

RUTLEDGE, ECENIA, PURNELL & HOFFMAN

ORIGINAL

PROFESSIONAL ASSOCIATION
ATTORNEYS AND COUNSELORS AT LAW

STEPHEN A. ECENIA
JOHN R. ELLIS
KENNETH A. HOFFMAN
THOMAS W. KONRAD
MICHAEL G. MAIDA

POST OFFICE BOX 551, 32302-0551
215 SOUTH MONROE STREET, SUITE 420
TALLAHASSEE, FLORIDA 32301-1841

J. STEPHEN MENTON
R. DAVID PRESCOTT
HAROLD F. X. PURNELL
GARY R. RUTLEDGE

TELEPHONE (850) 681-6788
TELECOPIER (850) 681-6515

September 20, 2000

RECEIVED-FPSC
00 SEP 20 PM 4: 36
RECORDS AND
REPORTING

HAND DELIVERY

Ms. Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Commission
Betty Easley Conference Center, Room 110
Tallahassee, Florida 32399-0850

Re: Docket No. 001289-TI

Dear Ms. Bayo:

Enclosed herewith for filing on behalf of Evolution Networks South, Inc. ("Evolution Networks") are:

1. An original and fifteen copies of Evolution Networks' Request for Confidential Classification; and
2. As attachments to the original Request for Confidential Classification, two copies of Evolution Networks' Application for an Original Certificate to provide Interexchange Telecommunications Service as Attachment B, and an envelope with the material considered confidential as Attachment C.

Please acknowledge receipt of these documents by stamping the extra copy of this letter "filed and returning the copy to me.

This confidentiality request was filed by or for a "telco" for DN 11834-00 No ruling is required unless the material is subject to a request per 119.07, FS, or is admitted in the record per Rule 25-22.006(8)(b), FAC.

(x-ref. 10838-00)

DOCUMENT NUMBER-DATE

11833 SEP 20 00

FPSC-RECORDS/REPORTING

Page 2
September 20, 2000

Thank you for your assistance with this filing.

Sincerely,

A handwritten signature in black ink that reads "John R. Ellis". The signature is written in a cursive style with a large, looped initial "J".

John R. Ellis

JRE/rl

Enclosures

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for an original certificate)	
to provide interexchange telecommunications)	Docket No. 001289-TI
service by Evolution Networks South, Inc.)	
_____)	Filed: September 20, 2000

**EVOLUTION NETWORKS SOUTH, INC.'S
REQUEST FOR CONFIDENTIAL CLASSIFICATION**

Evolution Networks South, Inc. ("Evolution Networks"), by and through its undersigned counsel and pursuant to Rule 25-22.006(4), Florida Administrative Code, files this Request for Confidential Classification, and states:

1. On August 31, 2000, Evolution Networks filed an Application for an Original Certificate to Provide Interexchange Telecommunications Service ("Application"), together with a Notice of Intent to Request Confidential Classification ("Notice of Intent"). As stated in the Notice of Intent, Exhibit 1 to the Application contains proprietary confidential business information.

2. Appended to this Request for Confidential Classification as Attachment A is a listing of pages of the Application where the confidential material is found, and a description of the material.

3. Appended to this Request as Attachment B are two copies of the Application with the confidential information redacted.

4. Appended to this Request as Attachment C in a sealed envelope marked "Confidential" is one copy of the Application, with the confidential information in Exhibit 1 highlighted.

DOCUMENT NUMBER-DATE
11833 SEP 20 00
FPSC-RECORDS/REPORTING

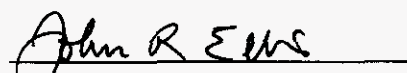
5. The material for which confidential classification is requested by Evolution Networks consists of the following financial information concerning its affiliate, Evolution Networks, Inc.: audited financial statements for 1998 and 1999; and unaudited Balance Sheet as of June 30, 2000, Statement of Cash Flows, Profit and Loss Statement, and Capitalization Chart as of May 31, 2000. Public disclosure of this information may or would harm the competitive interests of Evolution Networks in carrying out its business plan for the expansion of its interstate network and marketing of its services. This information is used by Evolution Networks in conducting its business and is treated by it as confidential, and should be classified as proprietary confidential business information pursuant to Section 366.093(3), Florida Statutes.

6. Evolution Networks has treated and intends to treat the information for which it requests confidential classification as private, and none of this information has been voluntarily disclosed publicly.

7. The original of this Request is being filed with the Division of Records and Reporting and a copy is being served on counsel of record.

WHEREFORE, Evolution Networks requests that the Commission enter an Order declaring the information described above and set forth in Attachment A to be proprietary business information that is entitled to confidential classification.

Respectfully submitted,



Kenneth A. Hoffman, Esq.


John R. Ellis, Esq.
Rutledge, Ecenia, Purnell & Hoffman, P.A.
P. O. Box 551
Tallahassee, FL 32302
(850) 681-6788

Attorneys for Evolution Networks South, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Evolution Networks South, Inc.'s Request for Confidential Classification was furnished to the following this 20th day of September, 2000:

Jessica Elliott, Esq.
Division of Legal Services
Room 370
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850



John R. Ellis

Attachment A

<u>Page(s) of Exhibit 1</u>	<u>Description</u>
4	Balance Sheets, December 31, 1999 and 1998
5	Statement of Operations for year ended December 31, 1999 and for period from inception (May 20, 1998) to December 31, 1998
6	Statements of Shareholders' Equity (Deficit) for the year ended December 31, 1999 and for period from inception (May 20, 1998) to December 31, 1998
7	Statements of Cash Flows for the year ended December 31, 1999 and for the period from inception (May 20, 1998) to December 31, 1998
8-13	Notes to Financial Statements, December 31, 1999 and 1998
14	Statements of Cash Flows for the period ended May 31, 2000
15	Profit and Loss Statement for the five months ended May 31, 2000
16	Capitalization Chart - May 31, 2000

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

DIVISION OF TELECOMMUNICATIONS
BUREAU OF CERTIFICATION AND SERVICE EVALUATION

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

001289-TX

Instructions

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

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

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

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

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

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

Original certificate (new company).

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

Approval 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:

Evolution Networks South, Inc.

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

Evolution Networks South, Inc.

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

20 Perimeter Center East

Atlanta, GA 30346

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

c/o CT Corporation System

1200 South Pine Island Road

Plantation, FL 33324

6. Select type of business your company will be conducting \checkmark (check all that apply):

- (x) **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 resold service by enrolling unaffiliated customers.
- () **Prepaid Debit Card Provider** - any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

7. Structure of organization;

- | | |
|---|--|
| <input type="checkbox"/> () Individual | <input type="checkbox"/> () Corporation |
| <input checked="" type="checkbox"/> (x) Foreign Corporation | <input type="checkbox"/> () Foreign Partnership |
| <input type="checkbox"/> () General Partnership | <input type="checkbox"/> () Limited Partnership |
| <input type="checkbox"/> () Other _____ | |

8. If individual, provide: N/A

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

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

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

_____ N/A _____

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

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

_____ F00000003355 _____

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

(a) **The Florida Secretary of State fictitious name registration number:** _____ N/A _____

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

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

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

Name: _____ N/A _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

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

(a) The Florida registration number: N/A

15. Provide F.E.I. Number (if applicable): 58-2548660

16. Provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services?
 Yes No

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

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

(c) How is this information provided?

17. Who will receive the bills for your service?

- Residential Customers
- PATs providers
- Hotels & motels

- Business Customers
- PATs station end-users
- Hotel & motel guests

() Universities

() Universities dormitory residents

(x) Other: (specify) Other telecommunications carriers that

Evolution Networks South will provide services to as a carrier's carrier.

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

(a) The application:

Name: Kenneth A. Hoffman, Esq.

Title: Attorney

Address: P. O. Box 551

City/State/Zip: Tallahassee, FL 32302

Telephone No.: 850-681-6788 Fax No.: 850-681-6515

Internet E-Mail Address: Ken@REUPHLAW.COM

Internet Website Address: _____

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

Name: Carl Povelites

Title: Vice President-Regulatory Affairs

Address: 20 Perimeter Center East

City/State/Zip: Atlanta, GA 30346

Telephone No.: 770-353-3570 Fax No.: 770-353-3600

Internet E-Mail Address: cpovelites@evnetworks.com

Internet Website Address: www.evnetworks.com

(c) Complaints/Inquiries from customers:

Name: Carl Povelites

Title: Vice President-Regulatory Affairs

Address: 20 Perimeter Center East

City/State/Zip: Atlanta, GA 30346

Telephone No.: 770-353-3570 Fax No.: 770-353-3600

Internet E-Mail Address: cpovelites@evnetworks.com

Internet Website Address: www.evnetworks.com

19. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

None.

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

Louisiana, Mississippi, North Carolina, Tennessee, South Carolina,
Kentucky

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

None.

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

None.

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

None.

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

None.

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

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

No.

- (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.

Mr. Eric Ensor, President and Chief Executive Officer of Evolution Networks South, holds a nominal interest in BellSouth and NetRail Communications through his prior employment with those companies.

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

a. _____ **MTS with distance sensitive per minute rates**

- Method of access is FGA
- Method of access is FGB
- Method of access is FGD
- Method of access is 800

b. _____ **MTS with route specific rates per minute**

- Method of access is FGA
- Method of access is FGB
- Method of access is FGD
- Method of access is 800

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

- Method of access is FGA
- Method of access is FGB
- Method of access is FGD
- Method of access is 800

d. _____ **MTS for pay telephone service providers**

e. _____ **Block-of-time calling plan (Reach Out Florida, Ring America, etc.).**

f. _____ **800 service (toll free)**

g. _____ **WATS type service (bulk or volume discount)**

- Method of access is via dedicated facilities
- Method of access is via switched facilities

h. **Private line services (Channel Services)**
(For ex. 1.544 mbs., DS-3, etc.)

i. _____ **Travel service**

- Method of access is 950
- Method of access is 800

j. _____ **900 service**

k. _____ **Operator services**

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

I. **Services included are:**

- _____ Station assistance
- _____ Person-to-person assistance
- _____ Directory assistance
- _____ Operator verify and interrupt
- _____ Conference calling

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

Please see attached tariff.

23. Submit the following:

A. **Financial capability.**

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

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

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

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

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

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

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

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

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

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

Please see information attached as Exhibit 1.

**** APPLICANT ACKNOWLEDGMENT STATEMENT ****

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

<u>Carl Povelites</u>	August 29, 2000
Signature	Date
<u>Vice President - Regulatory Affairs</u>	<u>(770) 353-3570</u>
Title	Telephone No.
Address: <u>20 Perimeter Center East</u>	<u>770-353-3600</u>
<u>Atlanta, GA 30346</u>	Fax No.

ATTACHMENTS:

- A - CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT
- B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C - CURRENT FLORIDA INTRASTATE NETWORK
- D - AFFIDAVIT

CERTIFICATE TRANSFER, OR ASSIGNMENT STATEMENT

I, (Name) _____,

(Title) _____ of

(Name of Company)

and current holder of Florida Public Service Commission Certificate Number

_____, have reviewed this application and join in the petitioner's request for a:

() transfer

() assignment

of the above-mentioned certificate.

UTILITY OFFICIAL:

Signature

Date

Title

Telephone No.

Address:

Fax No.

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 provided in one of the following ways (applicant, please \checkmark check one):

- () The applicant will not collect deposits nor will it collect payments for service more than one month in advance.

- () The applicant intends to collect deposits and/or advance payments for more than one month's service and will file and maintain a surety bond with the Commission in an amount equal to the current balance of deposits and advance payments in excess of one month.
(The bond must accompany the application.)

UTILITY OFFICIAL:

Carl Povelitas

Signature

August 29, 2000

Date

Vice President, Regulatory Affairs

Title

(770)353-3570

Telephone No.

Address: 20 Perimeter Center East

770-353-3600

Fax No.

Atlanta, GA 30346

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?

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

UTILITY OFFICIAL:

<u>Carl Povallitas</u>	<u>August 29, 2000</u>
Signature	Date
<u>Vice President - Regulatory Affairs</u>	<u>(770) 353-3570</u>
Title	Telephone No.
<u>20 Perimeter Center East</u>	<u>770-353-3600</u>
Address:	Fax No.
<u>Atlanta, GA 30346</u>	

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:


<u></u>	<u>August 29, 2000</u>
Signature	Date
<u>Vice President & CFO</u>	<u>770-353-3570</u>
Title	Telephone No.
Address: <u>20 Perimeter Center East</u>	<u>770-353-3600</u>
<u>Atlanta, GA 30346</u>	Fax No.

Exhibit 1

The following information is submitted in response to Section 23 of the application, concerning the applicant's financial capability, managerial capability, and technical capability.

Evolution Networks South, Inc. is a Delaware corporation that was incorporated in May, 2000. Consequently, financial statements for the past three years are not available. Evolution Networks South, Inc. is an affiliate of Evolution Networks, Inc., a Delaware corporation which was incorporated in May, 1998. Accordingly, copies of the audited financial statements for Evolution Networks, Inc. for 1998 and 1999, and unaudited Balance Sheet as of June 30, 2000 and Statement of Cash Flows, Profit and Loss Statement, and Capitalization Chart as of May 31, 2000 for Evolution Networks, Inc. are provided in the attached pages 2-16 of this Exhibit 1, and are filed with a Request for Confidential Classification pursuant to Rule 25-22.006, Florida Administrative Code.

Applicant possesses the requisite financial capability to provide interexchange private line service in the State of Florida for which it seeks authority. In addition to its initial capitalization, Applicant expects to rely upon the generated revenues arising from its operations, as well as commercial borrowing. These revenue streams will also provide sufficient financial capability to maintain the facilities as required by Applicant to provide the services proposed herein, including ongoing lease or other expense associated with those facilities.

Applicant's managerial and technical capability is demonstrated in the attached resumes of its officers and employees Eric F. Ensor, Bruce D. Fraser, Carl Povelites, Dan Boyce, Dennis J. Clark, David E. Palmer, Jose Marques, Michael C. Geiselhart, Scott Wierson, Larry L. Hand, and David P. Williams, attached as pages 17-27 of this Exhibit 1.

REPORT OF INDEPENDENT PUBLIC ACCOUNTANTS

To Evolution Networks, Inc.:

We have audited the accompanying balance sheets of EVOLUTION NETWORKS, INC. (a Delaware corporation) as of December 31, 1999 and 1998 and the related statements of operations, shareholders' equity (deficit), and cash flows for the year ended December 31, 1999 and for the period from inception (May 20, 1998) to December 31, 1998. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Evolution Networks, Inc. as of December 31, 1999 and 1998 and the results of its operations and its cash flows for the year ended December 31, 1999 and the period from inception (May 20, 1998) to December 31, 1998 in conformity with accounting principles generally accepted in the United States.

Arthur Andersen LLP

Atlanta, Georgia
March 16, 2000



Evolution Networks, Inc.

Financial Statements
as of December 31, 1999 and 1998
Together With Auditors' Report

EVOLUTION NETWORKS, INC.

BALANCE SHEETS

DECEMBER 31, 1999 AND 1998

Florida Public Service Commission
Application of Evolution Networks South, Inc.
For Authority To Provide
Interexchange Telecommunications Service
Within the State of Florida

PUBLIC DISCLOSURE DOCUMENT

EVOLUTION NETWORKS, INC.

STATEMENTS OF OPERATIONS

FOR THE YEAR ENDED DECEMBER 31, 1999 AND
FOR THE PERIOD FROM INCEPTION (MAY 20, 1998) TO DECEMBER 31, 1998

Florida Public Service Commission
Application of Evolution Networks South, Inc.
For Authority To Provide
Interexchange Telecommunications Service
Within the State of Florida

PUBLIC DISCLOSURE DOCUMENT

EVOLUTION NETWORKS, INC.

STATEMENTS OF SHAREHOLDERS' EQUITY (DEFICIT)

FOR THE YEAR ENDED DECEMBER 31, 1999 AND

FOR THE PERIOD FROM INCEPTION (MAY 20, 1998) TO DECEMBER 31, 1998

Florida Public Service Commission
Application of Evolution Networks South, Inc.
For Authority to Provide
Interexchange Telecommunications Service
Within the State of Florida

PUBLIC DISCLOSURE DOCUMENT

EVOLUTION NETWORKS, INC.

STATEMENTS OF CASH FLOWS

FOR THE YEAR ENDED DECEMBER 31, 1999 AND
FOR THE PERIOD FROM INCEPTION (MAY 20, 1998) TO DECEMBER 31, 1998

Florida Public Service Commission
Application of Evolution Networks South, Inc.
For Authority To Provide
Interexchange Telecommunications Service
Within the State of Florida

PUBLIC DISCLOSURE DOCUMENT

EVOLUTION NETWORKS, INC.

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 1999 AND 1998

Florida Public Service Commission
Application of Evolution Networks South, Inc.
For Authority To Provide
Interexchange Telecommunications Service
Within the State of Florida

PUBLIC DISCLOSURE DOCUMENT

Florida Public Service Commission
Application of Evolution Networks South, Inc.
For Authority To Provide
Interexchange Telecommunications Service
Within the State of Florida

PUBLIC DISCLOSURE DOCUMENT

Florida Public Service Commission
Application of Evolution Networks South, Inc.
For Authority To Provide
Interexchange Telecommunications Service
Within the State of Florida

PUBLIC DISCLOSURE DOCUMENT

Florida Public Service Commission
Application of Evolution Networks South, Inc.
For Authority To Provide
Interexchange Telecommunications Service
Within the State of Florida

PUBLIC DISCLOSURE DOCUMENT

Florida Public Service Commission
Application of Evolution Networks South, Inc.
For Authority To Provide
Interexchange Telecommunications Service
Within the State of Florida

PUBLIC DISCLOSURE DOCUMENT

Evolution Networks, Inc.
Balance Sheet
As of June 30, 2000

Florida Public Service Commission
Application of Evolution Networks South, Inc.
For Authority To Provide
Interexchange Telecommunications Service
Within the State of Florida

PUBLIC DISCLOSURE DOCUMENT

EVOLUTION NETWORK, INC.
STATEMENTS OF CASH FLOWS
FOR THE PERIOD ENDED MAY 31, 2000
(Unaudited)

Florida Public Service Commission
Application of Evolution Networks South, Inc.
For Authority To Provide
Interexchange Telecommunications Service
Within the State of Florida

PUBLIC DISCLOSURE DOCUMENT

Evolution Networks, Inc.
Profit and Loss Statement
For the 5 Months Ended May 31, 2000
Unaudited

Florida Public Service Commission
Application of Evolution Networks South, Inc.
For Authority To Provide
Interexchange Telecommunications Service
Within the State of Florida

PUBLIC DISCLOSURE DOCUMENT

Evolution Networks, Inc.
Capitalization Chart - May 31, 2000

Florida Public Service Commission
Application of Evolution Networks South, Inc.
For Authority To Provide
Interexchange Telecommunications Service
Within the State of Florida

PUBLIC DISCLOSURE DOCUMENT

Eric F. Ensor
 President and Chief Executive Officer

As President and Chief Executive Officer, Mr. Ensor brings a proven ability to conceptualize, develop and implement business opportunities in the telecommunications industry. With over 20 years experience in telecom, Mr. Ensor is recognized as one of the key visionaries in the broadband communications industry.

Before joining Evolution Networks, Mr. Ensor served as President and Chief Operating Officer for Telecom Wireless Solutions (TWS), a leading developer and provider of telecommunications solutions. While at TWS, Mr. Ensor managed the operating divisions of the company.

Prior to TWS, Mr. Ensor was with BellSouth Personal Communications, Inc., where he served as President of the start-up enterprise organization from 1994-1998. Under Mr. Ensor's leadership, the BellSouth PCS 1900 system grew into one of the leading PCS operations in the United States. Mr. Ensor held responsibility for both the business plan inception and ongoing management of the business, including \$600 million of capital invested to build the system. In addition, Mr. Ensor held complete P&L accountability, including engineering, operations, sales, marketing and finance. During Mr. Ensor's tenure, BellSouth's PCS business grew to over 300,000 customers, employed nearly 1,100 people and in 1998, generated over \$100 million in revenue.

While at BellSouth, Mr. Ensor held a series of key management roles, including Assistant Vice President for Worldwide Wireless Strategy and Chief Strategist for BellSouth Enterprises, Inc. where he managed multiple implementation and support teams and was a key participant in merger and acquisitions. Prior to joining BellSouth, Mr. Ensor was Vice President and General Manager for Nynex Mobile Communications, where he directed the paging division for two years. Previously, Mr. Ensor worked for AT&T and Motorola. Mr. Ensor holds a BA and an MBA from Duke University.

Bruce D. Fraser
Chief Financial Officer

A widely experienced senior financial executive and leader, Mr. Fraser brings to Evolution Networks more than 30 years of investment banking, capital raising, merger and acquisition, and financial management expertise in the United States and the United Kingdom.

Prior to joining Evolution Networks, Mr. Fraser was with Unidata, Inc., a rapidly growing, Denver-based, private, international niche database software company with \$50+ million in annual revenues, recently sold to a public company. While with Unidata, Mr. Fraser served as Vice President of Finance and CFO, restructuring the company's finance organization, negotiating and financing a series of major domestic and cross-border acquisitions and initiating an in-house "private label" captive sales finance operation. Actively involved in day-to-day operations, Mr. Fraser significantly contributed to managing the company's substantial growth (over 100% during his tenure).

Mr. Fraser has also served as Corporate Treasurer of Baker International Corporation (now Baker Hughes, Inc.) and has held various investment banking positions in New York and London with Prudential Bache Capital Funding, Lehman Brothers Kuhn Loeb International, Ltd., and Citicorp Investment Bank. Mr. Fraser's various positions included responsibilities for both mainstream corporate finance and international markets.

Mr. Fraser holds a BSBA and an MBA from Northwestern University.



Carl Povelites

Vice President – Regulatory Affairs

As Vice President – Regulatory Affairs for Evolution Networks, Mr. Povelites directs the regulatory strategies and activities of the company which includes securing all necessary state and federal licenses and authorizations, obtaining interconnection and collocation agreements, and participating in regulatory and legislative proceedings at the state and federal level which may impact Evolution Networks' business plan.

Before joining Evolution Networks, Mr. Povelites served as Assistant Vice President – Government Relations for GTE Corporation's wireless business unit. There he was responsible for GTE Wireless' regulatory and legislative policies, strategies and initiatives – including advocacy, federal (FCC and FAA) and state licensing and authorizations, compliance with government mandates, participation in industry groups, and interconnection agreements.

During his over 13 year tenure at GTE, Mr. Povelites held a series of increasing management roles encompassing the full realm of Government activity – from policy development to implementation and compliance. Mr. Povelites played a key role in a number of wireless industry initiatives including the deregulation of the wireless industry and passing anti-fraud and E-911 cost recovery legislation and rules.

Mr. Povelites began his telecommunications career with Contel Telephone Operations, responsible for Interstate access pricing and forecasting. Mr. Povelites holds a B.B.A. in Economics and Management and an M.B.A. from New Mexico State University.

Dan Boyce
Vice President and Chief Technical Officer

As Vice President and Chief Technical Officer for Evolution Networks, Mr. Boyce directs the design, implementation and operation of the company's broadband IP based network. As a key technology strategist for the company, Mr. Boyce is also responsible for evaluating technological trends that could impact the company's business.

Before joining Evolution Networks, Mr. Boyce served as Vice President of Network Services for BellSouth International. During his tenure at BellSouth, Mr. Boyce's responsibilities included the planning, design, engineering and implementation of BellSouth's emerging international networks. Mr. Boyce also had an ongoing management role with provisioning, operations and maintenance.

Prior to BellSouth International, Mr. Boyce was the Chief Technical Officer for Optus Vision in Sydney, Australia, a joint venture of BellSouth and Cable & Wireless. In this position, he was responsible for the planning, design, engineering and construction of the Optus Vision HFC -- Network. He also worked as the Group Manager of Planning and Engineering for Optus Communications in Sydney, where his responsibilities included planning, design and engineering of the Optus long distance and local access networks.

Mr. Boyce began his career at Southern Bell, and has held a series of increasing management roles at Bell Communications Research and BellSouth. Mr. Boyce holds a BA in Quantitative Economics from the University of Georgia and a Master of Science in Telecommunications from Southern Methodist University in Texas.

Daniel J. Clark
Vice President Deployment

As Vice President of Deployment, Mr. Clark brings to Evolution Networks a proven ability to manage in a start-up business environment, add process elements and manage and develop telecommunication, information and entertainment delivery systems at the leading edge of technology. With successful endeavors in Puerto Rico, Mexico, Australia and China, Mr. Clark offers the company an impressive level of industry expertise.

Mr. Clark comes to Evolution Networks from Fluor Daniel Telecom, where he served as Regional Director responsible for the Level 3 city builds in Dallas, Houston, Phoenix, Chicago, Denver and Detroit. He directed the activities of seven City Managers in the fiber network builds, from the route selection process through turn-up. While with Fluor Daniel Telecom, Mr. Clark also held responsibility for directing 100 Outside Plant Engineers managing the feeder and distribution network to service over 960,000 customers. Major work involved the leading edge deployment of fiber optics cable and associated digital loop carrier equipment.

Prior to Fluor Daniel Telecom, Mr. Clark served as Vice President Engineering and Operations for GST Global/Bestel S.A de C.V. Guadalajara, Jalisco, Mexico. Responsible for the full scope of a national SDH, fiber optic network in Mexico, Mr. Clark directed the engineering, design, right-of-way issues, infrastructure and electronic build. The US\$180M project covered 2,359km and serves 87% of the Mexican population. Deliverables from the project included dark fiber and STM 1, 4 and 16 IRU sales.

Mr. Clark's diverse experience and knowledge also includes projects with BellSouth China in Beijing. As Director of Implementation, he consulted for BellSouth on the processes for a network infrastructure build, management techniques, long haul microwave upgrades and the implementation of an Intelligent Building System in Shanghai.

Mr. Clark also served as Operations Manager for Optus Communications in Australia, where he was responsible for the timely and economical provisioning of direct fiber connections to the business community in Australia. While with Optus, he also directed a project management team tasked with the start up of a second carrier in Australia.

Mr. Clark began his career at Southern Bell. Holding various positions of increasing responsibility, he served as Due Diligence Manager for BellSouth in Puerto Rico, where he participated in an evaluation of the Puerto Rican Telephone Company – focused on fiber deployment, outside plant engineering, construction and service delivery operations.

David E. Palmer
Vice President Sales

Focused on meeting the needs of various carrier and service provider customers, Mr. Palmer comes to Evolution Networks with over 30 years of global telecommunications marketing, technical and collaborative innovation. A "product of the industry," Mr. Palmer offers an impressive level of telecom business perspective and competitive marketplace understanding. Recognized as a practical telecom business planner, analyst and strategist, Mr. Palmer demonstrates a strong history of developing strategically focused teams that produce superior P&L performance.

Before joining Evolution Networks, Mr. Palmer served as Director of Strategic Accounts for GTE Communications Corporation. While at GTE, Mr. Palmer led significant and measurable change in attitude and action toward customer orientation, including the establishment of a strategic sales organization. Integral in collaborative efforts with companies such as ATT and EDS, Mr. Palmer's team closed and delivered \$500 million in new annual revenue from Fortune 100 companies.

Prior to his position at GTE, Mr. Palmer was Principal of WGM Telecommunications, a consulting firm specializing in developing telecommunications platforms as profit centers. Focused on the efficient integration of communication services into client organizations such as Avantel, GTE, KMC, and MCI Metro, Mr. Palmer successfully analyzed the needs of client companies and provided profitable business solutions to their communications services needs.

Mr. Palmer's sensitivity to the needs of various customer segments is derived from his extensive experiences at MCI Telecommunications Corporation. While at MCI, he held a variety of increasing responsibilities, including serving as Vice President Carrier/Special Accounts for the Southeast Division. While in that role, Mr. Palmer led the development and growth of carrier organizations, generating \$170 million in annual revenues. Mr. Palmer also served as Vice President of National Accounts, Southwest Division, where he was responsible for the direction and organization of start-up activities.

Mr. Palmer holds a BS in Mathematics from Clark Atlanta University.

Jose Marques
Vice President Business Development

A proven business development executive in the telecommunications arena, Jose Marques brings notable and relevant telecom experience to Evolution Networks.

Prior to joining Evolution Networks, Mr. Marques served as VP Business Development at eGlobe Network Services in Reston, VA, a leading supplier of enhanced communications services, including Internet voice and fax, post paid and prepaid calling card services, and other international Intranet and Inter-networking services. While with eGlobe, Mr. Marques held responsibility for all sales activities within North America and Europe for Network Services, as well as for switched cost control and traffic routing functions for the entire division. During his first six months with eGlobe, Mr. Marques led activities that doubled the number of directly connected customers and tripled the amount of traffic on the network.

Before joining eGlobe, Mr. Marques was VP Business Development for World Port Communications. While at WorldPort, he managed company direct costs, including transmission capacity, switched services reciprocal and bi-lateral contract negotiations. Mr. Marques also led the product development division of WorldPort, which under his leadership, introduced several new products and services to the marketplace.

Mr. Marques also managed long distance related activities for BellSouth International, serving as Director of Strategic Initiatives. During his time with BSI, he managed key functions (service capabilities, network design and local interconnect) in several BSI wireless and wireline property acquisitions and sale negotiations. Among his experiences at BSI, Mr. Marques contributed to strategic direction activities, including the initial concept development for: BellSouth Long Distance, acquisition of cellular properties in Peru and Ecuador, the development of tender responses for wireless service in Brazil, long distance service in Israel, and the creation of two new subsidiaries - Wireless International Services and BSI Access.

Mr. Marques has also held various functions with Sprint Corporation, ITT USTS, and Western Union Long Distance Services. While at Sprint, he was recognized as the Northeast subject matter expert on local access issues, including alternative carrier access, integrated service provisioning and load sharing, disaster recovery/redundant access planning.

Mr. Marques holds a BS in Computer Science from the New Jersey Institute of Technology.

Michael C. Geiselhart
Vice President Corporate Development

As Vice President of Corporate Development, Mr. Geiselhart leads Evolution Networks' efforts to further its corporate strategy via mergers, acquisitions, joint ventures and other industry alliances.

Offering over 17 years experience in corporate development, financial and regulatory analysis, Mr. Geiselhart comes to Evolution Networks from MediaOne Group, Inc. in Denver, where he served as Executive Director - Corporate Development. During his tenure, he handled numerous acquisitions, divestitures and trades of cable systems and cable programming investments. He had complete responsibility for all phases of these transactions (i.e., valuation, diligence, agreements), which ranged from \$20 million to over \$2 billion in size, and included the largest tax-deferred exchange in the cable industry. He established significant portions of MediaOne's corporate development "infrastructure" (i.e., deal processes, valuation models, diligence procedures, etc.); and negotiated/administered broad management agreements covering more than 10% of MediaOne's cable systems.

At Continental Cablevision (prior to its acquisition by Media One), Mr. Geiselhart founded departments within Corporate Finance responsible for regulatory analysis, FP&A and special projects. He authored and filed 150 cost-of-service cases, which impacted the cable industry's rules and preserved over \$100 million in annual cash flow. He was also instrumental in negotiating the cable industry's first "Social Contract" with the FCC.

Prior to Continental Cablevision, Mr. Geiselhart came from New England Electric System where he prepared rate cases of \$50 - \$500 million and served as an expert witness. He won over \$200 million in annual rate increases and led NEES' nationally precedent setting cases on FAS106 costs, which saved the company \$400 million.

Mr. Geiselhart began his career as a CPA with Coopers & Lybrand and was also a manager in a merger & acquisition advisory firm. He holds a BBA in accounting (magna cum laude) from Siena College in New York and an MBA in finance (with honors) from the University of North Carolina at Chapel Hill.

Scott Wierson
Vice President Planning and Engineering

Mr. Wierson brings to the Evolution Networks team a proven ability to integrate multifaceted communications systems. As Vice President Planning and Engineering, Mr. Wierson offers more than 20 years experience in the development of wired and wireless systems in both the domestic and international market place.

Mr. Wierson comes to Evolution Networks from Metromedia International Telecommunications, where he served as Senior Director Engineering and Vendor Management. While with Metromedia Mr. Wierson provided technical, project management and operational expertise to over 40 joint venture initiatives located throughout China, Eastern Europe, Russia, Baltic's, and other CIS countries. These ventures provided a variety of services including fixed telephone, mobile telephone, data, paging and CATV services. Successfully directing the implementation of CDMA, TDMA, GSM, D-AMPS and HFC systems, Mr. Wierson was integral to network planning, test/trials, certification, homologation, and initial operations of multiple systems.

Before joining Metromedia, Mr. Wierson provided both management and technical expertise, on telecommunications systems to ARGOSystems, a subsidiary of Boeing, International Telcell Inc., and Motorola. With ARGOSystems Corporation he managed the development of a fiber optic TCP/IP based communications and operational control system.

Mr. Wierson has also held positions of increasing responsibility with Andrew Government System Division, TCI Information Systems Division and ITT Telecom. His extensive experience includes over 6 years in the Latin America market where he was responsible for the marketing, contract negotiation and development of various communication systems and services.

Mr. Wierson holds a BSEE from the University of Texas and has successfully completed a series of graduate management courses at the University of Dallas.

Larry L. Hand, SR/WA *

Director of Right-of-Way and Facility Acquisition

*Senior Member, International Right-of-Way Association

With thirty-six years of communications engineering, construction, project management, right-of-way, and real estate experience in wireless and wireline networks, Mr. Hand brings proven skill and expertise to the Evolution Networks engineering team. Mr. Hand's extensive negotiations experience with Federal, state and local agencies, railroad, common carrier, CATV and other companies offers the company an unparalleled industry resource.

Knowledgeable of legislative and competitive issues relating to the wireless, wireline, broadband, MMDS, LMDS, DBS and CATV communications industries, Mr. Hand has successfully handled many regulatory matters, utility agreements, engineering and construction contracts and other issues that directly impacted communications industry operations, revenues and costs.

While with BellSouth International, Mr. Hand conducted a six-month (10 weeks in-country) - investigation of land-use and infrastructure sharing issues for the preparation of a bid to purchase existing telephone companies and new licenses in Brazil. He also contributed to various projects in Argentina, Chile, Peru, Ecuador, Columbia, Venezuela, and Guatemala. Earlier in his tenure with BellSouth International, Mr. Hand managed a work group in Brazil (12 weeks) to investigate real estate acquisition and network construction issues for input into the business case for BellSouth's bid for cellular licensing.

He also developed strategies and negotiated pole attachment agreements with Australian power companies for construction of an aerial hybrid fiber/COAX CATV and telephone network, as well as developed and managed land use and environmental processes related to the OPTUS (Australia) 8500 KM intra-city and inter-city fiber network rollout.

Mr. Hand also spent several years with BellSouth Telecommunications where he developed/expanded numerous BellSouth methods and procedures related to the use of land, joint use of poles and conduits, and use of engineering and right-of-way contractors. While with BST, he also coordinated a legislative review process for Network Distribution for both Federal and four states' issues and worked extensively with Bell System Divestiture issues related to Network Distribution Department.

Mr. Hand is a Senior Member of the International Right-of-Way Association, as well as a licensed real estate agent in the state of Georgia. Mr. Hand holds a BS in Mechanical Engineering Technology from Southern Polytechnic State University in Georgia.

David P. Williams
Director of Marketing

With experience in conceptualizing, developing and marketing products to various telecommunications industry segments, Mr. Williams holds responsibility for the Evolution Networks marketing organization.

Mr. Williams comes to Evolution Networks from ICG Communications, where he managed an alternate sales channel for the eastern region as Director of Distributor Sales. Mr. Williams also held responsibility for direct program management including agent compensation, training, Extranet, and monthly program seminars, as well as accountability for a monthly sales quota.

During his tenure with ICG Communications, Mr. Williams also served as Director of Product Marketing, managing local, long distance and special access products that generated over \$14 million in monthly revenue. While serving in that position, he managed a staff of marketing professionals, analyzed and prioritized new products and enhancements and implemented an Internet sales channel for marketing of switched and VoIP long distance services. Mr. Williams' team also implemented a VoIP network, connecting 236 points of presence and a switched long distance network connecting ICG's Lucent 5ESS switches. He also developed a switched long distance product set, which within 12 months of rollout, generated over \$425,000 in monthly revenue.

Prior to joining ICG Communications, Mr. Williams held a variety of positions at MCI WorldCom, including Local Product Manager, Product Retention Manager and Product Development Manager. While with MCI WorldCom, Mr. Williams developed, implemented and managed acquisition and retention strategies for small and medium sized business, coordinated customer communication initiatives and provided significant field support for critical products and services.

Mr. Williams began his telecommunications career at Sprint Corporation, where he conducted product performance analyses, competitive analyses and assessed future business opportunities. While with Sprint he also designed, established and monitored pricing strategies for more than 100 new and existing advertising products.

Mr. Williams holds a BA in economics from the University of Missouri and an MA in Marketing from Webster University in Kansas City Missouri.

EVOLUTION NETWORKS SOUTH, INC.
20 Perimeter Center East
Atlanta, Georgia 30346

REGULATIONS AND SCHEDULE OF CHARGES
APPLICABLE TO INTRASTATE INTEREXCHANGE NON-SWITCHED SERVICES

FILED WITH THE
FLORIDA PUBLIC SERVICE COMMISSION

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Evolution Networks South, Inc., with principal offices at 20 Perimeter Center East, Atlanta, GA 30346. This tariff applies for services furnished within 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 the Company's principal place of business.

ISSUED: August 30, 2000

EFFECTIVE:

ISSUED BY: Carl Povelites, Vice President of Regulatory Affairs
Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
(770) 353-3500

Check Sheet

The Title Sheet and sheets listed below are inclusive and effective as of the date shown. Original and revised sheets as named below contain all changes from the original price list that are in effect on the date shown on each page.

Sheet #	Revision	Sheet #	Revision	Sheet #	Revision
Title Sheet	Original	21	Original	42	Original
1	Original	22	Original	43	Original
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6	Original	27	Original	48	Original
7	Original	28	Original	49	Original
8	Original	29	Original	50	Original
9	Original	30	Original	51	Original
10	Original	31	Original	52	Original
11	Original	32	Original	53	Original
12	Original	33	Original	54	Original
13	Original	34	Original	55	Original
14	Original	35	Original	56	Original
15	Original	36	Original	57	Original
16	Original	37	Original	58	Original
17	Original	38	Original	59	Original
18	Original	39	Original	60	Original
19	Original	40	Original	61	Original
20	Original	41	Original	62	Original
21	Original	42		63	Original

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Evolution Networks South, Inc.
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Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
(770) 353-3500

TARIFF FORMAT

A. Sheet Numbering – Sheet numbers appear in the upper right-hand corner of the sheet. 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.

B. Sheet Revision Numbers – Revision numbers appear in the upper right-hand corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised sheet 14 cancels the 3rd revised sheet 14.

C. Paragraph Numbering Sequence – There are nine levels of paragraph coding. Each level of coding is subservient to its next highest level:

2
2.1
2.1.1
2.1.1.A
2.1.1.A.1
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2.1.1.A.1.(a).1
2.1.1.A.1.(a).1.(i)
2.1.1.A.1.(a).1.(i).1

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

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Explanation of Symbols

Changes to this price list shall be identified on the revised sheet(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

D -- Delete or Discontinuance

I -- Change Resulting In An Increase to A Customer's Bill

M -- Moved from Another Tariff Location

N -- New

R -- Change Resulting In A Reduction To A Customer's Bill

T -- Change in Text Or Regulation But No Change In Rate Or Change

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(770) 353-3500

APPLICATION OF TARIFF

This Tariff includes the rates, terms and conditions of service applicable to the furnishing of the within described intrastate interexchange services by Evolution Networks South, Inc., within the State of Florida. This Tariff applies only to Services subject to regulation by the Florida Public Service Commission. This Tariff does not apply to the within described Services which are not provided by Evolution Networks South, Inc.:

- a) to other communication carriers pursuant to any contractual arrangements;
- b) pursuant to other Evolution Networks South, Inc. tariffs unless specifically stated therein;
- c) to affiliates of the Company; and
- d) on an interstate or international basis.

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SECTION 1 – TERMS AND ABBREVIATIONS

Alternative Access – A form of Local Access except that the provider of the Service is usually an entity, other than the Incumbent Local Exchange Carrier, authorized or permitted to provide such service.

Acceptance/Accepted – The concurrence by Customer and Company that, following Installation, a Service is fully operational and ready for Customer use. In any event, once Customer commences using the Service, Acceptance shall be deemed to have occurred.

Access Service Request (ASR) – An order placed with a Local Access Provider for Local Access.

Analog – A mode of transmission in which information is transmitted by converting it to a continuously variable electrical signal.

Authorized User – A person, firm, corporation or other entity (including Customer) that 1) is authorized by the Customer to be connected to and utilize the Company's services under the terms and regulations of this tariff, or 2) either is authorized by the Customer to act as Customer in matters of ordering, changing or canceling Service or is placed in a position by the Customer, either through acts or omissions, to act as Customer in such matters. Such actions by an Authorized User shall be binding on Customer and shall subject Customer to any associated charges.

Available/Availability – Condition in which Company has on its network Circuits between specific POPs (as may be requested by Customer) and such Circuits are not already committed to other parties or other Customers and are accessible for Service to Customer, as determined by the Company, in its sole discretion.

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SECTION 1 – TERMS AND ABBREVIATIONS (CONTINUED)

Base Rate – The nondiscounted monthly recurring charge for Evolution Networks Private Line Service.

Bill Date/Billing Date – The date on which billing information is compiled and sent to the Customer.

Channel(s) or Circuit(s) – A dedicated communications path between two or more points.

Commission – The [State PUC].

Company or Carrier – Evolution Networks South, Inc. unless otherwise clearly indicated by the context.

Cross-Connect – Electrical connection within a POP of two Circuits in order to complete connectivity between such Circuits.

Customer – The person, firm, corporation, governmental unit or other entity (including the successors and assigns of such entities and their Authorized Users) which arranges for the Company to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Company's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff.

Customer Premise/Customer's Premise – Locations designated by a Customer or Authorized User (regardless as to whether the designated premises are controlled or operated by such Customer) where Service is originated/terminated for Customer's own needs or for the use of third parties.

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(770) 353-3500

SECTION 1 – TERMS AND ABBREVIATIONS (CONTINUED)

Dedicated Service – Point to point interexchange Channel(s) or Circuit(s) provided to a Customer between POPs by the Company and available for use twenty-four hours a day, seven days a week.

Digital – A mode of transmission in which information is coded in binary form for transmission on a network.

Diversity – Customer designated routing agreed to by an authorized representative of Company which indicates a Customer designated departure from a Company Primary Route. The provision of Diversity with respect to Circuits may entail Circuits routed on physically separate facilities on a geographic or systems basis (to the extent possible, i.e., not 100% route Diversity on a POP-to-POP or Customer Premise-to-Customer Premise basis is not guaranteed) between the same city pair where facilities required to provide the relevant Circuits are determined by Company to be Available. Diversity arrangements shall be ICB.

DS-0 – Digital Signal Level 0 Service, a 64 Kbps signal.

DS-1 - Digital Signal Level 1 Service, a 1.544 Mbps signal.

DS-3 - Digital Signal Level 3 Service, a 44.736 Mbps signal.

DS-0 with Analog Access – Service with Analog Local Access facilities provides for the transmission of analog voice and/or data within the 300 hertz to 3000 hertz frequency range.

DS-0 with Digital Access - Service with Digital Local Access facilities provides for the transmission of Digital data at speeds of 2.4, 4.8, 9.6, 19.2, 56, or 64 Kbps.

Due Date – The date on which payment is due as indicated on Company's invoice to Customer.

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Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
(770) 353-3500

SECTION 1 – TERMS AND ABBREVIATIONS (CONTINUED)

Evolution Networks – Used throughout this tariff to refer to Evolution Networks South Inc.

Evolution Networks' Network – The fiber optic and microwave digital telecommunications transmission system operated by Evolution Networks and which is capable of providing Service between Evolution Networks designated POPs.

Expedited Service Order – A Service Order that is processed at the request of the Customer in a time period shorter than the Company standard interval.

FCC – Federal Communications Commission.

Individual Case Basis (ICB) – Determinations involving situations where nonstandard arrangements are required to satisfy specialized needs. The nature of such Service requirements makes it difficult or impossible to establish general Tariff provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they shall be offered pursuant to such terms and conditions when set forth in writing and subscribed to by authorized representatives of Customer and Company.

Installation – Establishment of Service.

Interexchange Service – Service provided to a Customer over a Channel or Circuit between a Company designated POP in one exchange and a Company POP in another exchange.

Interruption – A condition whereby the Service or a portion of thereof is inoperative (as defined in Section 3.1.3.B), beginning at the time of notice by the Customer to Company that such Service is inoperative and ending at the time of restoration (see Section 2.14.3).

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SECTION 1 – TERMS AND ABBREVIATIONS (CONTINUED)

Kbps – Kilobits per second.

LATA (Local Access Transport Area) – A geographical area established for the provision and administration of communications Service, as provided for in the Modification of Final Judgment (MFJ), the consent decree between GTE Corporation and the Department of Justice, and any further modifications thereto.

Local Access – The portion of the Service between a Customer Premise and a Company designated POP.

Local Access Provider – An entity providing Local Access.

Local Exchange Carrier (LEC) – The local telephone utility that provides exchange telephone services.

Mainland United States – the forty-eight (48) states within the continental United States of America and the District of Columbia.

Mbps – Megabits per second.

N/A – Not Applicable.

N/C – No charge.

Nonrecurring Charge – One-time charge relevant to Service.

OC-3 – Optical Circuit Level 3 Service, a 155.520 Mbps signal.

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SECTION 1 – TERMS AND ABBREVIATIONS (CONTINUED)

OC-12 – Optical Circuit Level 12 Service, a 622.080 Mbps signal.

On-Net – A Circuit traversing the Evolution Networks' network both end points of which originate or terminate at an Evolution Networks designated POP.

Off-Net – A circuit that is not On-Net.

Payment Method – The manner in which Customer is authorized by the Company to pay charges for Service.

Point-to-Point – Service provided between two POPs/Customer Premises.

POP (Point of Presence) – A Company designated location where a facility is maintained for the purpose of providing access to the Company's Service where Available.

Primary Route – The route, which in the absence of a Diversity arrangement, would be solely determined and used by Company in the provision of Service.

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

Restore/Restored – To make Service operative following an Interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the Company or carrier(s) involved.

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EFFECTIVE:

ISSUED BY: Carl Povelites, Vice President of Regulatory Affairs
Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
(770) 353-3500

SECTION 1 – TERMS AND ABBREVIATIONS (CONTINUED)

Service – Evolution Networks Private Line Service, including any requested or required Ancillary or supplementary services, as described in this Tariff as modified from time to time.

Service Commencement Period – The period selected by the Customer, agreed to by the Company and stated on the relevant Service Order, during which the Company will provide and Customer will accept and pay for the Service described therein.

Service Order – Standard Company order form(s), in effect from time to time, or Customer's forms accepted in writing by an authorized representative of Company for Service which in total includes pertinent billing, technical and other descriptive information which shall enable Company to provide Service.

Special Promotional offerings – Authorized trail offerings, discounts, or modifications of Company's regular Service offerings, which may, from time to time, be offered by Company to Customer for a particular Service. Such offerings may be limited to certain dates, times, and locations.

Start of Service - The Requested Service Date or the date or time Service first becomes available for Customer use, whichever is later.

Tariff - The Company's Florida Tariff No. 1.

Term – Service Commitment Period.

United States – For purposes of this tariff the term "United States" includes the Mainland United States of America, Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands, Guam, and the commonwealth of the Northern Mariana Islands (CNMI).

V & H Coordinates - Geographic points which define the originating and terminating points of a private line may be determined. Private line mileage may be used for the purpose of rating calls.

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ISSUED BY: Carl Povelites, Vice President of Regulatory Affairs
Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
(770) 353-3500

SECTION 2 – RULES AND REGULATIONS**2.1 Undertaking of the Company**

The Company undertakes to furnish intrastate Interexchange Service pursuant to the terms of this Tariff for the transmission of data, voice and/or video communications where available within the State of [State].

2.2 Limitations of Service

2.2.1 The Company undertakes to furnish intrastate Interexchange Service pursuant to the terms of this Tariff for the transmission of data, voice and/or video communications. The company reserves the right to deny Service: (i) to any customer that, in Company's reasonable opinion, presents an undue risk of nonpayment and refuses to comply with the deposit requirements set forth in Section 2.11, (ii) in circumstances in which Company has reason to believe that the use of the Service would violate the provisions of this Tariff or any applicable law or if any applicable law restricts or prohibits provision of the Service, or (iii) if, in Company's sole opinion, insufficient facilities or equipment are Available to provide the Service.

2.2.2 The provision of Service shall not create a partnership or joint venture between the Company and Customer nor result in joint service offerings to their respective customers.

ISSUED: August 30, 2000**EFFECTIVE:**

ISSUED BY: Carl Povelites, Vice President of Regulatory Affairs
Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
(770) 353-3500

SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.3 Use of Service**

- 2.3.1 The Service offered herein may be used for any lawful purpose, including residential, business, government, or other use, including joint use or resale by Customer. Notwithstanding the joint use, sharing, or resale of Service by Customer and regardless of the Company's knowledge of same, Customer remains liable for all obligations under this Tariff. The company shall have no liability to any person or entity other than the customer and only as set forth in Section 2.7. The Customer shall not use nor permit others to use the Service in a manner that could interfere with Service provided to others or that could harm the facilities of the Company or others.
- 2.3.2 Neither the Service furnished by the Company nor transmissions or communications carried over such Service shall be used for any unlawful or fraudulent purposes. Nor shall service be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a communications common carrier, a resale common carrier or an enhanced service provider who has subscribed to the service. However, this provision does not preclude an agreement between the Customer and Authorized User in a joint use arrangement to share the cost of the Service as long as this arrangement generates no profit for anyone participating in a joint use arrangement.
- 2.3.3 Company's Services are not adapted to the use of recording devices, and Customers who use such devices to record transmissions, or for other purposes, do so at their own risk. Neither Customer nor any other entity may record a conversation except as permitted by applicable law.

ISSUED: August 30, 2000**EFFECTIVE:**

ISSUED BY: Carl Povelites, Vice President of Regulatory Affairs
Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
(770) 353-3500

SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.4 Resale of Company Services**

2.4.1 In addition to the other provisions in this Tariff, a Customer reselling Service shall be responsible for all interaction and interface with its own subscribers or customers. The reselling of Service with enhancements provided by Customer shall not create a partnership or joint venture between Company and Customer nor result in a joint service offering to any third parties by either Company or the Customer. Any resellers or rebillers of the Company's Service must be certificated by the Florida Public Service Commission.

2.5 Assignment and Transfer

2.5.1 All facilities provided under this Tariff are directly or indirectly controlled by Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service. Such transfer or assignment, when permitted, shall only apply where there is no interruption of the use or location of the Service or facilities.

2.5.2 The obligations set forth in this Tariff shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, provided, however, that the Customer shall not assign or transfer its rights or obligations without the prior written consent of the Company.

ISSUED: August 30, 2000**EFFECTIVE:**

ISSUED BY: Carl Povelites, Vice President of Regulatory Affairs
Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
(770) 353-3500

SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.6 Interconnection with other Carriers**

2.6.1 Service furnished by Evolution Networks may be connected with the service or facilities of other Carriers, including local exchange services and/or facilities of a local exchange carrier. Such service or facilities are provided under the terms, rates and conditions of the other carrier and, at Customer's request, pursuant to section 4.5.3.

2.7 Liability of the Company

2.7.1 Except as otherwise specifically provided for in this Tariff, the Company and/or its affiliates shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, sabotage, cable cut, storm, or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any civil or military authority, national emergencies, insurrections, riots, wars, condemnation, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing Services to restore Service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations or other applicable laws, regulations, or orders.

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ISSUED BY: Carl Povelites, Vice President of Regulatory Affairs
Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
(770) 353-3500

SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.7 Liability of the Company (cont'd)**

- 2.7.2 The Company is not liable for any act or omission of any other company or companies furnishing a piece of the Service or facilities, equipment, or services associated with such Service.
- 2.7.3 The Company and its affiliates shall be indemnified and held harmless against and from any court, administrative or agency action, suit or similar proceeding brought against Company and/or any affiliate of the Company for:
- (a) claims arising out of or related to the contents transmitted via the Services (whether over the Company network or Local Access Circuits) including, but not limited to, claims, actual or alleged, relating to any violation of copyright law, export control laws, failure to procure necessary authorization, clearances or consents, failure to meet governmental or other technical broadcast standards, or claims that such transmission contents are libelous, slanderous, an invasion of privacy, pornographic, or otherwise unauthorized or illegal;
 - (b) patent infringement claims arising from combining or connecting the Service with equipment and systems of the Customer or Authorized Users;
 - (c) all other claims arising out of any act or omission of the Customer or Authorized Users in connection with any Service provided by the Company;

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ISSUED BY: Carl Povelites, Vice President of Regulatory Affairs
Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
(770) 353-3500

SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.7 Liability of the Company (cont'd)**

- (d) defacement of, or damage to, the premises of Customer and Authorized User resulting from the installation, and/or removal of facilities or the attachment of instruments, equipment and associated wiring on or from the Customer's Premises. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company; and
- (e) claims arising out of the use of Service or associated equipment in an unsafe manner (such as use in an explosive atmosphere) or the negligent or willful act of any person other than the Company, its agents, or employees.

2.7.4 The Customer is responsible for taking all necessary legal steps for interconnecting the Customer provided terminal equipment with the company facilities, including Local Access. The Customer shall ensure that the signals emitted into the Company's network do not damage Company equipment, injure personnel or degrade Service to other Customers. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall comply with applicable Local Access Provider's signal power limitations.

ISSUED: August 30, 2000**EFFECTIVE:**

ISSUED BY: Carl Povelites, Vice President of Regulatory Affairs
Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
(770) 353-3500

SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.7 Liability of the Company (cont'd)**

2.7.5 The Company may rely on Local Access Providers for the performance of other services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the company may act as an agent for Customer in obtaining such other services such as Local Access. Customer's liability for charges hereunder shall not be reduced by untimely installation or non-operation of Local Access or customer provided facilities and equipment. Customer shall bear sole liability for payments services and facilities.

2.7.6 The Customer agrees to indemnify and hold 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 the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, 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 or operation of Service or equipment and facilities of Company associated with the Service, unless such installation, operation, failure to operate maintenance, condition, location or use is the direct result of the Company's knowing and willful misconduct.

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ISSUED BY: Carl Povelites, Vice President of Regulatory Affairs
Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
(770) 353-3500

SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.7 Liability of the Company (cont'd)**

2.7.7 The Company shall not be liable to the customer or any other Customer or any other person, firm or entity in any respect whatsoever as result of mistakes, accidents, errors, omissions, interruptions, delays, or defects in Service (collectively "Defects" or "Defective Service"). Defects caused by or contributed to, directly or indirectly, by act or omission of Customer (including Authorized Users) or Customer's customers, affiliates, agents, representatives invitees, licenses, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties shall not result in the imposition of any liability whatsoever upon the Company, and Customer shall pay to the Company any reasonable cost, expenses, damages, fees or penalties incurred by the Company as a result thereof, including, without limitation, cost of Local Access Provider's labor and materials. In addition, all or a portion of the Service may be provided over facilities of third parties, and the Company shall not be liable to customer or any other person, or entity in any respect whatsoever arising out of Defects caused by such third parties.

COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR BUSINESS INTERRUPTION, OR FOR ANY LOST PROFITS OR ANY KIND OF NATURE WHATSOEVER ARISING OUT OF ANY DEFECTIVE SERVICE OR ANY OTHER CAUSE. ANY WARRANTIES AND REMEDIES EXPLICITLY SET FORTH IN THIS TARIFF ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT OF AN INTERRUPTION OF SERVICE, ANY DEFECT IN THE SERVICE WHATSOEVER OR A FAILURE TO PERFORM UNDER THIS TARRIF, NEITHER COMPANY NOR ANY THIRD PARTY PROVIDER OR OPERATOR OF FACILITIES EMPLOYED IN THE PROVISION OF THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER.

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EFFECTIVE:

ISSUED BY: Carl Povelites, Vice President of Regulatory Affairs
Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
(770) 353-3500

SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.7 Liability of the Company (cont'd)**

- 2.7.8 In the event parties other than Customer (e.g. customer's customers or Authorized Users) shall have use of the Service directly or indirectly through Customer, Customer shall forever indemnify and hold Company and any third party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any Defects or any other claims described in Section 2.7.3.
- 2.7.9 In the event the Company is required to perform a Circuit redesign due to inaccurate information provided by the customer or, Company incurs costs and expenses under circumstances in which such cost and expenses are caused to be incurred by Company for the benefit of the Customer, the customer is responsible for the payment of any resulting costs incurred by Company.
- 2.7.10 Customer agrees to defend the Company against the claim as set forth in Section 2.7 and to pay all reasonable litigations costs, attorneys' fees, court costs, settlement payments, and any damages awarded or resulting from any such claims.
- 2.7.11 The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all times in full force and effect until this tariff is modified in writing.

ISSUED: August 30, 2000**EFFECTIVE:**

ISSUED BY: Carl Povelites, Vice President of Regulatory Affairs
Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
(770) 353-3500

SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.8 Application for Service**

- 2.8.1 The Customer is responsible for the placement of Service Orders for the Service described herein as well as complying with the provisions of this Tariff. Customer may be required to execute written Service Orders or other documents relating to the Service, but Customer shall be obligated under the terms of this Tariff even if such Service Orders or other documentation have not been executed.
- 2.8.2 The business records of Company shall be deemed determinative as to the contents of the Service Order(s). When Customer places a Service Order for Service, the Customer must provide the Company with the Customer's name and address for billing purposes and a contact name and telephone number and address at each one of the premises where Service is to be installed. Each Service Order shall reference this Tariff. When the Service Order is accepted in writing by Company, the relevant Service Order shall be deemed to set forth the final operative obligations between Company and the Customer regarding the Services described therein to the extent that it specifies the type of Service, quantity of Circuits, originating and terminating cities, Requested Service Date, Term and other information necessary for company to provide the Service to Customer.

ISSUED: August 30, 2000**EFFECTIVE:**

ISSUED BY: Carl Povelites, Vice President of Regulatory Affairs
Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
(770) 353-3500

SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.8 Application for Service (cont'd)**

2.8.3 Any other items and conditions that are typed, printed or otherwise included in any Service Order shall be deemed to be solely for the convenience of the parties unless specifically noted as an individual Case Basis (ICB) term or condition. No action by Company (including, without limitation, provision of Service to Customer pursuant to such Service Order) shall be construed as a binding or estopping Company with respect to such term or condition, unless such Service Order containing said specific term or condition has been signed by an authorized representative of Company and Customer. Company shall have no obligation except those that as set forth in this Tariff or contained in the Service Orders, and all other representations or agreements, oral or written, shall be of no effect. In the event any provisions set forth in Service Orders conflict with the provisions set forth in this Tariff, the provisions set forth in this Tariff shall prevail.

2.9 Cancellation of Service by Customer

- 2.9.1 Customer shall be required to give notice to the Company of its intention to discontinue Service.
- 2.9.2 If a Service Order for Installation of Service is delayed for more than thirty (30) days beyond the Requested Service Date, and such delay is not requested or caused by the Customer, the Customer may cancel the portion of Service affected thereby without incurring the cancellation charges described in Section 2.9.4.

ISSUED: August 30, 2000**EFFECTIVE:**

ISSUED BY: Carl Povelites, Vice President of Regulatory Affairs
Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
(770) 353-3500

SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.9 Cancellation of Service by Customer (cont'd)**

- 2.9.3 After Start of Service, if Service is Interrupted for a period of 30 days, then, in addition to the remedies set forth in Section 2.14, Customer, pursuant to Section 2.9.1, may notify Company in writing of its conditional intent to cancel the directly affected Service. If such affected Service is not restored within 30 days after receipt of such notice, Customer may terminate the affected portion of the Service for such cause and without incurring the cancellation charges described in Section 2.9.4 at the expiration of the notice period.
- 2.9.4 Customer shall be subject to the following cancellation charges upon cancellation of Service for the convenience of Customer, i.e., without cause, as opposed to cancellation of service for cause as would be the case for Defective Service, as described in Section 2.7.7. In such case, Customer is also liable for (A) cancellation charges as specified in Section 4, (B) any charges, expenses, fees, or penalties incurred by Company, its affiliates or other third party providers of Service due to cancellation of Local Access; and (C) any other costs, expenses, or additional charges reasonable incurred by Company on behalf of Customer.
- 2.9.4.A If Customer cancels Service before the Company has incurred any costs for the Installation of such Service, Customer shall pay to Company a cancellation charge in an amount equal to any charges, expenses, fees, or penalties incurred by Company due to cancellation of Local Access and any other costs, expenses, or additional charges reasonably incurred by Company prior to such cancellation.
- 2.9.4.B If Customer cancels Service after the Company has incurred costs for Installation but prior to Start of Service, Customer shall pay to Company a cancellation charge in an amount equal to any Installation charges or Ancillary charges not yet paid.

ISSUED: August 30, 2000**EFFECTIVE:**

ISSUED BY: Carl Povelites, Vice President of Regulatory Affairs
Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
(770) 353-3500

SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.9 Cancellation of Service by Customer (cont'd)**

- 2.9.4.C If Customer cancels Service after the Start of Service, unless otherwise specified in this Tariff, Customer shall pay to Company a cancellation charge in an amount equal to (i) the prorated monthly Base Rate charge for such canceled Service as set forth in Section 4 times the number of months in the relevant Term, less the charges for such Service actually provided to Customer through the effective date of cancellation (but in no event less than zero), and (ii) any Installation charges or Ancillary Charges not yet paid.
- 2.9.4.D As Company's damages in the event of a cancellation are difficult or impossible to ascertain, the foregoing provisions providing for a cancellation charge are intended to establish liquidated damages in the event of a cancellation of a Service and do not represent a penalty of any kind.
- 2.9.5 Notwithstanding the foregoing, and upon thirty (30) days' prior written notice, either Customer or Company shall have the right, without cancellation charge or other liability to the other, to cancel the affected portion of the Service, if Company is prohibited by governmental authority from furnishing said portion, or if any material rate or term contained herein and relevant to the affected Service substantially changed by order of the highest court of competent jurisdiction to which the matter is appealed, the FCC, or other local, state or federal government authority.

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EFFECTIVE:

ISSUED BY: Carl Povelites, Vice President of Regulatory Affairs
Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
(770) 353-3500

SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.10 Cancellation for Cause by Company**

2.10.1 For nonpayment by Customer of any undisputed sum owing to the Company for more than 30 days, or for violation by Customer of any of the provisions governing the furnishing of Service under this Tariff or the Service Agreement, the Company shall provide, subsequent to a Customer's account becoming delinquent, written notice of disconnection served on the Customer either by mail or, at its option, by personal delivery of the notice to the Customer's address. If a mailed notice is elected, Service shall not be disconnected prior to the eighth (8th) business day following mailing of the notice. Before effecting disconnection of Service, the Company shall make a good faith, bona fide effort to reach the Customer in person or by telephone to advise the Customer of the pending disconnection and the reasons therefore. Where telephone contact is elected, at least two attempts to reach the subscriber by telephone during reasonable hours shall be made. If a business or message telephone is provided by the Customer, the Company shall endeavor by that means to reach the Customer if unable to make contact through the Customer's service telephone number. A log or record of the attempts shall be maintained by the Company showing the telephone number called and the time of the call. Telephone or personal contact need not be attempted when:

- (i) the Company has had cause in any two previous billing periods during a consecutive twelve-month period to attempt such contact; and
- (ii) the Company has notified the Customer in writing that such telephone or personal contact will not be attempted in the future before effecting disconnection of Services.

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ISSUED BY: Carl Povelites, Vice President of Regulatory Affairs
Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
(770) 353-3500

SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.10 Cancellation for Cause by Company (cont'd)**

All notices of delinquency or pending disconnection shall detail procedures pertinent to the situation and provide notice of means by which the Customer can make contact with the Company to resolve any differences. All notices must accurately state amounts owing for Service which are subject to disconnection. A new notice will be required in cases where information is incorrect.

2.10.2 Without incurring any liability, the Company may discontinue the furnishing of Service to Customer 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 or under any of the following circumstances:

- (a) if Customer fails to make proper application for Service;
- (b) if Customer refuses to furnish or provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Service, or its planned use of Service;
- (c) if Customer gives Company reasonable cause to believe that Customer will not comply with a request of the Company for reasonable security for the payment for Service;

ISSUED: August 30, 2000**EFFECTIVE:**

ISSUED BY: Carl Povelites, Vice President of Regulatory Affairs
Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
(770) 353-3500

SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.10 Cancellation for Cause by Company (cont'd)**

- (d) if the Customer is using the Service in violation of the Tariff;
- (e) if the Customer is using the Service in violation of any applicable law or regulation.
- (f) if such actions are reasonably appropriate to avoid violation of applicable law; or
- (g) if there is a reasonable risk that criminal, civil or administrative proceeding or investigations based upon the transmission contents shall be instituted against Company;

2.10.3 The discontinuance of Service by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the Company for charges accrued for Service which has been furnished up to the time of discontinuance nor does it relieve the Customer of applicable cancellation charges. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.

2.11 Billing and Payment For Service**2.11.1 Responsibility for Charges**

The Customer is responsible for payment of all charges for Services furnished to the Customer or Authorized User. This includes payment for Services specifically requested by the Customer. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer provided equipment by third parties, the Customer's employees, or the public.

ISSUED: August 30, 2000**EFFECTIVE:**

ISSUED BY: Carl Povelites, Vice President of Regulatory Affairs
Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
(770) 353-3500

SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.11 Billing and Payment For Service (cont'd)****2.11.2 Payment Arrangements**

2.11.2.A All payments due by the Customer shall be remitted and payable to the Company or any billing agent duly authorized and designated by the Company to receive such payments. An authorized billing agent may be a Local Exchange Carrier or other billing agent.

2.11.2.B Unless the Company requires an advance Payment Method or other arrangement due to Customer's presenting an undue risk of nonpayment as described in this Section, payment for all pro-rated monthly recurring charges (charges for monthly Service provided for less than a calendar month), Installation charges, and other nonrecurring charges shall be due on the first day of the month following the month in which the Service was provided. Payment for all monthly recurring charges for full months during which the Service is to be provided following Start of Service shall be due in advance on the first day of that month, except that when billing is based upon Customer usage, usage charges will be billed monthly in arrears for Service provided during the preceding billing period.

ISSUED: August 30, 2000**EFFECTIVE:**

ISSUED BY: Carl Povelites, Vice President of Regulatory Affairs
Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
(770) 353-3500

SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.11 Billing and Payment For Service (cont'd)****2.11.3 Late Payment Fee**

In the event Customer fails to pay or remit payment in full to the proper address for Services billed by the Company or authorized billing agent on or before thirty (30) days after the Due Date, Customer shall also pay a late fee in the amount of the lesser of one and one-half percent (1.5%) of the unpaid balance per month or the maximum lawful rate under the applicable state law.

2.11.4 Return Check Charge

A return check charge of \$25.00 will be assessed for checks made payable to the Company and returned for insufficient funds. For service billed on behalf of the Company, any applicable return check charges will be assessed according to the terms and conditions of the Company's billing agent.

2.11.5 Validation of Credit

2.11.5.A The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures. If at any time a Customer presents an undue risk of non-payment, the Company may refuse to provide Service, require a deposit or advance payment pursuant to Section 2.11.6 or otherwise restrict or interrupt Service to a Customer.

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ISSUED BY: Carl Povelites, Vice President of Regulatory Affairs
Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
(770) 353-3500

SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.11 Billing and Payment For Service (cont'd)**

2.11.5.B In determining whether a Customer presents an undue risk of non-payment, the Company may consider, but is not limited to, the following factors: (i) the Customer's payment history (if any) with the Company, (ii) Customer's ability to demonstrate adequate ability to pay for the Service, (iii) credit and related information provided by the Customer, lawfully obtained from third parties or publicly available, and (iv) information relating to Customer's management, owners and affiliates (if any).

2.11.6 Advance Payments and Deposits

A Customer who presents an undue risk of nonpayment may be required at any time prior Commencement of Service to pay the Company in advance the monthly service charge, and any fixed charges, including the applicable Installation charges, applicable for the first month of service under the Tariff. Additionally, to guarantee payment of current bills, Company may require such Customer to provide a security deposit, in cash or the equivalent of cash, up to an amount equal to one month of actual or estimated usage charges for the Service to be provided. Simple interest shall be paid by the Company on the deposits at the rate of not less than 6% per annum, payable annually at the request of the Customer or upon return of the deposit, for the time the deposit is held by the utility, provided it is not less than six (6) months.

ISSUED: August 30, 2000**EFFECTIVE:**

ISSUED BY: Carl Povelites, Vice President of Regulatory Affairs
Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
(770) 353-3500

SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.11 Billing and Payment For Service (cont'd)

2.11.7 Disputed Charges

2.11.7.A Each complaint or dispute received by the Company shall be investigated promptly as required by the particular case, and the result reported to the applicant or Customer. The Customer may call the Company at 1-800-429-0058 with regard to any complaints or billing disputes. The Company will try to resolve the dispute or complaint within a reasonable period of time.

2.11.7.B The Company shall ensure that personnel engaged in initial contact with a dissatisfied or complaining applicant or Customer shall inform the applicant or Customer that if dissatisfied with the decision or the explanation that is provided, the applicant or Customer has the right to have that problem considered and acted upon by supervisory personnel. The applicant or Customer shall be provided with the name or department of such supervisory personnel and a telephone number by which they may be reached.

2.11.7.C The Company shall ensure that the supervisory personnel contacted by a dissatisfied applicant or Customer shall inform a still-dissatisfied applicant or Customer of the availability of the Commission for further review of any complaint or dispute.

2.11.8 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 shall be liable to the Company for the payment of all such fees and expenses reasonable occurred.

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ISSUED BY: Carl Povelites, Vice President of Regulatory Affairs
Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
(770) 353-3500

SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.12 Tax Adjustments**

- 2.12.1 All stated charges in this Tariff are computed by the Company exclusive of any applicable federal, state or local use, excise, gross receipts, sales or privilege taxes, duties, fees, or similar liabilities whether charged to or against the Company or its Customer. An amount equal to such taxes, fees, etc. shall be charged to the Customer in addition to the charges stated in this Tariff. All charges related to such taxes, duties and fees shall each be shown as a separate line item on the Customer's monthly invoice and, unless otherwise stated, are not included in the rates and charges set forth in this Tariff.
- 2.12.2 A surcharge is imposed on all charges for Service originating at addresses in states which levy a gross receipts tax on Customer operations. Pending the conclusion of any litigation challenging a jurisdiction's right to impose any tax, Company may elect to impose and collect a surcharge covering such tax, unless otherwise constrained by court order of direction, or it may elect to waive any surcharge. If it has collected a surcharge or tax and the challenged surcharge or tax is found to have been invalid and unenforceable, Company shall credit or refund such items to each affected Customer if either Company has retained such funds or Company has remitted such funds to the collecting jurisdiction and the funds have been returned to the Company. The surcharge shall be shown as a separate line item on the Customer's monthly invoice.

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ISSUED BY: Carl Povelites, Vice President of Regulatory Affairs
Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
(770) 353-3500

SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.13 Inspection, Testing and Adjustments

2.13.1 The Company may, upon notice, make such tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the installation, operation or maintenance of Customer or the Company's equipment. The Company may interrupt the Service at any time, without penalty to the Company, because of the departure from any of these requirements.

2.13.2 Upon reasonable notice, the Channels provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary to maintain them in satisfactory condition; no interruption allowance shall be granted for the time during which such tests and adjustments are made.

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ISSUED BY: Carl Povelites, Vice President of Regulatory Affairs
Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
(770) 353-3500

SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.14 Refunds or Credits for Interruption in Service

2.14.1 No credits or refunds for interruptions of Service shall be made for:

- (a) Interruptions caused by the negligence or willful misconduct (including the provision of inaccurate information) of the Customer or its Authorized Users.
- (b) Interruptions during any period which the Company or its agents are not afforded access to any Customer premise where Service is originated or terminated.
- (c) Interruptions during any period when the Customer or user has released the Service to the Company for maintenance or rearrangement purposes, or for the implementation of a Customer Service Order.
- (d) Interruptions during periods when the Customer elects not to release the Service for testing or repair and continues to use the Service on an impaired basis.
- (e) Interruptions not reported to the Company.
- (f) Interruptions occurring prior to Start of Service.
- (g) Interruptions caused by outages or failure of Local Access provided by a Local Access Provider.

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ISSUED BY: Carl Povelites, Vice President of Regulatory Affairs
Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
(770) 353-3500

SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.14 Refunds or Credits for Interruption in Service (cont'd)**

2.14.2 Following the Start of Service date, if Customer reports an interruption of Service to Company and the affected Service is not Restored within two hours of such report, Customer shall, upon request directed to the Customer's designated customer service representative, receive a credit at the rate of 1/720 of the monthly recurring charges applicable to the Service directly affected by such Interruption for each hour or major fraction thereof, over the initial two hours, during which the service is Interrupted. No credit will be given for Interruptions of less than two hours in duration. The formula used for computation of credits is as follows:

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

A = Interruption time in hours or fraction thereof (must be over two hours)

B = total monthly recurring charge for the affected service

2.14.3 Notice of Interruption should be reported by the Customer to the Company's Network Control Center or other location designated by the Company. An Interruption ends when the Service is restored. If the Customer reports the Service to be inoperative but declines to release it for testing and repair, the Service shall be deemed to be impaired, but not subject to an Interruption nor corresponding credit as provided in Section 2.14.2.

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Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
(770) 353-3500

SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.14.4 If the Customer elects to use another means of transmission during the period of Interruption, the Customer is solely responsible for payment of the charges for the alternate transmission service used.

2.14.5 The credit provided in Section 2.14.2 is Customer's sole and exclusive remedy for any Interruption in the Service.

2.15 Systems Security

2.15.1 Where Customers are permitted access to the Company's computer systems and data (hereinafter "Systems") for the purposes of managing and maintaining their own telecommunications system, they will adhere to the following:

- (a) Customers may access the Company's Systems only to the extent required by and incident to the administration and management of the Customer's telecommunications system.
- (b) Customers may not disclose or use information which may be learned as a consequence of access to the Company's Systems except as may be directly required to insure the proper operation of the Customer's telecommunications system. Customers must take all reasonable precautions to prevent any other person or entity who does not have a need to know from acquiring such information.
- (c) Customers shall not in any manner or form disclose, provide, or otherwise make available, in whole or part, these Systems, documentation, any related material or any other confidential material except to those who have a need to know incident to the operation of the Customer's telecommunications system. These systems remain the property of the Company and may not be copied, reproduced or otherwise disseminated without the prior written permission of the Company.

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ISSUED BY: Carl Povelites, Vice President of Regulatory Affairs
Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
(770) 353-3500

SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.15 Systems Security (cont'd)

- (d) Customers shall take all reasonable precautions to maintain the confidentiality of Systems. Such precautions shall include the use of Personal Identification Numbers (PINs) and passwords selected by and known only to the Customer's individual authorized users. Telephone numbers and dial up access numbers assigned to the Customer by the Company, PINs or any aspect of access and sign-on methodology used to access these Systems shall not be posted or shared with others under any circumstances. Customers shall follow normal log-off procedures prior to leaving a terminal unattended. Customers should report any known or suspected unauthorized attempt by others to access these systems.

2.15.2 In the event that a security access device assigned to a Customer for dial-up access is lost, stolen, or misplaced, the Customer must notify Company immediately. Access into these Systems beyond that authorized may result in civil and/or criminal penalties.

2.16 Restoration of Service

2.16.1 The use and restoration of Service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations to the extent it is applicable, which specifies the priority system for such activities.

2.17 Customer Provided Equipment

2.17.1 Customer Premises Circuit terminating equipment such as Channel Service Units (CSUs) and Multiplexing equipment and any other terminal equipment such as telephone sets or systems shall be provided by the Customer and furnished and maintained at the Customer's expense, except as expressly provided otherwise in writing and set forth in a Service Order accepted by an authorized representative of Company.

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ISSUED BY: Carl Povelites, Vice President of Regulatory Affairs
Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
(770) 353-3500

SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.18 Company Provided Equipment**

2.18.1 The Customer agrees to operate any Company provided equipment in accordance with instructions of the Company or the Company's agent or designee. Failure to do so shall void any Company liability for Interruption of Service and may make Customer responsible for damage to equipment pursuant to Section 2.18.2 below.

2.18.2 Customer agrees to return to the Company all company-provided equipment 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 the customer, normal wear and tear excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the company (e.g., the cost of the equipment) due to customer's failure to comply with this provision.

2.18.3 The Company may substitute, change, or rearrange any equipment or facility at any time, but shall endeavor to maintain the technical parameters of the service provided the Customer. In the event that technical parameters change as a result of the Company's actions, the Company will provide the Customer with thirty (30) days notice prior to such change.

2.19 Limitations of Actions

2.19.1 All actions at law or in equity, and/or all complaints to regulatory authorities against Company for the recovery of damages and /or seeking mandates required against the Company to take action or to cease any action which is not based on tariffed charges shall be begun within one year from the time the cause of action accrues and not after. Commencement of an action or complaint does not relieve Customer's duties to pay Company's charges.

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ISSUED BY: Carl Povelites, Vice President of Regulatory Affairs
Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
(770) 353-3500

SECTION 2 – RULES AND REGULATIONS (CONTINUED)**2.19 Limitations of Actions (cont'd)**

- 2.19.2 All actions at law or in equity, and/or all complaints to regulatory authorities against the Company for the recovery of overcharges based on tariffed rates shall be begun within one year from the time the cause of action accrues and not after, except that if a claim for the overcharge has been presented in writing to Company within the one year period of limitation, said period shall be extended to include one year from the time of the notice in writing is given by the Company to the claimant of disallowance of the claim, or any part or parts thereof, specified in such notice. Commencement of an action or complaint does not relieve Customer's duties to pay Company's charges.
- 2.19.3 All actions at law by Company for recovery of its lawful charges, or any part thereof, shall be begun within one year from the time the cause of action accrues, and not after. If on or before the period of limitation in sections 2.19.1 or 2.19.2, preceding, the Company begins action under this section for recovery of lawful charges in respect to the same service, or, without beginning action, collects charges in respect of that service, said period of limitation shall be extended to include ninety (90) days from the date such action is begun or such charges are collected by the Company.
- 2.19.4 The term "overcharges" as used in this section shall be deemed to mean charges for services in excess of those applicable to such service or services under the Company's schedules of charges lawfully on file with the Commission.

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ISSUED BY: Carl Povelites, Vice President of Regulatory Affairs
Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
(770) 353-3500

SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.20 Other Terms and Conditions

- 2.20.1 A Customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion or publication of the Customer without prior written approval of the Company.
- 2.20.2 Except as otherwise provided in this Tariff or as specified in writing by the party entitled to receive notice, notices between Customer and Company shall be given in writing to the persons whose names and business addresses appear on the relevant Service Order and the effective date of any notice shall be the date of delivery of such notice, not the date of mailing. By written notice, Company or Customer may change the party to receive notice and/or the address to which such notice is to be delivered. In the event no Customer or Company address is provided in the relevant Service Order, notice shall be given to the last known business address of Customer or Company, as the case may be.
- 2.20.3 Company, when acting at the Customer's request and/or as Customers authorized agent, shall make reasonable efforts to arrange for special Service requirements such as the provision of Off-Net Circuits. Due to the specialized nature of such an arrangement, however, such arrangement shall be provided ICB.

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ISSUED BY: Carl Povelites, Vice President of Regulatory Affairs
Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
(770) 353-3500

SECTION 3 – APPLICATION OF TECHNICAL STANDARDS

3.1 Application of Technical Standards

3.1.1 The following Technical Standards for Private Line Services set forth objectives for Company to follow. In no circumstance shall these Technical Standards be construed as creating any warranty on the part of Company, with the exception of those warranties expressly set forth in the preceding Sections of this Tariff.

3.1.2 Interconnecting Specifications:

3.1.2.A DS-0 through DS-3 (“DS-N”) – provided in accordance with ANSI Standard T1.102 (formerly AT&T Compatibility Bulletin 119) and Technical Reference 54014.4.

3.1.2.B OC-3 through OC-48 (“OC-N”) – provided in accordance with ANSI Standard T1.105.

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EFFECTIVE:

ISSUED BY: Carl Povelites, Vice President of Regulatory Affairs
Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
(770) 353-3500

SECTION 3 – APPLICATION OF TECHNICAL STANDARDS (CONTINUED)**3.1 Application of Technical Standards (cont'd)****3.1.3 Quality Standards****3.1.3.A General**

Standards for DS-N and OC-N Services apply independently for Local Access and Interexchange Services and exclude non-performance due to circumstances listed in Section 2.7.1 or planned Interruptions for necessary maintenance purposes. Local Access standards apply on a one-way basis between each Customer Premises Network Interface Points (“CPNIP”) and the Company POP. Interexchange Service standards apply on a one-way basis between the originating and terminating Company POPs. The actual end-to-end (CPNIP to CPNIP) availability and performance of DS-N and OC-N will be combined functions of the Local Access and Interexchange Service specifications and may be affected by the Customer provided equipment, dependent upon the type and quality of Customer equipment used. (Customer provided Local Access may not meet these specifications).

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ISSUED BY: Carl Povelites, Vice President of Regulatory Affairs
Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
(770) 353-3500

SECTION 3 – APPLICATION OF TECHNICAL STANDARDS (CONTINUED)**3.1 Application of Technical Standards (cont'd)****3.1.3.B Availability**

Availability, as used in this Section 3, is a measurement of the percent of total time that Service is operative when measured over a 365 consecutive day (8760 hour) period. DS-N and OC-N Services are considered inoperative when there has been a loss of signal or when two consecutive 15 second loop-back tests confirm the observation of any severely errored seconds or a bit error rate equal to or worse than 1×10^{-3} . The Local Access Availability standards for DS-N and OC-N Services are established by the Local Access Provider. For services on the Evolution Networks' Network, Availability shall be 99.99% from POP to POP measured over a one-year period. For Services not on the Evolution Networks' Network, the Off-Net provider will establish Availability.

3.1.3.C Performance (% Error Free Seconds, while Available)

Performance is noted in Error Free Seconds ("EFS") which are a measure of the percentage of total seconds when measured over a consecutive 24 hour period that do not contain bit errors. Performance shall be measured on a one-way basis using a Pseudo Random Bit Sequence test pattern as defined in CCITT Recommendation 0.151. The EFS standards for Local Access for DS-N and OC-N is established by the Local Access Provider. For Services on the Evolution Networks' Network, the EFS shall be 99.5% from POP to POP measured over a monthly period. For Services not on the Evolution Networks' Network, the Off-Net provider will establish the EFS.

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ISSUED BY: Carl Povelites, Vice President of Regulatory Affairs
Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
(770) 353-3500

SECTION 3 – APPLICATION OF TECHNICAL STANDARDS (CONTINUED)**3.1 Application of Technical Standards (cont'd)**

- 3.1.4 Repair efforts will be undertaken upon notification of trouble by internal network surveillance and network surveillance and performance systems or by notification of trouble and release of all or part of the DS-N or OC-N Service by the Customer for testing.
- 3.1.5 Mean Time to Restore (“MTTR”) is the average time required to Restore Service and resume Availability and is stated in terms of equipment and cable outages or failures. The MTTR objective shall be four (4) hours for equipment and twelve (12) hours for cable.
- 3.1.6 The Company calculates network Availability on Customer action requests. The Customer must notify Evolution Networks’ Network Customer Care department or other location designated by Company and initiate an action request to determine if the Service variables stated above were met.
- 3.1.7 Notwithstanding the foregoing, at Company’s option, Company may provide a comparable transmission alternative, e.g. satellite transmission, (“Alternative Transmission”). Such Alternative Transmission shall comply with the respective standards commonly used in the industry for such service.

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ISSUED BY: Carl Povelites, Vice President of Regulatory Affairs
Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
(770) 353-3500

SECTION 4 – SERVICE DESCRIPTION AND RATES**4.1 General**

Evolution Networks Private Line Service is a Dedicated Service that offers Channels or Circuits dedicated to the use of a specific Customer on a twenty-four hours per day, seven days per week basis. Company offers Evolution Networks Private Line Service, subject to Availability between Companies designated POPs.

4.2 Distance Calculation

For Private Line Services, mileage measurements are based on the distance in airline miles between Evolution Networks POPs associated with each end of the Circuit. Distance measurements are computed using industry standard Vertical (V) and Horizontal (H) Coordinates according to the following formula.

Formula:

$$\frac{\sqrt{(V_1-V_2)^2 + (H_1-H_2)^2}}{10}$$

Where V_1 and H_1 correspond to the V&H Coordinates of POP₁, and V_2 and H_2 correspond to the V&H Coordinates of POP₂.

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Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
(770) 353-3500

4.3 Terms Plans

- 4.3.1 Customers subscribing to Evolution Networks Private Line Service may order Service on a monthly basis or for Service Commitment Periods of one, two, three, four or five years.
- 4.3.2 The term "Minimum Monthly Commitment" as used in Section 4 of this tariff shall mean the aggregate of all Base Rate charges, as described in Section 4.4, for each Evolution Networks Private Line Service (regardless of whether such Base Rates are themselves subject to any discount limitation) which in total is within the amounts stated for each level of the relevant discount schedule. No other charges including Ancillary, Installation or Service Order charges will be included when determining whether a Customer meets its Minimum Monthly Commitment.
- 4.3.3 The discount level, if any, applicable to a Customer for a particular Service or Services shall be the rate or volume discount level in effect at the beginning of the monthly billing period applicable to the Customer for the particular Service or Services.
- 4.3.4 Following the expiration of the Term relevant to Service, such Service shall continue to be provided in accordance with this Tariff, subject to written notice of termination by either Company or Customer.
- 4.3.5 The Customer may be responsible for other charges as described in this Tariff which may include, but are not limited to Ancillary Charges and cancellation charges.

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Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
(770) 353-3500

4.4 Application of Base Rates and Discounts

Customers subscribing to each type of Evolution Networks Private Line Service (e.g., DS-1, DS-3, etc) shall be charged a Base Rate (on a per circuit basis) as set forth below in this Section 4, which shall consist of (1) a fixed monthly charge irrespective of distance, and (2) a per mile per month charge based on the distance between applicable Company POPs. Customers who subscribe for Service Commitment Periods ranging from one to five years, inclusive, will receive a discount off of the Base Rate for the Term of the Service Commitment Period based upon the "Minimum Monthly Commitment" dollar amount and the Term of the Service Commitment Period.

4.5 Application of Ancillary Charges

4.5.1 Installation Charges

A non-recurring installation charge applies to each Circuit provided by the Company. Installation charges also apply to existing Service moved to a new location at the Customer's request. Rates and charges vary by type of service as specified in this Section. Term and volume commitments do not apply to Installation charges.

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ISSUED BY: Carl Povelites, Vice President of Regulatory Affairs
Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
(770) 353-3500

4.5 Application of Ancillary Charges (cont'd)

4.5.2 Service Order Charges

4.5.2.A General

No Service Order charges apply to initial Service Orders for new Service placed by the Customer. Where Customer requests a change in a pending Service Order or requests changes to an existing Circuit, non-recurring charges may apply to each change as described below. Non-recurring charges vary based on type of Service ordered by Customer.

Circuits or Channels provided by the Company may be connected to other Circuits or Channels provided by the Company (On-Net); to Local Access facilities; or facilities provided by another carrier (Off-Net) through the use of Cross-Connects.

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Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
(770) 353-3500

4.5 Application of Ancillary Charges (cont'd)

Service Order charges apply as follows based on the content of the Order:

- a) Where Service Orders require the installation, rearrangement, or removal of Company-provided Circuits only, Per Circuit charges apply.
- b) Where Service Orders require the installation, rearrangement, or removal of Company-provided Cross-Connects only, Per Cross-Connect charges apply. For Cross-Connects between two facilities of different bandwidths, the Per Cross-Connect charge associated with the higher bandwidth service applies.
- c) Where Service Orders require the installation, rearrangement, or removal of Company-provided Circuits and Cross-Connects, both Per Circuit and Per-Cross-Connect charges apply.

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Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
(770) 353-3500

4.5 Application of Ancillary Charges (cont'd)

4.5.2.B Change of Requested Service Date

Customers may request a change in the Requested Service Date for pending Service Orders. Change of Requested Service Date charges apply when a change of the Requested Service Date is the only customer requested change to the original Service Order.

When a Customer requests that its Requested Service Date be extended, the new Requested Service Date must be within thirty (30) days of the previously set Requested Service Date. If the new Requested Service Date is more than thirty (30) days beyond the existing Requested Service Date or unknown, the Service affected thereby will be deemed canceled by the Customer and subject to applicable cancellation charges.

If the first requested change of the Requested Service Date is received more than ten (10) working days prior to the original Requested Service Date, there will be no charge. A Change in Requested Service Date charge applies for all subsequent changes to a Requested Service Date or if the requested change is made within ten (10) working days of the established Requested Service Date.

If the new Requested Service Date is earlier than the Requested Service Date on the original Service Order, and requires an Expedited Service Order, non-standard installation, maintenance and engineering charges may apply in addition to a charge for a Change of Requested Service Date.

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Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
(770) 353-3500

4.5 Application of Ancillary Charges (cont'd)

4.5.2.C Change of Service Order

Change of Order charges apply to changes requested by the Customer to the information contained in a service order, other than changes in Requested Service Date, prior to Start of Service.

Pre-engineering charges apply when a Service Order has been entered into the Company's order processing system within five (5) working days, and the Customer requests a modification to the information contained in the Service Order.

Post-engineering charges apply when a Service Order has been entered into the Company's order processing system for over five (5) working days and the Customer requests a modification to the information contained in the Service Order.

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Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
(770) 353-3500

4.5 Application of Ancillary Charges (cont'd)

4.5.2.D Order Cancellation

Order Cancellation Charges apply for Service Orders cancelled prior to Customer acceptance. These charges are intended to supplement any Service cancellation charges set forth in Section 2.

Pre-engineering charges apply when a Service Order has been entered into the Company's order processing system within five (5) working days and the Customer request cancellation of the Service Order prior to Acceptance.

Post-engineering charges apply when a Service Order has been entered into the Company's order processing system for over five (5) working days and the Customer requests cancellation of the Service Order prior to Acceptance.

4.5.2.E Change of Service

Change of Service charges apply to changes made after a Circuit has been installed and accepted by the Customer. This charge is only applicable where re-engineering of the affected Service is required. No charge applies for changes in Service made for administrative purposes (e.g., change of name, billing address, etc.). Changes of Service re-engineering charges apply, but are not limited to, Service Orders that are re-engineered due to Customer requested changes in Local Access Service, transmission speed, transmission mode, IXC or Local Access Termination location, or terminating equipment.

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Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
(770) 353-3500

4.5 Application of Ancillary Charges (cont'd)

4.5.3 Local Access Charges

4.5.3.A Access to Evolution Networks Private Line Services must be obtained by the Customer from the Company or third-party carrier, including a serving Local Exchange Carrier, an Alternative Access Provider or other Local Access Provider. Third party Local Access facilities if provided by the Company are offered at a pass through rate equal to the price at which those channels or services are provided to Company by the Local Access Provider. The rates and charges of the Local Access Provider apply for all Local Access facilities used in conjunction with the Company's Service(s).

4.5.3.B At the Customer's request, Evolution Networks may act as the Customer's agent for payment of Local Access charges to the Local Access Provider. In such cases, the Company will charge a non-recurring Local Access Billing Administration fee of \$150.00 per Local Access circuit in addition to pass-through rates associated with the Local Access facilities billed through the Company.

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Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
(770) 353-3500

4.5 Application of Ancillary Charges (cont'd)

4.5.3.C At the Customer's request, Evolution Networks may act as the Customer's agent for ordering and coordinating installation, re-arrangement or removal of Local Access facilities. In such cases, a \$100.00 Local Access Administration fee will apply to each ASR issued to the Local Access Provider including ASRs for initial service installation, changes in requested service date, changes in service configuration, or cancellation of Local Access service orders. Where Company acts as the Customer's agent for payment of Local Access charges, the Company will also pass along to the Customer any Local Access Provider charges associated with the Customer's request order, if applicable.

4.5.3.D Subject to the availability of personnel, Company may perform other operational functions related to administration and maintenance of Local Access facilities. Such functions will be provided at non-standard installation, maintenance and engineering rates contained in this Tariff.

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ISSUED BY: Carl Povelites, Vice President of Regulatory Affairs
Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
(770) 353-3500

4.5 Application of Ancillary Charges (cont'd)

4.5.4 Non-Standard Installation, Maintenance and Engineering Charges

Additional charges may apply when the Customer requests the following:

- a) Installation or Circuit changes during non-business hours or under unusual circumstances.
- b) A Company technician at the Customer Service Premises or trouble that results from problems in the Customer's equipment.
- c) The provision of engineering design or other activities which are *not normally provided* as part of the design and Installation of Service.
- d) Expedited Service Orders.

The Customer will be billed for non-standard services provided by Company personnel at the following rates:

Monday through Friday, 8:00 A.M. to 5:00 P.M.	\$ICB per quarter hour
All other Hours	\$ICB per quarter hour

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ISSUED BY: Carl Povelites, Vice President of Regulatory Affairs
Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
(770) 353-3500

4.6 Base Rates, Discounts and Ancillary Charges

4.6.1 DS-1 Service

Evolution Networks DS-1 Private Line Service provides 1.544 Mbps of Evolution Networks bandwidth for the digital transmission of data, voice and video signals.

4.6.1.A Base Rates and Ancillary Charges

Rate Element	Per Circuit	Per Cross-Connect
Fixed Monthly	ICB	ICB
Per Mile Monthly	ICB	ICB
Installation	ICB	ICB
Change of Requested Service Date	ICB	ICB
Change of Order, Pre-engineering	ICB	ICB
Change of Order, Post-engineering	ICB	ICB
Order Cancellation, Pre-engineering	ICB	ICB
Order Cancellation, Post-engineering	ICB	ICB
Change of Service, Re-Engineering	ICB	ICB

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ISSUED BY: Carl Povelites, Vice President of Regulatory Affairs
Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
(770) 353-3500

4.6 Base Rates, Discounts and Ancillary Charges (cont'd)

4.6.1.B. Discounts –The discount percentages applicable for DS-1 Private Line Service are as follows: The Minimum Monthly Commitment applies to the Fixed Monthly and Per Mile Monthly Rate Elements (base rates) only.

Minimum Monthly Commitment ("MMC")	1 Year	2 Year	3 Year	4 Year	5 Year
Up to \$4,999	ICB	ICB	ICB	ICB	ICB
\$5,000 - \$9,999	ICB	ICB	ICB	ICB	ICB
\$10,000 - \$14,999	ICB	ICB	ICB	ICB	ICB
\$15,000 - \$19,999	ICB	ICB	ICB	ICB	ICB
\$20,000 - \$24,999	ICB	ICB	ICB	ICB	ICB
\$25,000 - \$34,999	ICB	ICB	ICB	ICB	ICB
\$35,000 - \$44,999	ICB	ICB	ICB	ICB	ICB
\$45,000 - \$54,999	ICB	ICB	ICB	ICB	ICB
\$55,000 or higher	ICB	ICB	ICB	ICB	ICB

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4.6 Base Rates, Discounts and Ancillary Charges (cont'd)

4.6.2 DS-3 Service

Evolution Networks DS-3 Private Line Service provides 44.736 Mbps of Evolution Networks bandwidth for the digital transmission of data, voice and video signals.

4.6.2.A Base Rates and Ancillary Charges

Rate Element	Per Circuit	Per Cross-Connect
Fixed Monthly	ICB	ICB
Per Mile Monthly	ICB	ICB
Installation	ICB	ICB
Change of Requested Service Date	ICB	ICB
Change of Order, Pre-engineering	ICB	ICB
Change of Order, Post-engineering	ICB	ICB
Order Cancellation, Pre-engineering	ICB	ICB
Order Cancellation, Post-engineering	ICB	ICB
Change of Service, Re-Engineering	ICB	ICB

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Evolution Networks South, Inc.
20 Perimeter Center East
Atlanta, GA 30346
(770) 353-3500

4.6 Base Rates, Discounts and Ancillary Charges (cont'd)

4.6.2.B Discounts – The discount percentages applicable for DS-3 Private Line Service are as follows: The Minimum Monthly Commitment applies to the Fixed Monthly and Per Mile Monthly Rate Elements (base rates) only.

Minimum Monthly Commitment ("MMC")	1 Year	2 Year	3 Year	4 Year	5 Year
Up to \$24,999	ICB	ICB	ICB	ICB	ICB
\$25,000 - \$49,999	ICB	ICB	ICB	ICB	ICB
\$50,000 - \$74,999	ICB	ICB	ICB	ICB	ICB
\$75,000 - \$99,999	ICB	ICB	ICB	ICB	ICB
\$100,000 - \$124,999	ICB	ICB	ICB	ICB	ICB
\$125,000 - \$149,999	ICB	ICB	ICB	ICB	ICB
\$150,000 - \$174,999	ICB	ICB	ICB	ICB	ICB
\$175,000 or higher	ICB	ICB	ICB	ICB	ICB

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4.7 Special Rates For the Handicapped

4.7.1. Directory Assistance

There shall be no charge for up to fifty calls per billing cycle from lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of 50 within a billing cycle.

4.7.2. Hearing and Speech Impaired Persons

Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

4.7.3. Telecommunications Relay Service

For intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay service calls by 50 percent off of the otherwise applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent off of the otherwise applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply the per call charges such as a credit card surcharge.

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SECTION 5 – CONTRACTS AND PROMOTIONS

5.1 Contracts

At the option of the Company, Service may be offered on an ICB basis to meet the specialized requirements of Customers or to respond to competitive offers. The terms of each such ICB arrangement shall be mutually agreed upon between the Customer and Company and may include discounts off of the rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in this Tariff, or other customized features. The terms of such an ICB arrangement may be based partially or completely on a Term or volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Such ICB arrangements will be available to all similarly situated Customers for a fixed period of time following the initial offering to the first ICB Customer as specified in each ICB contract, subject to, in the Company's sole discretion, the Availability of facilities.

5.2 Promotions

- 5.2.1 From time to time, Company may, at its option, promote subscription or stimulate Service usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area and will comply with all applicable Commission regulations.
- 5.2.2 From time to time, subject to Commission rules, Company may demonstrate Service for potential Customers by providing free use of its Service on a limited basis for a period of time, not to exceed one (1) month. Demonstration of Service and the type, duration or quantity of Service provided shall be at the Company's discretion.
- 5.2.3 Promotional and other credits offered by Company in marketing its Services cannot be assigned. Such credits must be used by the Customer to whom they were offered or the Customer who earned them under the provisions of the offer.

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