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August 10, 2000

ORIGINAL

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RECORDS AND REPORTING

VIA OVERNIGHT DELIVERY

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

000000-PV

Re: Revisions to Florida PSC Tariff No. 1 of BroadBand Office Communications, Inc.
("BBOC")

Dear Sir or Madam:

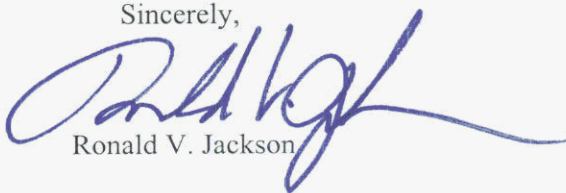
Enclosed are the original and seven (7) copies of BBOC's revised tariff pages, in the above-referenced docket, which amend BBOC's tariff (dated December 14, 1999) as follows:

- page 17 (adding Limitations of Liability language);
- page 18 (changing the word "installed" to the word "install");
- page 21 (adding Section 2.20.3 to prohibit the unlawful or improper use of service);
- page 24 (revising Section 3.5.3 to reduce minimum call duration for billing purposes from 1 minute to 30 seconds); and
- page 2 (updating the Check Sheet)

Please file the tariff pages in your usual fashion and return one (1) file-stamped copy to us in the enclosed envelope.

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

Sincerely,


Ronald V. Jackson

- APP _____
- CAF _____
- CMP _____
- COM _____
- CTR _____
- ECR _____
- LEG _____
- OPC _____
- PAI _____
- RGO _____
- SEC _____
- SER _____
- OTH _____

RVJ/jh

Enc.

cc:

Woody Traylor
BroadBand Office Communications, Inc.
Charles A. Hudak

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FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

09724 AUG 11 8

FPSC-RECORDS/REPORTING

CHECK SHEET

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

| <u>Sheet No.</u> | <u>Revision</u> | |
|------------------|-----------------|-----|
| 1 | Original | |
| 2 | First Revised | (T) |
| 3 | Original | |
| 4 | Original | |
| 5 | Original | |
| 6 | Original | |
| 7 | Original | |
| 8 | Original | |
| 9 | Original | |
| 10 | Original | |
| 11 | Original | |
| 12 | Original | |
| 13 | Original | |
| 14 | Original | |
| 15 | Original | |
| 16 | Original | |
| 17 | First Revised | (T) |
| 18 | First Revised | (T) |
| 19 | Original | |
| 20 | Original | |
| 21 | First Revised | (T) |
| 22 | Original | |
| 23 | Original | |
| 24 | First Revised | (T) |
| 25 | Original | |
| 26 | Original | |

Issued: August 11, 2000

Effective: August 12, 2000

ISSUED BY: Woody Traylor
Vice President of Regulatory Affairs
BroadBand Office Communications, Inc.
2900 Telestar Court
Falls Church, VA 22042-1206

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

2.16. Continuity of Service

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

2.17. Limitations of Liability

In order to protect the Company against fraud or to otherwise protect the Company's personnel, agents, facilities or services, the following limitations of liability shall apply:

(T)

2.17.1. Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services, functions, and products the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services, functions, and products furnished under this tariff. These limitations shall not limit any right the Company may have to be indemnified, defended, or held harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees), and consequential damages of such third persons.

2.17.2. The liability of the Company for damages arising directly or indirectly out of the furnishing of these services, functions, or products, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, functions, or products or arising out of the Company's failure to furnish the service, function, or product, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption. The Customer or Authorized User has the sole remedy of the extension of such allowances for interruption and the sole liability of the Company. The Customer shall not hold the Company liable for any indirect,

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special, consequential, exemplary or punitive damages a Customer may suffer, including lost business, revenues, profits, or other economic loss, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents, whether or not foreseeable, and regardless of notification by any party of the possibility of such damages.

- 2.17.3. The Customer shall not hold the Company liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.
- 2.17.4. The Customer shall not hold the Company liable for any act or omission by any entity furnishing to the Company or to the Company's Customers services or equipment used for or with the services the Company offers.
- 2.17.5. The Customer shall not hold the Company liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided services or equipment.
- 2.17.6. The Customer shall not hold the Company liable for the claims of vendors supplying equipment to the Customer, which vendor may install at premises of the Company, nor shall the Customer shall not hold the Company liable for the performance of said vendor or vendor's equipment. (T)

2.18. Use of Service for Unlawful Purposes

The Company furnishes the tariffed services subject to the condition that the Customer will not use the services for any unlawful purposes. Company shall not furnish service if any law enforcement agency, acting within its jurisdiction, advises that the Customer is using such services in violation of the law. If Company receives additional evidence giving reasonable cause to believe that the Customer is using such services in violation of the law, Company may discontinue or deny the services or refer the matter to the appropriate law enforcement agency.

2.19. Unauthorized Use

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

2.20. Abuse and Fraudulent Use of Service

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

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

2.20.3. Service shall not be used for any unlawful or improper use of the Company's facilities or service, or for any other purpose prohibited by this tariff or applicable law.

(N)

2.21. "900" and "976" Blocking

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

2.22. Other Company Charges

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

3.5. Timing of Calls

3.5.1. When Billing Charges Begin and End for Phone Calls

Chargeable time begins when connection is established between the calling station and the called station. The customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver, (*i.e.* when 2 way communications, often referred to as "conversation time" is possible). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

3.5.2. Chargeable time does not include time lost because of faults or defects in the connection.

3.5.3. Billing Increments

The minimum call duration for billing purposes is thirty (30) seconds for a connected call and calls beyond thirty (30) seconds are billed in six (6) second increments. (T)

3.5.4. Per Call Billing Charges

Billing will be rounded up to the nearest higher cent for each call.

3.5.5. Uncompleted Calls

There shall be no charges for uncompleted calls.