

ORIGINAL



030 632-TX

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

COMMISSION
CLERK

JUN 16 AM 10:23

RECEIVED-FPSC

Wednesday, May 07, 2003

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

Re: International Telnet, Inc.

To Whom It May Concern:

Enclosed please find an original and six (6) copies of the International Telnet, Inc. filing for a Certificate to provide Alternative Local Exchange Service (ALEC) including the Florida Access Tariff for this filing.

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.

Sincerely,

Matthew Schulman
Regulatory Consultant

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

Initials of person who forwarded check:

dj/ms
Enclosure

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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:

International Telnet, Inc.

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

International Telnet, Inc.

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

International Telnet, Inc.
4995 Northwest 72nd Ave, Suite 301
Miami, FL 33166-5643

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

International Telnet, Inc.
4995 Northwest 72nd Ave, Suite 301
Miami, FL 33166-5643

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:

P94000040362

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

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

not applicable

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:

not applicable

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

(a) The Florida Secretary of State registration number:

not applicable

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

Name: not applicable

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: (____) _____ Fax No.: (____) _____

Internet E-Mail Address: _____

Internet Website Address: _____

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

(a) The Florida registration number: not applicable

14. **Provide F.E.I. Number (if applicable):** 65-0493430

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.

not applicable

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

not applicable

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

(a) The application:

Name: Matthew Schulman

Title: Regulatory Consultant- Regnum Group, Inc.

Address: 8181 NW 36th St., 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: http://www.regnumgroup.com/.

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

Name: Ricardo Cruz
Title: President
Address: 4995 NW 72nd Ave., Suite 301
City/State/Zip: Miami, Florida, 33166
Telephone No.: (305) 592-3070 Fax No.: (305) 592-2965
Internet E-Mail Address: Ricardo@inttel.com
Internet Website Address: www.inttel.net

(c) Complaints/Inquiries from customers:

Name: Giovanni Solano
Title: Customer Service Manager
Address: 4995 NW 72nd Ave., Suite 301
City/State/Zip: Miami, Florida, 33166
Telephone No.: (305) 592-3070 Fax No.: (305) 592-2965
Internet E-Mail Address: Giovanni@usa.com
Internet Website Address: www.inttel.net

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.

not applicable

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

not applicable

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

not applicable

18. **Submit the following:**

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

Please refer to Exhibit labeled 18 A

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

Please refer to Exhibit labeled 18 B

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. *Please refer to Exhibit labeled 18 C*

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: *Please refer to Exhibit labeled 18 C*
2. income statement: and *Please refer to Exhibit labeled 18 C*
3. statement of retained earnings.*Please refer to Exhibit labeled 18 C*

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

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

1. **written explanation** that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
Please refer to Exhibit labeled 18 C
2. **written explanation** that the applicant has sufficient financial capability to maintain the requested service.
Please refer to Exhibit labeled 18 C
3. **written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations.
Please refer to Exhibit labeled 18 C

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:

Ricardo Cruz

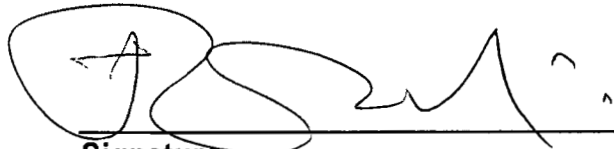
Print Name

President

Title

305-592-3070

Telephone No.



Signature

April 24, 2003

Date

305-592-2965

Fax No.

Address:

International Telnet, Inc.

4995 Northwest 72nd Ave, Suite 301

Miami, FL 33166

Email: ricardo@inttel.net

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:

Ricardo Cruz

Print Name

President

Title

305-592-3070

Telephone No.



Signature

April 24, 2003

Date

305-592-2965

Fax No.

Address:

International Telnet, Inc.

4995 Northwest 72nd Ave, Suite 301

Miami, FL 33166

Email: ricardo@inttel.net

INTRASTATE NETWORK (if available)

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

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

- | | |
|--|----------------------------|
| 1) <u>4995 NW 72nd Ave., Suite 301</u>
<u>Miami, Florida, 33166</u>
<u>owned</u> | 2) _____

_____ |
| 3) _____

_____ | 4) _____

_____ |

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

- | | |
|--|----------------------------|
| 1) <u>4995 NW 72nd Ave., Suite 301</u>
<u>Miami, FL 33166</u>
<u>owned</u> | 2) _____

_____ |
| 3) _____

_____ | 4) _____

_____ |

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

<u>Pop-to-pop</u>	<u>OWNERSHIP</u>
1) <u>FGD Trunks-copper</u>	<u>Bell South</u>
2) <u>T-level interconnection - fiber</u>	<u>Sprint</u>
3) <u>local loops-</u>	<u>Bell South</u>
4) _____	_____

CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT

1. (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: _____

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation, as amended to date, of INTERNATIONAL TELNET, INC., a corporation organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this corporation is P94000040362.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capitol, this the
Twenty-eighth day of February, 1996



CR2EO22 (2-95)

Sandra B. Northam

Sandra B. Northam
Secretary of State

**EXHIBIT 18 A
MANAGERIAL EXPERIENCE**

APPLICATION OF:

**International Telnet, Inc
4995 NW 72nd Ave., Suite 301
Miami, Florida 33166-5643**

Ricardo Cruz

2889 McFarlane Road
Unit #1118
Coconut Grove, FL 33133
Email: Ricardo@inttel.net

Tel. 305/445-2436

International Marketing, Sales & Business-Development Executive
Expert in U.S. and Latin American Telecommunications Industry

Key Top-level Contacts/Organizational Leadership/International Operations
Fluent: English & Spanish

Professional qualifications & experience 25 + years of International sales, marketing & operations. Develop profitable distribution networks, initiate successful sales operations and operate key organizations in existing/emerging Latin American markets.

Core Skills

- Latin American telecommunications & business protocol
- Developing key strategic partnerships/alliances
- New products/service launch
- Strategic market-analysis/business development
- Building active dealer/distributor networks
- Communications skills (verbal & written)
- Strategic planning & implementation
- Advertising, marketing, sales & promotion

Professional Experience

International Telnet, Inc.
President

1994 to Current

- Founded, managed & directed a telecommunication and satellite carrier company. Hold all required state & federal licenses.

- Have owned and operated earth stations/teleports in 8 different in Latin America & Caribbean.
- Have built a substantial sales/customer base to provide our telecommunication services on a wholesale level.
- Own & operate our own tandem switching facilities.

Transglobal Communication Enterprises, Inc. 1990 to Current
President

- Founded, managed & directed a telecommunication long distance provider on a retail level.
- Pioneers in the pre-paid calling card industry in South America

RCI Exports, Inc. 1981 to 1990
President

- Founded, managed & directed an Export company.
- Specialized in the exporting of heavy equipment parts to various countries in South America.

Education

Miami-Dade Community College

- Import/Export & Freight Forwarding
- Real Estate (hold Florida Sales license)
- International Commerce
- Business Management

References Furnished upon Request

German Posada

400 N.W. 102 Terrace
Pembroke Pines, Florida 33026

(954) 450-3291
german@inttel.net

FINANCIAL ANALYST / PLANER
Utilizing Outstanding Analytical, Accounting, and Financial-Leadership Skills.

Professional Experience

FINANCIAL ANALYST / PLANER **International Telnet Inc. Miami, Florida**

July 2000 - Currently

Strategy financial planning and analysis, expense control, costumer service (clients and providers), manage all financial research and analysis for customers and providers. Monitor the relation cost vs. return for each provider, seeking to contribute the financial goals and objectives.

Compañía Suramericana de Seguros S.A.
Medellin, Colombia. South America

Assistant of Vice-presidency of Auditory April of 1995 to May 15 of 2000.

To participate in the design, implementation, maintenance and administration of the tools of the system of organizational control, to participate and to coordinate the projects of the vice-presidency and corporative character.

Analyst of Reviewing March of 1994 to April of 1995.

Countable and financial information management of the area of reinsurance. Financer's control of corporative clients and its results.

Analyst insurance and Reinsurance June of 1991 to March of 1994

Facultative Positioning of the businesses that require an additional endorsement to which podia to grant the Company on behalf of its automatic contracts. Analysis and elaboration of Information by each client.

Education

University: Universidad Nacional Medellín.
Civil Engineering (1988)
Medellín, Colombia (South America)

High School: Colegio Corazonista Medellín
Bachelor (1983)
Medellín, Colombia (South America)

COMPLEMENTARY STUDIES

Operational control and Development - 50 hours. KPMG Peat Marwik, July 1999

Financial and Legal Audit, 46 hours. KPMG Peat Marwik, March of 1999

German Posada

Microsoft Office for Experts (Excel, Word, PowerPoint), 48 hours. Alcuadrado., Second semester of 1999

Teaching seminary Qualified for Work in Equipment, 16 hours. Assessment Center, October of 1998

Seminary Administrative Based on Activities, 16 hours. KPMG Peat Marwick., October of 1997

Seminary New Performance of the Auditor of Operational, 32 hours. Juan Manuel Lazcano Beings - the Consulting International, October of 1996

Seminary of Analysis of Process and Evaluation of Internal Control, 8 hours. KPMG Peat Marwick., June of 1996

Seminary Management of Projects, 16 hours. Dr Carlos Valencia, February of 1996

Computer skills: MS Excel, MS Word, MS Works, MS Visual FoxPro, QuickBooks, MS Access, MS PowerPoint, MS Front Page, and Internet Applications.

Personal Background:

Foreign Language proficiency: Speaks, Writes, and Reads perfectly in Spanish. Speaks, Reads, and Writes fair in English.

Recreational Interest: Swimming, go to the movies and theater, Fishing.

**EXHIBIT 18 B
TECHNICAL CAPABILITY**

APPLICATION OF:

**International Telnet, Inc
4995 NW 72nd Ave., Suite 301
Miami, Florida 33166-5643**

David A. Perez

15555 Miami Lake Way North Apt: 109
Miami, Florida 33014

(305) 827-7921
dperez@inttel.net

Position in maintenance, development, implementation, and operation of Telecommunication Networks including telephony and Satellite infrastructure.

Professional Experience

SENIOR TELECOMMUNICATIONS SPECIALIST

•Telco Room Operations Department.

International Telnet Inc. Miami, Florida
June 1996 to Present

Deployment and configuration of a New Equipment for terrestrial and Satellite connections to provide specific access to remote areas in Africa, Asia, Central and South America, using Frame Relay, Voip, TDM, and Multiplexing connections. New construction of Cabling and wiring switching room premises at the level of T1 and DS3 Platforms. Responsible for all configuration of Tandem Equipment involving ISDN, SS7 Technologies thru voice over IP. Performed analysis of current network configurations involving preventative maintenance and repair of existing network. Manager in all Upgrade decisions of a new equipment or software development.

NETWORK ADMINISTRATOR / TECHNICAL SUPPORT DEPARTMENT MANAGER

•Network operations department
•Sales Consultant
•ISP Customer Service & Operator /Admin.

Latam Computer Corp. Miami, Florida
Jan 1990 to July 1997

Duties included Network Administrator resources and implementation using Ethernet, Coax, and wireless for business operations, Technical Support assistant on Novell Software Configuration and Installation, including Hubs, Repeaters, Intelligent Switches, Routers, Modems, CSU/DSU, Class 5 Back up units (Palindrome). Installation of preventative equipment (Arcserver Administrator), Hardware repair and Inventory management.

As a sales consultant, help on preparation of the database of customers listing and prices, developing of special price list in a GUI Interface on the WWW and Brochures of all our product line. Attending Special customers of South America as Gold Member of Novell distributors.

As an ISP consultant, with the responsibility of attending customers on site with configuration, installation, and training, also with hardware support and provisioning of the equipment and repair. In customer service duties we have to manage the trouble ticket procedure and administration of the DNS server, Domains and E-mail configuration and applications including E-commerce and Web Site developments.

Experience (Other)

Hardware: I have experience in the following hardware: Ascom Timeplex Synchrony ST-1000 Switch. Nuera Access Plus. Lucent Exs Programmable Switching Platform. Ascom Timeplex AD-10 FR. Cisco Routers and Access Servers 5300, 5350, 3640, 7000 Series. Bay Systems SNMP Hubs, switches, repeaters and transceivers.

Netryx Switches (voip). Compaq Proliant Servers w/SmartRaid Intelligent Controllers. Sun Microsystems Ultra 10 Servers. Included experience with FDDI, Ethernet, Tokenring Network Topologies.

Telecommunications & Test Equipment: Tylink, Adtran TSU/600, CAC, CSU/DSU and Channel Banks. Tandem Telephony Switches (SQL-Database). Satellite Modems Datum PSM series. Anacom AnaSat Tranceivers and Radios. Channel Master Received-Transmit Systems, Class I, II, Antenna systems. Spectrum Analyzers HP Agilent 37741A DSI tester(T1 /FractionalT1). Agilent 8920A Communications Test Set. TTC T-BERD 224, TTC Fireberd 2000. Harris TS21 Test Set. Acterna TestPad 2000 (T1/T3 Field Module). Lan Test Equipment Microtest PentaScanner 2Way Injector. Fluke Dsp-100/Sr Digital Lan CableMeter.

Software OS & Protocols: Knowledge and experience with : DOS, Windows 98, NT, 2000, 2000 Professional, XP, MS Database Administrator 2000, MS SQL Server 7.0, MS Office Professional. Novell Netware 3.12, 4.11, 5. HP OpenView Windows NNM. Including Protocols IP, IPX, SS7, ISDN, VOIP. Extra software Manufacturers, like ProComm Plus, VisualRoute, Ping Plotter, WinImage, TFTP Turbo, TFTP Server, WS FTP Pro, Visio Technical.

David A. Perez

Education

University of E.A.F.I.T , Medellin , Colombia
Introduction to CPA, 1986

Miami Dade County Public Schools
E.S.O.L. VI, 1992

SandPiper High School, Sunrise, Florida
IBM Microcomputer Programmer, 1994

Novell Education Center, Salt Lake City, Utah
Networking Technologies, 1994

Timeplex Education Center, Clearwater, Florida
Frame Relay Engineer, 1999

Lucent Tech Technical Training Complex, Cape Code, Massachusetts
EXS Programmer Switching Platform, 2001

Personal Background:

Foreign Language proficiency: Fluent English and Spanish.

Recreational Interest: Soccer, Swimming, Cycling, Karts, Scuba. Reservist from Army Forces.

AREAS OF EXPERTISE

Provisioning

Management. Production

Multisided operations

Management Facility

Strategic Planning

Customer Service Help

Desk support

Training Equipment

Knowledge Networking

Service Sales

Marketing and Branding

Word, Excel, Access,
PowerPoint,

Windows 95/98/NT/2000

Visual Basic 6
FoxPro 6

Acrobat Exchange 4

Peachtree

Photoshop

Engineering Technology

Telecom Billing Analysis

Photography

Data Management

Inventory Control

PC Repair

Engineering Specification

Telecom switching platforms
Voice and Data transitions

Satellite operations
Telecom Control

Traffic Operations NOC

GIOVANNI SOLANO
1531 NW 52ND AVE APT 305 HIALEAH FL 33014-6212
Email to: giovanny@usa.com Tel: 305-519-3811

CARRIER BILLING ANALYST/OPERATIONS MANAGER.SENIOR LEVEL OPERATION MANAGER.

§Dynamic manager with 6 years of experience in all aspects of voice and data network Infrastructure and Operation. Able to evaluate operational needs and implement strategies that increase productivity, enhance quality and improve cost effectiveness. In-depth understanding of core telecom business process, including service negotiation, provisioning, billing, rating, routing and repair/maintenance. Highly successful in developing custom project for telecom industry

CARRER PROFILE.

§Demonstrated commitment to achieving corporate objectives. Advance training and experience in networks systems installation and configuration. Extensive technique with analyzing and maintaining databases for telecommunications systems. Work collaboratively with team members to achieve common goals. Background includes exposure to different cultures. Multilingual with fluency on Spanish.

HIGHLIGHTS

OPERATIONS MANAGER, 2001 – PRESENT International Telnet Inc. Miami, FL

Lead and manage operational schedule and procedure to install new equipment and facilities for clients and provider over fiber and VOIP. Generated Market Recognition by trading with Major Tier 1 carrier in USA, as Sprint, MCI, Cable Wireless and AT&T. Assumed central role in Telecom Switching efforts to address and control the industry major problem on quality Routing and rating process by selecting a LUCENT TELECOM SWITCH and management operations on software and hardware development as result the company has increase the traffic 300%. Special focus on "niches" of the market to increase productivity and advantage. Propose and implement new programs to deal with provisioning, billing, NOC and customer service procedures

BILLING CARRIER ANALYSIS MANAGER, 1998-2001 Interoute NYC, NY

Lead and Manage operational analysis of Billing, Routing Rating and reconciliation for a European Communication Company with Central offices and POP's located in many countries of the European Union and North America. Identified and Claimed over 2000 rating and routing defects on the Provider's bills during the analysis of CDRs. As a result, The long Distance company has recovery around \$2.4 Millions Dollars during 1999 and \$1.1 Millions Dollars during 2000. Identified, Maintained and fixed Routing tables with over 10000 Dialing codes, as a result The Long Distance company improve new ways to sold the service to get some advantage on the department to increase over 35% the quality of the network.

NETWORK ADMINISTRATOR ASSISTANCE, 1998-1999 Interoute NYC, NY

Lead and manage operational schedule and procedure to save data (back up) for 2 NT Data servers with a rate of 2000000 new records per day. Maximizing mass storage and guarding against data lost by using volume set, and stripe sets with parity. Installed new NT Server and NT Workstations over the network, Optimizing the NT system with coverage ranging from Control Panel to CONFIG.NT and AUTOEXEC.NT, SCSI drives, CD-ROMs, RAM upgrade tips and NT setup migration of 3.X. INI setting Used and optimized of alternative operating environments-DOS, Windows 3.x, 9.X, OS/2. Installed and supported Productivity applications: MS Word, Excel, Access, PowerPoint, MS Project, Accessibility, CTS, MS Outlook, MS Internet Explorer 3.x, 4.x, 5.x Netscape Navigator4.x, Peachtree, QuickBooks, Photoshop 5, Acrobat Reader and Exchange. Installed and supported programming Languages: MS Visual Basic 6, FoxPro for Windows 2.x, 3.x; Visual FoxPro 5, 6; Pascal.

OPERATIONAL MANAGER OF DEBIT CARD DIVISION, 1996-1998 AT&T Telecom NYC, NY

Lead and Manage operational and production facilities and staff for a Telecom Company. Oversee a team of 21 employees with the direct implementation of Total Quality Management Program. Reorganized commercial production operation to be more cost effective and efficiency, while emphasizing on outside mayor distributors and inside marketing, customer support and service including shipping and handing product from factory to the end destination. This project resulted in higher-level sales for around \$3 Millions a Month. Created electronic competitive information database, used by AT&T Telecom and corporate headquarter to track competitor's rates and minutes over their calling cards, financial data industry trends and market information. Established schedule and procedure to control inventory of approximately 5 millions calling cards on a daily basis.

CUSTOMER SERVICE REPRESENTATIVE OF CALLING CARDS DIVISION.1996-1996 AT&T Telecom NYC, NY.

Defined and implemented a customized MS Access and Excel database that will facilitate analysis and control of the customer traffic and quality service. Established schedule and procedures to provide customer with a real-time data about balances, payments, credits, access codes etc; including standard process; preparing clients fro business in a highly competitive market

EDUCATION

AUTONOMA UNIVERSITY, Cali, Colombia.
B. S. Mechanical and Industry Engineering, 1995, GPA 4.0/5.0
Commercial Photography, 1992
Quality control on plastics, 1995
Automobile Technology, 1994
LA GUARDIA COLLEGE, Long Island City, NY.
Foundation on Telecommunications, 1997
Windows NT Network administration 1997
Networking Essentials, 1997
A+ Certification, 1997
LUCENT TECHNOLOGY, Hyannis MA
EXS programmable Switching Platform 2001
ADS and XNT Switching Platform Software 2001

**EXHIBIT 18 C
FINANCIAL CAPABILITY**

APPLICATION OF:

**International Telnet, Inc
4995 NW 72nd Ave., Suite 301
Miami, Florida 33166-5643**

Ernesto Gonzalez, C.P.A., P.A.
Certified Public Accountant
2655 Le Jeune Road, Suite PH-2B
Coral Gables, FL 33134

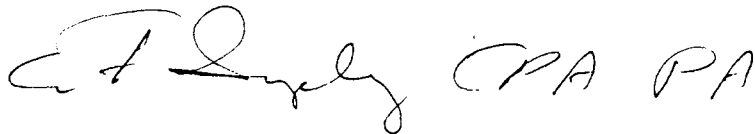
To the Board of Directors
International Telnet, Inc.
4995 N.W. 72 Avenue, Suite 301
Miami, FL 33166

I have compiled the accompanying statement of assets, liabilities, and stockholder's equity of International Telnet, Inc. (an S corporation) as of December 31, 2002, and the related statement of revenues, expenses, and retained earnings for the twelve months then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The financial statements have been prepared on the accounting basis used by the Company for income tax purposes, which is a comprehensive basis of accounting other than generally accepted accounting principles.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. I have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

Management has elected to omit substantially all of the disclosures ordinarily included in the financial statements prepared on the income tax basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's assets, liabilities, equity, revenues, and expenses. Accordingly, these financial statements are not designed for those who are not informed about such matters.

The Company, with the consent of its shareholders, has elected under the Internal Revenue Code to be an S corporation. In lieu of corporation income taxes, the shareholders of an S corporation are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for federal income taxes has been included in these financial statements.



CERTIFIED PUBLIC ACCOUNTANT

Coral Gables, Florida
February 3, 2003

International Telnet, Inc.
Statement of Assets, Liabilities, and Stockholder's Equity
As of December 31, 2002

ASSETS

Current Assets

Cash and cash equivalents	\$ 17,044.94
Accounts receivable	104,150.04
Loan receivable	36,800.70
Stockholder loan	<u>49,804.57</u>

Total Current Assets \$ 207,800.25

Property and Equipment

Computers	15,429.58
Communication equipment	133,050.86
Software	33,625.00
Furniture & fixtures	9,280.30
Accumulated depreciation	<u>(180,485.47)</u>

Net Property and Equipment 10,900.27

Other Assets

Deposits	<u>1,000.00</u>
----------	-----------------

Total Other Assets 1,000.00

Total Assets \$219,700.52

See Accountants' Compilation Report

International Telnet, Inc.
Statement of Assets, Liabilities, and Stockholder's Equity
As of December 31, 2002

LIABILITIES AND STOCKHOLDERS' EQUITY

Current Liabilities

Accounts payable	\$ 26,806.11
Credit line - Wells Fargo	15,000.00
Credit line - Bank of America	99,875.00
Credit line - MBNA America	24,970.74
Credit line - Suntrust Bank	3,507.63
Payroll taxes payable	<u>7,884.74</u>
<i>Total Current Liabilities</i>	\$ 178,044.22

Stockholder's Equity

Capital stock	500.00
Retained earnings	<u>41,156.30</u>
<i>Total Stockholder's Equity</i>	<u>41,656.30</u>

Total Liabilities and Stockholder's Equity **\$219,700.52**

International Telnet, Inc.
Statement of Revenues, Expenses, and Retained Earnings
For The Twelve Months Ended December 31, 2002

Income

Income \$ 2,767,290.50

Total Income **\$ 2,767,290.50**

Cost of Goods Sold

Freight 12,689.57

Comm services & purchases 1,901,858.26

Other direct cost 1,056.45

Handling cost 17,198.55

Total Cost of Goods Sold **1,932,802.83**

Gross Profit **834,487.67**

Operating Expenses

Advertising 27,645.56

Alarm 493.02

Auto expenses 9,704.85

Auto lease 7,227.66

Bad debts 2,692.07

Bank charges 6,839.72

Commissions 163,856.77

Computer services 4,198.51

Courier 332.72

Credit card fee 1,126.66

Dues & subscriptions 139.99

Entertainment 8,203.78

Insurance - general 3,497.11

Insurance health 14,252.28

Legal fees 48,311.28

Lease equipment 105,116.49

Licenses & taxes 1,899.76

Office expense 5,871.24

Payroll - regular 143,345.59

Payroll - officers 51,500.00

Payroll taxes 15,262.81

Professional fees 31,873.74

See Accountants' Compilation Report

International Telnet, Inc.
Statement of Revenues, Expenses, and Retained Earnings
For The Twelve Months Ended December 31, 2002

Postage	341.00	
Rent	29,909.18	
Repairs & maintenance	20,301.39	
Telephone	23,840.21	
Travel	5,832.66	
	<u>733,616.05</u>	
<i>Total Operating Expenses</i>		<i>733,616.05</i>
<i>Operating Income (Loss)</i>		<i>100,871.62</i>
<i>Other Income (Expenses)</i>		
Interest income	284.60	
Interest expense	(12,249.32)	
Penalties	(2,531.53)	
Depreciation	(34,498.04)	
Gain (loss) on debt settlement	41,168.57	
	<u>(7,825.72)</u>	
<i>Total Other Income (Loss)</i>		<i>(7,825.72)</i>
<i>Net Income (Loss)</i>		<i>93,045.90</i>
<i>Beginning Accumulated Deficit</i>		<i>(51,889.60)</i>
<i>Ending Retained Earnings</i>		<i>\$ 41,156.30</i>

See Accountants' Compilation Report

**INTERNATIONAL TELNET, INC.
FINANCIAL STATEMENTS
FOR THE PERIOD ENDED DECEMBER 31, 2001**

Ernesto Gonzalez, C.P.A., P.A.
Certified Public Accountant
2655 Le Jeune Road, Suite PH-2B
Coral Gables, FL 33134

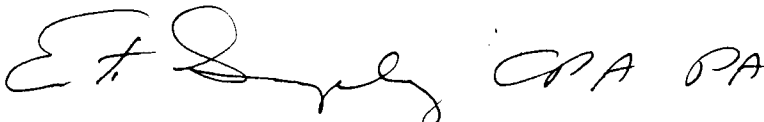
To the Board of Directors
International Telnet, Inc.
4995 N.W. 72 Avenue, Suite 301
Miami, FL 33166

I have compiled the accompanying statement of assets, liabilities, and stockholders' deficit - income tax basis of International Telnet, Inc. (an S corporation) as of December 31, 2001, and the related statement of revenues, expenses, and accumulated deficit - income tax basis for twelve months ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The financial statements have been prepared on the accounting basis used by the Company for income tax purposes, which is a comprehensive basis of accounting other than generally accepted accounting principles.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. I have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

Management has elected to omit substantially all of the disclosures ordinarily included in the financial statements prepared on the income tax basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's assets, liabilities, equity, revenues, and expenses. Accordingly, these financial statements are not designed for those who are not informed about such matters.

The Company, with the consent of its shareholders, has elected under the Internal Revenue Code to be an S corporation. In lieu of corporation income taxes, the shareholders of an S corporation are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for federal income taxes has been included in these financial statements.



CERTIFIED PUBLIC ACCOUNTANT

Coral Gables, Florida
June 25, 2002

International Telnet, Inc.
Statement of Assets, Liabilities and Stockholders' Deficit
Income Tax Basis
As of December 31, 2001

ASSETS

Current Assets

Cash and cash equivalents	\$ 69,185.44
Loan receivable	36,800.70
Stockholder loan	<u>30,749.07</u>

Total Current Assets \$ 136,735.21

Property and Equipment

Computers	11,414.58
Communication equipment	133,050.86
Furniture & fixtures	7,082.00
Accumulated depreciation	<u>(145,987.43)</u>

Net Property and Equipment 5,560.01

Other Assets

Deposits	<u>1,000.00</u>
----------	-----------------

Total Other Assets 1,000.00

Total Assets \$143,295.22

International Telnet, Inc.
Statement of Assets, Liabilities and Stockholders' Deficit
Income Tax Basis
As of December 31, 2001

LIABILITIES AND STOCKHOLDERS' DEFICIT

Current Liabilities

Credit line - Bank of America	\$ 99,875.00
Credit line - MBNA America	24,147.20
Credit line - Washington Mutual	55,217.03
Suntrust credit line	8,858.43
Payroll taxes payable	<u>6,587.16</u>

Total Current Liabilities \$ 194,684.82

Stockholders' Deficit

Capital stock	500.00
Accumulated deficit	<u>(51,889.60)</u>

Total Stockholders' Deficit (51,389.60)

Total Liabilities and Stockholders' Deficit \$143,295.22

International Telnet, Inc.
Statement of Revenues, Expenses, and Accumulated Deficit
Income Tax Basis
For The Twelve Months Ended December 31, 2001

Income		
Income	\$ 2,954,038.25	
Returns & allowances	<u>(1,090.80)</u>	
Total Income		\$ 2,952,947.45
Cost of Goods Sold		
Freight	14,486.11	
Comm services & purchases	2,238,171.89	
Other direct cost	21,623.03	
Handling cost	15,309.00	
Subcontractors	<u>2,000.00</u>	
Total Cost of Goods Sold		<u>2,291,590.03</u>
Gross Profit		661,357.42
Operating Expenses		
Advertising	2,450.61	
Alarm	847.43	
Auto expenses	3,739.89	
Auto lease	9,821.75	
Bank charges	4,516.51	
Commissions	148,223.61	
Computer services	191.70	
Courier	246.09	
Credit card fee	130.09	
Dues & subscriptions	120.00	
Entertainment	11,025.41	
Insurance - general	1,787.58	
Insurance health	10,410.18	
Legal fees	38,528.35	
Lease equipment	138,708.12	
Licenses & taxes	2,594.33	
Office expense	3,992.63	
Payroll - regular	110,542.20	
Payroll - officers	35,750.00	
Payroll taxes	11,326.03	

See Accountants' Compilation Report

International Telnet, Inc.
Statement of Revenues, Expenses, and Accumulated Deficit
Income Tax Basis
For The Twelve Months Ended December 31, 2001

Professional fees	19,102.46	
Postage	628.00	
Rent	23,623.27	
Repairs & maintenance	4,520.57	
Telephone	24,030.49	
Travel	3,887.52	
<i>Total Operating Expenses</i>		<u>610,744.82</u>
<i>Operating Income (Loss)</i>		50,612.60
<i>Other Income (Expenses)</i>		
Interest income	4,112.30	
Interest expense	(19,934.40)	
Penalties	(125.00)	
Depreciation	(9,608.70)	
<i>Total Other Income (Loss)</i>		<u>(25,555.80)</u>
<i>Net Income (Loss)</i>		25,056.80
<i>Beginning Accumulated Deficit</i>		<u>(76,946.40)</u>
<i>Ending Accumulated Deficit</i>		<u>\$ (51,889.60)</u>

See Accountants' Compilation Report

CAP ACCOUNT STATEMENT

10/01/2002 thru 10/31/2002

1 F L R U O

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004035 04 5DG 22/86 *AUTO**5-DIGIT 33166

INTERNATIONAL TELNET INC
4995 NW 72ND AVE STE 301
MIAMI FL 33166-5643



Client Services
(800) 733-8812

En Español
(800) 326-8977

Financial Advisor,
KEVIN FERNANDEZ
Office Phone:
(800) 745-3827

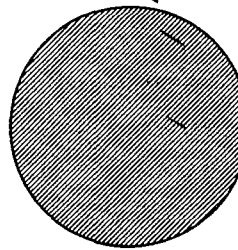
Account Summary

CAP Account number:
Investment Account number:

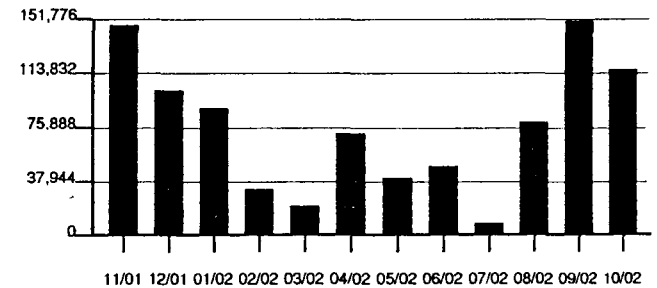
Total CAP Account Value as of 10/31/2002
\$117,386.60

CAP Account Assets	Market Value 9/30	Market Value 10/31	Percent of assets
Evergreen Money Market	151,774.36	117,386.60	100.0%
Investment Portfolio			
Cash			
Money Market Mutual Funds			
Stocks and Options			
Bonds			
Mutual Funds			
Unit Investment Trusts			
Other Investments			
Investment Portfolio Subtotal	0.00	0.00	
Total CAP Account Assets	151,774.36	117,386.60	100.0%
Total CAP Account Value	\$151,774.36	\$117,386.60	

CAP Account Assets Portfolio Allocation



Total Value Comparison



Securities and Insurance Products:

Not Insured by FDIC or Any Federal Government Agency	May Lose Value	Not a Deposit of or Guaranteed by the Bank or Any Bank Affiliate
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Brokerage services, including margin loans, are offered through **Wachovia Securities, Inc.**, member NYSE and SIPC, a registered broker-dealer and a separate, non-bank affiliate of Wachovia Corporation. Brokerage accounts are carried by First Clearing Corporation, member NYSE and SIPC. Fixed annuities and insurance products are offered through insurance affiliates of Wachovia Corporation. Variable annuities and variable life insurance products are offered through Wachovia Securities, Inc. and insurance affiliates of Wachovia Corporation.

Bank charges = (\$ 497.31)
Deposits - 6,072.35
- 7,000.00

CAP ACCOUNT
STATEMENT

10/01/2002 thru 10/31/2002

3 FL R U **REDACTED**

INTERNATIONAL TELNET INC
CAP Account number:
Investment Account number:

Questions? Write to:
CAP Department
One Wachovia Center
Charlotte NC 28288-1164

Earnings Summary

This section should be used for informational purposes only. Do not use it for tax purposes. If required, Forms 1099 or 1042-S that we will send you during the tax season will provide tax reporting information.

	Month to Date	Year to Date
Taxable Earnings		
Evergreen Money Market	39.40	255.81
Dividends and Short Term Distributions	0.00	0.00
Interest	0.00	0.00
Partnership Distributions	0.00	0.00
Total Taxable Earnings	\$ 39.40	\$ 255.81
Federally Tax-Exempt Earnings		
Dividends	0.00	0.00
Interest	0.00	0.00
Total Federally Tax-Exempt Earnings	\$ 0.00	\$ 0.00
Total CAP Account Asset Earnings	\$ 39.40	\$ 255.81

News From Wachovia:

YOU'RE BUSY RUNNING A BUSINESS - THE LAST THING YOU NEED IS TO WORRY ABOUT YOUR FINANCES. CAP FOR BUSINESS SERVICE REPRESENTATIVES ARE AVAILABLE 24 HOURS A DAY, 7 DAYS A WEEK BY CALLING 1-800-733-8812. JUST ANOTHER WAY YOUR CAP FOR BUSINESS ACCOUNT IS FOCUSING ON YOUR NEEDS.

Available Funds Summary

Evergreen Money Market	\$117,386.60
Total Available Funds	\$117,386.60

Your Sweep Option is -	Evergreen Money Market
7 Day Effective Yield as of 10/31/2002	0.37%

CAP ACCOUNT
STATEMENT

10/01/2002 thru 10/31/2002

4 FL R U

INTERNATIONAL TELNET INC
CAP Account number:
Investment Account number:

Activity Summary

Ending Evergreen Money Market		\$ 151,774.36	
		<i>Month To Date</i>	<i>Year to Date</i>
Additions to Cash			
Deposits		174,051.23	2,516,807.84
Income and Short Term Distributions		39.40	255.81
Proceeds from Securities Sold and Redeemed		0.00	0.00
Other Additions		0.00	0.00
Total Additions to Cash		\$ 174,090.63	\$2,517,063.65
Subtractions from Cash			
ATM and Check Card Withdrawals		0.00	0.00
Checks and Other Withdrawals		208,453.39	2,501,525.55
Securities Purchased		0.00	0.00
Other Subtractions		25.00	359.00
Total Subtractions from Cash		\$ 208,478.39	\$2,501,884.55
Ending Evergreen Money Market		\$ 117,386.60	

Activity Detail by Date

Date	Account Type	Transaction Type/ Check Number	Description	Quantity	Price/ Amount	Add	Subtract	Daily Cash Balance
10/01			Beginning Balance					\$ 151,774.36
10/01			FUNDS TRAN RCVD FR MARINE MIDLAND BA/ORG=FRONTLINE COMM INTL REF=274HH052875000 ADV=47477			869.41		
10/01			DEPOSIT - CHECKING (2 ITEMS)			5,448.78		
10/01			WIRE TRANSFER FEE ADV=25398				18.00	
10/01			WIRE TRANSFER FEE ADV=26678				18.00	

Account Activity continued on next page

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CAP ACCOUNT STATEMENT

9/01/2002 thru 9/30/2002

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1 FL R U O

004684 04 5DG 26/100 *AUTO**5-DIGIT 33166

INTERNATIONAL TELNET INC
4995 NW 72ND AVE STE 301
MIAMI FL 33166-5643



Client Services
(800) 733-8812

En Español
(800) 326-8977

Financial Advisor,
KEVIN FERNANDEZ
Office Phone:
(800) 745-3827

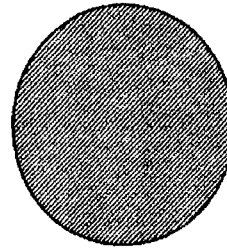
Account Summary

CAP Account number:
Investment Account number:

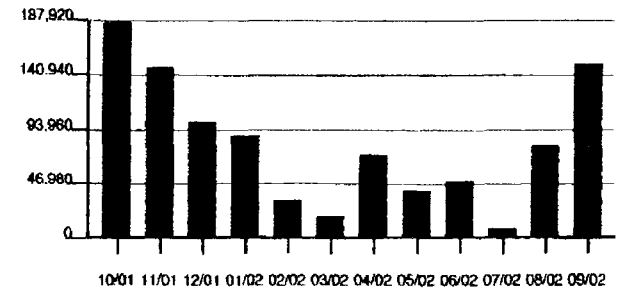
Total CAP Account Value as of 9/30/2002
\$151,774.36

CAP Account Assets	Market Value 8/30	Market Value 9/30	Percent of assets
Evergreen Money Market	81,835.91	151,774.36	100.0%
Investment Portfolio			
Cash			
Money Market Mutual Funds			
Stocks and Options			
Bonds			
Mutual Funds			
Unit Investment Trusts			
Other Investments			
Investment Portfolio Subtotal	0.00	0.00	
Total CAP Account Assets	81,835.91	151,774.36	100.0%
Total CAP Account Value	\$81,835.91	\$151,774.36	

CAP Account Assets Portfolio Allocation



Total Value Comparison



Securities and Insurance Products:

Not Insured by FDIC or Any Federal Government Agency	May Lose Value	Not a Deposit of or Guaranteed by the Bank or Any Bank Affiliate
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Brokerage services, including margin loans, are offered through **Wachovia Securities, Inc.**, member NYSE and SIPC, a registered broker-dealer and a separate, non-bank affiliate of Wachovia Corporation. Brokerage accounts are carried by First Clearing Corporation, member NYSE and SIPC. Fixed annuities and insurance products are offered through insurance affiliates of Wachovia Corporation. Variable annuities and variable life insurance products are offered through Wachovia Securities, Inc. and insurance affiliates of Wachovia Corporation.

CAP ACCOUNT STATEMENT

9/01/2002 thru 9/30/2002

4 F L R U

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INTERNATIONAL TELNET INC
CAP Account number:
Investment Account number:

Activity Summary

Opening Evergreen Money Market	\$ 81,835.91	
	<i>Month To Date</i>	<i>Year to Date</i>
Additions to Cash		
Deposits	376,474.74	2,342,756.61
Income and Short Term Distributions	30.21	216.41
Proceeds from Securities Sold and Redeemed	0.00	0.00
Other Additions	0.00	0.00
Total Additions to Cash	\$ 376,504.95	\$2,342,973.02
Subtractions from Cash		
ATM and Check Card Withdrawals	0.00	0.00
Checks and Other Withdrawals	306,535.50	2,293,072.16
Securities Purchased	0.00	0.00
Other Subtractions	31.00	334.00
Total Subtractions from Cash	\$ 306,566.50	\$2,293,406.16
Closing Evergreen Money Market	\$ 151,774.36	

Activity Detail by Date

Date	Account Type	Transaction Type/ Check Number	Description	Quantity	Price/ Amount	Add	Subtract	Daily Cash Balance
9/01			Beginning Balance					\$ 81,835.91
9/03			WIRE TRANSFER FEE ADV=11002				18.00	
9/03			WIRE TRANSFER FEE ADV=08876				40.00	
9/03			FUNDS TRAN SENT TO SUN BANK OF MIAMI/BNF=AMERICASCOM INTERNATIONAL INC RFB= ADV=11002				7,000.00	

Account Activity continued on next page



CAP ACCOUNT STATEMENT

9/01/2002 thru 9/30/2002

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P.03

Dec-05-02 03:27P Ernesto Gonzalez, C.P.A., 305-446-8089

INTERNATIONAL TELNET INC
CAP Account number:
Investment Account number:

Questions? Write to:
CAP Department
One Wachovia Center
Charlotte NC 28288-1164

Earnings Summary

This section should be used for informational purposes only. Do not use it for tax purposes. If required, Forms 1099 or 1042-S that we will send you during the tax season will provide tax reporting information.

	Month to Date	Year to Date
Taxable Earnings		
Evergreen Money Market	30.21	216.41
Dividends and Short Term Distributions	0.00	0.00
Interest	0.00	0.00
Partnership Distributions	0.00	0.00
Total Taxable Earnings	\$ 30.21	\$ 216.41
Federally Tax-Exempt Earnings		
Dividends	0.00	0.00
Interest	0.00	0.00
Total Federally Tax-Exempt Earnings	\$ 0.00	\$ 0.00
Total CAP Account Asset Earnings	\$ 30.21	\$ 216.41

News From Wachovia:

IT LOOKS LIKE A CREDIT CARD BUT WORKS LIKE A CHECK. WHEN YOU USE YOUR CHECK CARD, TRANSACTIONS ARE AUTOMATICALLY DEDUCTED EACH DAY FROM YOUR CAP FOR BUSINESS ACCOUNT AND RECORDED ON YOUR MONTHLY STATEMENT. USE YOUR CHECK CARD ANYWHERE VISA IS ACCEPTED. FOR MORE INFORMATION, CONTACT YOUR FINANCIAL ADVISOR OR CALL US AT 1-800-733-8812.

Available Funds Summary

Evergreen Money Market	\$151,774.36
Total Available Funds	\$151,774.36

Your Sweep Option is -	Evergreen Money Market
7 Day Effective Yield as of 9/30/2002	0.39%

CAP ACCOUNT STATEMENT

11/01/2002 thru 11/30/2002

1 FL R U O

003631 03 5DG 20/79 *AUTO**5-DIGIT 33166

INTERNATIONAL TELNET INC
4995 NW 72ND AVE STE 301
MIAMI FL 33166-5643



Client Services
(800) 733-8812

En Español
(800) 326-8977

Financial Advisor,
KEVIN FERNANDEZ
Office Phone:
(800) 745-3827

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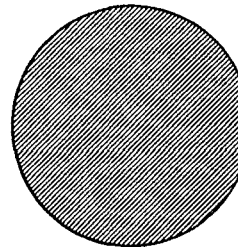
Account Summary

CAP Account number:
Investment Account number:

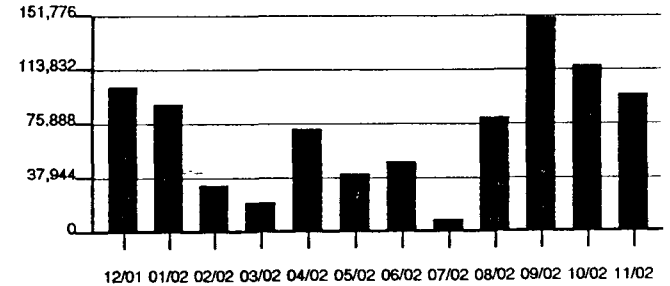
Total CAP Account Value as of 11/30/2002
\$96,751.22

CAP Account Assets	Previous Market Value	Market Value 11/30	Percent of assets
Evergreen Money Market	117,386.60	96,751.22	100.0%
Investment Portfolio			
Cash			
Money Market Mutual Funds			
Stocks and Options			
Bonds			
Mutual Funds			
Unit Investment Trusts			
Other Investments			
Investment Portfolio Subtotal	0.00	0.00	
Total CAP Account Assets	117,386.60	96,751.22	100.0%
Total CAP Account Value	\$117,386.60	\$96,751.22	

CAP Account Assets Portfolio Allocation



Total Value Comparison



Securities and Insurance Products:

Not Insured by FDIC or Any Federal Government Agency	May Lose Value	Not a Deposit of or Guaranteed by the Bank or Any Bank Affiliate
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CAP ACCOUNT STATEMENT

11/01/2002 thru 11/30/2002

3 FL R U

INTERNATIONAL TELNET INC
CAP Account number:
Investment Account number:

Questions? Write to:
CAP Department
One Wachovia Center
Charlotte NC 28288-1164

REDACTED

Earnings Summary

This section should be used for informational purposes only. Do not use it for tax purposes. If required, Forms 1099 or 1042-S that we will send you during the tax season will provide tax reporting information.

	Month to Date	Year to Date
Taxable Earnings		
Evergreen Money Market	23.48	279.29
Dividends and Short Term Distributions	0.00	0.00
Interest	0.00	0.00
Partnership Distributions	0.00	0.00
Total Taxable Earnings	\$ 23.48	\$ 279.29
Federally Tax-Exempt Earnings		
Dividends	0.00	0.00
Interest	0.00	0.00
Total Federally Tax-Exempt Earnings	\$ 0.00	\$ 0.00
Total CAP Account Asset Earnings	\$ 23.48	\$ 279.29

News From Wachovia:

IT LOOKS LIKE A CREDIT CARD BUT WORKS LIKE A CHECK. USE YOUR CAP CHECK CARD, AND EACH TRANSACTION IS AUTOMATICALLY DEDUCTED FROM YOUR ACCOUNT AND RECORDED ON YOUR MONTHLY STATEMENT. USE YOUR CHECK CARD ANYWHERE VISA CARDS ARE ACCEPTED. PLUS, ENJOY EASY ACCESS TO YOUR ACCOUNT AT ATMS WORLDWIDE. SUBJECT TO APPROVAL. FOR MORE INFORMATION, CALL US AT 1-800-733-8812. PLEASE NOTE: ON 1/1/03 THE MINIMUM BALANCE FEE WILL BE \$30.

Available Funds Summary

Evergreen Money Market	\$96,751.22
Total Available Funds	\$96,751.22

Your Sweep Option is -	Evergreen Money Market
7 Day Effective Yield as of 11/30/2002	0.09%

CAP ACCOUNT STATEMENT

11/01/2002 thru 11/30/2002

4 FL R U

REDACTED

INTERNATIONAL TELNET INC
CAP Account number:
Investment Account number:

Activity Summary

Opening Evergreen Money Market	\$ 117,386.60	
	<i>Month To Date</i>	<i>Year to Date</i>
Additions to Cash		
Deposits	141,874.90	2,658,682.74
Income and Short Term Distributions	23.48	279.29
Proceeds from Securities Sold and Redeemed	0.00	0.00
Other Additions	0.00	0.00
Total Additions to Cash	\$ 141,898.38	\$2,658,962.03
Subtractions from Cash		
ATM and Check Card Withdrawals	0.00	0.00
Checks and Other Withdrawals	162,522.76	2,664,048.31
Securities Purchased	0.00	0.00
Other Subtractions	11.00	370.00
Total Subtractions from Cash	\$ 162,533.76	\$2,664,418.31
Closing Evergreen Money Market	\$ 96,751.22	

Activity Detail by Date

Date	Account Type	Transaction Type/ Check Number	Description	Quantity	Price/ Amount	Add	Subtract	Daily Cash Balance
11/01			Beginning Balance					\$ 117,386.60
11/01			FUNDS TRAN RCVD FR CAROLINA FIRST BA/ORG=IONOSPHERE INC REF=110102029 ADV=09029			1,149.93		
11/01		6145	TIME WARNER TELECOM				474.47	
11/01		6180	MFS TELECOM				1,456.64	
11/01		6181	BALBOA CAPITAL				1,841.68	

Account Activity continued on next page

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INTERNATIONAL TELNET, INC.

EXECUTIVE SUMMARY

FEBRUARY 2003

OVERVIEW

Since 1994, International Telnet, Inc. ("ITI") has primarily specialized in providing international telecommunication services to corporate customers. The Company operates a global network covering North America, Europe, Central and South America and several countries throughout Africa, the Middle East and Southeast Asia. The Company is now applying for its Competitive Local Exchange Carrier ("CLEC") license in order to provide local dial tone and 1+ dialing services. This summary focuses on the marketing programs ITI intends to implement to take full advantage of these added services. (Please visit our Website for more detailed information at www.inttel.net)

INFRASTRUCTURE AND SUPPORT

ITI has all the necessary hardware, software, personnel and expertise to provide a full range of telecommunications and related services, including local telephone service. ITI provides the administrative, billing, regulatory compliance, and customer service for all of the telecommunication services that it offers. Our installations include teleports strategically located in the US, as well as multi-service points of presence (POPs) worldwide, and we transport data and voice over a managed network utilizing ATM, IP and frame relay protocols. Our Cisco-Lucent, powered internet backbone yields fast and reliable internet access, and all of our services are supported by a professionally staffed customer service center that operates 24 hours a day, seven days a week.

COST PLUS MARKETING AGREEMENTS

ITI is contracting with a few select Master Agents on a "Cost Plus" basis for the origination of local telephone customers pursuant to the granting of its CLEC license. Cost Plus means that ITI will lock in a guaranteed rate of return on the local and 1+ dialing service that it offers through outside agents. This rate of return will typically average about twenty-five percent (25%) over the broad range of services offered with no other marketing costs or sales expense incurred by us from these added customers. The only added cost to Company in such arrangements will be the nominal addition of hardware, software, and service personnel to handle the increased volume of new customers.

TARGETING NICHE MARKETS

ITI intends to target specific niche markets in its early marketing and advertising campaigns. Since our Company already provides exceptionally low pricing structures to Latin American countries, Hispanics will be our first target niche market.

New Census Bureau figures show that Hispanics have edged past Blacks as the nation's largest minority group. There are about three million Hispanics in the state of Florida, most of which are located in southeast Florida, the home base of our Company. South Florida (and specifically, Miami) is known as the "Gateway to Latin America." Demographically, Hispanics tend to spend a higher amount of their expendable dollars on international long distance calls to friends, family

and business associates outside the United States than other groups. International Telnet's various calling plans will result in tremendous savings for this segment of the population, not only for long distance, but now for local service, as well.

Our calling centers will be staffed by Spanish speaking personnel and we will engage in an aggressive marketing and advertising campaign on Spanish radio, TV, newspapers and billboards. International Telnet will strive to market itself as the *Spanish Telephone Company* able to service every need from local, long distance, international, Internet, and debit card services.

Our Florida Hispanic customers currently have home telephone service primarily through BellSouth, but will be willing to switch to a company that can provide a more cost effective solution for local telephone service and international calling, as well as provide billing, customer service, technical support and other services in their native language. This is particularly important to the Hispanic market.

Concurrently, we will target the large Haitian community in South Florida, which numbers over half a million. One of our Master Agents intends to establish a call center manned principally by Creole-speaking sales agents to target Haitian households and businesses for a *Haitian Phone Company* concept that will be serviced exclusively by ITI. Through a special program, we will offer especially low international long distance rates to the island of Hispaniola (home to Haiti and the Dominican Republic) as an incentive to switch to our local and 1+ dialing service. We have already engaged in preliminary discussions with local Haitian personalities, who have expressed great interest in participating in such a program.

Another niche market that we intend to capitalize on in the South Florida area is the large Canadian population, which swells to over half a million during the winter months. Each of the niche markets we are targeting has newspapers, radio and cable TV shows that cater specifically to their interests and can be utilized for cost effective and locally directed advertising.

Once we have developed and perfected our marketing programs in Florida, we intend to expand into Texas and California, where the Hispanic populations are over 7.5 million and 11 million, respectively.

MARKETING STRATEGIES

Our marketing plans include specific regional advertising campaigns making use of local celebrities in Infomercials, billboards, print and radio spots, and targeted direct mailings. The combined effect of the marketing campaign will be to drive prospective Customers to phone into one of our call centers or visit one of the websites that offer a full range of online options for ordering and bill payment.

Our call centers will employ bi-lingual telemarketers professionally trained in all aspects of the service plans we have to offer and their advantages over the competition. Besides receiving calls from interested prospects, certain telemarketers hired by our Master Agents will make outbound calls to our targeted market segments to solicit new customers.

FINANCIAL PROJECTIONS AND ASSUMPTIONS

Based upon internal cost structure and sales information provided by our Master Agents, which have previous experience in the telemarketing and direct sales businesses, we anticipate that the majority of our initial customer base will come from their direct marketing efforts, specifically, telemarketing to our niche markets. We have reduced the estimates provided to us in order to present a more conservative estimate of future revenues derived as a result of the granting of our CLEC license.

The Financial Projections below are based upon a reasonable expectation of our Master Agents operating two telemarketing rooms each employing an average of 20 telemarketers for 40 hours per week, or a combined total of 1,600 work-hours per week from both locations. Assuming one Customer is converted to our telecom services for every two work-hours, this would generate 800 new Customers per week, or approximately 3,400 per month. All costs of the telemarketing operation will be borne by the Master Agents and the service ITI provides is on a Cost Plus basis. The table further assumes that our built-in profit margin on a typical Customer's total telecom service will average \$8 per month. The table is a straight-line month over month projection of the above assumptions and supposes that increases in marketing efforts and efficiencies will offset any attrition (loss of customer base). The table also projects a 20% annual increase in expenses. The expenses shown here are the estimated variable expenses that might be applied against the added revenues generated from the granting of our CLEC license.

International Telnet, Inc. Two-Year Sales Projections

Growth Projections are based upon New Customers Originated due to CLEC Licensure

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Totals for Year 1	Totals for Year 2
Customer Base at End of Period	10,200	20,400	30,600	40,800	40,800	81,600
Avg. Gross Profit per Customer per Mo.	8	8	8	8		
Gross Profit First Month of Quarter	27,200	108,800	190,400	272,000	598,400	1,904,000
Gross Profit Second Month of Quarter	54,400	136,000	217,600	299,200	707,200	2,012,800
Gross Profit Third Month of Quarter	81,600	163,200	244,800	326,400	816,000	2,121,600
Total Gross Profit for Quarter	163,200	408,000	652,800	897,600	2,121,600	6,038,400
Expenses						
General & Administrative	15,000	15,750	16,538	17,364	64,652	78,585
Wages & Salaries	84,000	88,200	92,610	97,241	362,051	440,075
Financing / Leased Equipment	27,000	28,350	29,768	31,256	116,373	141,453
Telecom, Fiber & Satellite	24,000	25,200	26,460	27,783	103,443	125,736
Total Expenses	150,000	157,500	165,375	173,644	646,519	785,848
Net Income	13,200	250,500	487,425	723,956	1,475,081	5,252,552

ALEC TARIFF

APPLICATION OF:

International Telnet, Inc
4995 NW 72nd Ave., Suite 301
Miami, Florida 33166-5643

TITLE SHEET

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

INTERNATIONAL TELNET INC.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by International Telnet, 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 4995 NW 72nd Avenue, Suite 301, Miami, FL 33166.

ISSUED: April 17, 2003

EFFECTIVE:

Issued By:

Ricardo Cruz – President
International Telnet, Inc.
4995 NW 72nd Avenue, Suite 301
Miami, FL 33166

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
		30	Original		
1	Original	31	Original		
2	Original	32	Original		
3	Original	33	Original		
4	Original	34	Original		
5	Original	35	Original		
6	Original	36	Original		
7	Original	37	Original		
8	Original	38	Original		
9	Original	39	Original		
10	Original	40	Original		
11	Original	41	Original		
12	Original	42	Original		
13	Original	43	Original		
14	Original	44	Original		
15	Original	45	Original		
16	Original	46	Original		
17	Original	47	Original		
18	Original	48	Original		
19	Original	49	Original		
20	Original	50	Original		
21	Original	51	Original		
22	Original	52	Original		
23	Original	53	Original		
24	Original	54	Original		
25	Original	55	Original		
26	Original	56	Original		
27	Original	57	Original		
28	Original				
29	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: International Telnet, 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.

ITI: INTERNATIONAL TELNET INC.

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.

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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>		Monthly
		<u>Nonrecurring</u>	<u>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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