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December 10, 1999

**VIA OVERNIGHT DELIVERY**

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

991899-TI

Re: Application of Broadband Office Communications, Inc. for a Certificate of Authority to Provide Interexchange Telecommunications Service ("Application")

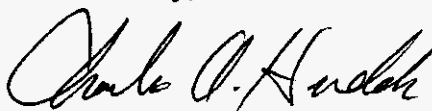
Dear Sir or Madam:

Enclosed are the original and seven (7) copies of the Application. Please file the Application in your usual fashion and return one (1) file-stamped copy to us in the enclosed envelope.

Also enclosed is a check in the amount of \$250.00 to cover the cost of filing the Application.

If you have any questions or comments, please call the undersigned.

Sincerely,



Charles A. Hudak

CAH/jh

Enc.

cc: Kristin L. Smith, Esq.  
Blumenfeld & Cohen  
(with enclosure)

Check received with filing and forwarded to Fibco for deposit.  
Full name and address of check to be filed in public file.

Initials of person who forwarded check:



DOCUMENT NUMBER-DATE

15179 DEC 13 99

FPSC-REC-ADS/REPORTING

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

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

- Original Authority (New company).
- Approval of Transfer (To another certificated company).
- Approval of Assignment of existing certificate (To a non-certificated company).
- Approval for transfer of control (To another certificated company).

2. Select what type of business your company will be conducting (check all that apply):

- Facilities based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
- Operator Service Provider** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- Reseller** - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
- Switchless rebiller** - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
- Multi-Location Discount Aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers. Then offers the resold service by enrolling unaffiliated customers.

3. Name of corporation partnership, cooperative, joint venture or sole proprietorship:

**BroadBand Office Communications, Inc.**

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

**Not applicable.**

DOCUMENT NUMBER-DATE

15179 DEC 13 2008

FPSC-RECORDS/REPORTING

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

**BroadBand Office Communications, Inc.**  
**2070 Chain Bridge Road, Suite G-99**  
**Vienna, Virginia 22182**  
**Tel: (703) 748-9883**  
**Fax: (703) 748-3245**

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

**Applicant does not maintain, and does not intend to maintain, an office in the State of Florida.**

7. Structure of organization;

Individual                       Corporation  
 Foreign Corporation           Foreign Partnership  
 General Partnership           Limited Partnership  
 Other, \_\_\_\_\_

8. If applicant is an individual or partnership, please give name, title and address of sole proprietor or partners.

**Not applicable.**

- (a) Provide proof of compliance with the foreign limited partnership statute (Chapter 620.169 FS), if applicable.

**Not applicable.**

- (b) Indicate if the individual or any of the partners have previously been:

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

**Not applicable.**

- (2) 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.**

9. If incorporated, please give:

- (a) Proof from the Florida Secretary of State that the applicant has authority to operate in Florida.

Corporate Charter Number: **F99000006029**

**Applicant's Certificate of Authority to transact business in the State of Florida is attached hereto at Exhibit "A".**

- (b) Name and address of the company's Florida registered agent.

**The name and address of Applicant's registered agent for service of process in the State of Florida is:**

**BroadBand Office Communications, Inc.  
c/o CT Corporation System  
1200 S. Pine Island Rd.  
Plantation, FL 33324  
Tel.: (954) 473-5503**

- (c) Provide proof of compliance with the fictitious name statute (Chapter 865.09 FS), if applicable.

Fictitious name registration number:

**Not applicable.**

- (d) Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

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

**None of Applicant's officers, directors, or any of the ten largest stockholders has previously been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime.**

- (2) 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.

**None of Applicant's officers, directors, or any of the ten largest stockholders is currently an officer, director, partner or stockholder in any other Florida certificated telephone company. However, certain of Applicant's officers and directors previously have been employed by Florida certificated telephone companies such as MCI/WorldCom and BellSouth.**

10. Who will serve as liaison with the Commission in regard to (please give name, title, address and telephone number):

(a) The application;

**Charles A. Hudak, Esq.  
Michael K. Stewart, Esq.  
Gerry, Friend & Saprnov, LLP  
Three Ravinia Drive, Suite 1450  
Atlanta, Georgia 30346-2131  
Tel: (770) 399-9500  
Fax: (770) 395-0000**

**and**

**Jeffrey Blumenfeld, Esq.  
Kristin L. Smith, Esq.  
Blumenfeld & Cohen  
1625 Massachusetts Avenue, N.W., Suite 300  
Washington, D.C. 20036  
Tel: (202) 955-6300  
Fax: (202) 955-6460**

(b) Official Point of Contact for the ongoing operations of the company;

**Woody Traylor  
Vice President of Regulatory Affairs and Secretary  
BroadBand Office Communications, Inc.  
2070 Chain Bridge Road, Suite G-99  
Vienna, Virginia 22182  
Tel: (703) 748-9883  
Fax: (703) 748-3245**

(c) Tariff;

**Charles A. Hudak, Esq.  
Michael K. Stewart, Esq.  
Gerry, Friend & Saprnov, LLP  
Three Ravinia Drive, Suite 1450  
Atlanta, Georgia 30346-2131  
Tel: (770) 399-9500  
Fax: (770) 395-0000**

- (d) Complaints/Inquiries from customers;

**Woody Traylor**  
**Vice President of Regulatory Affairs and Secretary**  
**BroadBand Office Communications, Inc.**  
**2070 Chain Bridge Road, Suite G-99**  
**Vienna, Virginia 22182**  
**Tel: (703) 748-9883**  
**Fax: (703) 748-3245**

11. List the states in which the applicant:

- (a) Has operated as an interexchange carrier.

**Applicant has not yet operated as an interexchange carrier in any state.**

- (b) Has applications pending to be certificated as an interexchange carrier.

**Applicant has applied, or is in the process of applying, for certification to provide intrastate long distance telecommunications services in the states of Arizona, California, Colorado, Connecticut, Georgia, Illinois, Indiana, Kentucky, Michigan, Minnesota, Missouri, New Jersey, New York, North Carolina, Ohio, Tennessee and Texas.**

- (c) Is certificated to operate as an interexchange carrier.

**Applicant has not yet received certification to operate as an interexchange carrier in any state.**

- (d) Has been denied authority to operate as an interexchange carrier and the circumstances involved.

**Applicant has not been denied certification to operate as an interexchange carrier in any state.**

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

**Applicant has not been assessed regulatory penalties for violating any State or Federal telecommunications statutes.**

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

**Applicant has not been involved in any civil court proceeding with an interexchange carrier, local exchange carrier or other telecommunications entity in any State or Federal jurisdiction.**

12. What services will the applicant offer to other certificated telephone companies:

- |                                     |                               |                          |           |
|-------------------------------------|-------------------------------|--------------------------|-----------|
| <input checked="" type="checkbox"/> | Facilities                    | <input type="checkbox"/> | Operators |
| <input type="checkbox"/>            | Billing and Collection        | <input type="checkbox"/> | Sales     |
| <input type="checkbox"/>            | Maintenance                   |                          |           |
| <input checked="" type="checkbox"/> | Other: <b>Resale Services</b> |                          |           |

13. Do you have a marketing program?

**Applicant intends to utilize its existing marketing and sales personnel to promote its services within the State of Florida.**

14. Will your marketing program: **Not applicable.**

- Pay commissions?  
 Offer sales franchises?  
 Offer multi-level sales incentives?  
 Offer other sales incentives?

15. Explain any of the offers checked in question 14 (To whom, what amount, type of franchise, etc.)

**Not applicable.**

16. Who will receive the bills for your service (Check all that apply)?

- |                          |                       |                                     |                                |
|--------------------------|-----------------------|-------------------------------------|--------------------------------|
| <input type="checkbox"/> | Residential customers | <input checked="" type="checkbox"/> | Business customers             |
| <input type="checkbox"/> | PATS providers        | <input type="checkbox"/>            | PATS station end-users         |
| <input type="checkbox"/> | Hotels and motels     | <input type="checkbox"/>            | Hotel and motel guests         |
| <input type="checkbox"/> | Universities          | <input type="checkbox"/>            | University dormitory residents |
| <input type="checkbox"/> | Other: (specify)      |                                     |                                |

17. Please provide the following (if applicable):

- (a) Will the name of your company appear on the bill for your services, and if not who will the billed party contact to ask questions about the bill (provide name and phone number) and how is this information provided:

**Applicant's name will appear on each customer's monthly invoice for services.**

- (b) Name and address of the firm who will bill for your services.

**Applicant intends to bill its customers directly for interexchange telecommunications services. In this regard, Applicant's name, address and toll-free customer assistance telephone number will appear on all customer invoices for services.**

18. Please submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485.

**Applicant's proposed tariff is attached hereto at Exhibit "B".**

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

- MTS with distance sensitive per minute rates  
 Method of access is FGA  
 Method of access is FGB  
 Method of access is FGD  
 Method of access is 800

- MTS with route specific rates per minute  
 Method of access is FGA  
 Method of access is FGB  
 Method of access is FGD  
 Method of access is 800

- MTS with statewide flat rates per minute (i.e. not distance sensitive)  
 Method of access is FGA  
 Method of access is FGB  
 Method of access is FGD  
 Method of access is 800

MTS for pay telephone service providers

Block-of-time calling plan (Reach out Florida, Ring America, etc.)

800 Service (Toll free)

- WATS type service (Bulk or volume discount)  
 Method of access is via dedicated facilities



Method of access is via switched facilities

Private Line services (Channel services)  
(For example, 1.544 mbs., DS-3, etc.)

Travel Service

Method of access is 950

Method of access is 800

900 Service

Operator Services

Available to presubscribed customers

Available to non presubscribed customers (for example, to patrons of hotels, students in universities, patients in hospitals)

Available to inmates

Services included are:

Station assistance

Person-to-Person assistance

Directory assistance

Operator verify and interrupt

Conference Calling

20. What does the end user dial for each of the interexchange carrier services that were checked in services included (above).

**Applicant's customers will obtain access to services by dialing "1+", "1-800" or "101XXXX" dialing sequences.**


21.  Other:

**Applicant intends to provide facilities-based local exchange and interexchange telecommunications services primarily to business customers and tenants of certain commercial office buildings in Florida. In order to provide its services, Applicant intends to use a combination of unbundled network elements (e.g., transport) leased from other certificated local carriers, Applicant's own facilities, and long distance transmission facilities leased or purchased from other certificated long distance carriers. Applicant intends to construct its own transmission facilities, including intra-building facilities located in commercial real estate buildings served by Applicant, and network facilities (e.g., switching equipment, computers and associated electronics) placed in Applicant's own locations. Until Applicant's facilities are operational, Applicant intends to provide local exchange and interexchange telecommunications resale services.**

## APPLICANT ACKNOWLEDGEMENT STATEMENT

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50.00 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:** A non-refundable application fee of \$250.00 must be submitted with the application.
5. **LEC BYPASS RESTRICTIONS:** I acknowledge the Commission's policy that interexchange carriers shall not construct facilities to bypass the LECs without first demonstrating to the Commission that the LEC cannot offer the needed facilities at a competitive price and in a timely manner.
6. **RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is the Company's responsibility to comply with all current and future Commission requirements regarding interexchange telephone service.
7. **ACCURACY OF APPLICATION:** By my signature below, I attest to the accuracy of the information contained in this application and associated attachments.

**BROADBAND OFFICE COMMUNICATIONS, INC.**

By:   
**Woody Traylor**  
**Vice President of Regulatory Affairs**  
**and Secretary**


Date: 12/9/99

**APPENDIX A**

**CUSTOMER DEPOSITS AND ADVANCE PAYMENTS**

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

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

  
\_\_\_\_\_  
**Woody Traylor**  
**Vice President of Regulatory Affairs**  
**and Secretary**  
**BroadBand Office Communications, Inc.**

  
\_\_\_\_\_  
Date

**APPENDIX B**

**INTRASTATE NETWORK**

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

**Applicant has not yet determined (i) the location of its POP(s) within the State of Florida or (ii) whether such facilities will be owned by Applicant, leased from other certificated telecommunications carriers, or both.**

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

**Applicant has not yet determined the location of its switching equipment to be deployed in the State of Florida. Applicant intends to purchase switching equipment to be placed in Applicant's own locations.**

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

POP-to-POP

Type

Ownership

**Applicant intends to construct its own transmission facilities, including intra-building facilities located in commercial real estate buildings served by Applicant. In addition, Applicant intends to lease unbundled network elements (e.g., transport) from BellSouth Telecommunications, Inc. or from other certificated, facilities-based carriers operating in the State of Florida.**

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

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

**Applicant shall limit its intraEAEA service to MTS toll service. Applicant has the ability to screen all calls and shall block any other unauthorized intraLATA local call.**

6. CURRENT FLORIDA INTRASTATE SERVICES: Applicant has ( ) or has not (X) previously provided intrastate telecommunications in Florida. If the answer is has, fully describe the following:

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

**Not applicable.**

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

**Not applicable.**



Woody Traylor  
Vice President of Regulatory Affairs and Secretary  
BroadBand Office Communications, Inc.

12/9/99

**APPENDIX C**

**FLORIDA TELEPHONE EXCHANGES**

**AND**

**EAS ROUTES**

Describe the service area in which you hold yourself out to provide service by telephone company exchange. If all services listed in your tariff are not offered at all locations, so indicate.

In an effort to assist you, attached is a list of major exchanges in Florida showing the small exchanges with which each has extended area service (EAS).

**Applicant intends to offer interexchange services from all telephone company exchanges located within the State of Florida.**

  
\_\_\_\_\_

**Woody Traylor  
Vice President of Regulatory Affairs and Secretary  
BroadBand Office Communications, Inc.**

12/9/99  
\_\_\_\_\_

Date

**EXHIBIT "A"**

**CERTIFICATE TO TRANSACT BUSINESS**

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the application by BROADBAND OFFICE COMMUNICATIONS, INC., a Delaware corporation, authorized to transact business within the State of Florida on November 19, 1999 as shown by the records of this office.

The document number of this corporation is F99000006029.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Nineteenth day of November, 1999



CR2EO22 (1-99)

*Katherine Harris*

Katherine Harris  
Secretary of State

**EXHIBIT "B"**

**PROPOSED TARIFF**



**Facilities-Based and Resold Message Toll Telecommunications Services**

This Tariff applies to the Facilities-Based and Resold Message Toll Telecommunications Services furnished by BroadBand Office Communications, Inc. between one or more points in the State of Florida. This Tariff is on file with the Florida Public Service Commission and copies may be inspected during normal business hours at principal place of BroadBand Office Communications, Inc.'s business.

**ILLUSTRATIVE**

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Issued: December 14, 1999

Effective:

ISSUED BY: Woody Traylor  
Vice President of Regulatory Affairs  
BroadBand Office Communications, Inc.  
2070 Chain Bridge Road, Suite G-99  
Vienna, VA 22182

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**CHECK SHEET**

The 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.

| <u>Sheet No.</u> | <u>Revision</u> |
|------------------|-----------------|
| 1                | Original        |
| 2                | Original        |
| 3                | Original        |
| 4                | Original        |
| 5                | Original        |
| 6                | Original        |
| 7                | Original        |
| 8                | Original        |
| 9                | Original        |
| 10               | Original        |
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| 13               | Original        |
| 14               | Original        |
| 15               | Original        |
| 16               | Original        |
| 17               | Original        |
| 18               | Original        |
| 19               | Original        |
| 20               | Original        |
| 21               | Original        |
| 22               | Original        |
| 23               | Original        |

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BroadBand Office Communications, Inc.  
2070 Chain Bridge Road, Suite G-99  
Vienna, VA 22182

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 Vienna, VA 22182

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Vice President of Regulatory Affairs  
BroadBand Office Communications, Inc.  
2070 Chain Bridge Road, Suite G-99  
Vienna, VA 22182

**PRELIMINARY STATEMENT**

This tariff contains all effective rates and rules together with information relating to and applicable to BroadBand Office Communications, Inc. (referred to herein as "Company" or "BBOC").

This Tariff is on file with the Florida Public Service Commission and copies may be inspected during normal business hours at 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399.

**SYMBOLS USED IN THIS TARIFF**

- (C) To signify a changed listing, rule or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify an increase in a rate.
- (L) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule, or condition.
- (M) To signify text or rates relocated without change
- (N) To signify a new rate or regulation or other text
- (R) To signify a reduction in a rate
- (S) To signify reissued regulations
- (T) To signify a change in text but no change in rate
- (Z) To signify a correction

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---

**SECTION 1 - DEFINITIONS AND ABBREVIATIONS**

- 1.1. **Authorization Code**: A numerical code, one or more of which the Company may assign to a Customer, to enable Company to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Company and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.
- 1.2. **Authorized User**: The Customer may authorize a person, firm or corporation to be an end-user of the service of the Customer.
- 1.3. **Automatic Number Identification (ANI)**: A type of signaling provided by a local exchange telephone company, which automatically identifies the local exchange line from which a call originates.
- 1.4. **Business Hours**: The time after 8:00 a.m. and before 5:00 p.m., Monday through Friday excluding holidays.
- 1.5. **Business Office**: The primary location where the business operations of Company are performed and where the Company makes a copy of the Company's tariff available for public inspection. The address of the business is: 2070 Chain Bridge Road, Suite G-99, Vienna, VA 22182.
- 1.6. **Company**: Refers to BroadBand Office Communications, Inc.
- 1.7. **Commission**: The Florida Public Service Commission, the regulating entity within the State of Florida.
- 1.8. **Completed call**: is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.
- 1.9. **Customer**: means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.
- 1.10. **Exchange Area**: A geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified areas where individual telephone exchange companies hold themselves out to provide communication services.

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- 1.11. **Holiday:** New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. When holidays fall on Saturdays or Sundays, the holiday rate applies unless a larger discount would normally apply.
- 1.12. **Individual Case Basis (ICB):** Customer-specific arrangements that may vary from tariff in rates, terms and conditions according to the customer-specific requirements and service-specific parameters.
- 1.13. **Interruption:** The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and the Company will give no allowance for, service difficulties, such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Company. Any Interruption allowance provided within this Tariff by Company shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Company, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Company's facilities or service, or any other reason covered by this Tariff or by applicable law.
- 1.14. **Local Access Transport Areas ("LATA"):** A geographical area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Company Association, Inc. Tariff F.C.C. No. 4.
- 1.15. **Service:** means any telecommunications service(s) provided by the Carrier under this tariff.
- 1.16. **Station:** means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

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1.17. Time period: means the interval of hours that distinguish day, evening, night, and weekend rate periods as indicated below:

| Rate Periods   | From       | To, but not Including | Days            |
|----------------|------------|-----------------------|-----------------|
| Weekdays       | 8:00 a.m.  | 5:00 p.m.             | Monday-Friday   |
| Evenings       | 5:00 p.m.  | 11:00 p.m.            | Monday-Friday   |
|                | 5:00 p.m.  | 11:00 p.m.            | Sunday          |
| Night/Weekends | 11:00 p.m. | 8:00 p.m.             | Monday-Sunday   |
|                | 8:00 a.m.  | 5:00 p.m.             | Saturday-Sunday |
|                | 5:00 p.m.  | 11:00 p.m.            | Saturday        |

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SECTION 2 - RULES AND REGULATIONS

2.1. Application of Tariff

This tariff applies to interexchange telecommunications services furnished by BroadBand Office Communications, Inc. (Company) between various locations within the State of Florida in accordance with the conditions set forth herein. Service under this tariff is only available to Customers located in buildings where Company owns or leases facilities.

2.2. Undertaking of Company

Company undertakes to provide telecommunications services within the State of Florida on the terms and conditions and the rates and charges specified herein.

2.3. Application for Services

2.3.1. Applicants wishing to obtain service may initiate service verbally with the Company or pursuant to a completed and signed written service order. On Company's receipt of the signed order form, under normal circumstances, Company will accept or reject the order within ten business days.

2.3.2. Should the applicant make a service request verbally, and should the Company accept the applicant's order, the Company will provide the applicant, within ten days of the service order, a confirmation letter setting forth the services ordered and itemizing all charges which will appear on the Customer's bill.

2.3.3. In addition, the Company will provide all new Customers in writing a statement of all material terms and conditions affecting what the Customer will pay for services provided by Company. The Company will provide the Customer with service, under normal circumstances, within fourteen business days of initial request.

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2.4 Individual Case Basis (ICB) Arrangements:

Company may form contracts in special circumstances for Individual Case Basis ("ICB") service offerings. See also Rate Schedule and Section 2.11. ICB service offerings are arrangements with a specific customer where customer-specific requirements and the service-specific parameters may vary from the tariff. For ICB service offerings, Company will offer ICB rates, terms and conditions to the Customer in writing. The Company will make any specific contract available to similarly situated Customers in substantially similar circumstances that place an order within 30 days of the effective date of the original contract.

2.5. Establishment and Reestablishment of Credit

Company reserves the right to examine the credit record and check the references of all applicants and Customers.

2.6. Advanced Payments, Deposits and Guarantors

2.6.1. Advanced Payments: At the time an application for service is made, the Company may require an applicant to pay an amount equal to one month's service charges and/or any applicable nonrecurring charges and/or equipment charges. The Company credits the amount of the first month's service to the Customer's account on the first bill rendered.

2.6.2. Deposits:

2.6.2.1. Requirement: Company may, at its sole discretion and to safeguard its interests, require an applicant or an existing Customer to post a deposit as a guarantee for the payment of charges as a condition to receiving service or additional service(s). Company reserves the right to review an applicant's or a Customer's credit history at anytime to determine if the Company will require a deposit.

2.6.2.2. Nondiscrimination: The Company will not require deposits based on race, sex, creed, national origin, marital status, age, number or dependents, condition of physical handicap, source of income, or geographical area of business.

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- 2.6.2.3. Amount: The Company may base the amount of the deposit on an estimate of one month's service as determined by the Subscriber, or the Company's network average usage considering the type and nature of the Subscribers' service. Interest on deposits will be set at seven (7) percent, except the Company will pay no interest if the Customer has received a minimum of two discontinuance of service notices in a 12-month period. The fact that a deposit has been made neither relieves the Customer from complying with Company's regulations on the prompt payment of bills on presentation nor constitutes a waiver or modification of the regulations of Company providing for the discontinuance of service for non-payment of any sums due Company for services rendered.
- 2.6.2.4. Refund Upon Discontinuance: Upon discontinuance or termination of the service, Company will credit the deposit to the charges stated on the final bill. The Company will return the balance, if any, to the Customer within 30 days after discontinuance or termination of service, and will include any interest on the deposit according to the terms and at the rate as set forth herein.
- 2.6.2.5. Refund After Satisfactory Payment: Within 30 days after prompt and timely payment of all charges for twelve monthly consecutive billing periods, within 30 days, Company will refund the deposit to the Customer. The refund will include any accumulated interest according to the terms set forth herein. Payment of a charge is prompt and timely if received prior to the date that the charge becomes delinquent provided that the payment is not returned for insufficient funds or closed account.
- 2.6.2.6. Deposit Receipt: Each deposit receipt will contain the following provisions: "BBOC shall refund this deposit, less the amount of any unpaid bills for service furnished by BBOC, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first. However, deposits may not receive interest if the Customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period."

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**2.7. Method of Service of Notices**

- 2.7.1. **Notice by Company:** Unless otherwise provided, any notice by Company to the Customer or to the Customer's authorized representative may be given either verbally (as provided below) to the Customer or to the Customer's authorized representative, or by written notice mailed to the Customer's or the Customer's authorized representative's last known address. Company may provide verbal notice to a Customer or to a Customer's authorized representative only in emergencies, where a delay may result in impaired service or a hazard to a Customer.
- 2.7.2. **Notice by Customer:** Unless otherwise provided, any notice by the Customer or its authorized representative may be given verbally to Company at Company's business office, by telephone to Company's business office, or by written notice mailed to Company's business office. Cancellation of service by the Customer may be given verbally, by telephone or by written notice to Company.

**2.8. Rendering and Payment of Bills**

- 2.8.1. Customer bills are issued monthly. The Customer will receive its bill on or about the same day of each month. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Customer. The Company bills monthly recurring charges in advance and usage charges in arrears. Each bill will state the last date for timely payment. Company will prorate monthly recurring charges based on a 30 day month.
- 2.8.2. Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of Company or an agency authorized to receive such payment. All charges for service are payable only in the United States currency. Payment may be made by cash, check, money order, or cashier's check.
- 2.8.3. Customer payments are considered prompt and timely when received by Company or its agent by the due date on the bill. The due date is 21 days after the Company renders the bill and designates by the due date stated on the Customer's bill. The Customer shall have at least 21 days from the rendition of a bill to timely pay the charges stated. Company will credit payments within 24 hours of receipt. Subject to 2.8.4., the Company considers Customer payments delinquent, if received after the due date.

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- 2.8.4. If the Customer's service has been discontinued within the 12 months prior to any billing date, or if the Customer incurs usage charges during a billing period which are equal to at least 200% of the amount of the Customer deposit or guarantee, the Company may, by a telephone call to the Customer followed by written notification sent by first class mail, demand full payment within five (5) days of such notification. If the is not made within five days from the date of written notification, or a mutually established late payment arrangement date agreed to by both Company and Customer, the Company will deem the payment delinquent.
- 2.8.5. Bills that remain unpaid beyond the due date on the bill per 2.8.2. or 2.8.3., or beyond the payment due date per 2.8.4., will incur a late payment charge of 1.5%, or the maximum permitted by law, whichever is higher, of the outstanding unpaid balance for each month or part of a month that the bill remains unpaid after the specified due date.
- 2.8.6. When payment for service is made by check, draft, or similar negotiable instrument, the Company may assess a charge of \$25.00 or 5% of the balance due (whichever is greater) for each such item returned unpaid by a bank to a Company for any reason. This charge is in addition to the late payment charge which may also be applicable.
- 2.8.7. Company is not responsible for charges incurred by the Customer in gaining access to the Company's network through the facilities of another carrier.
- 2.9. Disputed Bills
- 2.9.1. Customer may bring any dispute of a charge to Company's attention by verbal or written notification. If Customer notifies Company of a disputed charge verbally, Customer must confirm that dispute in writing within five(5) days.
- 2.9.2. In case of a billing dispute between the Customer and the Company which the Customer and the Company cannot settle to their mutual satisfaction, Customer must pay the undisputed portion and all subsequent undisputed bills on a timely basis or the Company may disconnect the Customer's service.
- 2.9.3. The Customer may request an in-depth investigation into the disputed amount and a review by a Company manager.

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2.10. Discontinuance and Restoration of Service

2.10.1. Discontinuance by Customer

- 2.10.1.1. A Customer may discontinue service(s) upon verbal or written notice to Company on or before the date of disconnection. The Customer remains responsible for payment of all bills for services furnished.
- 2.10.1.2. If a Customer cancels his order for service before the service begins, the Company may levy a \$25.00 charges upon the Customer for the nonrecoverable portions of expenditures or liabilities incurred by Company expressly on behalf of the Customer.
- 2.10.1.3. No minimum or termination charge will apply if service is terminated because of condemnation, destruction, or damage to the property by fire or other causes beyond the control of the Customer.
- 2.10.1.4. Upon termination, the Company may hold pre-subscribed Customer responsible for charges thereafter if the Customer has not selected an alternative interexchange carrier and service has not been transferred to the alternative carrier and such a Customer is continuing to receive service from Company.

2.10.2. Discontinuance by Company

- 2.10.2.1. Company will follow the appropriate state requirements:
  - (a) Company may discontinue services under the following circumstances:
    - (i) Nonpayment more than 30 days beyond the date of the invoice for service of any sum due to Company for such service. In the event Company terminates service for nonpayment, the Customer may be liable for all reasonable costs of collection including reasonable court costs, expenses, and fees as determined by the Commission or by the court.
    - (ii) A violation of, or failure to comply with, any state, federal or local regulation governing the furnishing of service.

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- (iii) An order from a court or from another government authority having jurisdiction which prohibits Company from furnishing service.
  - (iv) Customer's failure to post a required deposit or guarantee.
  - (v) In the event that the Customer supplied false or inaccurate information of a material nature in order to obtain service.
- (b) The Company may refuse or disconnect service in the event of illegal use or of intent to defraud the Company. Company may disconnect service for this reason after sending written notice via certified mail to the Customer's last known address.

#### 2.10.3. Notice for Disconnection under Section 2.10.2.1

- 2.10.3.1. Company will send to Customer, not less than 7 days prior to disconnection, a written notice of the pending disconnection. Company shall have given notice upon depositing such notice in the mail to the Customer's last known address, first class postage prepaid.
- 2.10.3.2. Company may discontinue service during business hours on or after the date specified in the notice of discontinuance. The Company will not disconnect service on a day when the offices of Company are not available to facilitate reconnection of service or on a day immediately preceding such a day.

#### 2.10.4 Restoration of Service

Customer may have service restored by paying in full by cash, personal check, money order, or cashier's check. Company may refuse to accept a personal check if a Customer's check for payment of service has been dishonored, excepting bank error, within the previous twelve months. There is a \$35.00 charge for restoration of service after disconnection; however, if the Company removed the equipment necessary for Customer's service(s), a complete activation fee may apply.

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## 2.11 Term Agreements

The Company offers Term Agreements wherein the Customer agrees to retain specified volumes of Company services for a mutually agreed upon length of time. A Termination Liability charge applies to early termination of a Term Agreement.

## 2.12. Information to be Provided to the Public

2.12.1. Company will make available a copy of this tariff schedule for public inspection in Company's business office during regular business hours.

2.12.2. Company will provide a copy of this tariff upon request to Company's business office for a nominal cost to cover postage and copying fees.

2.12.3. Company will provide rate information and information regarding the terms and conditions of service contained in this tariff schedule, upon request to a current or potential Customer. Company will provide notice of major rate increases in writing to Customers in accordance with Commission rules. Company will also advise the Customer of changes to the terms and conditions of service no later than the Company's subsequent billing cycle.

2.12.4. Company will notify Customers in writing of any change in ownership or identity of the Company on the Customer's bill in the month subsequent to the change.

## 2.13. Continuity of Service

If Company foresees an interruption of service for a period exceeding 24 hours, Company will notify Customers in writing at least one week in advance of such interruption, or, where this is not feasible in such other manner as is reasonably practicable.

## 2.14. Limitations of Liability

2.14.1. Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services, functions, and products the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services, functions, and

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products furnished under this tariff. These limitations shall not limit any right the Company may have to be indemnified, defended, or held harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees), and consequential damages of such third persons.

- 2.14.2. The liability of the Company for damages arising directly or indirectly out of the furnishing of these services, functions, or products, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, functions, or products or arising out of the Company's failure to furnish the service, function, or product, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption. The Customer or Authorized User has the sole remedy of the extension of such allowances for interruption and the sole liability of the Company. The Customer shall not hold the Company liable for any indirect, special, consequential, exemplary or punitive damages a Customer may suffer, including lost business, revenues, profits, or other economic loss, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents, whether or not foreseeable, and regardless of notification by any party of the possibility of such damages.
- 2.14.3. The Customer shall not hold the Company liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.
- 2.14.4. The Customer shall not hold the Company liable for any act or omission by any entity furnishing to the Company or to the Company's Customers services or equipment used for or with the services the Company offers.
- 2.14.5. The Customer shall not hold the Company liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of

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Customer-provided services or equipment.

- 2.14.6. The Customer shall not hold the Company liable for the claims of vendors supplying equipment to the Customer, which vendor may installed at premises of the Company, nor shall the Customer shall not hold the Company liable for the performance of said vendor or vendor's equipment.
- 2.14.7. The Company does not guarantee or make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- 2.14.8. The Company is not liable for any defacement of or damage to the premises of a Customer or end-user (or Authorized User) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.
- 2.14.9. The Customer shall not hold the Company liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, without limitation, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- 2.14.10. The Customer shall not hold the Company liable for any damages whatsoever to persons or property resulting from the installation, maintenance, repair or removal of equipment and associated wiring, unless the Company's willful misconduct or gross negligence causes the damage.
- 2.14.11. The Customer shall not hold the Company liable for any damages whatsoever associated with service, facilities, products, or equipment which the Company does not furnish or for any act or omission of the Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with service.

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- 2.14.12. The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person affected by the dialing of the digits "9-1-1".
- 2.14.13. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- 2.14.14. The Customer and any Authorized Users, jointly and severally, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including reasonable attorney's fees and court costs), or liability for patent or trademark infringement or other infringement of intellectual property rights arising from (1) combining (or using in connection) Company-provided services and equipment with any facilities, services, functions, or products provided by the Customer, by an Authorized User or by any other entity other than the Company, or (2) use of services, functions, or products the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control; and from all other claims, loss, damage, expense (including reasonable attorneys fees and court costs), or liability arising out of any commission or omission by the Customer or Authorized User in connection with the service, function, or product. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer and/or Authorized User shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such infringement, damages, or other claims, at the sole and entire expense of the Customer and/or Authorized User.

2.15. Use of Service for Unlawful Purposes

The Company furnishes the tariffed services subject to the condition that the Customer will not use the services for any unlawful purposes. Company shall not furnish service if any law enforcement agency, acting within its jurisdiction, advises that the Customer is using such services in violation of the law. If Company receives additional evidence

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giving reasonable cause to believe that the Customer is using such services in violation of the law, Company may discontinue or deny the services or refer the matter to the appropriate law enforcement agency.

2.16. Unauthorized Use

Any individual who uses or receives Company service, other than under the provisions of an accepted application for service and a current Customer relationship, may be liable for the tariffed cost of the services received and may be liable in addition for reasonable court costs and attorneys fees as determined by the Commission or by the court.

2.17 Abuse and Fraudulent Use of Service

2.17.1. Service shall not be used for any purpose in violation of law.

2.17.2. Service shall not be used in such a manner as to interfere unreasonably with the use of the service by one or more other Customers, or interfere with the Company's reasonable ability to provide the service to others.

2.18 "900" and "976" Blocking

Company reserves the right to block the Customer's access to "900" and "976" pay-per-call telephone information services, unless expressly requested not to by the Customer in writing. Company will not impose a charge for blocking.

2.19 Other Company Charges

The Customer is responsible to pay Company for all toll calls made over Customer's service(s) or other third party charges to Customer's service(s) resulting from the origination of calls to points outside the state and for all charges or calls billed to the Customer's number.

2.20 Telephone Numbers

The Customer has no property right in the assigned telephone number and none can be acquired by usage or otherwise. Company reserves the right to assign, designate, or change such numbers when reasonably necessary in the conduct of its business. Company may reassign telephone numbers of Customers 30 days from the date of

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discontinuance or disconnection of service.

2.21 Operator Assistance

Company will provide operator assistance either directly or through arrangements with other carriers. Customer or Authorized Users can dial 0+ to place credit card and/or collect calls.

2.22 Request for Old Bill

Company will charge a processing fee to a Customer who requests a copy of a bill that has already been issued to such Customer, unless the Customer informs the Company within fifteen (15) days of the issuance of the bill that the original bill was not received. Company will not provide a second copy of a bill that is over four (4) years old.

2.23 Change of Service Providers

The Company will not terminate service to a Customer enrolled on another interexchange carrier's system and transfer service to the other Company's system without authorization from the Customer in accordance with applicable Commission rules.

2.24 Non-Published Service

Upon a Customer's request, Company will omit a Customer name, address and telephone number from any telephone directory, street address directory, or in the directory assistance records available to the general public. The Company shall release information only in response to legal process or to authorized governmental agencies.

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**SECTION 3 - DESCRIPTION OF SERVICES****3.1 Description of Message Toll Service:**

Message Toll Service calling service provides a Customer with the ability to originate calls from an access line owned or leased by the Company to other stations on the public switched telephone network bearing the designation of any central office exchanges, areas, and zones outside of the Customers Local Calling Area but within the State of Florida.

**3.2 Promotional Offerings:**

The Company may offer existing services on a promotional basis, subject to Commission approval, that provides special rates, terms, or conditions of service. Promotional offerings are limited to a maximum of six months at which time the promotional offering must be either withdrawn or made available on a permanent basis. All promotions, regardless of whether services are given away for free, are subject to Commission approval.

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

For special situations, rates for specialized services will be determined on an Individual Case Basis and specified by contract between the Company and the Customer pursuant to Commission rules for such arrangements.

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**SECTION 4 - DESCRIPTION OF RATES AND CHARGES**

**4.1. Description of Rates and Charges for Message Toll Service:**

The service is flat rated and billed in six (6) second increments. The duration of each call will be rounded to the nearest higher increment for billing purposes. Additionally, fractional cents will be rounded to the nearest higher cent.

4.1.1. The following rates apply on a per minute basis to all direct dialed calls:

|                                  |                |
|----------------------------------|----------------|
|                                  | <u>Per MOU</u> |
| Message Toll Service Originating | \$ X.XX        |

4.1.2. Company makes no distinctions between rates for days, evenings, and weekends.

**4.1.3. Timing of Messages**

- 4.1.3.1. Chargeable time begins when connection is established between the calling station and the called station.
- 4.1.3.2. Chargeable time ends when the calling station "hangs up" thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network.
- 4.1.3.3. Chargeable time does not include time lost because of faults or defects in the connection.

**4.2. Prescribed Interexchange Carrier Charge:**

Customers may presubscribe RLES local access lines to their intrastate, interLATA long distance carrier of choice. Following the Customer's initial presubscription of each line, any subsequent change will incur a per line charge.

|          |         |
|----------|---------|
| Per line | \$ X.XX |
|----------|---------|

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