



030531-TX

THE REGNUM GROUP, INC.

Regulatory & Communications Consultants

8181 NW 36th Street, Suite 4, Miami, Florida 33166

Tel: (305) 468-1645 Fax: (305) 468-8509

reg@regnumgroup.com

May 20, 2003

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

RECEIVED FPSC
JUN 16 AM 10:18
COMMISSION
CLERK

Re: Azul Tel, Inc.

To Whom It May Concern:

Enclosed please find an original and six (6) copies of Azul Tel, Inc's filing for a Certificate to provide Alternative Local Exchange Service (ALEC) as well as the intraexchange tariff No.2.

Also enclosed is the appropriate filing fee in the amount of \$250.00. Please acknowledge receipt of this filing by returning, file-stamped, the extra copy of this cover letter in the self addressed stamped envelope provided for that purpose.

Questions regarding this filing may be directed to Matthew Schulman or Don Johnston at 305-468-1645 or emailed to reg@regnumgroup.com.

RECEIVED & FILED
in
FPSC-BUREAU OF RECORDS

Sincerely,

Matthew Schulman
Regulatory Consultant

dj/ms
Enclosure

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward deposit information to Records.

Initials of person who forwarded check:
DM

03 JUN 16 AM 9:13

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05260 JUN 16 03

FPSC-COMMISSION CLERK

ORIGINAL

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

DIVISION OF REGULATORY OVERSIGHT
CERTIFICATION SECTION

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

Instructions

This form is used as an application for an original certificate and for approval of the assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Page 12).

Print or type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.

Use a separate sheet for each answer which will not fit the allotted space.

Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of **\$250.00** to:

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

If you have questions about completing the form, contact:

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

APPLICATION

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

Original certificate (new company).

Approval of transfer of existing certificate: Example, a non-certificated company purchases an existing company and desires to retain the original certificate of authority.

Approval of assignment of existing certificate: Example, a certificated company purchases an existing company and desires to retain the certificate of authority of that company.

Approval of transfer of control: Example, a company purchases 51 % of a certificated company. The Commission must approve the new controlling entity.

2. Name of company:

Azul Tel, Inc.

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

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

2200 South Dixie Highway, Suite 506
Miami, Florida 33133

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

2200 South Dixie Highway, Suite 506

Miami, Florida 33133

6. 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 _____ | |

7. If individual, provide:

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

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

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

P01000077312

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

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

n/a

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

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

n/a

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

(a) The Florida Secretary of State registration number:

n/a

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

Name: n/a

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

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

(a) The Florida registration number: n/a

14. **Provide F.E.I. Number (if applicable):** 65-1138275

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

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

n/a

(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.

n/a

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

(a) The application:

Name: Matthew Schulman
Title: Principle, Regnum Group, Incorporated
Address: 8181 NW 36th Street, Suite # 4
City/State/Zip: Miami FL 33166
Telephone No.: 305-468-1645 Fax No.: 305-468-8509
Internet E-Mail Address: reg@regnumgroup.com
Internet Website Address: _____

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

Name: Alejandro Sastre
Title: Vice-President
Address: 2200 South Dixie Highway, Suite 506
City/State/Zip: Miami FL 33133
Telephone No.: 786-497-4050 Fax No.: 786-497-4057

Internet E-Mail Address: _____
Internet Website Address: _____

(c) Complaints/Inquiries from customers:

Name: Anely Brito
Title: Customer Service Supervisor
Address: 2200 South Dixie Highway, Suite 506
City/State/Zip: Miami FL 33133
Telephone No.: 866-505-2985 Fax No.: 786-497-4057

Internet E-Mail Address: _____
Internet Website Address: _____

17. **List the states in which the applicant:**

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

none

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

none

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

none

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

n/a

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

n/a

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

n/a

18. **Submit the following:**

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

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

C. Financial capability.

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

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

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

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

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

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

THIS PAGE MUST BE COMPLETED AND SIGNED

APPLICANT ACKNOWLEDGMENT STATEMENT

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

UTILITY OFFICIAL:

Alejandro Sastre

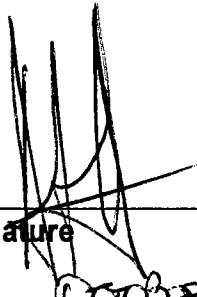
Print Name

Director + VICE PRESIDENT

Title

786-497-4050

Telephone No.



Signature

October 17 2002

Date

786-497-4057

Fax No.

Address: 2200 South Dixie Highway, Suite 506

Miami, Florida 33133

THIS PAGE MUST BE COMPLETED AND SIGNED

AFFIDAVIT

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide alternative local exchange company service in the State of Florida. I have read the foregoing and declare that, to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

Further, I am aware that, pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083."

UTILITY OFFICIAL:

Alejandro Sastre

Print Name

Director + VICE PRESIDENT

Title

786-497-4050

Telephone No.



Signature

OCTOBER 17 2002.

Date

786-497-4057

Fax No.

Address: 2200 South Dixie Highway, Suite 506

Miami, Florida 33133

INTRASTATE NETWORK (if available)

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

1. POP: Addresses where located, and indicate if owned or leased.
1) 50 NE 9TH STREET 2) _____
Miami, FL 33132 _____
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>OWNERSHIP</u>
1) <u>FGD Trunks-copper</u>	_____
2) <u>T-level interconnection - fiber</u>	_____
3) _____	_____
4) _____	_____

CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT

I, (Name) _____
(Title) _____ of (Name of Company)

and current holder of Florida Public Service Commission Certificate Number # _____
_____, have reviewed this application and join in the petitioners request for a-

- () sale
- () transfer
- () assignment

of the above-mentioned certificate.

UTILITY OFFICIAL:

Print Name

Signature

Title

Date

Telephone No.

Fax No.

Address: _____

**EXHIBIT 18 A
MANAGERIAL EXPERIENCE**

APPLICATION OF:

**Azul Tel, Inc.
2200 South Dixie Highway, Suite 506
Miami, Florida 33133**

Gaston Sastre

2200 South Dixie Highway, Suite 506

Miami, Florida 33133

Email: gaston@azultel.net

Career Experience

Jan. 2000 – to present
President

Azul Tel, Inc.

Miami, Florida

- Organization, Creation and Management of Azul Tel's business, technical and marketing strategies.
- Design and deployment of Azul Tel's POP (Point of Presence) in Miami, Florida, including the installation of a Vocaltec VOIP switch.
- Negotiations and implementation of connectivity on the Global Crossing network.
- Creation of a sales team to sell Prepaid Long Distance cards and services.
- Design and implementation of Azul Tel's international routes.

Dimensioning and Design of Public Network Switching

May 1994 – Feb. 1999

Alcatel Spain

Madrid, Spain

- Excelled and receive several awards for shortest deploying time and "On Budget". Received several customer letters of recognition.
- Design and implement training courses for switch engineers testing procedures, consisted of reconfiguring DACS cross-connects, optioning the switch, checking protocols, translations, line-coding, framing, complete switch work, ping test, loop back testing.

Telecom Switch Engineer and design analyst.

Apr. 1987 – May 1994

Alcatel SA

Buenos Aires, Argentina

- Achieving excellence in design and deployment of Alcatel switches for Telefonica de Argentina.
- Design and Deploy multi-million Alcatel Switches for several fortune 500 Companies in Argentina and Brazil.
- Acquiring the skills in coordinating several CLEC's, vendors, Sales Engineers to deploying Alcatel hardware and Octel voicemail service for commercial customers.
- Installation, maintenance, documentation, coordination, and testing of dedicated Frame Relay (LANs & WANs), Local T1, Local ISDN, Long Distance T1, SS7, SPM, OC3, DSL, xDSL, Internet, Point to Point T1, Point to Point Data, Analog, 56k, 64k, High Speed Frame Relay, International, Data, DS3, Integrated (Fractional) T1 (data and voice), DSO, DS1, DS3, T3 MUX, and long distance ISDN circuits. DID, DOD, LNP, 800 inbound and outbound, call routing, time of day routing, POTS features, call trace, CDR.

Oct. 1985 – Apr. 1987 Entel Argentina
Customer Service Representative II

Buenos Aires, Argentina

- Quality of customer service that consisted the maintenance on Long Distance commercial accounts. Worked in Call Center environment with emphasis on high productivity and quality.
- Self motivated to resolving customer's concerns in a timely manner.
- Recognized for customer satisfaction and attendance awards.

May 1999 – July 2000 Cisco training center

Buenos Aires Argentina

- Cisco Networking Academy
- Term-2: Basic Router Configurations
- Skill development to Cisco basic router configuration for local area networks. Topics include initial router configuration for TCP/IP, management of the configuration, backup of router configuration files, routing protocols, and the use of security features Cisco Networking Academy

Education

Graduated June 7, 1987 Universidad de Buenos Aires

Buenos Aires, Argentina

- Electronic Engineer
- Completed all general academic courses
- Excelled in computer and math classes.

Language

Fully Bilingual English/Spanish

**EXHIBIT 18 B
TECHNICAL CAPABILITY**

APPLICATION OF:

**Azul Tel, Inc.
2200 South Dixie Highway, Suite 506
Miami, Florida 33133**

Juan Collins

Personal Data:

Email *juancollins@atelo.com*
Telephone *+54-11-48211511 (Matter)*
+54-11-50131367 (Cellular)
+1-703-972-0774 (Voice Mail and Fax)
Date of birth *24 of June of 1968*
Nationality *Argentinean*

Education:

1988 – 1991 *"National University of Rosario – Electronic Engineering"*
Master Degree suspended career
1981 – 1987 *"Technical Institute Salesiano San José C-13"*
Degree: Electronic Technician

Languages:

Spanish *Native*
English *Technical*

Professional Objective: *Following a challenging directive position, in which my previously experience of projects, operation, and sales will contribute to the success in a growing organization.*

Summary of professional experience

My professional telecommunications experience developed during a 12 year period within the company Microtrol Group of Argentina (www.microtrol.com.ar), where I was presented with many challenges and opportunities. Currently I am the Carrier Manager for South America for the international and national telecommunications company Telephone 2 (www.telephone2.com), a recently emerged competitive telecom carrier in the newly deregulated Argentine market.

Telephone 2

Carrier Services Manager

- *I give support to the different strategies of the company including the integration of new products onto the platform and the enhanced service offerings of Telephone 2.*
- *Contract negotiation to establish the installation of new POPs*
- *Negotiation of contracts and rate plans with alternative carriers to allow Telephone 2 to obtain the highest quality of service at the lowest price. Secondary duties include quality assurance and customer service for our customers.*
- *Responsible for the design and establishment of the Quality of Service standards for the VoIP network. I am also a certified Clarent engineer.*

Microtrol

Manager of Operations

- *Responsible of directing the activities of numerous managers of field projects.*
- *Leader of projects that imply Technical changes.*
- *The different activities included revision of work plan, logistical procurement, pre-implementation planning, installation coordination, and support for the voice and data telecommunications net*
- *Responsible of technical human resources, financial achievement goals, indulgence of p company policy and attention with the commitments of the client's satisfaction. (Customer Care).*
- *Development of strategies and tactics to manage multiple technical tasks.*

Member of the consultancy department

My previously experience allows me to offer technical advice, to develop and implement projects related with the optimization of integrated telecommunications data-net. The developed projects offer the best relationship cost - benefit in an efficient and innovative way.

The expansion capacity, flexibility and administration functions that allow the best use in the integrated nets of voice and data assuring. The consulting services in which I have a Know-how are:

- *Nets solutions for wide area (X25 and Frame Relay)*
- *Voice solutions and telephony over Ip nets (Voip).*
- *Selection of access products to nets of data.*
- *Administration of Snmp nets*
- *User's training*
-

Field Project manager

- *Provide, planning implementation, and support to several voice projects and data.*
- *Reports of site Survey, costs studies, design revisions, control reports and management activities related to the project.*
- *Network administrator for regional nets.*

I have managed great span projects since their gestation, having the capacity to handle multiple priorities. Among the most important I name the following ones:

1. *Implementation of an interconnection solution among bank branches (350 branches distributed in the whole region). Client: BAPRO (Banco de la Provincia de Buenos Aires) and RED LINK (automatic cashiers' Net). Implementation time: 30 days.*
2. *Migration of the reservation system of Aerolíneas Argentinas, of the Amadeus a Sabre in the whole country. (30 days, 140 locates, 2200 distributed equipments) Personnel's coordination of the ones ho made out the installations, control of the Help desk and administration of the installation in remote form. For the success of the project I had to interact with several companies: SABRE (USA), SITA (Argentina/USA), ADVANCE TELECOMUNICACIONES (Argentina) and AEROLINEAS ARGENTINAS (Argentina).*

3. *Design and Installation of the first net of Voip of Diveo in Argentina using Clarent technology.*
4. *Adaptation of the money tables functionality so that they operate in a net Voip with its banking branches.*
5. *Design of private X25 net for Central Hydroelectric or electric power supplying.*
6. *VoIP tests in Comsat, Impsat, Telefónica, Advance, Telecom, Movicom laboratories and Alternative Net of Voip Clarent and Cisco equipments.*
7. *Design of telephonic Backup Solutions for entities that operates in X25 and needs a contingency system for the data transmission.*
8. *Design of X25 private net for load system of loads of Austral Airlines. (an Argentinean airline).*

Installation, Technical Support and Help Desk Manager

The tasks that I developed can be summarized in:

- *In charge of personal in national levels and in supervision of hired companies*
- *Customer Care Service.*
- *Permanent personnel training.*
- *Priority of tasks and human resources handling*
- *Methodologies and technical tools development that allow the remote attendance to devices installed at the client's branches.*
- *Reception of bugs reported by clients, confirmation of the existence of the flaw and internal report to the area of I&D for the solution. When receiving the I&D solution will proceed to solve the client's problem.*
- *Detected problems reports and solutions documentation.*
- *Generation of tasks reports.*
- *Generation of chronograms of preventive and correctives maintenances.*

Repairs and Production Manager

The tasks that I developed can be summarized in:

- *Control of time response.*
- *Encharged personnel training.*
- *Personal management.*
- *Contact with abroad suppliers for the materials purchase.*
- *Manage of readiness reports, stock and Rma.*
- *Priority of depending tasks agreement.*
- *Documentation of work methodologies.*
- *Analysis and selection of connectivity products.*
- *Search of alternative suppliers' of materials.*
- *Supervision and follow-up of quality and operation tests.*
- *Implementation of new tasks methodologies.*

Member of the investigation and Development Group (I&D)

The function of this section is to conceive and design new products in the transmission of data area.

My experience in this section is summarized in:

- *Write Firmware for different devices.*
- *Introduction of improvements of Hardware/Firmware in the existent developments.*
- *Approval of products, in different carriers or clients for a specify project.*

- Teamwork.
- Generation of the necessary documentation so that other areas can produce the equipments in quantities, settings, and repairing.
- Training Human Resources for the handling of the new equipments.
- Analysis at the client's home for technical support.
- Handling of API's (Application Interface Program).

Summary of Technical experience:

Experience in application Hardware

Equipment handling for Frame Relay, X.25, HDLC, SDLC, R2, ISDN, SS7.
 Hardware development for data transmission, over processors Zilog Z80 and Intel 80186.
 Handling of relating norms to Interfaces: Rs232, Centronic, Rs485, Rs422, V35, IRC, E1.
 Handling of files Gerber and Excellon for the development of printed circuits in format RS274 and RS274X.
 Programming of electronic circuits as Eprom's, GateArray, Pal, Gal and Altera's.

Specific Experience

Networking

- Installation, configuration and support of Microsoft Windows 3.1/3.11/95/98/NT/2000, OS/2 and work stations DOS 6.22.
- Installation, configuration and support of Unix Sun Solaris
- Troubleshooting of X25 protocol.
- Implementation and installation of X.25/Frame Relay nets for different clients in the whole Argentina (Telecom. and Advance among the most important).
- Experience of different protocols (TCP/IP, PPP, Frame Relay, X.25, HDLC,R2,ISDN,SS7).
- Installation, configuration and routers support ACC, devices X25: Rad, Netcom, Sangoma, Eicon, Idea.
- Installation, configuration and support of IDEA products in Host ambient IBM 3270/5250.
- Installation, configuration and support of EICON SNA (software and Hardware) in environment Host IBM 3270/5250.
- Installation, configuration and support of the reservations system developed by Sabre Inc. for Aeronautic Airlines.

ISP

Installation and configuration of RAS devices (Remote Access Server), Dns Servers, and Ftp Servers.
 Basic knowledge of Microsoft SQL 7.0 and Oracle 8.1 databases.

Telecom - IP Telephony

Configuration, trace and analysis of protocols MFC-R2 /SS7 / H323 / MGCP
 Experience in installation of H.323, VoIP/VoFR devices.
 Experience in installation of Voip platforms using Satellites like IP connection.
 Installation experience in "billing" systems and prepaid cards for Voip platforms.
 Expert manager in Voip Cisco nets, Clarent and "Open H323" environment.
 Experience in Installation of NMS cards. Configuration and Start Up.

Experience in use of Codec's, DSP and IVR.
 Experience in fine tuning of Voip net. Mensuration of Qos
 Experience in implementation of services in platform Voip
 Connection experience de Voip equipment with PBX through interfaces FXO, FXS and E1 (R2/SS7).
 Experience in platform Voip monitoring Clarent and Cisco platforms.
 Experience of Network Management using agents of SNMP.

Training

Training in installation and administration of the operative system DOS, XENIX, UNIX, OS2, NT	(INGENIERÍA & SISTEMAS)
Training for the development of communications application for POS (point of sale) OMRON.	(ARIGITAL - SYSTEM)
Course of CAT's programming (Validation of credit card) OMRON model CAT 90 and HYPERCOM T 7.	(ARIGITAL-SYSTEM)
Theoretical course and practique in recommendations X.3, X.25, X.28, X.29 of C.C.I.T.T. and architecture O.S.I. for the design of nets for data transmission	(MICROTROL)
Start Up, configuration and installation of X25 device of MICROTROL, IDEA, EICON, CGS, MICOM, RAD y NETCOM.	(MICROTROL)
Course of Total Quality and ISO 9000.	(AGFA ARGENTINA)
Course of Administration Novell Netware 4.0.	(CTA - IBM)
Course of installation SNA Server 3.0	(IBM)
Course of configuration of router's ACC	(ACC)
Course theoretical of ISO 8583 (Banking card messages specifications)	(MICROTROL)
Course of ISOCOR product (X400).	(ISOCOR)
Course of Voip using CISCO solution	(TELEFÓNICA)
ISDN	(TELEFÓNICA)
MFCR2	(TELEFÓNICA)
SS7	(TELECOM)
Frame relay	(TELECOM)
ATM	(TELECOM)
Introduction to Voip architecture	(CLARENT)
Administration of Microsoft Windows NT 4.0.	(Reseller of MICROSOFT)
Introduction to Oracle: SQL y PL/SQL.	(Reseller of ORACLE)
Administration of Sun Solaris 8.	(IT College)

Professional Characteristics

- Open minded to face technical and markets changes.
- Natural disposition for human relationship and teamwork
- Natural response to different solutions alternatives.
- Natural personal leading skills
- Natural focused to customer care.

References

Eng. Héctor Ponce. Director of Sales -Clarent Corporation, Argentina-	Tel. +54-11-4341-4589
Eng. Gerald Castano. Ex Supervisor International Operations -Sabre Inc.-	Tel. +1-860-686-1105
Eng. Darío Parodi. Implementation Manager - Telefónica -	Tel. +54-11-4382-2182
Eng. Gabriel Gotelli. Maintenance Manager - Telecom -	Tel. +54-11-4968-7757
Lic. Sonya Kroemer. NOC Manager - Finland PTT, Washington -	Tel. +1-202-361-4872
Eng. Carlos Willems. Director -Tomra/Socse-	Tel. +54-11-4514-2123
Lic. Alejandro Iazbec - Administration Net WAN - Indra Argentina	Tel. +54-11-43788234

Deepak Khugher

23 Paul Revere Road, Groton CT 06340

Tel: (860) 448 0155 (H) (860) 460 5324 (Cell)

deepak_khugher@hotmail.com

Accomplished programmer with 7 years of software development experience. Expertise in application and Internet software design, development, and testing. Looking for challenging programming assignments with Internet and client-server environments. Specialized expertise in Oracle database design, Perl /CGI, Java, Java Servlets, JSP, JDBC, JavaScript and HTML.

Skills

- Internet web design, database design, client-server two- and three-tiered systems.
- Expertise in Perl/CGI, Oracle – Developer 2000, SQL *Plus, PL/SQL, Java, Java Servlets, JavaScript, HTML, C, C++, HTML, Macromedia Drumbeat, Visual Basic 5.0, Rational ClearQuest and Apache/Jakarta Tomcat.
- RDBMS : Oracle 8.0/7.3/7.1
- **Data Modeling with ERwin 3.5 (Logic Works)**
- Operating Systems: Solaris 2.3-2.7, SCO Unix, Windows95/NT
- Expertise in version management using CVS

Education

Bachelor of Electronics Engineering (equivalent to BS in US), Nagpur University, India
Courses on Internet and Intranet programming
Diploma in RDBMS & Oracle

Experience

Pfizer, Inc., New London, CT

March'00 – Present

Consultant

Designed and developed the Protocol Administration intranet modules of Impala (TeleRandomization) project, for conducting clinical drug trails. Involved in complete life cycle of the project. Worked on data modeling and design using ERwin. Programmed extensive dynamic data driven Perl/CGI and Java Servlet interfaces along with HTML and JavaScript on UNIX platform. Protocol Administration included parameterization of protocol, screening/randomization of subjects, visit scheduling and drug shipment. Designed a browser to track all the activities. Also coded reports module and batch programs to trigger event-based reports. Involved in the development of the User system that included menu driven interfaces for actual run of the clinical study. Involved in coding PL/SQL procedures for projecting drug needs of the site. Involved in addressing user issues as needed.

Languages: Perl/CGI, Java, Java Servlets, JDBC, JavaScript, HTML, Oracle, ERwin, SQL Navigator, PL/SQL, CVS, IsoFax, Rational ClearQuest
Environment: UNIX, NT

forHealth Inc, New York, NY

July'99 – March'00

Consultant

Designed and developed the forChiropractic.com website, interfaces, and applications. Involved in data analysis and design of the database. Programmed extensive Java applications along with HTML and JavaScript on Unix and NT platforms. Web site included design and development of a Patient Tracking tool, an Online Vendor Interface for the Purchasing Department, and a chat/Bulletin Board to enhance patient-doctor interaction. Created Web-based query interfaces with JDBC. Coded user personalization and login features for the site. Programmed content management tool using Visual Basic

Languages: JAVA, Java Servlets, JavaScript, HTML, Oracle, Macromedia Drumbeat, Visual Basic
Environment: UNIX, NT

Professional Computer Services, New Delhi

July'96 – Jun'99

Asstt. Systems Analyst

Sales and Distribution Management System

Developed an application to handle the function of distribution for a publishing company. The objective of the system was to monitor distribution of magazine through subscribers and dealers network and billing management. The system also maintained customer database, dispatch of subscriptions and promotional material and generated custom sales reports. Designed and implemented Oracle database from the ground up. Also designed database maintenance scripts for taking backups of the database.

Languages: Java, Java Servlets, PL/SQL, Perl, Oracle

Environment: UNIX, Windows 95

Total Hospital Management System

Co-developed a system to customize the functions of personnel management, infrastructure management, patient reports management, equipment management and accounts and billing management. Programmed interfaces for maintaining record of doctors in the category of permanent and visiting doctors and further according to specialization. The system tracked the availability of resources against the patients admitted to the hospital. Coded PL/SQL procedures for generating duty timetable for staff and OT schedule. Coded batch programs to generate reports for maintaining stock at the store. Designed interfaces for patient billing and generated income reports on daily, monthly and annual basis.

Languages: Developer 2000, Forms 4.5, Reports 2.5, PL /SQL, Oracle

Environment: UNIX, Windows NT

Share Management and Transfer System

Designed a system to automate the process of share management and transfer. Programmed interfaces for invitation and processing of applications, generation of folio number and issue of share certificates in different categories or refund in case of over subscription or irregularities and broker management. The system generated a number of reports for issue of certificates, checks for refund, dividend and brokerage and letters for communication with the shareholder. Responsible for maintenance of database, performance monitoring and fine tuning of the database and planning backup & recovery strategies for the database.

Languages: Developer 2000, Forms 4.5, Reports 2.5, Oracle

Environment: Windows NT

Management Information System

Team member of a complete management information system. Involved in the design of personnel management module for maintaining the database of employees, salary structures, loan advances, attendance record and abstract of all employees. The payroll module generates payrolls with details of basic, DA, HRA, TA, performance allow., medical allow., commissions taking into account deductions for leave, PF, installment of loan advances and tax deduction at source.

Languages: Developer 2000, Forms 4.5, Reports 2.5, Oracle

Environment: UNIX, Windows NT

ATC of CMC Ltd., New Delhi

Faculty Member

June'95 – July'96

Primarily responsible for providing software education and training. Also designed and developed an In-house project for maintaining student information.

Training Centre Management System

The project involved developing a system for a software training institute. The system included modules for student management, library management and fees management. Designed intensive interfaces for maintaining database of students, fees collection, distribution of courseware, attendance records, schedule for different subjects, details of test conducted and generating transcripts. Coded PL/SQL procedures for weekly timetable for different batches. Was involved in library management module and coded interfaces for maintaining details of books in the library, issue / receipt of books and report generation for defaulting students.

Languages: Oracle, Visual Basic 5.0, Crystal Reports

Environment: Unix, Windows 95

**EXHIBIT 18 C
FINANCIAL CAPABILITY**

APPLICATION OF:

**Azul Tel, Inc.
2200 South Dixie Highway, Suite 506
Miami, Florida 33133**

Azultel Inc
 Balance Sheet
 As of March 20,2003

	Mar 20,03
ASSETS	
Current Assets	
Checking/Savings	
Ocean Bank	314,462.98
Total Checking Savings	314,462.98
Accounts Receivable	
Accounts Receivable	341,051.25
Total Accounts Receivable	341,051.25
Other Current Assets	
Inventory Asset	518,593.77
Undeposited Funds	28,261.17
Total Other Current Assets	546,854.94
Total Current Assets	1,202,369.17
Fixed Assets	
Hardware Equipment	740,648.34
Total Fixed Assets	740,648.34
TOTAL ASSETS	<u>1,943,017.51</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Account% Payable	1,163,666.82
Total Accounts Payable	1,163,666.82
Other Current Liabilities	
Sales Tax Payable	169.98
Total Other Current Liabilities	169.98
Total Current Liabilities	1,163,836.80
Total Liabilities	1,163,836.80
Equity	
Opening Bal Equity	19,199.13
Paid In Capital	350,697.97
Retained Earnings	-38,446.90
Net income	447,730.51
Total Equity	779,180.71
TOTAL LIABILITIES & EQUITY	<u>1,943,017.51</u>

Azultel Inc
Profit & Loss
 January 1 through March 20,2003

Jan 1 - Mar 20, 03

Ordinary Income/Expenses	
Income	
Calling Card Sales	381,624.75
Postpaid LD Services	124,546.83
Services	-8,240.01
Termination Services	964,176.73
Total Income	1,462,108.30
Cost of Goods Sold	
Bandwidth & Colo & Trunks	
ADSL Connection	562.00
Bandwidth Miami NOC	8,560.00
Co-Location Rental	2,250.00
T-1 Trunk Connections	10,777.78
Bandwidth & Colo & Trunks -Other	26,645.84
Total Bandwidth & Colo & Trunks	48,785.62
Commission Clearinghouses	1,500.00
Cost of Goods Sold	517,232.11
Partner Terminations	
Exchange Terminations	9,878.52
Partner Terminations- Other	180,071.14
Total Partner Terminations	189,949.66
Total COGS	757,467.39
Gross Profit	704,640.91
Expense	
Automobile Expense	2,617.04
Bank Service Charges	2,084.72
Dues and Subscriptions	1,365.00
Insurance	
Car Insurance	3,005.24
Total Insurance	3,005.24
Office Expenses	
Cleaning Services	900.00
Freight out	4,747.86
Office Expenses -Other	15,899.35
Total Office Expenses	21,547.21
Payroll Expenses	
Commissions	19,000.62
Payroll Expenses - Other	112,831.72
Total Payroll Expenses	131,832.34
Postage and Delivery	3,666.84
Printing and Reproduction	26,292.03
Professional Fees	
Legal Fees	5,984.18
Total Professional Fees	5,984.18
Rent	29,357.50
Sales Tax	4,372.56
Taxes	
Property	94.40
Total Taxes	94.40
Telephone	
Cellular	2,723.97
Long Distance	2,579.43
Telephone - other	2,454.43
Total Telephone	7,757.83

Azultel Inc
Profit & Loss
January 1 through March 20, 2003

	Jan 1 - Mar 20, 03
Travel & Ent	
Meals	2,016.55
Travel	720.00
Travel & Ent - Other	9,957.40
Total Travel & Ent	12,693.95
Utilities	
Alarm	2,765.73
Electricity Florida Power and L	1,473.83
Total Utilities	4,239.56
Total Expense	256,910.40
Net Ordinary Income	447,730.51
Net Income	<u>447,730.51</u>



OCEAN BANK

780 N.W. 42nd AVENUE, MIAMI, FLORIDA 33126

DIRECT ALL INQUIRIES TO: (305) 448-2265
POST OFFICE BOX 44-1140
MIAMI, FLORIDA 33144-1140

89 Page 1 of 13
FROM 11-30-02 THRU 12-31-02

VA 130
AZUL TEL INC
2200 S DIXIE HWY
SUITE 506
MIAMI FL 33133

REDACTED

ACCOUNT INFORMATION

CHECKING NON PERSONAL		
PREVIOUS BALANCE	11-30-02	20,548.94
NUMBER/TOTAL CREDITS	61	284,850.59
NUMBER/TOTAL DEBITS	150	302,052.65
FEE		534.45
NEW BALANCE		2,812.43
DAYS IN STATEMENT PERIOD		31
AVERAGE DAILY BALANCE		27,770.19
AVERAGE COLLECTED BALANCE		8,469.30

DESCRIPTIVE TRANSACTIONS

Date	Tracer	Description	Amount
12-02	117	CHECKING DEPOSIT	7464.63
12-02	11202	BANKCARD BTOT DEP	164.45
12-02	27	FEE ASSESSMENT FOR	2.00
12-02	11202	BANKCARD MTOT DISC	156.94
12-02	15	WIRE TRANSFER FEE	40.00
12-02	15	WTG 20021202F687001C000012	4000.00
12-03	68	LOCK BOX DEPOSIT	988.22
12-03	44	CHECKING DEPOSIT	14885.00
12-03	11203	BANKCARD BTOT DEP	185.16
12-03	17	WTI 20021202K30F386C001404	8630.55
12-03	17	WIRE TRANSFER FEE	10.00
12-04	20	CHECKING DEPOSIT	11375.00
12-04	22	FEE ASSESSMENT FOR	2.00
12-04	21203	COMPUPAY BILLING MIAMI AR	66.70
12-05	5	LOCK BOX DEPOSIT	603.05
12-05	76	CHECKING DEPOSIT	4945.00
12-05	11205	BANKCARD BTOT DEP	48.87
12-05	14	WTI 20021204K30F382C000873	16122.00
12-05	24	FEE ASSESSMENT FOR	16.00
12-05	14	WIRE TRANSFER FEE	10.00
12-06	11206	BANKCARD BTOT DEP	301.53
12-06	16	WTI SPECTROLL INVESTMENT A.V.V 20021205B10GC03C003069	450.00
12-06	29	FEE ASSESSMENT FOR	12.00
12-06	10	CHARGEBACK ITEM	7065.00
12-06	10	CHARGEBACK FEE	6.00
12-06	16	WIRE TRANSFER FEE	10.00
12-09	88	LOCK BOX DEPOSIT	2718.94
12-09	24	CHECKING DEPOSIT	12035.63
12-09	11209	BANKCARD BTOT DEP	144.70
12-09	11209	BANKCARD BTOT DEP	703.39
12-09	21	FEE ASSESSMENT FOR	12.00

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OCEAN BANK

780 N.W. 42nd AVENUE, MIAMI, FLORIDA 33126

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FROM 11-30-02 THRU 12-31-02

VA 130
AZUL TEL INC
2200 S DIXIE HWY
SUITE 506
MIAMI FL 33133

REDACTED

12-10	15	LOCK BOX DEPOSIT	1450.57
12-10	11210	BANKCARD BTOT DEP	469.21
12-10	15	WTI [REDACTED]	10301.99
		20021210L1B7033C000294	
12-10	24	FEE ASSESSMENT FOR [REDACTED]	8.00-
12-10	10	CHARGEBACK ITEM	187.00-
12-10	10	CHARGEBACK FEE	6.00-
12-10	15	WIRE TRANSFER FEE	10.00-
12-11	117	CHECKING DEPOSIT	10972.50
12-11	15	WIRE TRANSFER FEE	25.00-
12-11	15	WTO [REDACTED]	15000.00-
		20021211F6B7001C000123	
12-12	1	LOCK BOX DEPOSIT	6064.68
12-12	11212	BANKCARD BTOT DEP	6.63
12-12	12	WTI [REDACTED]	14776.73
		20021211K30F385C000719	
12-12	20	FEE ASSESSMENT FOR [REDACTED]	2.00-
12-12	12	WIRE TRANSFER FEE	10.00-
12-13	46	LOCK BOX DEPOSIT	1641.15
12-13	51	CHECKING DEPOSIT	19771.46
12-13	11213	BANKCARD BTOT DEP	215.60
12-13	9	CHARGEBACK ITEM	1005.00-
12-13	11213	[REDACTED]	968.89-
12-13	9	CHARGEBACK FEE	6.00-
12-13	16	WIRE TRANSFER FEE	25.00-
12-13	16	WIRE TRANSFER FEE	40.00-
12-13	16	WIRE TRANSFER FEE	40.00-
12-13	16	WTO [REDACTED]	1200.00-
		20021213F6B7001C000025	
12-13	16	WTO [REDACTED]	4000.00-
		20021213F6B7001C000033	
12-13	16	WTO [REDACTED]	15000.00-
		20021213F6B7001C000123	
12-16	37	CHECKING DEPOSIT	12075.00
12-16	11216	BANKCARD BTOT DEP	48.87
12-16	11216	BANKCARD BTOT DEP	829.06
12-16	13	WTI [REDACTED]	2437.05
		20021213B108151C006317	
12-16	37	DEPOSIT CORRECTION	2000.00-
12-16	13	WIRE TRANSFER FEE	10.00-
12-16	13	WIRE TRANSFER FEE	25.00-
12-16	13	WTO [REDACTED]	20000.00-
		20021216F6B7001C000155	
12-16	920	Stop Payment Fee	25.00-
12-17	36	LOCK BOX DEPOSIT	5795.12
12-17	5	CHECKING DEPOSIT	6244.65
12-17	11217	BANKCARD BTOT DEP	612.10
12-17	12	CHARGEBACK ITEM	2.90-
12-17	12	CHARGEBACK ITEM	6.79-
12-17	12	CHARGEBACK FEE	6.00-
12-17	12	CHARGEBACK FEE	6.00-
12-18	107	CHECKING DEPOSIT	9240.00
12-18	17	WTI [REDACTED]	4091.18

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FROM 11-30-02 THRU 12-31-02

VA 130
AZUL TEL INC
2200 S DIXIE HWY
SUITE 506
MIAMI FL 33133

REDACTED

12-18	17	20021217D3QC12VC000774 WTT	14689.15
12-18	29	20021217K30F385C001063 FEE ASSESSMENT FOR	2.00
12-18	8	CHARGEBACK ITEM	14.00
12-18	8	CHARGEBACK FEE	6.00
12-18	17	WIRE TRANSFER FEE	10.00
12-18	17	WIRE TRANSFER FEE	10.00
12-19	3	CHECKING DEPOSIT	901.64
12-19	11219	BANKCARD BTOT DEP	1292.83
12-20	45	LOCK BOX DEPOSIT	7933.31
12-20	137	CHECKING DEPOSIT	4427.69
12-20	11220	BANKCARD BTOT DEP	705.16
12-20	27	FEE ASSESSMENT FOR	2.00
12-23	39	LOCK BOX DEPOSIT	2298.90
12-23	20	CHECKING DEPOSIT	6765.00
12-23	11223	BANKCARD BTOT DEP	214.22
12-23	11223	BANKCARD BTOT DEP	516.52
12-23	14	WTT	2593.50
12-23	24	20021220B106C02C004340 FEE ASSESSMENT FOR	6.00
12-23	14	WIRE TRANSFER FEE	10.00
12-24	53	CHECKING DEPOSIT	17550.00
12-24	11224	BANKCARD BTOT DEP	363.89
12-24	18	WTT	13624.80
12-24	27	20021223K30F385C001205 FEE ASSESSMENT FOR	4.00
12-24	18	WIRE TRANSFER FEE	10.00
12-26	27	LOCK BOX DEPOSIT	2356.66
12-26	21226	BANKCARD MTOT DEP	97.75
12-26	21226	BANKCARD BTOT DEP	282.28
12-26	26	FEE ASSESSMENT FOR	6.00
12-26	10	CHARGEBACK ITEM	63.88
12-26	10	CHARGEBACK ITEM	340.00
12-26	10	CHARGEBACK FEE	6.00
12-26	10	CHARGEBACK FEE	6.00
12-27	42	LOCK BOX DEPOSIT	1060.95
12-27	48	CHECKING DEPOSIT	2720.15
12-27	48	CHECKING DEPOSIT	9700.00
12-27	11227	BANKCARD BTOT DEP	131.73
12-27	26	FEE ASSESSMENT FOR	4.00
12-30	30	CHECKING DEPOSIT	5180.00
12-30	11230	BANKCARD BTOT DEP	58.65
12-30	11230	BANKCARD BTOT DEP	136.85
12-30	25	FEE ASSESSMENT FOR	8.00
12-30	25	FEE ASSESSMENT FOR	28.00
12-31	11231	BANKCARD BTOT DEP	439.29

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780 N.W. 42nd AVENUE, MIAMI, FLORIDA 33126

DIRECT ALL INQUIRIES TO: (305) 448-2265
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FROM 11-30-02 THRU 12-31-02

VA 130
AZUL TEL INC
2200 S DIXIE HWY
SUITE 506
MIAMI FL 33133

REDACTED

12-31	34	FEE ASSESSMENT FOR	6.00
12-31	13	CHARGEBACK ITEM	86.74
12-31	13	CHARGEBACK FEE	6.00
12-31	15	CASH MANAGEMENT MONTHLY FEES	70.00
12-31	999	TOTAL FEES ASSESSED	509.45

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
11-30	20548.94	12-02	18600.68	12-03	19323.40
12-04	25712.67	12-05	39835.37	12-06	20412.20
12-09	30277.86	12-10	39125.63	12-11	33344.89
12-12	54141.91	12-13	53426.47	12-16	34866.04
12-17	18489.10	12-18	44532.22	12-19	24934.06
12-20	37099.48	12-23	9248.49	12-24	37424.69
12-26	17079.39	12-27	577.09	12-30	4333.83
12-31	2812.43				

No.	Date	Amount	No.	Date	Amount
1710	12-06	10000.00	1712*	12-02	1686.40
1723*	12-04	1828.26	1724	12-03	20000.00
1727*	12-03	36.21	1728	12-04	150.00
1730*	12-02	1555.00	1731	12-16	413.00
1732	12-03	1125.00	1735*	12-05	179.30
1736	12-02	37.00	1737	12-02	2000.00
1740*	12-03	24.50	1741	12-04	535.50
1742	12-09	1500.00	1743	12-04	244.95
1744	12-04	1085.00	1745	12-06	175.70
1746	12-05	1175.00	1747	12-11	728.24
1748	12-05	430.00	1749	12-05	281.50
1750	12-06	401.00	1751	12-04	500.00
1752	12-04	1073.32	1753	12-05	1735.60
1754	12-12	39.02	1755	12-06	1234.50
1756	12-06	1270.50	1757	12-05	1403.52
1758	12-05	1234.50	1759	12-03	2770.50
1761*	12-05	250.00	1762	12-05	880.80
1764*	12-09	1500.00	1765	12-09	1725.00
1766	12-10	104.00	1767	12-31	763.00
1768	12-10	3059.00	1769	12-17	22.00
1770	12-09	1000.00	1771	12-13	58.76
1772	12-20	480.00	1773	12-17	27805.84
1774	12-11	1000.00	1775	12-27	28582.31
1776	12-16	2320.59	1779*	12-19	1100.00
1780	12-19	9834.00	1781	12-23	20000.00
1782	12-17	570.77	1783	12-16	6004.00
1784	12-19	5112.00	1786*	12-16	743.00
1787	12-17	608.51	1788	12-16	235.38
1789	12-16	674.44	1790	12-18	535.21
1791	12-18	400.00	1792	12-16	1500.00
1795*	12-20	118.74	1795	12-19	912.50
1797	12-24	648.49	1798	12-23	15000.00
1802*	12-23	247.98	1803	12-18	1000.00
1804	12-30	138.43	1805	12-19	250.00
1806	12-19	4584.13	1807	12-24	200.00

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FROM 11-30-02 THRU 12-31-02

VA 130
AZUL TEL INC
2200 S DIXIE HWY
SUITE 506
MIAMI FL 33133

REDACTED

1808	12-26	19831.00	1809	12-26	1389.11
1815	12-23	154.80	1816	12-20	300.00
1817	12-26	700.00	1822	12-23	250.00
1824	12-23	2820.35	1825	12-23	1500.00
1826	12-23	250.00	1827	12-27	250.00
1828	12-27	183.00	1829	12-26	740.00
1830	12-24	2500.00	1831	12-30	87.82
1832	12-30	202.33	1833	12-27	250.00
1836*	12-27	2000.00	1838*	12-31	319.50
1845*	12-31	200.00			

OCEAN BANK

FULL SERVICE ATM NOW OPENED AT OUR WESTON BANKING CENTER, LOCATED AT 2700 COMMERCE PARKWAY, WESTON, FLORIDA, 33331. OCEAN BANK AN EQUAL OPPORTUNITY LENDER.

OB

OCEAN BANK

780 NW 12th AVENUE, MIAMI, FLORIDA 33126

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FROM 12-31-02 THRU 1-31-03

VA 130
AZUL TEL INC
2200 S DIXIE HWY
SUITE 506
MIAMI FL 33133

REDACTED

ACCOUNT INFORMATION

CHECKING NON-PERSONAL

PREVIOUS BALANCE	12-31-02	2,812.43
NUMBER/TOTAL CREDITS	52	394,377.35
NUMBER/TOTAL DEBITS	142	283,321.69
FEE		642.95
NEW BALANCE		113,125.14
DAYS IN STATEMENT PERIOD		31
AVERAGE DAILY BALANCE		61,477.42
AVERAGE COLLECTED BALANCE		4,381.24

DESCRIPTIVE TRANSACTIONS

Date	Tracer	Description	Amount
1-02	22	LOCK BOX DEPOSIT	2027.70
1-02	31	CHECKING DEPOSIT	8914.22
1-02	20102	BANKCARD BTOT DEP	19.55
1-02	20102	BANKCARD BTOT DEP	270.84
1-02	14	WTI XXXXXXXXXXXXXXXXXXXX	17306.25
1-02	24	FEE ASSESSMENT FOR XXXXXXXXXXXXXXXXXXXX	8.00
1-02	20102	AT&T WIRELESS UP AT&T WIREL	655.94
1-02	14	WIRE TRANSFER FEE	10.00
1-03	19	CHECKING DEPOSIT	14675.00
1-03	10103	BANKCARD BTOT DEP	136.85
1-03	27	FEE ASSESSMENT FOR XXXXXXXXXXXXXXXXXXXX	14.00
1-03	30102	BANKCARD WTOT DISC	113.41
1-06	10106	BANKCARD BTOT DEP	78.20
1-06	10106	BANKCARD BTOT DEP	104.10
1-06	24	FEE ASSESSMENT FOR XXXXXXXXXXXXXXXXXXXX	4.00
1-06	8	CHARGEBACK ITEM	340.00
1-06	8	CHARGEBACK ITEM	680.00
1-06	8	CHARGEBACK FEE	6.00
1-06	8	CHARGEBACK FEE	6.00
1-06	920	Stop Payment Fee	25.00
1-07	74	LOCK BOX DEPOSIT	1476.19
1-07	21	CHECKING DEPOSIT	4380.00
1-07	10107	BANKCARD BTOT DEP	318.78
1-07	15	WTI XXXXXXXXXXXXXXXXXXXX	10000.00
1-07	25	FEE ASSESSMENT FOR XXXXXXXXXXXXXXXXXXXX	10.00
1-07	9	CHARGEBACK ITEM	63.88
1-07	9	CHARGEBACK FEE	6.00
1-07	15	WIRE TRANSFER FEE	10.00
1-08	46	CHECKING DEPOSIT	9610.83
1-08	10108	BANKCARD BTOT DEP	156.40
1-08	25	FEE ASSESSMENT FOR XXXXXXXXXXXXXXXXXXXX	4.00
1-09	35	LOCK BOX DEPOSIT	1803.47
1-09	63	CHECKING DEPOSIT	9590.74

CONTINUED ON NEXT PAGE

Member FDIC



OCEAN BANK

780 N.W. 42nd AVENUE, MIAMI, FLORIDA 33126

DIRECT ALL INQUIRIES TO: (305) 448-2265
POST OFFICE BOX 44-1140
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VA 130
AZUL TEL INC
2200 S DIXIE HWY
SUITE 506
MIAMI FL 33133

REDACTED

1-09	10109	BANKCARD	BTOT DEP	562.00
1-09	23	FEE ASSESSMENT FOR		20.00
1-09	10109	FL POWER & LIGHT ELEC PYMT		240.00
1-09	10109	FL POWER & LIGHT ELEC PYMT		240.00
1-09	10109	FL POWER & LIGHT ELEC PYMT		240.00
1-10	63	CHECKING DEPOSIT		14950.00
1-10	10110	BANKCARD	BTOT DEP	886.35
1-10	16	WTI		4699.88
1-10	16	20030109K30F385C000771		
1-10	16	WTI		9222.01
1-10	16	20030109L1B7033C000290		
1-10	26	FEE ASSESSMENT FOR		14.00
1-10	10	CHARGEBACK ITEM		31.57
1-10	10	CHARGEBACK FEE		6.00
1-10	16	WIRE TRANSFER FEE		10.00
1-10	16	WIRE TRANSFER FEE		10.00
1-13	97	LOCK BOX DEPOSIT		3573.82
1-13	10113	BANKCARD	BTOT DEP	409.82
1-13	10113	BANKCARD	BTOT DEP	733.18
1-13	10113	VERIZON WIRELESS COLLECT		664.97
1-14	12	LOCK BOX DEPOSIT		5212.47
1-14	23	CHECKING DEPOSIT		7068.74
1-14	10114	BANKCARD	BTOT DEP	255.50
1-14	16	WTI		3848.73
1-14	16	20030113K30F382C000977		
1-14	27	FEE ASSESSMENT FOR		2.00
1-14	16	WIRE TRANSFER FEE		10.00
1-15	48	LOCK BOX DEPOSIT		4482.12
1-15	10115	BANKCARD	BTOT DEP	156.40
1-15	15	WTI		10000.00
1-15	15	20030115B10FF11A000267		
1-15	25	FEE ASSESSMENT FOR		10.00
1-15	15	WIRE TRANSFER FEE		10.00
1-16	15	CHECKING DEPOSIT		35155.77
1-16	10116	BANKCARD	BTOT DEP	934.98
1-16	13	WTI		27519.30
1-16	13	20030115D30C12VC000919		
1-16	24	FEE ASSESSMENT FOR		2.00
1-16	13	WIRE TRANSFER FEE		10.00
1-16	13	WIRE TRANSFER FEE		40.00
1-16	13	WTO		8000.00
1-16	13	20030116F6B7001C000109		
1-17	63	LOCK BOX DEPOSIT		9299.18
1-17	70	CHECKING DEPOSIT		14040.00
1-17	10117	BANKCARD	BTOT DEP	450.70
1-21	63	CHECKING DEPOSIT		16780.47
1-21	10121	BANKCARD	BTOT DEP	882.86
1-21	10121	BANKCARD	BTOT DEP	920.47
1-21	10121	BANKCARD	BTOT DEP	1440.74
1-21	15	WIRE TRANSFER FEE		25.00

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Member FDIC



OCEAN BANK

780 N.W. 42nd AVENUE, MIAMI, FLORIDA 33126

DIRECT ALL INQUIRIES TO: (305) 448-2265
POST OFFICE BOX 44-1140
MIAMI, FLORIDA 33144-1140

Page 3 of 12
FROM 12-31-02 THRU 1-31-03

VA 130
AZUL TEL INC
2200 S DIXIE HWY
SUITE 506
MIAMI FL 33133

REDACTED

1-21	15	WIRE TRANSFER FEE	40.00
1-21	15	WTO [REDACTED]	4000.00
1-21	15	20030121F6B7001C000434	
1-21	15	WTO [REDACTED]	5000.00
1-22	46	LOCK BOX DEPOSIT	8778.07
1-22	66	CHECKING DEPOSIT	10712.50
1-22	10122	BANKCARD BTOT DEP	117.30
1-22	16	WTI [REDACTED]	16997.00
1-22		20030122B108384C004894	
1-22	20121	COMPUPAY BILLING MIAMI AR	55.00
1-22	16	WIRE TRANSFER FEE	10.00
1-23	66	LOCK BOX DEPOSIT	2995.78
1-23	10123	BANKCARD BTOT DEP	343.52
1-23	9	CHARGEBACK ITEM	32.70
1-23	20122	COMPUPAY BILLING MIAMI AR	81.65
1-23	9	CHARGEBACK FEE	6.00
1-24	42	LOCK BOX DEPOSIT	1669.08
1-24	10124	BANKCARD BTOT DEP	66.08
1-24	26	FEE ASSESSMENT FOR [REDACTED]	2.00
1-27	10127	BANKCARD BTOT DEP	250.56
1-27	10127	BANKCARD BTOT DEP	377.65
1-27	45	WTI [REDACTED]	50564.06
1-27		20030127B108384C004725	
1-27	26	FEE ASSESSMENT FOR [REDACTED]	4.00
1-27	15	WIRE TRANSFER FEE	10.00
1-28	14	LOCK BOX DEPOSIT	2369.35
1-28	78	CHECKING DEPOSIT	33403.16
1-28	36	NO FLOAT DEPOSIT	3450.00
1-28	10128	BANKCARD BTOT DEP	441.34
1-28	11	CHARGEBACK ITEM	37.76
1-28	11	CHARGEBACK FEE	6.00
1-29	10129	BANKCARD BTOT DEP	97.75
1-30	10130	BANKCARD BTOT DEP	205.27
1-30	14	WTI [REDACTED]	3025.55
1-30		20030130B6B7001C002179	
1-30	14	WIRE TRANSFER FEE	10.00
1-30	14	WIRE TRANSFER FEE	25.00
1-30	14	WTO [REDACTED]	1000.00
1-30		20030130F6B7001C000150	
1-31	90	LOCK BOX DEPOSIT	3697.42
1-31	10131	BANKCARD BTOT DEP	467.30
1-31	8	CASH MANAGEMENT MONTHLY FEES	70.00
1-31	999	TOTAL FEES ASSESSED	617.95

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
12-31	2812.43	1-02	18118.43	1-03	32582.87
1-06	28857.17	1-07	24422.26	1-08	15126.75
1-09	22961.52	1-10	52012.17	1-13	12848.35
1-14	23582.27	1-15	38106.89	1-16	93664.44
1-17	113226.75	1-21	107869.68	1-22	116749.55
1-23	81303.16	1-24	49967.90	1-27	98117.84

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Member FDIC



OCEAN BANK

780 NW 42nd AVENUE MIAMI, FLORIDA 33126

DIRECT ALL INQUIRIES TO: (305) 498-2265
POST OFFICE BOX 44-1140
MIAMI, FLORIDA 33144-1140

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FROM 12-31-02 THRU 1-31-03
974105

VA 130
AZUL TEL INC
2200 S DIXIE HWY
SUITE 506
MIAMI FL 33133

REDACTED

1-28 133698.82 1-29 118296.57 1-30 109856.33
1-31 113125.14

No.	Date	Amount	No.	Date	Amount
1777	1-13	1547.00	1785	1-09	57.88
1800	1-08	10000.00	1801	1-24	16847.00
1810*	1-28	1389.11	1819*	1-03	220.00
1820	1-02	1916.31	1821	1-07	1786.10
1834*	1-02	170.31	1835	1-09	48.56
1837*	1-02	7050.00	1839*	1-02	2782.00
1840	1-07	55.89	1842	1-07	106.17
1843	1-06	1175.00	1844	1-02	140.00
1846*	1-07	2487.62	1847	1-08	164.24
1848	1-08	108.81	1849	1-02	500.00
1850	1-07	168.49	1851	1-06	200.00
1852	1-06	1300.00	1853	1-07	540.00
1854	1-06	172.00	1855	1-08	27.81
1856	1-07	73.95	1857	1-07	500.00
1858	1-08	2964.00	1859	1-09	1270.50
1860	1-07	1027.17	1861	1-07	1608.17
1862	1-08	1500.00	1863	1-07	1468.51
1864	1-08	1403.88	1865	1-07	1500.00
1866	1-08	1500.00	1867	1-07	1234.50
1868	1-07	766.00	1869	1-09	2004.50
1870	1-13	1235.63	1871	1-07	2500.00
1872	1-15	94.40	1873	1-07	1726.93
1874	1-10	636.02	1875	1-07	2770.50
1876	1-08	1140.00	1877	1-13	35000.00
1878	1-08	250.00	1879	1-13	589.00
1880	1-14	48.49	1881	1-13	4000.00
1882	1-21	3795.00	1883	1-14	11.23
1884	1-22	25000.00	1886*	1-14	345.00
1887	1-14	5112.00	1888	1-13	144.08
1889	1-13	699.96	1890	1-14	122.80
1891	1-17	1181.00	1892	1-21	4701.15
1893	1-21	3950.00	1894	1-17	267.49
1895	1-27	584.38	1896	1-17	158.68
1897	1-17	120.40	1898	1-21	450.00
1899	1-24	15000.00	1900	1-17	2500.00
1901	1-30	10636.06	1902	1-23	1557.00
1904*	1-22	1160.00	1905	1-22	1500.00
1906	1-21	798.41	1907	1-21	977.17
1908	1-21	608.24	1909	1-21	536.64
1910	1-24	251.42	1911	1-23	37108.34
1912	1-21	500.00	1913	1-27	141.45
1914	1-24	720.00	1915	1-24	250.00
1916	1-27	2402.50	1917	1-29	15000.00
1918	1-28	2394.00	1919	1-29	500.00
1920	1-28	250.00	1921	1-31	86.00
1922	1-31	121.96			

COME AND VISIT OUR NEW FULL SERVICE ATM AT OUR BIRD RD BANKING CENTER LOCATED AT 7951 SW 40TH STREET, MIAMI. OCEAN BANK, AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER.

Member FDIC



OCEAN BANK

780 N.W. 42nd AVENUE MIAMI, FLORIDA 33126

DIRECT ALL INQUIRIES TO: (305) 448-2265
POST OFFICE BOX 44-1140
MIAMI, FLORIDA 33144-1140

Page 1 of 11
FROM 1-31-03 THRU 2-28-03

VA 130
AZUL TEL INC
2200 S DIXIE HWY
SUITE 506
MIAMI FL 33133

REDACTED

ACCOUNT INFORMATION

CHECKING NON PERSONAL

PREVIOUS BALANCE	1-31-03	113,125.14
NUMBER/TOTAL CREDITS	56	557,658.51
NUMBER/TOTAL DEBITS	133	612,826.23
FEE		162.77
NEW BALANCE		57,794.65

DAYS IN STATEMENT PERIOD	28
AVERAGE DAILY BALANCE	95,930.54
AVERAGE COLLECTED BALANCE	59,549.79

DESCRIPTIVE TRANSACTIONS

Date	Tracer	Description	Amount
2-03	52	CHECKING DEPOSIT	1670.00
2-03	48	CHECKING DEPOSIT	25228.68
2-03	15	WTI 20030203B10GC02C002486	62328.96
2-03	15	WIRE TRANSFER FEE	10.00-
2-04	67	LOCK BOX DEPOSIT	1368.42
2-04	20203	HB PROP B/C HMPROPB/C	135.94
2-04	20203	HB PROP B/C HMPROPB/C	387.82
2-04	15	WIRE TRANSFER FEE	25.00-
2-04	15	WTO 20030204F6B7001C000051	10000.00-
2-05	25	LOCK BOX DEPOSIT	533.37
2-05	20204	HB PROP B/C HMPROPB/C	396.47
2-06	65	CHECKING DEPOSIT	8850.00
2-06	65	CHECKING DEPOSIT	12554.27
2-06	20205	HB PROP B/C HMPROPB/C	148.58
2-06	20205	HB PROP B/C HMPROPB/C	139.46-
2-06	13	WIRE TRANSFER FEE	25.00-
2-06	13	WTO 20030206F6B7001C000075	10000.00-
2-07	154	CHECKING DEPOSIT	2000.00
2-07	20206	HB PROP B/C HMPROPB/C	515.25
2-07	16	WTI 20030206L1B7033C000379	10275.33
2-07	16	WTI OCEAN BANK	25293.07
2-07	16	20030207B108023C003043	
2-07	16	WIRE TRANSFER FEE	10.00-
2-07	16	WIRE TRANSFER FEE	10.00-
2-10	15	CHECKING DEPOSIT	15538.64
2-10	20207	HB PROP B/C HMPROPB/C	565.65
2-10	15	WTI 20030210B108384C002203	103707.10
2-10	10210	Cingular Wireless Payment	275.37-
2-10	15	WIRE TRANSFER FEE	10.00-
2-11	56	LOCK BOX DEPOSIT	5086.79
2-11	38	CHECKING DEPOSIT	613.15
2-11	20210	HB PROP B/C HMPROPB/C	170.00
2-11	20210	HB PROP B/C HMPROPB/C	308.03
2-11	20210	COMPUPAY BILLING MIAMI AR	225.00
2-11	16	WIRE TRANSFER FEE	25.00-

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OCEAN BANK

780 N.W. 42nd AVENUE, MIAMI, FLORIDA 33126

DIRECT ALL INQUIRIES TO: (305) 448-2265
POST OFFICE BOX 44-1140
MIAMI, FLORIDA 33144-1140

Page 2 of 11
FROM 1-31-03 THRU 2-28-03

YA 130
AZUL TEL INC
2200 S DIXIE HWY
SUITE 506
MIAMI FL 33133

REDACTED

2-11	16	WTO		26645.84-
		20030211F6B7001C000105		
2-12	13	LOCK BOX DEPOSIT		3962.95
2-12	20211	HB PROP B/C	HMPROPB/C	811.37
2-12	10212	HMCA PAY BY PHONE	8886487820	382.04-
2-12	14	WIRE TRANSFER FEE		25.00-
2-12	14	WIRE TRANSFER FEE		25.00-
2-12	14	WIRE TRANSFER FEE		25.00-
2-12	14	WTO		3000.00-
		20030212F6B7001C000049		
2-12	14	WTO		12000.00-
		20030212F6B7001C000108		
2-12	14	WTO		70000.00-
		20030212F6B7001C000099		
2-13	20212	HB PROP B/C	HMPROPB/C	97.51
2-13	25	FEE ASSESSMENT FOR		2.00-
2-14	28	LOCK BOX DEPOSIT		7702.82
2-14	11	CHECKING DEPOSIT		8549.82
2-14	20213	HB PROP B/C	HMPROPB/C	897.88
2-14	11	DEPOSIT CORRECTION		66.00
2-18	3	CHECKING DEPOSIT		2613.00
2-18	12	WTO		73300.00
		20030218B6B7001C0008705		
2-18	22	FEE ASSESSMENT FOR		4.00-
2-18	20214	HB PROP B/C	HMPROPB/C	25.00-
2-18	12	WIRE TRANSFER FEE		10.00-
2-19	38	LOCK BOX DEPOSIT		15469.75
2-19	20218	HB PROP B/C	HMPROPB/C	198.70
2-19	20218	HB PROP B/C	HMPROPB/C	204.30
2-19	20218	HB PROP B/C	HMPROPB/C	425.96
2-19	20218	HB PROP B/C	HMPROPB/C	2203.76
2-19	17	WTO		34986.73
		20030218D3QC12VC000753		
2-19	17	WIRE TRANSFER FEE		10.00-
2-19	17	WIRE TRANSFER FEE		25.00-
2-19	17	WIRE TRANSFER FEE		25.00-
2-19	17	WIRE TRANSFER FEE		25.00-
2-19	17	WIRE TRANSFER FEE		25.00-
2-19	17	WTO		213.48-
		20030219F6B7001C000105		
2-19	17	WTO		2700.00-
		20030219F6B7001C000265		
2-19	17	WTO		10733.85-
		20030219F6B7001C000189		
2-19	17	WTO		11000.00-
		20030219F6B7001C000283		
2-20	68	LOCK BOX DEPOSIT		2801.37
2-20	20219	HB PROP B/C	HMPROPB/C	896.68
2-20	9	CHARGEBACK ITEM		101.10-
2-20	9	CHARGEBACK FEE		6.00-
2-20	16	WIRE TRANSFER FEE		25.00-
2-20	16	WTO		38000.00-
		20030220F6B7001C000282		

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OCEAN BANK

780 N.W. 42nd AVENUE, MIAMI, FLORIDA 33126

DIRECT ALL INQUIRIES TO: (305) 448-2265
POST OFFICE BOX 44-1140
MIAMI, FLORIDA 33144-1140

Page 3 of 11
FROM 1-31-03 THRU 2-28-03

VA 130
AZUL TEL INC
2200 S DIXIE HWY
SUITE 506
MIAMI FL 33133

REDACTED

2-21	20220	HB PROP B/C	HMPROPB/C	1147.63
2-21	16	WIRE TRANSFER FEE		25.00-
2-21	16	WTO		1858.73-
		20030221F6B7001C000101		
2-24	32	LOCK BOX DEPDSIT		5208.07
2-24	20221	HB PROP B/C	HMPROPB/C	775.48
2-24	13	WTT		78034.00
		20030224B108384C0D2148		
2-24	8	CHARGEBACK ITEM		35.30-
2-24	8	CHARGEBACK ITEM		62.00-
2-24	8	CHARGEBACK ITEM		85.42-
2-24	8	CHARGEBACK FEE		6.00-
2-24	8	CHARGEBACK FEE		6.00-
2-24	8	CHARGEBACK FEE		6.00-
2-24	13	WIRE TRANSFER FEE		10.00-
2-24	13	WIRE TRANSFER FEE		25.00-
2-24	13	WTO		5000.00-
		20030224F6B7001C000229		
2-25	39	LOCK BOX DEPOSIT		2047.16
2-25	8	CHECKING DEPOSIT		902.43
2-25	8	CHECKING DEPOSIT		2853.62
2-25	8	CHECKING DEPOSIT		9362.22
2-25	20224	HB PROP B/C	HMPROPB/C	257.29
2-25	20224	HB PROP B/C	HMPROPB/C	610.92
2-25	13	WIRE TRANSFER FEE		25.00-
2-25	13	WIRE TRANSFER FEE		25.00-
2-25	13	WTO		11700.00-
		20030225F6B7001C000169		
2-25	13	WTO		30000.00-
		20030225F6B7001C000192		
2-26	102	LOCK BOX DEPOSIT		2347.13
2-26	83	CHECKING DEPOSIT		16992.13
2-26	20225	HB PROP B/C	HMPROPB/C	1050.19
2-27	36	LOCK BOX DEPOSIT		1381.26
2-27	20226	HB PROP B/C	HMPROPB/C	235.89
2-27	13	WTT		1000.00
		20030227B106C03C002661		
2-27	13	WIRE TRANSFER FEE		10.00-
2-27	13	WIRE TRANSFER FEE		25.00-
2-27	13	WTO		28000.00-
		20030227F6B7001C000321		
2-28	121	LOCK BOX DEPOSIT		588.77
2-28	10	CASH MANAGEMENT MONTHLY FEE		70.00-
2-28	999	TOTAL FEES ASSESSED		162.77-

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
1-31	113125.14	2-03	200908.48	2-04	192207.26
2-05	191712.99	2-06	75937.69	2-07	95878.29
2-10	200879.28	2-11	135897.66	2-12	27418.95
2-13	26677.26	2-14	27793.89	2-18	99153.40
2-19	122574.46	2-20	84258.71	2-21	74185.09
2-24	114553.69	2-25	87622.33	2-26	105076.78
2-27	60435.15	2-28	57794.65		

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OCEAN BANK

780 N.W. 42nd AVENUE, MIAMI, FLORIDA 33126

DIRECT ALL INQUIRIES TO: (305) 448-2265
POST OFFICE BOX 44-1140
MIAMI, FLORIDA 33144-1140

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FROM: 1-31-03 THRU: 2-28-03

VA 130
AZUL TEL INC
2200 S DIXIE HWY
SUITE 506
MIAMI FL 33133

REDACTED

No.	Date	Amount	No.	Date	Amount
1734	2-14	250.00	1811*	2-24	1389.11
1903*	2-11	1842.00	1923*	2-04	568.40
1924	2-05	249.11	1925	2-03	1434.30
1926	2-11	28582.31	1927	2-05	1175.00
1928	2-13	369.00	1930*	2-06	36323.69
1931	2-06	840.00	1932	2-10	100.44
1934*	2-07	753.83	1935	2-07	1182.71
1936	2-07	1172.00	1937	2-24	10000.00
1938	2-12	25000.00	1939	2-07	1808.17
1941*	2-07	1754.98	1942	2-07	624.33
1943	2-11	4064.00	1945*	2-07	1095.10
1946	2-07	1500.00	1947	2-10	2004.50
1948	2-07	1726.93	1949	2-10	11000.00
1950	2-07	1234.50	1951	2-11	1500.00
1952	2-11	1163.44	1953	2-10	86.00
1954	2-07	2500.00	1955	2-12	2249.99
1956	2-07	2770.50	1957	2-11	5112.00
1958	2-11	2000.00	1959	2-12	546.00
1960	2-10	1334.09	1961	2-25	450.00
1962	2-19	2327.70	1963	2-18	177.90
1964	2-18	122.65	1965	2-27	15000.00
1966	2-21	8850.00	1967	2-21	167.72
1968	2-13	468.20	1970*	2-18	897.07
1971	2-19	62.90	1972	2-18	912.40
1973	2-19	470.21	1974	2-21	320.00
1975	2-24	570.62	1976	2-14	15849.89
1977	2-18	86.00	1978	2-20	57.38
1979	2-18	713.75	1981*	2-18	669.63
1982	2-18	870.90	1983	2-18	64.19
1984	2-20	637.36	1986*	2-24	20809.05
1987	2-25	665.00	1988	2-19	1500.00
1989	2-20	75.96	1990	2-24	1538.60
1991	2-24	5.85	1992	2-20	111.00
1993	2-19	950.00	1995*	2-20	3000.00
1997*	2-27	1835.78	1998	2-24	4100.00
1999	2-25	100.00	2000	2-27	1000.00
2001	2-28	323.11	2002	2-26	2235.00
2004*	2-26	700.00	2006*	2-28	2673.39
2007	2-27	1388.00			

COME AND VISIT OUR NEW FULL SERVICE ATM AT OUR BIRD RD BANKING CENTER LOCATED AT 7951 SW 40TH STREET, MIAMI OCEAN BANK AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

ALTERNATIVE LOCAL EXCHANGE
TARIFF

APPLICATION OF:

Azul Tel, Inc
2200 South Dixie Highway, Suite 506
Miami, Florida 33133-2300

TITLE SHEET

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO ACCESS
SERVICES WITHIN THE STATE OF FLORIDA**

Azul Tel, Inc.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Azul Tel, Inc. This tariff is on file with the Florida Public Service Commission (PSC). Copies may be inspected during normal business hours at the Company's principle place of business 2200 South Dixie Highway, Suite 506, Miami, FL 33133.

ISSUED: May 15, 2003

EFFECTIVE:

Issued By:

Alejandro Sastre – Vice President
Azul Tel, Inc.
2200 South Dixie Highway, Suite 506
Miami, FL 33133

CHECK SHEET

Sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

Page	Revision	Page	Revision	Page	Revision
1	Original	30	Original		
2	Original	31	Original		
3	Original	32	Original		
4	Original	33	Original		
5	Original	34	Original		
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SYMBOLS SHEET

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 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 A Rate Or Charge**

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TARIFF FORMAT SHEETS

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 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 sheet version on file with the PSC. For example, the 4th revised Sheet 14. Because of various suspension periods, deferrals, Etc., the PSC follows in their 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.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a) I.
 - 2.1.1.A.1 (a) I. (i).
 - 2.1.1.A.1 (a) I. (i). (1).
- D. Check Sheets** - When a tariff filing is made with the PSC, an updated check sheet Accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the PSC.

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SECTION 1 – DEFINITIONS

Certain terms used generally throughout this tariff for the Access Services of the Company are defined below:

Access Code: A uniform seven-digit code assigned by the Company to an individual Customer. The seven-digit code has the form 950-XXXX or IOIXXXX.

Access Service: Switched Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

Access Service Request (ASR): The industry service order format used by Access Service Customers and Access providers as agreed to by the Ordering and Billing Forum.

Access Tandem: An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and Customers' premises.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions, to use Access Services.

Carrier or Common Carrier: See Interexchange Carrier or Exchange Carrier.

Co-Carrier: Any other Telecommunications provider authorized by the Commission to provide local exchange service in the state.

Common Channel Signaling (CCS): A high-speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

Company: Azul Tel, Inc.

Customer: The person, firm, corporation or other entity, which orders Service and is responsible for the payment of charges and for compliance with the Company's tariff regulations. The Customer could be an Interexchange carrier, a wireless provider, or any other carrier authorized to operate in the state.

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SECTION 1- DEFINITIONS, (Cont'd)

800 Data Base Access Service: The term "800 Data Base Access Service" denotes a toll-free originating Trunk side Access Service when the 8XX Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used. The term 8XX is used interchangeably with 800 Data Base Service throughout this Tariff to describe this service.

End User: Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier.

Entrance Facility: A trunk facility connecting the Customer's point-of-presence (POP) with the local switching center.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Firm Order Confirmation (FOC): Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

Individual Case Basis (ICB): A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Interexchange Carrier (IXC) or Interexchange Common Carrier: Any individual, partnership, association, joint stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

LATA: A local Access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Line Information Data Base (LIDB): The data base which contains base information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

Local Access: The connection between a Customer's premises and a POP of the Exchange Carrier.

Local Switching Center: The switching center where telephone exchange service Customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

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SECTION 1- DEFINITIONS, (Cont'd)

Meet Point: A point of interconnection that is not an end office or tandem.

Meet Point Billing: The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective tariff or price list.

Mobile Telephone Switching Office: Location where the wireless Customer maintains a facility for purposes of interconnecting to the Company's Network.

Mutual Traffic Exchange: A compensation arrangement between certified local exchange service providers where local exchange service providers pay each other "in kind" for terminating local exchange traffic on the other's network.

Network Services: The Company's telecommunications Access Services offered on the Company's Network.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Off-Hook: The active condition of Switched Access or a telephone exchange service line.

On-Hook: The idle condition of switched Access or a telephone exchange service line.

Out of Band Signaling: An exchange Access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

POP (Point-of-Presence): Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network.

Premises: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Presubscription: An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to Access, without an Access Code, for completing both IntraLATA toll calls and/or InterLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC).

PSC: Florida Public Service Commission may also be shown as FPSC, or Commission.

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SECTION 1- DEFINITIONS, (Cont'd)

Recurring Charges: The monthly charges to the Customer for services, facilities, and equipment, which continues for the agreed upon duration of the service agreement, or longer if the agreement is renewed, by the customer.

Service Order: The written request for Network Services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this tariff.

Services: The Company's telecommunications Access Services offered on the Company's Network.

Signaling Point of Interface: The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

Signaling System 7 (SS7): The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Switched Access Service: Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to carriers, as defined in this tariff.

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Wireless Provider: Any carrier authorized to operate as a provider of cellular, personal communications, paging or any other form of wireless transmission.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company's services offered pursuant to this tariff are furnished for Switched Access Service. The Company may offer these services over its own or resold facilities.

The Company installs, operates, and maintains the communications services provided herein in Accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering Access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Company network. The Customer shall be responsible for all charges due for such service agreement.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

2.1.2 Shortage of Equipment or Facilities

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

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.1 Undertaking of the Company, (Cont'd)

2.1.2 Shortage of Equipment or Facilities, (Cont'd)

- C. The provisioning and restoration of service in emergencies shall be in Accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

2.1.3 Terms and Conditions

- A. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B. The Customer agrees to operate Company-provided equipment in Accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.C below.
- C. The 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 Accepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.1 Undertaking of the Company, (Cont'd)

2.1.4 Liability of the Company

- A. The liability of the Company for damages arising out of the finishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering, installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of the Company's liability, if any, shall be limited as provided herein.
- C. 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 anyone or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.1 Undertaking of the Company, (Cont'd)

2.1.4 Liability of the Company, (Cont'd)

- D. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carriers.
- E. 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.
- F. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, 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, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.F as a condition precedent to such installations.
- G. The Company shall not be liable for any defacement of or damage to Customers 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 the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees' of the Company.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.1. Undertaking of the Company, (Cont'd)

2.1.4 Liability of the Company, (Cont'd)

- H. Notwithstanding the Customer's obligations as set forth in Section 2.3 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.
- I. (Reserved for Future Use)
- J. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- K. The Company makes no warranties or representation, express or implied, including warranties or merchant's ability or fitness for a particular use, except those expressly set forth herein.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.1 Undertaking of the Company, (Cont'd)

2.1.4 Liability of the Company, (Cont'd)

- L. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations.

- M. Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.1 Undertaking of the Company, (Cont'd)

2.1.5 Notification of Service-Affecting Activities

The Company will attempt to 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.

2.1.6 Provisions of Equipment and Facilities

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

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.1 Undertaking of the Company, (Cont'd)

2.1.6 Provisions of Equipment and Facilities, (Cont'd)

- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Notwithstanding the above, the Company shall not be responsible for:
 - 1. The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;
 - 2. The reception of signals by Customer-provided equipment; or
 - 3. Network control signaling where Customer performs such signaling provided network control signaling equipment.
- G. The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters, which affect telecommunications services

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.1 Undertaking of the Company, (Cont'd)

2.1.6 Provisions of Equipment and Facilities, (Cont'd)

- H. The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

2.1.7 Non-routine Installation

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

2.1.8 Special Construction

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

- A. where facilities are not presently available and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.1 Undertaking of the Company, (Cont'd)

2.1.8 Special Construction (Cont'd)

- D. where facilities are requested in a quantity greater than that which the Company would normally construct;
- E. where installation is on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. installation involving abnormal costs; or
- H. in advance of its normal construction schedules.

Special construction charges for Switched Access Service will be determined on an individual use basis.

2.1.9 Ownership of Facilities

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

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions; and if the Reseller intends to provide intrastate services, is certified with the appropriate state entity.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.3 Obligations of the Customer

2.3.1 The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this tariff;
- B. reimbursing the Company for 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. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated in the Company's right of recovery of damages to the extent of such payment;
- 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 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 conduit necessary for installation of fiber optic cable and associated equipment used to provide Access Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1C above. 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 owned entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to Accepting an order for service;

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.3 Obligations of the Customer, (Cont'd)

2.3.1 The Customer shall be responsible for, (Cont'd):

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
- F. 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 obtaining under Section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the Customer Premises 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
- G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.3 Obligations of the Customer, (Cont'd)

2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from 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 of or injury to persons, including, but not limited to employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees;
- 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 the Customer and the Company.

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SECTION 24 - RULES AND REGULATIONS, (Cont'd)

2.3 Obligations of the Customer, (Cont'd)

2.3.3 Jurisdictional Reporting

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic.

- A. Originating Access: Originating Access minutes consist of traffic originating from the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on a quarterly basis.

If no PIU for originating minutes is submitted as specified herein, the Company will apply a default PIU of 50%.

- B. Terminating Access: Terminating Access minutes consist of traffic terminating to the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on a quarterly basis.

If no PIU for terminating minutes is submitted as specified herein, a default PIU of 50% will be applied by the Company.

- C. Except where the Company measured Access minutes are used as set forth above, the Customer reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below.

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SECTION 25 - RULES AND REGULATIONS, (Cont'd)

2.3 Obligations of the Customer, (Cont'd)

2.3.3 Jurisdictional Reporting, (Cont'd)

D. Effective on the first of January, April, July and October of each year the Customer shall update its interstate and intrastate jurisdictional report. The Customer shall forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June, and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in the Access Service Request.

D. **Jurisdictional Reports Verification:**

For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company request. The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, at its own expense, has the right to retain an independent auditing firm.

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SECTION 26 - RULES AND REGULATIONS, (Cont'd)

2.4 Customer Equipment and Channels

2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

2.4.2 Station Equipment

- A The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition, which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or 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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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.4 Customer Equipment and Channels, (Cont'd)

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Access Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Access 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 or price lists of the other communications carriers, which are applicable to such connections.

2.4.4 Inspections

- A. Upon reasonable notification of the Customer, and at reasonable times, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B for the installation, operation, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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SECTION 28 - RULES AND REGULATIONS, (Cont'd)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

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 Access Services. All such taxes shall be separately designated on the Company's invoices.

2.5.2 Billing and Collection of Charges

Unless otherwise specified herein, bills are due and payable upon receipt.

The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this tariff attributable to services established, provided, or discontinued during the preceding billing period.

Non-Recurring Charges are due and payable within 30 days after the invoice date.

The Company shall present invoices for all Charges monthly to the Customer.

Amounts not paid within 30 days after the date of invoice will be considered past due. The Company will assess a late payment charge equal to 1.5% per month for any past due balance that exceeds 30 days. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.

If a service is disconnected by the Company in Accordance with Section 2.5.3 following and later restored, restoration of service will be subject to all applicable installation charges.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.5 Payment Arrangements, (Cont'd)

2.5.2 Billing and Collection of Charges, (Cont'd)

The Customer shall notify the Company of any disputed items on an invoice within 90 days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedures.

2.5.3 Refusal and Discontinuance of Service

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any Liability.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.5 Payment Arrangements, (Cont'd)

2.5.3 Refusal and Discontinuance of Service, (Cont'd)

- E. Upon the Company's discontinuance of service to the Customer under Section 2.5.3.A, or 2.5.3.B above, the Company, in addition to all other remedies that maybe available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.
- F. The Company may discontinue the furnishings of any and/or all service(s) to Customer, without incurring any liability:
1. Immediately and without 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. The Company may discontinue service pursuant to this sub-section 2.5.3.F. 1(a-f), if
 - (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s); or
 - (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.5 Payment Arrangements, (Cont'd)

2.5.3 Refusal and Discontinuance of Service, (Cont'd)

F. (Cont'd)

1. (Cont'd)

- (c) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in Accordance with Section 2.5.3.A above; or
- (d) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used; or
- (e) The Customer uses, or attempts or use, service with the intent to void the payment, either in whole or in part, of the tariff charges for the service by:
 - (I) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff, or
 - (II) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices: or
 - (III) Any other Fraudulent means or devices; or

- 2. Upon ten (10) days' written notice to the Customer of any sum thirty (30) days past due;

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.5 Payment Arrangements, (Cont'd)

2.5.3 Refusal and Discontinuance of Service, (Cont'd)

F. (Cont'd)

3. Upon ten (10) days' written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in Accordance with Section 2.5.3.A, above; or
4. Seven (7) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

G. 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.

2.5.4 Cancellation of Application for Service

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. The special charges described will be calculated and applied on a case-by-case basis.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.6 Allowances for Interruptions in Service

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

The credit allowance will be calculated by the Company after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service Outage conditions are defined as complete loss of call origination and/or receipt capability. Credit Allowances, if any, will be deducted from the charges payable by the IXC and will be expressly indicated on the next invoice. A Service Outage begins when the IXC reports the outage to the Company. A Service Outage ends when the affected circuit and/or associated Company equipment is fully operational in Accordance with the technical specifications.

Credit allowances do not apply to outages (i) caused by the IXC; (ii) due to failure of equipment provided by the IXC; (iii) during any period in which the Company is not given Access to the service premises; (iv) failures of LEC facilities or equipment which are carrying the failures resulting from the activities or negligence of LEC employees; (v) inability to gain Access to the IXC's equipment; and (vii) due to mutually agreed upon maintenance and repair.

Credit Allowances received by the Company from the LEC for Off Net facility outages, which affects the IXC's Switched Services, will be passed through to the IXC in the form of a credit on the next invoice.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.6 Allowances for Interruptions in Service, (Cont'd)

2.6.1 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 Company;
- 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;
- G. interruption of service due to circumstances or causes beyond the control of the Company.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.7 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 pursuant to any financing, merger or reorganization of the Company.

2.8 Notices and Communications

2.8.1 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 the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.8.2 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 the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.

2.8.3 All notices or other communications required to be given pursuant to this tariff shall 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 deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.8.4 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.

2.9 Meet Point Billing

Meet Point Billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth below:

The Company Accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

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SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE

3.1 General

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Switched Access Service, as defined in this tariff. These charges are in addition to other applicable charges set forth in other sections of this tariff.

3.1.1 Ordering Conditions

Unless otherwise specified herein, all services offered under this tariff shall be ordered using an ASR. The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.

The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:

- A. Customer name and Premise(s) address(es);
- B. Billing name and address (when different from Customer name and address); and
- C. Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

3.1.2 Provision of Other Services

Unless otherwise specified herein, all services offered under this tariff shall be ordered with an ASR. With the agreement of the Company, other services may subsequently be added to the ASR at any time, up to and including the service date for the Access Service.

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SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (Cont'd)

3.2 Access Order

When a Customer requests new or additional Switched Access Service, one or more ASR's may be required. The number of orders required is dependent on the type of services and/or facilities being requested.

3.2.1 Access Service Date Intervals

Access Service is provided with one of the following Service Date intervals:

- Standard Interval
- Negotiated Interval

The Company will specify a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in Accordance with the Customer's requested interval, subject to the following conditions:

A. Standard Interval

The Standard Interval for Switched Service will be 10 business days from the Application Date. This interval only applies to standard service offerings for a Customer that is On-Net and at locations where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

B. Negotiated Interval

The Company will negotiate a Service Date interval with the Customer when:

1. The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or

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SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (Cont'd)

3.2 Access Order, (Cont'd)

3.2.1 Access Service Date Intervals, (Cont'd)

B. Negotiated Interval (Cont'd)

2. There is no existing facility connecting the Customer Premises with the Company; or
3. The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or
4. The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date.

All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

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SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (Cont'd)

3.2 Access Order, (Cont'd)

3.2.2 Access Service Request Modifications

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may Accept a verbal modification from the Customer. The Company will make every effort to Accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours.

3.2.3 Minimum Period of Service

The minimum period for which Access Service is provided and for which charges are applicable is one month.

A. The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:

1. A change in the identity of the Customer of record; or
2. A move by the Customer to a different building.

B. When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly-billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is equivalent to 50,000 billed minutes of use for the applicable service.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

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SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (Cont'd)

3.3 Access Service Order Charge

Per Order:

ICB

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SECTION 4 - SWITCHED ACCESS SERVICE

4.1 General

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises, and to terminate calls from a Customer's Premises location to an End User's Premises.

Switched Access Service is only available when originating or terminating calls from or to an end user which subscribes to the Company's Local Exchange Services.

Rates and charges are set forth in Section 5. The application of rates for Switched Access Service is described in Section 5.

4.2 Provision and Description of Switched Access Service Arrangements

4.2.1 Feature Group Access

FG Access is provisioned at the DS-1 level and provides trunk-side Access to Local Switching Center switches, for the Customer's use in originating and terminating communications. Basic FG Access service will be provided with Multi-Frequency In Band Signaling (SS7 is also available, where capabilities exist).

Tandem Connect Access: Applies when the customer has no direct facilities to the Company. All traffic is routed to and from the Company's local switching center via the Customer's tandem provider. Delivery of calls to, or Acceptance of calls from, the Company's end user customer locations via Tandem Connect Access over Company-switched local exchange services shall constitute an agreement by the Customer to purchase Tandem Connect Access services as described herein. The Company reserves the right to require the Customer to submit an ASR for Tandem Connect Access.

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SECTION 4 - SWITCHED ACCESS SERVICE, (Cont'd)

4.2 Provision and Description of Switched Access Service Arrangements, (Cont'd)

4.2.2 Manner of Provision

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality. It is the Customer's responsibility to provide the Company with a usage demand estimate for the first 3 months of service. This demand estimate should be included with the Access order information.

4.2.3 Call Types

The following Switched Access Service call types are available:

A. Originating 101XXXX FG Access*

The Access code for FG Access switching is a uniform Access code of the form 101XXXX. A single Access code will be the assigned number of all FG Access provided to the Customer by the Company. When the Access code is used, FG Access switching also provides for dialing the digit 0 for Access to the Customer's operator service, 911 for Access to emergency service, and/or the end of dialing digit (#) for cut-through Access to the Customer's premises. Originating 101XXXX FG Access rates also apply where service is Accessed via "1+" where Presubscription is available.

** Other supported call types may include FGA, FGB, and 500/700/900 Access.*

B. Originating 8XX FG Access

8XX Data Base Access Service is a service offering utilizing originating Trunk side Switched Access Service. When an 8XX + NXX + XXXX call is originated by an End User, the Company will perform the 8XX database query to determine the proper 8XX provider to which the call will be routed.

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SECTION 4 - SWITCHED ACCESS SERVICE, (Cont'd)

4.2 Provision and Description of Switched Access Service Arrangements, (Cont'd)

4.2.3 Call Types, (Cont'd)

C. Terminating FG Access

FG Access, when used in the terminating direction, may only be used to Access end users who are subscribing to the Company's Local Exchange Services. Calls in the terminating direction will not be completed to 950-OXXX or 950-1XXX Access codes, local operator assistance (0- and 0+), Directory Assistance, (411 or 555-1212) service codes 611 and 911 and 101XXXX Access codes.

4.3 Reports and Testing

4.3.1 Design Layout Report: At the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided from the Customer's Premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.

4.3.2 Acceptance Testing: At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, d.c. continuity and operational signaling.

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SECTION 5 - SWITCHED ACCESS RATES

5.1 General

This section contains the specific regulations governing the rates and charges that apply for Switched Access Services.

There are three types of rates and charges that apply to Switched Access Service:

Non-Recurring Charges: One-time charges that apply for a specific work activity.

Recurring Charges: Fixed charges apply each month and depend on the number and type of facilities in place.

Usage Charges: Charges that are applied on a per Access minute basis. Usage rates are Accumulated over a monthly period.

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SECTION 5 - SWITCHED ACCESS RATES, (Cont'd)

5.2 Rate Categories

There are Five rate categories, which apply to Switched Access Service:

- Carrier Common Line
- Switched Transport
- End Office Switching
- Toll-Free 8XX Data Base Access Service
- Optional Features

5.2.1 Carrier Common Line

The Carrier Common Line rate category establishes the charges related to the use of Company-provided end user common lines by customers and end users for interstate Access.

5.2.2 Switched Transport

The Switched Transport rate category establishes the charges related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es) where the customer's traffic is switched to originate or terminate the customer's communications. The Switched Transport rate category also includes transport between an end office, which serves as host for a remote switching system or module (RSS or RSM) and the RSS or RSM. The option of dedicated transport is presently only available between the customers designated premises and the Company's tandem.

5.2.3 End Office Switching

The End Office Switching rate category establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, the terminations of calls at Company Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signaling function between the end office and the STP.

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SECTION 5 - SWITCHED ACCESS RATES, (Cont'd)

5.2 Rate Categories (Cont'd)

5.2.4 Toll-Free 8XX Data Base Query

The Toll-Free 8XX Data Base Query Charge, will apply for each Toll-Free 8XX call query received at the Company's (or its provider's) Toll-Free 8XX data base.

5.2.5 Switched Access Optional Features

Following are the various optional features that are available, where the technical capability exists:

- (a) Supervisory Signaling
- (b) Alternate Traffic Routing
- (c) Cut-Through
- (d) Service Class Routing
- (e) FGD with 950 Access
- (f) Signaling System Seven (SS7)
- (g) Basic Initial Address Message Delivery
- (h) Called Directory Number Delivery
- (i) Flexible Automatic Number Identification Delivery

Other optional features may be available on an individual case basis.

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SECTION 5 - SWITCHED ACCESS RATES, (Cont'd)

5.3 Billing of Access Minutes

When recording originating calls over FG Access with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FG Access ends when the originating FG Access entry switch receives disconnect supervision from either the originating End User's Local Switching Center - (indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.

For terminating calls over FG Access with multi-frequency address signaling, the measurement of Access minutes begins when a seizure signal is received from the Carrier's trunk group at the POP within the LATA. The measurement of terminating call usage over FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

When recording originating calls over FG Access with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating FG Access usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FG Access with SS7 signaling, the measurement of Access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.

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SECTION 5 - SWITCHED ACCESS RATES, (Cont'd)

5.4 Rates and Charges

5.4.1 Carrier Common Line

Per Originating Access Minute: \$0.010000

Per Terminating Access Minute: \$0.015847

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SECTION 5 - SWITCHED ACCESS RATES, (Cont'd)

5.4 Rates and Charges, (Cont'd)

5.4.2 Switched Transport

A.	<u>Entrance Facility</u>	<u>Nonrecurring</u>	<u>Monthly Recurring</u>
	First DS1:	\$866.97	\$133.81
	Additional DS1s:	\$486.83	\$133.81
B.	<u>Tandem-Switched Transport</u>		
	1 <u>Tandem Switched Transport</u>		
	Installation, per trunk		
	First	\$470.00	
	Additional	\$76.00	
	2 Common Transport, per Minute		\$0.000360
	3 Common Transport, per Minute, per Mile		\$0.000040
	4 Tandem Switching, per Minute		\$0.000500
	5 Common Transport Multiplexing (CMUX) per minute		\$0.000387
	6 Common Trunk Port (CTP)		\$0.000800
	7 Transport Interconnection Charge, per Minute		\$0.000000
	8 Host/Remote Transport Elements		
	a. Transport, per Minute		\$0.000360
	b. Transport, per Minute, per Mile		\$0.000040
C.	<u>Direct Trunked Transport</u>		
	Dedicated Trunk Port, per Port	N/A	\$9.47
	Termination per DS1	N/A	\$139.98

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SECTION 5 - SWITCHED ACCESS RATES, (Cont'd)

5.4 Rates and Charges, (Cont'd)

5.4.3 End Office Switching

A. Local Switching, per Minute	\$0.00876000
B. Information Surcharge, per Minute	\$0.00029588

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SECTION 5 - SWITCHED ACCESS RATES, (Cont'd)

5.4 Rates and Charges, (Cont'd)

5.4.4 Toll-Free 8XX Data Base Access Service

Per Query: \$0.00400

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SECTION 6 - MISCELLANEOUS SERVICES AND CHARGES

6.1 PIC Change Charge

Nonrecurring Charge per Change: \$1.49

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SECTION 6 - MISCELLANEOUS SERVICES AND CHARGES

6.2 Billing Name and Address

6.2.1 Service Description

Billing Name and Address (BNA) service provides Account detail of the Company's customers to Interexchange carriers, operator service providers, enhanced service providers, and any other provider of interstate telecommunications services.

6.2.2 General

- A. Upon Acceptance of an order for BNA service, the Company will furnish Account detail for each working number submitted. Account detail consists of current data base information including the end user's billing name and billing address.
- B. Only current information, which resides in the Company's data base will be provided. Customers ordering BNA service must Accept BNA Account detail on an "as is" basis.
- C. The Company will specify the location where requests for BNA service are to be received, and the format in which the requests are to be provided.
- D. The subscribing customer must agree that BNA information will not be resold or otherwise provided to any other person, corporation, partnership or entity, other than Customer's authorized billing agent, and that Billing Name and Address shall be used by Customer or Customer's authorized billing agent solely for:
 - 1. Billing its customers for using Customer's telecommunications services.
 - 2. Any purpose associated with the equal Access requirement of United States v. AT&T, 552 F. Supp. 131 (D.D.C. 1982).
 - 3. Verification of service orders of new customers, identification of customers who have moved to a new address, fraud prevention, and similar non-marketing purposes.

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SECTION 6 - MISCELLANEOUS SERVICES AND CHARGES, (Cont'd)

6.2 Billing Name and Address, (Cont'd)

6.2.2 General, (Cont'd)

For calling card calls and collect and third party billed calls, Billing Name and Address for ANI service is not available on Accounts of non-published/unlisted end users who, by request to the Company (which request may be submitted at any time), have specified that such information not be released.

E. Manual Request

1. At the customer's option, the Company will provide BNA via manual request procedures.
2. BNA service information will be provided by the Company in standard paper format via facsimile or first class U.S. mail.
3. The data will be provided in a time frame mutually agreed to by the customer and the company. Availability of data may be delayed if errors exist in the request received from the customer.

F. Mechanized Request

1. At the customer's option, the Company will provide BNA, subject to procedures established for Customer Account Record Exchange (CARE).
2. The customer will submit its requests through proper CARE procedures, as revised or amended.

G. Upon receipt of a request from a vendor for BNA, the Company will provide the requested information to the vendor within ten (10) business days of the Company's receipt of the vendor's request. Both the request and the provision of the BNA information will be in a mutually agreed-upon format.

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SECTION 6 - MISCELLANEOUS SERVICES AND CHARGES, (Cont'd)

6.2 Billing Name and Address, (Cont'd)

6.2.3 Rate Regulations

The number of BNA records for which charges apply will be Accumulated by the Company, and billed to the customer on a monthly basis at the rates set forth in 6.6.4 following.

- (A) For each order for BNA information received by the Company, a BNA Order Charge applies. In addition, a charge applies for each customer specific record provided. The BNA Order Charge and the Per Record Charge are specified in 6.6.4 following.
- (B) Where available, the customer may order an output format other than a standard paper format in order to meet a customer's specific requirement. This option is subject to an hourly programming charge as specified in 6.6.4 following and is in addition to the BNA Order Charge and the BNA Record Request Charge.

6.2.4 Rates and Charges

	BNA Request <u>Manual</u>	BNA Request Mechanized
Charge per BNA Order	\$50.94	ICB
Charge per BNA Record Re- Programming and/or Research (Per half hour or fraction	\$00.33 \$37.20	ICB ICB

6.3 CSI Requests

The Company will respond to bona-fide CSI requests from certificated telecommunications companies only if the carrier provides ITI with a letter of authorization (LOA) signed by the customer. Credit information will also be provided if the carrier has a credit release signed by the customer. The average time for the provision of the CSI will be three (3) working days.

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SECTION 7 - DEDICATED ACCESS SERVICE

The Company provides interstate Dedicated Access Service for use as a stand-alone service, or in connection with other Company services. Dedicated Access Services are offered on a point-to-point basis. Each Dedicated Access Service is dedicated to the Customer and the entire usable bandwidth for each service is available to the Customer for their exclusive use.

Pricing for all Dedicated Access Services is on an Individual Case Basis (ICB).

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SECTION 8.0 - SPECIAL ARRANGEMENTS

8.1 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on an Individual Case Basis (ICB) in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service, or to establish rates for services for which the Company has not yet established generically tariffed rates. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

8.2 Contracts

The Company may provide any of the services offered under this tariff, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under contract are not eligible for any promotional offerings, which may be offered by the Company from time to time.

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