

KELLEY DRYE & WARREN LLP

A LIMITED LIABILITY PARTNERSHIP

1200 19<sup>TH</sup> STREET, N.W.

SUITE 500

WASHINGTON, D.C. 20036

(202) 955-9600

ORIGINAL

FACSIMILE

(202) 955-9792

www.kelleydrye.com

DIRECT LINE: (202) 887-1228

EMAIL: LBaheri@kelleydrye.com

NEW YORK, NY  
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MANILA, THE PHILIPPINES  
MUMBAI, INDIA  
TOKYO, JAPAN

June 14, 2002

VIA UPS

Ms. Blanca Bayo  
Commission Clerk & Administrative Services Director  
Florida Public Service Commission  
2540 Shuman Oak Blvd.  
Tallahassee, Florida 32399-0850

020535-TP

Re: Application of Xspedius management Co. Switched Services, LLC for  
Transfer of an Existing Certificate

Dear : Ms. Bayo

Enclosed, please find an original and six copies of the above referenced  
Application. Please date-stamp the additional copy enclosed and return in the date-stamped  
envelope enclosed. If you have any questions, please do not hesitate to contact be at (202) 887-  
1228.

Sincerely,

Leila M. Baheri

This claim of confidentiality was filed by or on behalf of a "telco"  
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**\*\* FLORIDA PUBLIC SERVICE COMMISSION \*\***

**DIVISION OF COMMUNICATIONS**  
**BUREAU OF SERVICE EVALUATION**

**APPLICATION FORM**  
**for**  
**AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICE**  
**WITHIN THE STATE OF FLORIDA**

---

Instructions

- A. This form is used as an application for an original certificate and for approval of assignment or transfer of an existing certificate. In case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Appendix A).
- B. Print or Type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- C. Use a separate sheet for each answer which will not fit the allotted space.
- D. 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 Shuman 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 certificated company.

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

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

---

FORM PSC/CMU 31 (6/98)

Required by Commission Rule Nos. 25.24-470, 25-24.471, and 25.24.473.

1. This is an application for (check one):

**Original certificate** (new company).

**Approval of transfer of existing certificate:**

Example, a certificated company purchases an existing certificated company and desires to retain the authority of both certificates.

**Approval of assignment of existing certificate:**

Example, a non-certificated company purchases an existing company and desires to retain the certificate of authority rather than apply for a new certificate.

**Approval for transfer of control:** Example, a

company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of company:

Xspedius Management Co. Switched Services, LLC (“Xspedius”)

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

Xspedius Management Co. Switched Services, LLC

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

P.O. Box 116  
O’Fallon, MO 63366-1116

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

Xspedius Management Co. Switched Services, LLC c/o CSC 1406 Hays Street, Suite 2  
Tallahassee, FL 32301

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 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:

**Name:** Not applicable

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_ **Fax No.:** \_\_\_\_\_

**Internet E-Mail Address:** \_\_\_\_\_

**Internet Website Address:** \_\_\_\_\_

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

- (a) **The Florida Secretary of State Corporate**  
**Registration number:** Not applicable

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

- (a) **The Florida Secretary of State Corporate**  
**Registration number:** Applicant is currently seeking authorization and will provide this information as soon as it is available.

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

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

- (a) **The Florida Secretary of State**  
**registration number:** Not applicable

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

Name: Not applicable

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Internet E-Mail Address: \_\_\_\_\_

Internet Website Address: \_\_\_\_\_

14. **If a foreign limited partnership**, provide proof of compliance with the foreign limited partnership statute (Chapter 620.0169, FS), if applicable.

(a) **The Florida registration number:** not applicable

15. Provide **FEID Number** (if applicable): To be provided

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: Not applicable

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Internet E-Mail Address: \_\_\_\_\_

Internet Website Address: \_\_\_\_\_

(c) How is this information provided?

Not applicable

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

(a) The application;

**Name:** Leila M. Baheri

**Title:** Attorney

**Address:** Kelley Drye & Warren LLP, 1200 19<sup>th</sup> Street, N.W. Suite 500

**City/State/Zip:** Washington, D.C. 20036

**Telephone No.:** (202) 887-1228 **Fax No.:** (202) 955-9792

**Internet E-Mail Address:** lbaheri@kelleydrye.com

**Internet Website Address:** www.kelleydrye.com

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

**Name:** Chad Pifer

**Title:** Director Regulatory & Legal Affairs

**Address:** 901 Lakeshore Drive, Floor 2

**City/State/Zip:** Lake Charles, LA 70601

**Telephone No.:** (337) 312-5240 **Fax No.:** (337) 310-2976

**Internet E-Mail Address:** Not Applicable

**Internet Website Address:** Not Applicable

(c) Complaints/Inquiries from customers:

**Name:** Chad Pifer

**Title:** Director Regulatory & Legal Affairs

**Address:** 901 Lakeshore Drive, Floor 2

**City/State/Zip:** \_\_\_\_\_

**Telephone No.:** (337) 312-5240 **Fax No.:** (337) 310-2976

**Internet E-Mail Address:** Customers may contact the Company via the Internet Website Address provided below. Not Applicable

**Internet Website Address:** \_\_\_\_\_

18. List the states in which the applicant:

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

None. \_\_\_\_\_

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

None. \_\_\_\_\_

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

None. \_\_\_\_\_

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

None. \_\_\_\_\_

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

None. \_\_\_\_\_

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

None. \_\_\_\_\_



19. 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.

None of Xspedius' officers, directors or any of its ten largest shareholders previously have been adjudged bankrupt, mentally incompetent, or found guilty of any felony or crime. No proceedings are pending.

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

Information to be provided.

20. 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.  **800 Service (Toll free)**
- g.  **WATS type service (Bulk or volume discount)**  
 Method of access is via dedicated facilities  
 Method of access is via switched facilities
- h.  **Private Line services (Channel Services)**  
(For ex. 1.544 mbs., DS-3, etc.)
- i.  **Travel Service**  
 Method of access is 950  
 Method of access is 800
- j.  **900 service**
- k.  **Operator Services**  
 Available to presubscribed customers  
 Available to non presubscribed customers (for example to patrons of hotels, students in universities, patients in hospitals).  
 Available to inmates
- l. **Services included are:**  
 Station assistance  
 Person-to-person assistance  
 Directory assistance  
 Operator verify and interrupt  
 Conference Calling

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

See Exhibit A.

22. Submit the following:

**A. Financial capability.**

The application **must 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 must be signed by the applicant's chief executive officers and chief financial officer **affirming that the financial statements are true and correct and must 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) **must be provided:**

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

**Please see *Exhibit B* for information regarding Xspedius' financial capacity, filed under seal.** Xspedius, through its parent company Xspedius Management Co., LLC has the requisite financial qualifications to provide telecommunications services in Florida. Attached and incorporated herein by reference is filed *under seal Exhibit B* the *Pro Forma* Balance Sheet of Xspedius Management Co., LLC, for the period ending June 1, 2002. Because Xspedius and Xspedius Management Co., LLC are privately owned limited liability companies, Xspedius requests confidential treatment of its financial information. As a privately held company, Xspedius does not issue annual reports or submit any financial filings with the United States Securities and Exchange Commission, and is not under any obligation to prepare or release public financial statements and ownership information. Because public disclosure of this financial information would result in significant competitive and business harm to Xspedius, confidential treatment of Xspedius Management Co., LLC's financial data is appropriate.

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

**Descriptions of the technical and managerial experience Xspedius' key personnel are attached as *Exhibit C*.**

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

**Please see *Exhibit C* appended hereto.**



**\*\* APPENDIX A \*\***

**CERTIFICATE TRANSFER OR ASSIGNMENT STATEMENT**

I, (Name) James C. Falvey,

(Title) Senior Vice President of

(Name of Company) e.spire Communications, Inc. and current holder of Florida Public Service

Commission Certificate # 5339, have reviewed this application and join in the petitioner's request for a

transfer

assignment

of the above-mentioned certificate.

**UTILITY OFFICIAL:**        **N/A**

James C. Falvey, See attached verification  
Signature

June 14, 2002  
Date

Senior Vice President, e.spire Communications  
Title

(301) 361-4298  
Telephone No.

Address: 7125 Gateway Drive, Suite 200

(301) 361-4277  
Fax No.

Columbia, MD 21046

**\*\* APPENDIX B \*\***

**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 check one): *Information to be provided.*

- ( )            **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:**

Mark W. Senda see attached verification  
Signature

June 14, 2002  
Date

CEO  
Title

Telephone No.

Address: Xspedius Management Co., LLC

O'Fallon, MO 63366-1116

Fax No.

**\*\* APPENDIX C \*\***

**INTRASTATE NETWORK**

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

- |    |    |
|----|----|
| 1) | 2) |
| 3) | 4) |

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

- |    |    |
|----|----|
| 1) | 2) |
| 3) | 4) |

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

	<u>POP-to-POP</u>	<u>TYPE</u>	<u>OWNERSHIP</u>
1)	Not applicable		
2)			

4. **ORIGINATING SERVICE:** Please provide the list of exchanges where you are proposing to provide originating service within thirty (30) days after the effective date of the certificate (Appendix D).

**Xspedius seeks authority to originate interexchange telecommunications service throughout the State of Florida.**

5. **TRAFFIC RESTRICTIONS:** Please explain how the applicant will comply with the EAFA requirements contained in Commission Rule 25-24.471 (4) (a) (copy enclosed).

**Xpedius initially proposes to provide interexchange service on a resale basis. The certificated carriers from which Broadview purchases services for resale will be responsible for complying with Commission Rule 25-24-.471(4)(a). When, and if, Xspedius deploys its own facilities-based interexchange service, it will do so in a manner that recognizes that “the local exchange company shall be the sole carrier for 0+ local, 0- local and 0- intraLATA toll calls dialed by end users.” Xspedius will “not change or augment the dialing pattern of end users for such calls.” Xspedius will only provide intraLATA toll services to end users who have selected Xspedius as their presubscribed interexchange carrier or who dial access code (either 950, 800 or 1010XXX).**



**\*\* APPENDIX D \*\***

**CURRENT FLORIDA INTRASTATE SERVICES**

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

If the answer is has, fully describe the following:

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

Not applicable

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

Not applicable

**UTILITY OFFICIAL:**

Mark W. Senda see attached verification  
Signature

June 14, 2002  
Date

CEO  
Title

Telephone No.

Address: Xspedius Management Co., LLC

Fax No.

O'Fallon, MO 63366-1116

**\*\*APPENDIX E\*\***

**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 capability, 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:**

Mark W. Senda see attached verification

June 14, 2002

Signature

Date

CEO

Title

Telephone No.

Address:

Xspedius Management Co., LLC

Fax No.

O'Fallon, MO 63366-1116

Parish  
County of Calcasieu )  
State of Louisiana )

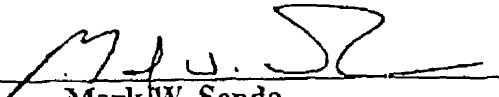
VERIFICATION OF  
MARK W. SENDA

I, Mark W. Senda, being duly sworn upon oath, do hereby depose and state as follows:

1. My name is Mark W. Senda. I am employed by Xspedius Management Co., LLC ("Xspedius") as Chief Executive Officer. My business address is Xspedius Management Co., LLC, P.O. Box 1116, O'Fallon, MO 63366-1116. I am authorized by Xspedius to make this Verification on its behalf.

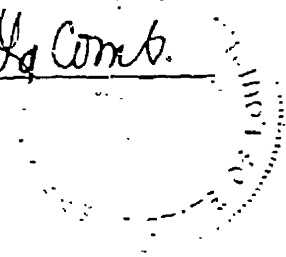
2. I declare that I have read the foregoing document and that the facts and any matters stated therein are true to the best of my knowledge, information, and belief.

FURTHER AFFIANT SAYETH NOT.

  
Mark W. Senda

SUBSCRIBED AND SWORN TO BEFORE ME this 14 day of June, 2002.

  
Notary Public



**EXHIBIT A**

**PROPOSED TARIFF**

**FLORIDA TELECOMMUNICATIONS TARIFF**

**Xspedius Management Co., LLC  
7125 Columbia Gateway Drive, Suite 200  
Columbia, Maryland 21046**

Rules and regulations applicable for furnishing of Intrastate Interexchange Services by Xspedius Management Co. Switched Services, LLC between one or more points in the State of Florida as authorized by the Florida Public Service Commission. This tariff is on file with the Florida Public Service Commission and may be inspected during regular business hours. Copies also may be inspected during regular business hours at by Xspedius Management Co. Switched Services, LLC's principal place of business, 133 National Business Parkway, Suite 200, Annapolis Junction, MD 20701.

**Issued:**

**Effective:**

**Issued By: James C. Falvey  
Sr. VP – Regulatory Affairs  
Xspedius Management Co., LLC  
7125 Columbia Gateway Drive, Suite 200  
Columbia, Maryland 21046**

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**Issued:**

**Issued By:** James C. Falvey  
Sr. VP – Regulatory Affairs  
Xpedius Management Co., LLC  
7125 Columbia Gateway Drive, Suite 200  
Columbia, Maryland 21046

**Effective:**

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Issued:

Effective:

Issued By: James C. Falvey  
 Sr. VP – Regulatory Affairs  
 Xspedius Management Co., LLC  
 7125 Columbia Gateway Drive, Suite 200  
 Columbia, Maryland 21046

**CHECK SHEET**

Pages 1-52 inclusive of this Tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original Tariff in effect on the date indicated.

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20	1st Revised	50	3rd Revised
21	1st Revised	51	1st Revised
22	1st Revised	52	3rd Revised *
23	1st Revised		
24	1st Revised		
25	1st Revised		
26	1st Revised		
27	1st Revised		
28	1st Revised		
29	1st Revised		
30	1st Revised		

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**Issued By: James C. Falvey**  
**Sr. VP – Regulatory Affairs**  
**Xspedius Management Co., LLC**  
**7125 Columbia Gateway Drive, Suite 200**  
**Columbia, Maryland 21046**



SYMBOLS

The following are the only 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 One 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

**Issued:**

**Issued By:** James C. Falvey  
Sr. VP – Regulatory Affairs  
Xspedius Management Co., LLC  
7125 Columbia Gateway Drive, Suite 200  
Columbia, Maryland 21046

**Effective:**

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**TARIFF FORMAT**

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new pages occasionally are added to the tariff. When a new page is added between pages already in effect, a decimal is added to the page number. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff page 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.3(i).(1).
- D. Check Sheets - When a tariff filing is made with the Commission an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated on the check sheet by an asterisk(\*). There will be no other symbols used on the check sheet 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 Commission.

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**Issued By: James C. Falvey  
Sr. VP – Regulatory Affairs  
Xspedius Management Co., LLC  
7125 Columbia Gateway Drive, Suite 200  
Columbia, Maryland 21046**

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**SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS**

Authorized User - Any person, firm, corporation or other entity accessing or utilizing the services furnished by the Company to the Customer.

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

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

Call: A completed connection between the calling and the called station.

Calling Station: The telephone number from which a call originates.

Called Station: The telephone number called.

Commission - Florida Public Service Commission.

Common Carrier - A company or entity providing telecommunications services to the public.

Company - ACSI Local Switched Services, Inc. d/b/a e-spire Communications, Inc. (T)

Customer - A person, firm, corporation, partnership or other entity, including affiliates or divisions of the Customer, responsible for payment of charges to the Company and compliance with all terms and conditions of this tariff.

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Sr. VP – Regulatory Affairs  
Xspedius Management Co., LLC  
7125 Columbia Gateway Drive, Suite 200  
Columbia, Maryland 21046

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**SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)**

Evening - The period of time from 5:00 p.m. to (but not including) 11:00 p.m., Sunday through Friday and any time during a Holiday, as measured by local time at the location from which the call is originated.

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 reflections to a receiver, which translates a message.

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Non-Peak - The period of time from 11:00 p.m. to (but not including) 8:00 a.m., Monday through Friday, any time on Saturday and all day Sunday, except 5:00 p.m. to (but not including) 11:00 p.m., as measured by local time at the location from which the call is originated.

Peak - The period of time from 8:00 a.m. to (but not including) 5:00 p.m., Monday through Friday, as measured by local time at the location from which the call is originated.

Prepaid Calling Card - A calling card or other tangible item which (i) contains an Access Number or an access code, (ii) is supplied by the Company or its agent, and (iii) permits a User to use the Company's services up to an amount prepaid to the Company. Calls charged to a prepaid calling card will be debited against the amount the User has prepaid.

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.

User - Customer or any Authorized User.

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Sr. VP – Regulatory Affairs  
Xspedius Management Co., LLC  
7125 Columbia Gateway Drive, Suite 200  
Columbia, Maryland 21046**

**SECTION 2. RULES AND REGULATIONS**

**2.1 Undertaking of Company**

2.1.1 This tariff contains the regulations and rates applicable to intrastate long distance services provided by the Company. The Company's services are furnished subject to the availability of facilities and the terms and conditions of this tariff.

2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other Common Carrier for use in accessing the services of the Company.

**2.2 Limitations**

2.2.1 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.

2.2.2 The furnishing of service under this tariff is subject to the availability in 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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Sr. VP – Regulatory Affairs  
Xpedius Management Co., LLC  
7125 Columbia Gateway Drive, Suite 200  
Columbia, Maryland 21046**

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.3 Use and Availability of Service**

- 2.3.1 Service is furnished to the User for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other Users.
- 2.3.2 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.3.3 The Company does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- 2.3.4 The Company's services may be denied for nonpayment of charges provided the Customer receives 5 working days' written notice or for other violations of the terms and conditions set forth in this tariff.
- 2.3.5 The Company reserves the right to refuse service to individuals under the age of 18 and may require proof of age prior to initiating service.
- 2.3.6 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another is prohibited.
- 2.3.7 Service temporarily may be refused or limited because of system capacity limitations.
- 2.3.8 Service is subject to transmission limitations caused by natural (including atmospheric, geographic or topographic) or artificial conditions adversely affecting transmission.
- 2.3.9 Service to any or all Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations.

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**Issued By:** James C. Falvey  
Sr. VP – Regulatory Affairs  
Xspedius Management Co., LLC  
7125 Columbia Gateway Drive, Suite 200  
Columbia, Maryland 21046

**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.3 Use and Availability of Service (Cont'd)**

- 2.3.10 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.
- 2.3.11 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 the tariff. Customers also will be required to execute any other documents as may be reasonably requested by the Company.
- 2.3.12 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.

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Sr. VP – Regulatory Affairs  
Xpedius Management Co., LLC  
7125 Columbia Gateway Drive, Suite 200  
Columbia, Maryland 21046**

**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.4 Liability of the Company**

- 2.4.1 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, lockouts, work stoppages, or other labor difficulties.
- 2.4.2 The Company shall not be liable for (a) any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for interconnection with Network Services; or (b) for the acts or omissions of common carriers or warehousemen.
- 2.4.3 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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Sr. VP – Regulatory Affairs  
Xspedius Management Co., LLC  
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Columbia, Maryland 21046**



**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.4 Liability of the Company (Cont'd)**

- 2.4.4 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 2.4.4 as a condition precedent to such installations.
- 2.4.5 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.

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Sr. VP – Regulatory Affairs  
Xspedius Management Co., LLC  
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Columbia, Maryland 21046**

**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.4 Liability of the Company (Cont'd)**

2.4.6 The Company shall be indemnified, defended, held harmless by the Customer against 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.

2.4.7 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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Sr. VP – Regulatory Affairs  
Xpedius Management Co., LLC  
7125 Columbia Gateway Drive, Suite 200  
Columbia, Maryland 21046**

**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.5 Notification of Service-Affecting Activities**

2.5.1 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 cable damage, notification to the customer may not be possible.

**2.6 Provision of Equipment and Facilities**

2.6.1 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.

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Sr. VP – Regulatory Affairs  
Xpedius Management Co., LLC  
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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.6 Provision of Equipment and Facilities (Cont'd)**

- 2.6.2 The Company shall use reasonable efforts to maintain 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.
- 2.6.3 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.
- 2.6.4 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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Sr. VP – Regulatory Affairs  
Xspedius Management Co., LLC  
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Columbia, Maryland 21046**

**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.6 Provision of Equipment and Facilities (Cont'd)**

2.6.5 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:

- (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- (b) the reception of signals by Customer provided equipment.

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Xspedius Management Co., LLC  
7125 Columbia Gateway Drive, Suite 200  
Columbia, Maryland 21046**

**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.7 Ownership of Facilities**

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

**2.8 Prohibited Uses**

2.8.1 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.

2.8.2 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 Commission regulations, policies, orders, and decisions.

2.8.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

**2.9 Obligations of the Customer**

2.9.1 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;

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Sr. VP – Regulatory Affairs  
Xspedius Management Co., LLC  
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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.9 Obligations of the Customer (Cont'd)**

**2.9.1 (Cont'd)**

- (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) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Network Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.10.1(c). Any costs associated with 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 to, the Customer;
- (e) not creating or allowing any liens or other encumbrances to be placed on the Company's equipment or facilities.

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Sr. VP – Regulatory Affairs  
Xspedius Management Co., LLC  
7125 Columbia Gateway Drive, Suite 200  
Columbia, Maryland 21046

**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.10 Claims**

2.10.1 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 attorneys' 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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Sr. VP – Regulatory Affairs  
Xspedius Management Co., LLC  
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Columbia, Maryland 21046**



**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.10 Claims (Cont'd)**

- (c) 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's 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;
  
- (d) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be 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 under section 2.10.1(d); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any 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; and

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Sr. VP – Regulatory Affairs  
Xspedius Management Co., LLC  
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Columbia, Maryland 21046**

**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.11 Customer Equipment and Channels**

- 2.11.1 A Customer may transmit or receive information or signals via the facilities of the Company.
- 2.11.2 Customer provided terminal equipment on the Customer Premises, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer.
- 2.11.3 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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Sr. VP – Regulatory Affairs  
Xspedius Management Co., LLC  
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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.11 Customer Equipment and Channels (Cont'd)**

2.11.4 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Network Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

2.11.5 Network 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.

**2.12 Inspections**

2.12.1 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 2.11.3 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.

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Sr. VP – Regulatory Affairs  
Xspedius Management Co., LLC  
7125 Columbia Gateway Drive, Suite 200  
Columbia, Maryland 21046

**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.12 Inspections (Cont'd)**

2.12.2 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.

**2.13 Payment Arrangements**

**2.13.1 Payment for Service**

The Customer is responsible for the payment of all charges for services furnished by the Company to the Customer.

**2.13.1.A Taxes**

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of Network Services.

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Sr. VP – Regulatory Affairs  
Xspedius Management Co., LLC  
7125 Columbia Gateway Drive, Suite 200  
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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.13 Payment Arrangements (Cont'd)**

**2.13.1 Payment for Service (Cont'd)**

**2.13.1.B Term Payment Plan**

Customers that sign up for service for a three (3) year term will receive a five percent (5%) discount from the published monthly recurring rates. Customers that sign up for service for a five (5) year term will receive a ten percent (10%) discount from the published monthly recurring rates. Both term options are subject to the termination liability charges set forth in Section 2.14.1.C.

2.13.1.C A termination liability charge will be applicable for service rate elements provided under a term payment plan, as described in Section 2.14.1.B of this Tariff, that are disconnected prior to the end of the chosen service period. The termination liability charge is equal to the number of months remaining in the service period multiplied by fifty percent (50%) of the monthly rates for the rate elements disconnected.

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Sr. VP – Regulatory Affairs  
Xspedius Management Co., LLC  
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Columbia, Maryland 21046

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.13 Payment Arrangements (Cont'd)**

**2.13.2 Billing and Collection of Charges**

- 2.13.2.A The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.
- 2.13.2.B Non-recurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.
- 2.13.2.C The Company shall present invoices for Recurring Charges monthly to the Customer, on or about the first day of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice is mailed.
- 2.13.2.D 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 rata basis. For this purpose, every month is considered to have 30 days.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.13 Payment Arrangements (Cont'd)**

**2.13.2 Billing and Collection of Charges (Cont'd)**

2.13.2.E 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.

2.13.2.F If any portion of the payment is not received by the Company on or before the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then the Customer's account shall be delinquent, and a late payment penalty shall be due to the Company. The due date shall be no earlier than thirty (30) days after the Company's invoice is mailed. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor of 1.5%.

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Sr. VP – Regulatory Affairs  
Xspedius Management Co., LLC  
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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.13 Payment Arrangements (Cont'd)**

**2.13.3 Deposits**

2.13.3.A If a Customer cannot demonstrate satisfactory credit by reasonable means appropriate under the circumstances, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two twelfths of a Customer's estimated annual billings.

2.13.3.B 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 may, at its option, return the deposit or credit it to the Customer's account, but in no case shall the Company retain the deposit of a Customer who has made prompt and satisfactory payments to the Company for a period of twelve consecutive months.

2.13.3.C Deposits held will accrue interest at a rate based on the simple average interest rate for new issues of one year treasury bills computed over the one year period ending on the preceding first day of December.

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Sr. VP – Regulatory Affairs  
Xspedius Management Co., LLC  
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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.13 Payment Arrangements (Cont'd)**

**2.13.4 Discontinuance of Service**

- 2.13.4.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.
- 2.13.4.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.
- 2.13.4.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.

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Xspedius Management Co., LLC  
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Columbia, Maryland 21046

**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.13 Payment Arrangements (Cont'd)**

**2.13.4 Discontinuance of Service (Cont'd)**

2.13.4.D 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 upon 5 working days' written notice without incurring any liability.

**2.13.5 Cancellation of Application for Service**

2.13.5.A 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.

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Xspedius Management Co., LLC  
7125 Columbia Gateway Drive, Suite 200  
Columbia, Maryland 21046**

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.13 Payment Arrangements (Cont'd)**

**2.13.5 Cancellation of Application for Service (Cont'd)**

2.13.5.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).

2.13.5.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.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.13 Payment Arrangements (Cont'd)**

**2.13.6 Changes in Service Requested**

- 2.13.6.A 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.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.14 Contested Charges**

2.14.1 All bills are presumed accurate, and shall be binding on the Customer unless objection is received by the Company no more than thirty days (30) days after such bills are rendered. In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer may take the following course of action:

2.14.1.A First, the Customer may request, and the Company will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.)

2.14.1.B Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer may file an appropriate complaint with the Florida Public Service Commission. The address and toll-free number of the Commission is:

2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399  
(800) 342-3552

2.14.2 Billing inquiries may be directed to the Company at 1-800-831-0309.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.15 Allowances for Interruptions in Service**

2.15.1 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 2.15.2.A for the part of the service that the interruption affects.

**2.15.2 Credit for Interruptions**

2.15.2.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.

2.15.2.B For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rate, 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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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.15 Allowances for Interruptions in Service (Cont'd)**

**2.15.2 Credit for Interruptions (Cont'd)**

2.15.2.C A credit allowance will be given for interruptions of 15 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 15 minutes	None
15 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

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.15 Allowances for Interruptions in Service (Cont'd)**

**2.15.2 Credit for Interruptions (Cont'd)**

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

**2.15.3 Limitations on Allowances**

No credit allowance will be made for:

- (a) interruptions 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;

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.15 Allowances for Interruptions in Service (Cont'd)**

**2.15.3 Limitations on Allowances (Cont'd)**

- (b) interruptions 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;
- (c) interruptions due to the failure or malfunction of non- Company equipment;
- (d) interruptions 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) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) interruptions 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) interruption of service due to circumstances or causes beyond the control of Company.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.15 Allowances for Interruptions in Service (Cont'd)**

**2.15.4 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 equalling 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.

**2.16 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 2.15 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 2.13 all costs, fees and expenses reasonably incurred in connection with 1) all Non-Recurring charges reasonably expended by Company to establish service to Customer, plus 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus 3) all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.17 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

**2.18 Notices and Communications**

2.18.1 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.

2.18.2 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.

2.18.3 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.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.18 Notices and Communications (Cont'd)**

2.18.4 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.

**2.19 Individual Case Basis (ICB) Arrangements**

2.19.1 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. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

**2.20 Temporary Promotional Programs**

2.20.1 The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers. These promotions will be 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.

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**SECTION 3. DESCRIPTION OF SERVICE**

The regulations set forth in this section explain how to apply the rate table associated with the various services offerings described in Section 4.

**3.1 Timing of Calls**

3.1.1 Billing for calls placed over the Company's underlying carrier's network is based on the duration of the call. Timing begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answers, including answer supervision hardware by which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Timing ends when either party hangs up. There is no charge for an uncompleted call.

**3.2 Computation of Charges**

3.2.1 As set forth in Section 4, calls will be billed in increments of either: (i) an initial eighteen (18) second period and additional six (6) second periods; (ii) an initial thirty (30) second period and additional six (6) second periods; (iii) an initial sixty (60) second period and additional thirty (30) second periods; (iv) an initial one (1) minute period and additional one (1) minute periods; (T)  
or (v) an initial six (6) second period and additional six (6) second periods. (N)

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**Issued By:**

**Riley M. Murphy  
Secretary  
espire Communications, Inc.  
133 National Business Parkway, Suite 200  
Annapolis Junction, Maryland 20701**

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Sr. VP – Regulatory Affairs  
Xspedius Management Co., LLC  
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**SECTION 3. DESCRIPTION OF SERVICE (Cont'd)**

**3.3 Calculation of Distance**

- 3.3.1 Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communications Research in their NPA-NXX V&H Coordinates Tape and Bell's NECA Tariff No. 4.

Formula:

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

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**SECTION 3. DESCRIPTION OF SERVICE (Cont'd)**

**3.4 Minimum Call Completion Rate**

A Customer can expect a call completion rate of 99% during peak use periods for all FG D services (\*1+ dialing).

**3.5 Audio Conference Calling**

**3.5.1 Description of Service**

Audio Conference Calling service is an audio service that allows Customers to establish conference calls with individuals located at different sites. Customers may select among the following audioconferencing services when making a conference reservation:

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**SECTION 3. DESCRIPTION OF SERVICE (Cont'd)**

**3.5 Audio Conference Calling (Cont'd)**

**3.5.1 Description of Service (Cont'd)**

800 Attended- Using the 800 Attended option, each participant to the conference enters into the conference meeting using their pre-assigned conference telephone number. 800 Attended provides a “live” conference operator who will enter each participant into the conference meeting.

800 Unattended- The 800 Unattended option is designed for experienced conference users who do not require a “live” conference operator to greet and enter participants into audioconferencing meetings. Under this option, each participant will dial into their scheduled Unattended call, receive an electronic voice greeting and prompt to enter their pass code into the telephone keypad to enter their conference meeting.

Dial Out- The Dial Out option is available for meetings that require a conference operator to “dial out” to meeting participants at a scheduled meeting time. The Dial Out participant list is either verbally given when the conference reservation is made or the Customer may fax the list of conference participants.

Local Meet Me Attended- Under the Local Meet Me Attended option, the participant, using a local DID number, dials into the conference meeting using a pre-assigned conference telephone number. Personal 800 numbers also can be used for those who schedule Local Meet Me Attended conferences. The participant will be greeted by a conference operator and each will be asked for the conference password. Additional security information can be requested by the operator such as the participant’s name, or their employee number for high security conference meetings.

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**SECTION 3. DESCRIPTION OF SERVICE (Cont'd)**

**3.5 Audio Conference Calling (Cont'd)**

**3.5.1 Description of Service (Cont'd)**

Local Unattended- Under the Local Unattended option, the participant, using a local DID number, dials into the conference meeting using a pre-assigned conference telephone number. Local Unattended is designed for Customers who are comfortable with audio conference meetings and do not require a “live” conference operator to greet and enter them into the conference call. Each participant will dial into their scheduled Unattended call, receive an electronic voice and prompt to enter the passcode into the telephone keypad to enter their conference meeting.

Audio Conference Customer also may select among the following additional features:

Tape Recording  
Transcription  
Fax  
Tape Copes

**3.6 Post-Paid Calling Card**

**3.6.1 Description of Service**

Post-Paid Calling Card service enables Customers to make calls through the use of a long distance calling card. Charges incurred are billed to the Customer’s Accounts.

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**SECTION 3. DESCRIPTION OF SERVICE (Cont'd)**

**3.7 1+ Long Distance**

**3.7.1 Description of Service**

ACSI Long Distance is a long distance message telephone service provided between points located within the Commonwealth.

**3.8 Directory Assistance**

**3.8.1 Description of Service**

ACSI Directory Assistance is a service which provides Customers with access to telephone number information. Customers will incur a directory assistance charge regardless of whether the requested telephone number is listed in the Company's database.

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**SECTION 4. RATES**

**4.1 Audio Conference Calling**

**4.1.1 Billing Increments**

Audio Conference Calls are billed in initial one (1) minute increments and additional periods of one (1) minute. All Audio Conference calls are rounded up to the next full minute

**4.1.2 Rates**

**Audio Conference Calling Options**

800 Attended	\$ .55 per minute
800 Unattended	\$ .45 per minute
Dial Out	\$ .55 per minute
Local Meet Me Unattended	\$ .30 per minute
Local Unattended	\$ .25 per minute

**Features:**

The charges listed below are in addition to those listed for Audio Conference Calling.

Tape Recording	\$12.00 per 90 minutes
Transcription	\$50.00 per transcription hour
Fax	\$ .50 per page
Tape Copies	\$10 per tape

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**4. RATES (Cont'd)**

**4.2 Post-Paid Calling Card**

**4.2.1 Billing Increments**

Post-Paid Calling Card calls are billed in initial one (1) minute increments and additional periods of one (1) minute. All Post-Paid Calling Cards are rounded up to the next full minute.

**4.2.2 Rates**

Per Minute: \$0.20  
There is no service charge.

**4.3 1+ Long Distance**

**4.3.1 Billing Increments**

All ACSI Long Distance calls are billed in initial six (6) second increments and additional periods of six (6) seconds.

**4.3.2 Rates**

	<u>Peak</u>	<u>Off Peak</u>
Initial 6 seconds	\$0.0099	\$0.0099
Additional 6 seconds	\$0.0099	\$0.0099

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**4. RATES (Cont'd)**

**4.4 Directory Assistance**

**4.4.1 Billing Increments**

All ACSI Directory Assistance calls are billed on a per call basis.

**4.4.2 Rates**

\$0.8500 per call.

**4.5 Returned Check Charge**

Customers shall be assessed a returned check charge of \$25.00 for all checks returned due to insufficient funds.

**4.6 Discounts for Hearing Impaired Customers**

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between the TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and the night/weekend rate during the evening rate period. Discounts do not apply to surcharges or per call add on charges for operator service when the call is placed by a method that would normally incur the surcharge.

**4.7 Operator Assistance for Handicapped Persons**

Operator station surcharges will be waived for operator assistance provided to a caller who identified him or herself as being handicapped and unable to dial the call because of a handicap.

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**4. RATES (Cont'd)**

**4.8 Directory Assistance for Handicapped Persons**

There is no charge for Directory Assistance for calls from handicapped persons. Such persons must contact the Company for credit on their directory assistance calls.

**4.9 Toll Free Directory Assistance Listing**

A Directory Assistance listing charge applies to all 800/888 numbers requesting Toll Free Directory Assistance Listing.

	<b><u>Monthly Recurring</u></b>
Toll Free Directory Assistance Listing (each 800/888 number)	\$15.00

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**SECTION 4. RATES (Cont'd)**

**4.10 Switched Toll Free Service**

**4.10.1 Description of Service**

Switched Toll Free Service is a inbound 800/888 switched voice product that provides ACSI customers with the capability to receive toll free calls from anywhere within the Continental U.S. including Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands. Features of this Toll Free Service include Area Code Blocking, 800/888 Number Portability, Toll-Free Directory Assistance Listing.

ACSI offers inbound Toll Free Access to its Customers. Rates for these services vary by specific service offering; and/or time of day, day of week, type of access, volume, term of commitment. In addition, the Company offers Toll Free Directory Assistance listing and other miscellaneous features to Customers of its services.

Intrastate Toll Free services are provided for the origination of Toll Free telecommunications within the state. Rates for Toll Free services originating outside of the state are governed by ACSI Local Switched Services' FCC No. 1. Originating availability varies by service type and the Company reserves the right to limit its service origination to specific geographic areas.

All services are available 24 hours a day, seven days a week.

**4.10.2 Service Availability**

All ACSI inbound Toll Free services are available to Customers in any area of the U.S. mainland served by an equal access central office. Calls can be placed from any location in the U.S. mainland, Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands. ACSI Intrastate Toll Free services are available to Customers in the serving areas as defined in this tariff.

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**SECTION 4. RATES (Cont'd)**

4.10 Switched Toll Free Service(Cont'd)

4.10.3 Billing Increments

Charges are based on intervals of a minimum of 6 seconds and 6 second increments thereof. Rounding to the next highest increment requires the application of Minimum Billed Call increments.

4.10.4 Rate Periods

Applicable rate periods (Peak and Off-Peak) are indicated below:

Peak Period: Monday through Friday, 8:00 AM to 5:00 PM\*

Off-Peak Period: All days, 5:00 PM to 8:00 AM\*, Saturday and Sunday, 8:00 AM to 5:00 PM\*

For the following holidays the Off-Peak Rate Period rates apply, unless a lower rate would normally apply:

New Year's Day***	Labor Day**
Memorial Day**	Thanksgiving Day**
Independence Day***	Christmas Day***

4.10.5 Rates:

(Tampa & Jacksonville)				(T)
<u>800/888 Switched Service</u>		<u>Peak</u>	<u>Off-Peak</u>	
Initial 6 seconds	(T)	\$0.0100 (R)	\$0.0100 (R)	
Additional 6 seconds		\$0.0115 (R)	\$0.0115 (R)	
 (Fort Lauderdale & Miami)				 (T)
<u>800/888 Switched Service</u>		<u>Peak</u>	<u>Off-Peak</u>	
Initial 6 seconds		\$0.0100 (R)	\$0.0100 (R)	
Additional 6 seconds		\$0.0099 (R)	\$0.0099 (R)	
 Monthly Surcharge				
(Each 800/888 number ordered)		\$1.00		

\*-All times are expressed as: To, but not including

\*\*-As federally observed.

\*\*\*-When this holiday falls on a Sunday, the Holiday rate applies to calls placed on the following Monday. When this Holiday falls on a Saturday, the Holiday calling rate applies to calls placed the preceding Friday.

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# **EXHIBIT B**

## **FINANCIAL CAPACITY**

# **EXHIBIT B**

## **FINANCIAL STATEMENTS**

**CONFIDENTIAL AND PROPRIETARY – FILED UNDER SEAL**

# EXHIBIT C

### **James Allen - Chairman**

James C. Allen has been a director of WorldCom since March 1998. Mr. Allen is currently an investment director and member of the general partner of Meritage Private Equity Fund, a venture capital fund specializing in the telecommunications industry. Mr. Allen is the former Vice Chairman and Chief Executive Officer of Brooks Fiber Properties where he served in such capacities from 1993 until its merger with WorldCom January 1998. Mr. Allen served as President and Chief Operating Officer of Brooks Telecommunications Corporation, a founder of Brooks Fiber Properties, from April 1993 until it was merged with Brooks Fiber Properties in January 1996. Mr. Allen serves as a director of Completel LLC, Xspedius, LLC, Masergy, Inc., David Lipscomb University and Family Dynamics Institute.

### **Mark W. Senda – Chief Executive Officer**

Mark W. Senda has been a key contributor and leader in the competitive communications industry over the past two decades in North America. He has had an uncanny ability to stay in front of the trends emerging in the rapidly changing communications services sector during a period of pre- and post-deregulation. More recently, as President of Local Services for AT&T Canada, he ran a \$200m+ business unit growing in excess of 100% per annum. AT&T Canada was the successor to MetroNet Communications where Mr. Senda was Chief Operating Officer for Canada's first national competitive communications company. Prior to his work in Canada, Mr. Senda implemented and operated competitive local access and exchange networks in the United States, first with MFS Communications in various progressive management responsibilities leading up to Senior Vice President of Network Services and later with Brooks Fiber Properties as their Senior Vice President of Operations & Engineering. Prior to 1991, Mr. Senda spent nearly nine years with MCI Communications Corp. in various

management roles. During this time, he was a key team member responsible for deploying MCI's enhanced messaging systems and services worldwide. Mr. Senda holds a BS in Business from The University of the State of New York and a MS in Telecommunications Policy from The George Washington University.

**Dan Lensgraf – Chief Executive Officer**

Daniel Lensgraf currently serves as Chief Financial Officer of Xspedius, LLC joined Xspedius in August 2000, as Chief Financial Officer. In this capacity, he is responsible for all financial operations of the company. Lensgraf also plays a key role in the day-to-day, business development, and strategy of the company. From August 1995 until joining Xspedius, Lensgraf served as Chief Financial Officer of Satelink Communications, Inc.; an Atlanta based communications provider. During his tenure with Satelink, Lensgraf facilitated thirteen acquisition transactions and was involved in numerous debt and equity fund raising transactions.

Lensgraf earned a Bachelor's Degree in Business Administration from the University of Oklahoma and an MBA from Duke University.

**Ines LeBow – Senior Vice President, Operations**

Ms. LeBow has twenty years experience in management, operations, engineering, finance and project management in telecommunications, wireless, long distance, competitive access and competitive local exchange. In her last position, Ms. LeBow was Executive Vice President, Operations and Engineering at Conversent Communications; in that capacity, she developed a six-state region in the Northeast, managed the P&L, set company policy, deployed switches, established service delivery flows and OSS systems, built a Network Management Center, created a switched-services field organization and customer service. Former positions include Vice President, Global Network Operations for Viatel, a multinational long distance carrier; with

management responsibility for 150 people in 14 cities worldwide. At Brooks Fiber Communications, Ms. LeBow served as Vice President, Implementation with responsibility for 22 new cities. Prior to Brooks, Ms. LeBow has similar responsibilities at MFS, GTE Spacenet and Contel ASC.

Ms. LeBow is a graduate of American University, Washington, DC and received a MA. in Languages and Linguistics and a MA. in Administration and Education.

**Michael Miller – President, Xpedius Management Co. Network Technologies, Inc.**

Michael P. Miller is currently serving as President of ACSI Network Technologies, Inc., **e.spire's** network design, construction and consulting subsidiary, a position he has held since January 2000. He previously served as ACSI Network Technologies' Senior Vice President, responsible for sales and operations support system outsourcing. He joined **e.spire** in 1996 to assume the position of Regional Vice President and General Manager, responsible for sales and operations in the eastern United States. Before joining **e.spire**, he was Senior Vice President for Sales and Marketing for Trescom International. Mr. Miller has also held positions with ITT-USTS and LDDS (now, MCI/WorldCom). He has more than 19 years of management experience with telecommunications companies.

**Randall Muench – Executive Vice President of Sales and Marketing**

Randall P. Muench is currently serving as **e.spire** Executive Vice President, Sales and Marketing, and manages the retail and wholesale sales force, alternate channels, customer service, technical consulting and training. Mr. Muench is also responsible for product marketing, brand marketing, new media and **e.spire's** outbound marketing programs. He was promoted to this position in January 2000. He previously served as Senior Vice President, Sales and

Marketing and Vice President of Marketing. He joined **e.spire** in March of 1998 as Vice President of Sales Operations and Customer Service. Before joining **e.spire**, Mr. Muench was Director of Marketing and Finance for MCI's State Government and University Markets, a position he held for three years

**James C. Falvey – Senior Vice President of Regulatory Affairs**

James C. Falvey is currently serving as **e.spire** Senior Vice President of Regulatory Affairs and is responsible for federal regulatory and legislative matters, state regulatory proceedings and complaints, and municipal rights-of-way issues. He was promoted to his current position in March 2000. He joined **e.spire** in May 1996 as Vice President of Regulatory Affairs and has been instrumental in developing regulatory strategy; establishing interconnection agreements; pursuing reciprocal compensation and other regulatory complaints; managing certification, franchise, and compliance issues; and advocating **e.spire's** interests relating to regulatory and policy matters. Prior to joining **e.spire**, Mr. Falvey practiced law with the Washington, D.C. law firm of Swidler & Berlin, where he represented competitive local exchange providers in state and federal proceedings. Prior to his employment at Swidler & Berlin, Mr. Falvey practiced antitrust litigation in the Washington office of Johnson & Gibbs, and worked as a legislative assistant for Senator Harry M. Reid of Nevada. He is a *cum laude* graduate of Cornell University, received his law degree from the University of Virginia School of Law, and is admitted to practice law in the District of Columbia and Virginia. He is a member of the CompTel Board of Directors and ALTS Operating Board.