PERIODS ENDED JUNE 30, 2001

	PERIOD TO DATE		YEAR TO DATE	
	ACTUAL	PERCENT	ACTUAL	PERCENT
EXPENSES (Continued)				
Advertising	\$.00	.0 %	167.97	.0
Marketing	.00	.0	3,836.56	.2
Bank Charges	527.29	.1	2,815.49	.1
Computer Repairs	.00	.0	37.80	.0
Printing Fees	.00	.0	1,070.00	.0
Insurance - Workers Comp	.00	.0	(728.83)	.0
Miscellaneous	.00	.0	952.22	.0
Supplies	.00	.0	(5.00)	.0
Postage	.00	.0	135.15	.0
Printing & Stationery	.00	.0	666.08	.0
Telephone - General	2,126.92	.6	5,716.79	.3
Telephone - Cellular	.00	.0	2,091.70	.1
Telephone - Pager	.00	.0	(308.36)	.0
Transportation - Local	123.90	.0	1,246.65	.1
Trucking & Tolls	46.00	.0	518.25	.0
Travel - Mileage	35.25	.0	35.25	.0
Travel - Air	162.50	.0	2,602.00	.1
Travel - Hotels	362.17	.1	3,150.68	.1
Travel - Misc	136.52	.0	983.94	.0
Business Meals	62.69	.0	605.27	.0
Administrative Expense-Ecom	89,157.16	24.9	479,120.89	21.8
Expenses - State & Local	.00	.0	800.00	.0
TOTAL EXPENSES	115,944.01	32.4	683,830.88	31.1
NET INCOME FROM OPERATIONS	11,780.58	3.3	142,471.71	6.5
OTHER INCOME & EXPENSE				
Investment Income	.00	.0	1,571.74	.1
TOTAL OTHER INCOME & EXPENSE	.00	.0	1,571.74	.1
EARNINGS BEFORE INCOME TAX	11,780.58	3.3	144,043.45	6.5
NET INCOME (LOSS)	\$11,780.58	3.3 %	144,043.45	6.5

ASSETS

CURRENT ASSETS

WFB Operating	\$(6,410.91)
WFB MBB New Account	(67,570.85)
Wells Fargo - Telecom Tax Acct	28,355.77
Acct Rec - Trade	700,858.45
Allow for Doubtful Accts	(26,628.00)
Bad Debt Recoveries	(1,991.25)
A/R - A/P Clearing	(1,190.20)
Due From (to) Ecom	(134,849.95)
Due From (to) Ecom	(284,764.02)
Prepaid Other	1,472.98
Prepaid Telecom	(3,857.03)

TOTAL CURRENT ASSETS

203,424.99

TOTAL ASSETS

\$203,424.99

LIABILITIES AND EQUITY

CURRENT LIABILITIES

Accounts Payable - Trade	\$406,501.11
Accrued Acct Payable	(8,665.83)
Refundable Customer Deposits	4,298.52
Accrued Vacation	6,672.37
Telecom Taxes - Fed	26,173.49
Telecom Taxes - Univ Serv Fund	39,365.39
Telecom Taxes - High Cost B	(42,463.81)
Telecom Taxes - State & Local	8,218.33
Telecom Taxes - Misc	127.27

TOTAL CURRENT LIABILITIES

440,226.84

TOTAL LIABILITIES

440,226.84

SHAREHOLDERS' EQUITY

Common Stock - Par	993,700.00
Retained Earnings - Prior	(1,374,545.30)
RETAINED EARNINGS-CURRENT YEAR	144,043.45

TOTAL SHAREHOLDERS' EQUITY

(236,801.85)

TOTAL LIABILITIES AND EQUITY

\$203,424.99