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ISG-Telecon Congultants

A DIVISION OF STARMIST COMMUNICATION DEPOSIT

DATE

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VIA Airberne Europe

Wednesday, January 13, 1999

Florida Public Service Commi Division of Can Certification and Compliance Section 2540 Shumerd Oak Boulevard Tallahassee, Florida 32399-0066

Re:\Attentic.un/Breathand, by Application for Original Authority

Dear Sir or Madam:

Please find exclosed siz (6) establish region of Adverts, but Broothand, fac Application for original Authority to provide Alternative Local Exchange Services within the State of Florida ("Application"), including the company's proposed tenth; and a \$2.50 th State St. This Application in filed in accordance with the roles of the Florida Police Service Community, Chapter 25-24, Section 25-24-510, and PSC/CMU 8 (11/95). Parsent to the exclosed polices for proposite enter; places find Atlantic set Broothand, Inc. financial states and contract to the same

Please acknowledge receipt of this Application by the samping and schuming the extra copy of the first page of the Application in the self-actionant, manyof correleps provided for this perpose.

Thank you, and please ing this Application or the Applicant, in general, to the undersigned.

Phone: (727) 730-5555 Faceballe: (727) 755-5556 E-Malt Info@leg-hal

ISP to ISP/CLEC Turn-Key Solutions, REIT to REIT/CLEC Turn-Key Solutions, Business Case Madela, Tariffo, Interacionest Agreemente, Egulprisis Salection & Deplaymente, VelP NOGUMENT NUMBER - DATE Full Back-Office (egylomentesione, Leading and Telecom Infractructure Funding 00028 MAN 14 2

BFFORF THE PUBLIC SERVICE COMMISSION OF THE STATE OF FLORIDA

In the Matter of the Application)		
of Atlantic Net Broadband, Inc.)		
for Original Authority to Provide)	Docket No.	
Alternative Local Exchange)		
Services Within the State of Florida			

APPLICATION FOR AUTHORITY

Atlantic.Net Broadband, Inc. ("Applicant" or "Atlantic.Net"), pursuant to Chapter 25-24, Section 25-24.810, Rules of the Florida Public Service Commission, hereby files an Application for Original Authority to Provide Alternative Local Exchange Services within the State of Florida ("Application") with the Florida Public Service Commission ("Commission"). In support of its Application, Applicant provides the following information in accordance with Florida Public Service Commission Form PSC/CMU 8 (11/95):

- Applicant requests Original Authority to operate as an alternative local
 exchange company providing resold and facilities-based local exchange services throughout the
 State of Florida, with intention of commencing service in the existing service areas of BellSouth,
 GTE and Sprint/United/Centel.
 - Applicant's legal name is Atlantic. Net Broadband, Inc.
 - 3 and 4. Applicant will be doing business as Atlantic. Net Broadband, Inc.
- 5A and B. Information concerning Applicant's national and Florida office is as follows:

2815 Northwest 13th Street, Suite 201 Gainesville, Florida 32609

Telephone: 352.375.2912 Facsimile: 352.375.2702

- Applicant is a privately-held corporation incorporated under the laws of the State of Florida on October 14, 1998. Applicant's Articles of Incorporation are submitted as Exhibit A.
- 7. Not applicable. Applicant is not an individual, partnership, or joint venture.
- 8. No officers, directors or any of the ten largest shareholders have previously been adjudged bankrupt, mentally incompetent, or found guilty of a felony or of any crime. No proceedings are pending against any officers, directors, or shareholders that may result in such a finding.
- Applicant's corporate charter number is P98000087925. See attached
 Exhibit A.
- 10. Correspondence and communications concerning this Application and price list should be directed to Applicant's regulatory consultant:

Ms. Tamra Burgwardt, CEO ISG-Telecom Consultants 2494 Bayshore Blvd., Suite 204 Dunedin, Florida 34694

Telephone:

727-738-5553 727-738-5554

Facsimile: E-mail:

burgwardt@isg-telecom.com

- 11. Applicant is not providing and has not applied for local exchange or alternative local exchange authority in any other state.
 - Applicant has not been denied certification in any state.
 - No penalties have been imposed against the Applicant in any state.
- 14. Any customer service related issues may be addressed to the Applicant's customer service department via a toll-free number. If an issue cannot be satisfactorily resolved

at the initial level, the customer may request that a customer service supervisor review the matter.

- 15. In accordance with Commission Rule 25-24.825, Applicant's price list is attached as Exhibit B.
- ability to offer alternative local exchange services in the State of Florida, the un-audited income statement and balance sheet of Applicant's sister organization, Internet Connect Company, are attached as Exhibit C. These documents are verified correct by Applicant's Director of Operations and are presented in lieu of audited financial statements. As a start-up venture, Applicant requests that the Commission except the financial statements of its parent company. Additionally, as the nature of these documents is highly confidential and of potential benefit to Applicant's competitors, pursuant to Applicant's attached Motion for Protective Order, these documents are submitted under protective scal.
- 16B. <u>Managerial Capability</u>. Applicant's officers have been directly responsible for Applicant's success as an internet service provider. A summary of the management experience of Applicant's senior officers is attached as Exhibit D.
- 16C. Technical Capability. As indicated by Exhibit D, Applicant's officers have experience in both telecommunications and internet services. Accordingly, Applicant believes it has the necessary technical ability to provide alternative local exchange services, including Plain Old Telephone Service ("POTS"), Integrated Services Digital Network ("ISDN"), and directory assistance. To the extent that Applicant will operate as a reseller of local exchange services, Applicant will rely on the technical ability of its underlying carriers.

- 17. Commission approval of the instant Application will enable Applicant to offer the following long-term benefits to the public:
 - A. greater value to subscribers through lower-priced, better quality services;
 - B. innovative telecommunications services, including turnkey solutions for local and internet service;
 - C. increased consumer choice in telecommunications service;
 - D. efficient use of existing telecommunications resources, as well as increased diversification and reliability in the supply of telecommunications services; and
 - E. an additional tax revenue source for the State of Florida.
- 18. Applicant will comply with all the rules and regulations of the Commission and will respond to any Commission request for further information or evidence regarding Applicant's proposed services.

WHEREFORE, Atlantic.Net Broadband, Inc. respectfully requests that the Florida Public Service Commission grant it Original Authority to Provide Alternative Local Exchange Services within the State of Florida.

Respectfully submitted this 18 day of November, 1998.

Atlantic.Net Broadband, Inc.

By:

Ianoj Puranik

President/Chief Executive Officer
2815 Northwest 13th Street, Suite 201
Gainesville, Florida 32609

Telephone. 352.375.2912 Facsimile: 352.375.2702

Applicant's regulatory consultant:

Ms. Tamra Burgwardt, CEO ISG-Telecom Consultants 2494 Bayshore Blvd., Suite 204 Dunedin, Florida 34694

Telephone: 727-738-5553 Facsimile: 727-738-5554

E-mail: burgwardt@isg-telecom.com

AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF ALACHUA)

By my signature below, I, Manoj Puranik, 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 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."

Manoj Paranik

President/Chief Executive Officer

Atlantic.Net Broadband, Inc.

Subscribed and sworn to before me this 18th day of November, 1998.

Notan Public in and for the State of Florida,

residing at: 11717 5.R. 235

Alachna FL 32416



My commission expires 500 10, 1999

J. Scott Dunn





BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF FLORIDA

In the Matter of the Application)	
of Atlantic.Net Broadband, Inc.)	
for Original Authority to Provide)	Docket No.
Alternative Local Exchange)	
Services Within the State of Florida	ì	

LIST OF EXHIBITS

EXHIBIT A	ARTICLES OF INCORPORATION

EXHIBIT B PRICE LIST

EXHIBIT C FINANCIAL STATEMENTS

EXHIBIT D MANAGEMENT EXPERIENCE

EXHIBIT A

ARTICLES OF INCORPORATION

(Attached)

ARTICLES OF INCORPORATION

OF

ATLANTIC.NET BROADBAND, INC.

We, the undersigned incorporators, hereby make, subscribe, acknowledge and file with the Secretary of State of Florida, these Articles of Incorporation for the purpose of forming a corporation for profit in accordance with the laws of the State of DVISION OF CONTROL OF

The name of the corporation shall be ATLANTIC.NET BROADBAND, INC.

ARTICLE II

Nature of Business

The nature of the business to be transacted by this corporation is:

To engage in any activity or business permitted under the laws of the United States of America and of the State of Florida.

ARTICLE III

Capital Stock

The total number of shares of capital stock authorized to be issued by the corporation shall be one thousand (1000) shares having no par value common. All stock when issued shall be non-assessable.

ARTICLE IV

Capital to Begin Business

The amount of capital with which this corporation will begin business will be Five Hundred and 00/100 Dollars (\$500.00).

ARTICLE V

Existence of Corporation

This corporation shall have perpetual existence.

ARTICLE VI

Beginning of Corporate Existence

The date corporate existence shall begin shall be October 15, 1998.

ARTICLE VII

Management by Stockholders

The business of this corporation shall be managed by its stockholders rather than a Board of Directors. In the management of the business of the corporation, the act of the stockholders representing a majority of the outstanding shares of the corporation entitled to vote, represented in person or by proxy, shall be the act of the stockholders. Each stockholder shall be entitled to vote in person or by proxy, for each share of voting stock held by him. A majority of the outstanding shares of the corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at any meeting of the stockholders for the management of the corporation.

ARTICLE VIII

Principal Office

The initial street address of the principal office of this corporation shall be 2815 NW 13th Street, #201. GAINESVILLE, FL 32609.

ARTICLE IX

Subscriber

The name and address of the subscriber to these Articles of Incorporation is:

Manoj Puranik 2815 NW 13th Street, #201 Gainesville, FL 32607

Jose Sanchez 2815 NW 13th Street, #201 Gainesville, FL 32609

ARTICLE X

Registered Agent and Office

The name and address of the Registered Agent and Registered Office to accept service of process within the State is:

Manoj Puranik 2815 NW 13th Street, #201 Gainesville, FL 32609

ARTICLE XI

Amendments

These Articles of Incorporation may be amended in the manner provided by law. Every amendment shall be approved at a Stockholders meeting by a majority of the stock entitled to vote.

IN WITNESS WHEREOF, the undersigned, has executed these Articles of Incorporation for the uses and purposes therein stated this day of September, 1998.

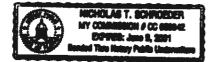
Manoj Puranik

Jose Sanchez

STATE OF FLORIDA COUNTY OF ALACHUA

Personally appeared before me, the undersigned authority, Manoj Puranik, being well known (Identified by his Florida Drivers License) and did take an oath, acknowledged before me that he is a party to the foregoing Articles of Incorporation, and further acknowledges the Articles of Incorporation to be his free act and deed as the Signer thereof, and that the facts stated therein are true.

WITNESS, my hand and official seal at Gainesville, Florida, this 22 May of September, 1998.



Notary Public

My commission expires:

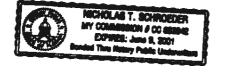
STATE OF FLORIDA COUNTY OF ALACHUA

Personally appeared before me, the undersigned authority, Jose Sanchez, being well known (Identified by his Florida Drivers License) and did take an oath, acknowledged before me that he is a party to the foregoing Articles of Incorporation, and further acknowledges the Articles of Incorporation to be his free act and deed as the Signer thereof, and that the facts stated therein are true.

WITNESS, my hand and official scal at Gainesville, Florida, this May of September, 1998.

Notary Public

My commission expires:



Nov 19 98 11:33a

J. Scott Dunn

(770)516-6328

p. 10

EXHIBIT B

PRICE LIST
Tariff
(Attached)



FINANCIAL STATEMENTS

The verified financial statements of Applicant's sister organization, Internet Connect Company, are attached hereto. Applicant considers these financial statements to be proprietary and confidential. The data contained in these documents reveal the size, nature, and scope of Applicant's sister organization's financial operations to competitors and potential competitors. Therefore, pursuant to Applicant's Motion for Protective Order, Applicant requests that the Commission treat Applicant's sister company's financial statements as proprietary, to maintain the confidentiality of the data contained therein. These financial statements are submitted under protective scal, accordingly.

(770)516-6329

VERIFICATION OF FINANCIAL STATEMENTS

STATE OF FLORIDA)	
)	S
COUNTY OF ALACHUA)	

I, Justin Sanford, being first duly swom and deposed, state that I am Director of Operations for Atlantic. Net Broadband, Inc., the Applicant in this matter, and am authorized to make this verification; that I have read the foregoing financial statements and know the contents thereof; and as to those matters that are therein stated on information or helief, I helieve them to be true.

Justin Sanford

Director of Operations

Atlantic.Net Broadband, Inc.

Subscribed and sworn to before me this 19 day of November , 1998.

Northy Public in and for the State of Florida,

residing at:

11717 SR 235

Alachua FL 32616

My commission expires 9/10/99

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA. NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In compliance with Section 48.091, Florida Statutes, the following is submitted:

ATLANTIC.NET BROADBAND, INC., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business at 2815 NW 13th Street, #201, GAINESVILLE, FL, 32607, has named, MANOJ PURANIK located at 2815 NW 13th Street, #201, GAINESVILLE, FL 32609, as its agent to accept service of process within Florida.

Manoj Puranik, President
Date: 9/22/98

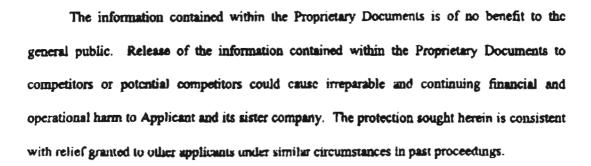
1/22/40

Having been named to accept service of process for the above stated corporation, at the place designated in this certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Manoj Puranik, Registered Agent

Date: 9/22/98

Nov 18 88 11:34a



CONCLUSION

WHEREFORE, Applicant respectfully submits that there is substantial basis for restricting public disclosure of its financial statements, and therefore, requests that the Proprietary Documents be withheld from public inspection.

Respectfully submitted this 18 day of note, 1998.

Atlantic.Net Broadband, Inc.

By:

Manoj Puranik

President/Chief Executive Officer 2815 Northwest 13th Street, Suite 201

Gainesville, Florida 32609

Telephone:

352.375.2912

Facsimile:

352.375.2702

Applicant's regulatory consultant:

Ms. Tamra Burgwardt, CEO ISG-Telecom Consultants 2494 Bayshore Blvd., Suite 204 Dunedin, Florida 34694

Telephone:

727-738-5553

Facsimile:

727-738-5554

E-mail: burgwardt@isg-telecom.com

EXHIBIT D

MANAGEMENT EXPERIENCE (Attached)



EDUCATION: (top notch private all girls' elementary and high school as basis for higher education)

1988	MBA - Marketing (Magna Cum Laude)	University of Phoenix, Phoenix, Arizona
1981	BA - major: Public Affairs (Area Major) Academic Honors Program	University of Denver, Denver, Colorado
1981	BA - majors: Economics and American History Academic Honors Program	University of Denver, Denver, Colorado

(NOTE: both degrees were earned in the same 4 year period - maximum overloads the whole time. Founded a chapter of a national scrority and was active in many campus activities as well as serving on the National Ski Patrol at one of the major ski areas.)

EXPERIENCE:

3/98 to Present ISG-Telecom Consultants, Int'L

Atlanta, GA

Chief Executive Officer

As CEO I am responsible for handling all CLEC setup, tariff strategies and writing, interconnection and resale agreements, overall project management

3/97 to 3/98 GE Capital Commercial Direct (GE Exchange)

Atlanta, GA

Vice President - Telecommunications Products

Implemented CLEC status in Massachusetts, negotiated contract to eliminate \$1.6 million penalty to GE on dispute over Centrex line and NRBS line provisioning under former Access America contracts and replaced platform with more profitable resale lines. Educated fellow management on options and recommendations to compete in existing markets (step to resale platform ASAP) and devised "CLBC appearance" pilot to prove in next strategy for GE to get to a more profitable arrangement than their Centrex resale "network". Advised on acquisition planning to make major move to telecommunications and began to investigate the creation of GE internal telecommunications services onto a resale and eventual CLBC basis for worldwide services. Complete P&L responsibility for Ameritech and NYNEX operations.

12/95 to 3/96 MFS Communications, Inc.

Oakbrook Terrace, Illinois

Sr. Director - Strategic Network Initiatives

Duties expanded to include more project management of specialty or complicated implementations, network construction route planning, city/community ROW negotiations, sales and marketing coordination & training, project P&L as well as financial analysis in project planning. Market management and previous duties also carried forward in more of a supervisory espacity with additional staff added to head up various initiatives on a national basis (i.e. resale, billing support, carrier relations, etc.)

Sr. Manager - Local Service Implementation

Handled all negotiations, agreements, 2 major RBOC interconnection arrangements, and implementation of switch and central office equipment as well as the integration of MFS ordering, billing, and provisioning systems, technical preparedness and escalation of installation problems and hand off to marketing and sales support functions with Ameritech. Refinement of interconnection details (after negotiating our regional agreement), implementation procedures, and negotiating state by state wholesale Centrex, business line, trunk, usage, features and other service element resale agreements in all Ameritech states. I also negotiate billing dispute resolutions, interpretations of agreements. Recently, asked to either help other negotiators/implementation managers and was selected to represent MFS with another major national telephone company to negotiate for interconnection, resale, and local service implementation on a national basis.

achester, New York

This was a trial to have data to sell the concept and consulting set-up/licensing to telephone companies for use in their directories. It was intended to be the intermediate step to the electronic directory and it worked VERY well. Just when I was putting together my presentation materials to take to the telcos, a recruiter called me for the MFS opportunity. This is an excellent example of my entrepreneurial approach and visionary ideas.

11/91 to 1/94 Frontier Communications (Rochester Telephone) Rochester, NY Sr. Manager - Local Telephone Service Planning

Many facets of small telephone companies had to be addressed including cross marketing of switched based services, sales training, product design and deployment, and directory. Full P & L responsible for 49 directories totaling \$23 million in gross revenue. Fully responsible for all financial impacts including the sales, production specifications, P&L, and vendor contract negotiations in addition to my other marketing duties. These companies with were the small subsidiaries away from the Rochester area.

2/85 to 11/91 Southwestern Bell Corporation

(various locations)

Ad/Vent Information Services - (subsidiary of SWBYP)

Denver, Colorado

2/85 Sales Representative -

Achieved 345% of objective first year and 215% the next year. Promoted after 17 months on the job. Sales sites included 6 month average stay in Denver, Salt Lake City, Albuquerque, El Paso, San Diego, and Chicago northwest suburbs.

7/86 Sales Manager -

Southern California

Based in Anaheim in Orange County, supervised a sales crew of 8, trained them beyond the basic corporate training program, coached and motivated them, and supervised their activities to both comply with the company's standards of behavior and performance as well as preventing paperwork or process errors to minimize customer complaints. Promoted to roll out new 4-color "magazine" type of product.

3/87 National Sales Manager - Specialty Sales (New Product Launch)

Handled regular sales via sales manager supervision and specialty sales reps. Created a training program and taught reps to sell a new product which I had a big part in creating. Program of the 4-color product became more successful than the underlying product with sales people. Top reps requested transfer to my team. Transferred to the main SWBYP corporate structure (only 12 managers of 400 in Ad/Vent Info Services were selected for this distinction.)

Southwestern Bell Yellow Pages

8/88 Manager - Specialty Sales

Oklahoma City, Oklahoma

Despite the title, this was a promotion. Continued with the introduction of the 4-color product in the Southwestern Bell 5 state YP area. The sales force there, however, was unionized and there was a difficulty in roll-out that changed the product and the sales program that I had established significantly. Requested a transfer to marketing.

9/89 Sr. Market Manager - Oklahoma/Arkansas

Oklahoma City, Oklahoma

Handled all of the directory scoping decisions, plans, implementation, sales roll-out, and new product development for the states of Arkansas and Oklahoma. Saved \$2.6 in production costs and built gross revenue by 36% in the non-major market directories. When my home burned down in October of 1991. Chose to take an early retirement offer and move back to be near my family for a while (Rochester, NY)

7/81 to 1/85 Richey Frankel & Company

Denver, Colorado

Assistant Trader/Research Director/State Registrations & Legal Administrator

Boutique brokerage firm in the hey-day of the penny-stock market. I was involved in every facet of the securities work: due diligence, promotional research reports, and underwriting process. I also set up a Trust Department for a non-bank trustee by researching the appropriate CFR and filing with the IRS (Saved about \$25,000 in legal fees). Fun job, but I wasn't making enough money and I wanted to learn how to sell since everything in life is a sales job.

ACCOMPLISHMENT HIGHLIGHTS:

- *** Negotiated on MFS team of 4 the telecommunications industry's first complete CLEC/ILEC Interconnection Agreement on behalf of MFS and Ameritech for Region wide co-location and interconnection
- *** Completely project managed the installation and turn-up of MFS's switches and CO Colloctions from planning thru execution to testing and sales/operations turnover in all Ameritech territory.

 Since these were the first interconnections for Ameritech too, I experienced first hand the pitfalls, loop holes, Ameritech tactics for delay, operational snafus, problem resolution, billing irregularities and tactics, etc.
- *** Created the standard Ameritech/CLEC Operational Implementation Plan (aka Joint Operations Plan) to clarify such things as billing understandings/procedures, revenue sharing on INP access fees, escallation procedures, network maintainence and monitoring for interconnected carriers, and other critical details to enable smooth operations and network turn-up/build out. This is now the Ameritech standard document with CLECs.
- *** Negotiated (with Regulatory Manager) the first Interconnection Agreement with Sprint Telephone for the Illinois and Florida Sprint ILEC service areas. Illinois agreement was then modified to be basis for the National Sprint Interconnection Agreement with MFS Worldcom.
- *** Sorted through Centel territory (Sprint ILEC territory in Illinois prior to sale of territory to Ameritech very recently) operations, interconnection procedures (they didn't have a clue how to do it nor what their network would be capable of doing! it was like playing both sides of a card game!), and collocation activities. Utilized loop hole in Ameritech agreement to benefit MFS financially as well as averting an MFS capacity problem while enabling new line sales in Sprint operating territory.
- *** Learned switching technology and line & features marketing by managing 52 little telcos for Frontier Communications. Often these telcos were rural and over managed for the number of access lines they controlled. Switches (often old cross bars!) were replaced by backhauling several geographically situated telcos to a central 5ESS and trunking the LD onto the Frontier network. Later I used this knowledge and experience with MFS to plan a Cleveland backhaul to Detroit and Indianapolis backhaul to Chicago to get into business prior to local switch site readiness and enable sales for 6 months prior to local switch turn-up.
- *** Launched four-color advertising prduct in directories in early 1987 before they became a fixture in most directories. Achieved operating profitability and continuously overachieved in national sales objectives. New product Isunch in traditional SWB territory was hampered by unionized sales force compensation plan which prevented incentive sales compensation. Later, my product development and Isunch skills were utilized in my own Fax Shopping Network business in Rochester.

MANOJ PURANIK 2815 NW 13th St #201 Gainesville, FL 32609 e-mail: mp@atlantic.net

POSITION

President/CEO, Atlantic.NET Broadband. Operations and staff Authority for executing on business plans.

RELATED EXPERIENCE

Internet Connect Company
Gainesville, FL

June 1994-Present

Founded and currently operate as President/CEO. Internet Service Provider serving 26 cities. Managed day-to-day activities, as well as created back-end software.

Management Experience:

- Founded core team, took company from zero to multi-million dollar enterprise.
- Internet Connect Company recognized on Florida 100; fastest growing private-companies in Florida
- Managed exponential growth from 2 to 40+ personnel.

Technical Experience:

IOS, Unix, C/C++, Perl4/Perl5, HTML, HTTP, UNIX (POSIX/SYSV), Windows (NT/3.1/95/98), Ethernet, TCP/IP, Frame-Relay, ATM, ISDN, MS. Office, Shell (Bourne/Korn C)

- Conceived and implemented back-end network for 10,000 user WAN; also developed WAN network protocols for remote access user authentication.
- Selected hardware/software offerings from vendors for scalable growth
- Maintained day-to-day operations during inception period (94/95)
- Regularly read technical journals to keep abreast of latest developments.

EDUCATION

University of Florida . . . Gainesville, Florida B.S. Studies College of Business Administration Decision and Information Sciences, 94/95, 97-Present

Christopher B. Wilson

2801 NW 23rd Boulevard, G-S0 • Gainesville, FL 32605 • 352-380-9468 • cbw@atlantic.net

Education

University of Florida, Gainesville, FL

Pursuing BS in Decision Information Sciences, anticipated graduation 2001

Work Experience

Internet Connect Company, Inc.

Network Engineer, May 1997 - present

Designed and implemented a statewide TCP/IP network consisting Cisco routers. Deployed statewide dial-up access systems consisting of Cisco AS5x00 and Lucent/L vingston access servers. Provided installation support to leased-line customers including network provisioning. Responsible for developing and implementing internal and external routing policies using OSPF and BGP. Designed software to be utilized by billing, engineering, customer service, marketing, and other corporate departments. Currently designing statewide voice telecommunications network for subsidiary company.

Gateway Telecommunications, Inc.

Chief Technica: Officer, January 1994 - May 1997

Responsible for the design and deployment of dial-up Internet access, web hosting, dedicated Internet access circuits and telecommunications services. Maintained Solaris, SunOS, and FreeBSD servers. Provided sales engineering to design Internet solutions for customers. Experience with Cisco routers, Livingston Portmasters, data communications equipment, UNIX, circuit switched and packet switched networks.

Skills

- Designing reliable, high-speed data and voice networks
- Implementing and debugging Cisco routers and routing protocols
- Implementing scalable designs for Internet back-end services
- Coordinating the development of new service offerings between departments
- ullet Familian with many programming languages and operating systems, including UNIX and Windows $oldsymbol{N}^{ op}$

Data networking technologies: Cisco routers and access servers, Cisco IOS technologies, PPP/SLIP, Livingston/Lucent Portmasters, ComOS, BGP4, OSPF, RIP, 3Com switches, TI/T3 CSU/DSUs, catagory 5 premises wiring

Telecommunications technologies: T1 and T3 transmission systems, ISDN BRI and PRI, traditional switched services, Frame Relay, electronic switching systems, PBX and digital key telephone systems, voicemail systems, ACD systems.

Certifications

Currently pursuing Cisco Certified Internetworking Expert certification

Memberships

USENIX, SAGE (System Administrators Guild)

JUSTIN D. SANFORD 2815 NW 13th Street Suite 201 Gainesville, FL 32609 (352) 375-2912 x4374

e-mail: isanford@atlantic.net

POSITION

Director of Operations Atlantic. Net Broadband, Inc. Responsible for day to day operations. purchasing, and resource allocation.

COMPUTER SKILLS

C/C++, COBOL, PERL, HTML, SQL, UNIX, Windows NT, Windows 3.x, Windows 95, Cisco IOS, Ethernet, Token Ring, TCP/IP, IPX, Frame Relay, ISDN, X.25, ATM, HP OpenView, Peachtree Accounting, Microsoft Office.

RELATED EXPERIENCE

Internet Connect Company

Dec.1995 to Feb.1997/ July1998 to present

Gainesville, Florida

Initially hired as a Network Administrator with responsibility for system administration and installation of POP's, modems, terminal servers, administering a 2,000 user WAN and setup/operation of Microant SOL server.

Promoted to Operations Manager, responsible for provisioning circuits, customer service, scheduling/supervising staff of 41 employees, budgeting, and coordinating company activities.

Accomplishments include:

produced technical support manual for new users

produced sales brochure
Negotiated contracts and provisioned circuits with telecommunications companies including Sprint, GTE, BellSouth, MCI, IXC, ICI, MFS, and GRU. managed move of HQ from 2500 sq. ft to 5100 sq. ft. facility

design and implementation of http://www.atlantic.net

instrumental in contributing to the company's 12 %/month growth rate

AT&T Business Information Solutions North Florida Branch Commercial Markets Orlando, Florida

Data Network Account Executive, sales consultant on WAN data networking products to new and existing customers in North Florida for the commercial markets strata.

Accomplishments include:

promoted in salary grade and salary merit increase.

developed and delivered educational presentations on data networks to the North Florida branch Voice Account Executives.

AT&T Solutions

February 1997 to November 1997

November 1997 to July 1998

Global Client Support Center (GCSC) Research Triangle Park, North Carolina

Senior Technical Associate, responsible for configuration, system administration, monitoring and coordinating client care of multiple customer LAN/WANs on the MNS (Managed Networks Solutions) team.

Accomplishments include:

lead a team in the development and analysis of performance metrics and participated in the management of various quality improvement efforts.

conducted presentations to prospective clients on the capabilities and organizational culture of the GCSC.

successfully completed course work on project management and the configuration and trouble resolution of Cisco and Bay networking equipment. produced several labor productivity analysis reports of the GCSC for upper management.

EDUCATION

University of Florida . . . Gainesville, Florida

Post Baccalaureate Studies College of Business Administration

Decision and Information Science, 1995/96
Bachelor of Arts College of Liberal Arts and Science, August 1995

Minor: Business Administration

P.S.C. Tariff No. 1 Original Title Sheet

FLORIDA TELECOMMUNICATIONS TARIFF

QΕ

Atlantic.Net Broadband, Inc.,

2815 Northwest 13th Street, Suite 201, Gainesville, Florida 32609

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICE

This Tariff contains the rates applicable to the furnishing of local exchange telecommunications services provided by Atlantic.Net Broadband, Inc. ("Atlantic.Net Broadband") within the State of Florida. This Tariff is on file with the Florida Public Service Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business: 2494 Bayshore Blvd., Suite 204 Dunedin, Florida 34698.

Issued: January 12, 1998

Issued By:

Effective Date:

CHECK SHEET

The Title Sheet and Sheets 1 through 36 inclusive of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Revised sheets as named below contain all changes from the original filing that are in effect on the date listed.

SHEET	REVISION	SHEET	REVISION
1	Original	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original	25	Original
6	Original	26	Original
7	Original	27	Original
8	Original	28	Original
9	Original	29	Original
10	Original	30	Original
11	Original	31	Original
12	Original	32	Original
13	Original	33	Original
14	Original	34	Original
15	Original	35	Original
16	Original	36	Original
17	Original		•
18	Original		
19	Original		
20	Original		

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Effective Date:

CHECK SHEET

The Rate Sheets 1 through 35 attached to this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Revised sheets as named below contain all changes from the original filing that are in effect on the date listed.

RATE SHEET	REVISION
i	Original
2	Original
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

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

- (C) To signify change in regulation
- (D) To signify a deletion
- (I) To signify a rate increase
- (L) To signify material relocated in the Tariff
- (N) To signify a new rate or regulation
- (R) To signify a rate reduction
- (T) To signify a change in text but no change in rate or regulation

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TARIFF FORMAT

- A. Sheet Numbering Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, occasionally, when a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers Revision numbers also appear in the upper right corner of each 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. Because of various suspension periods, deferrals, etc. the Commission follows in their Tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence There are nine levels of paragraph coding. Each level of code is subservient to its next higher level:

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

D. Check Sheets - When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the sheets contained in the Tariff with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by and asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

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P.U.C. Tariff No. 1 Original Sheet No. 8

APPLICATION OF TARIFF

This Tariff governs Company local exchange services originating and terminating at points within the State of Florida for BellSouth exchanges.

P.U.C. Tariff No. 2 the rates and charges applicable to GTE exchanges. P.U.C. Tariff No. 3 governs the rates and charges applicable to Sprint/Centel/United exchanges.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Account Code:

A numerical code, one or more of which are available to a Customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

Add:

The addition of a vertical service to existing equipment and/or service at one location.

Authorized User:

A person, firm, corporation, or other entity that either is authorized by the Customer to use local exchange service or is placed in a position by the Customer, either through acts or omissions, to use local exchange service.

Business Service:

A service which conforms to one or more of the following criteria:

- A. used primarily for commercial, professional, or institutional activity; or
- B. the service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
- C. the service number is listed as the principal or only number for a business in any telecommunications directory; or
- D. the service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Call Forwarding:

A CENTREX or local exchange feature which permits the station user to have his incoming calls transferred automatically to any station in the CENTREX or other access line.

Call Forwarding - Busy Line:

A CENTREX service optional feature which automatically routes incoming central office trunk calls to the attendant when called station is busy.

Calling Area:

See "Local Service Area".

Call Hold:

A CENTREX feature which permits any call in progress to be "held" by dialing a code, thus freeing the line for the purpose of originating another call.

Call Pickup:

A CENTREX feature which enables a station user to answer incoming calls directed to other stations within his own pickup group by dialing a code.

Called Station:

The terminating point of a call (i.e., the called number).

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P.U.C. Tariff No. 1 Original Sheet No. 11

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Call Transfer-Individual:

A CENTREX feature which permits a station user to transfer a misdirected call or any call in progress without the assistance of the attendant. This feature is available on incoming central office calls only, unless specified as Call Transfer-Individual-All Calls. Call Transfer-Individual is not available at Centrex II satellite installations.

Called Station:

The terminating point of a call (i.e., the called number).

Calling Card:

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

Carrier or Common Carrier:

Any individual, partnership, association, corporation or other entity engaged in intrastate communications for hire by wire or radio between two or more exchanges.

CENTREX Type Services

Central office based non-transport arrangements which permit abbreviated internal calling, and outward calling from station lines associated with CENTREX Service, \$\mathbb{E}_1\$ Service, PBX service, Digital T-1.

Channel Terminal

The term "Channel Terminal" denotes that portion of a service required to terminate within a central office, the interoffice or interexchange transmission system.

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A communications path between two or more points of termination.

Commission:

Florida Public Service Commission

Change:

Includes the rearrangement or reclassification of existing service at the same location.

Company:

Atlantic.Net Broadband ("Atlantic.Net Broadband")

Credit Card:

A valid bank or financial organization card, representing and account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

Customer:

The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

Dedicated Access:

Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

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Disconnect or Disconnection:

The termination of a circuit connection between the originating station and the called station or the Company's operator.

Exchange

A central office or group of central offices, together with the Customer's stations and lines connected thereto, forming a local system which furnishes means of telephonic intercommunication without toll charges between subscribers within a specified area, usually a single city, town or village. When an exchange includes only one central office, it is termed a single office exchange, but when it includes more than one central office, the exchange is termed a multioffice exchange.

Exchange Service Area

The territory, including the base rate, suburban and rural areas served by an exchange, within which local telephone service is furnished at the exchange rates applicable within that area.

Exchange Service

The general telephone service rendered in accordance with tariff provisions. Exchange service is a general term describing as a whole the facilities provided for local intercommunication, together with the right to originate and receive a specified or an unlimited number of local messages at charges in accordance with the provisions of this Tariff.

A. Flat, and Message, and Measured Rate

1. Flat Rate Service: A classification of exchange service for which a stipulated charge is made, regardless of the amount of use.

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- 2. Message Rate Service: A classification of noncoin box exchange service which is charged for on the basis of amount of use.
- 3. Measured Rate Service: A classification of exchange service which is charged on the basis of local usage, as determined by the number of calls, the duration of the calls, the distance of the calls and the time of day the calls are placed.

B. Individual Line

Individual Line Service: A classification of exchange service which provides that only one Exchange Access Line shall be served by the line connecting such Access Line with the central office or other switching unit.

C. Foreign Central Office Service: A classification of exchange service furnished to a subscriber in a multioffice exchange from a central office other than the one from which service would normally be furnished.

Extended Area Service:

A type of telephone service furnished under tariff provisions whereby subscribers of a given exchange may complete calls to and, where provided by the tariff, receive messages from one or more exchanges without the application of long distance message telecommunications charges.

Holidays:

Holidays include New Year's Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November) and Christmas Day (December 25).

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Integrated Services Digital Network ("ISDN"):

Integrated Services Digital Network ("ISDN") is a network architecture supporting Digital Telecommunications services which are user selectable through a common access at a standard interface.

Kbps:

Kilobits per second, denotes thousands of bits per second.

LATA:

A Local Access and Transport Area ("LATA") is a geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

Link:

The term "Link" refers to the use of a single local channel and/or an interoffice/interexchange channel as one segment (partial channel) of a 2 point or multipoint arrangement when at least one other segment of the service arrangement is served by Atlantic.Net Broadband Link service, Atlantic.Net Broadband Link channel service, Atlantic.Net Broadband Flex service or Atlantic.Net Broadband Gate service.

Local Exchange:

A geographic area within which the local telephone company provides telephone services and/or facilities that are not subject to a toll charge.

Local Exchange Carrier:

A Company which furnishes local exchange telecommunications service.

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P.U.C. Tariff No. 1 Original Sheet No. 16

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Message Unit:

One message unit equals (1) minute.

Move:

The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building.

Premises:

A building or buildings on contiguous property, not separated by a public highway or right-of-way.

Distinctive Ring Service:

This service will allow a subscriber to have up to three telephone numbers associated with a single line. A distinctive ringing pattern is provided for each additional telephone number to facilitate identification of incoming calls.

Service Line:

A two-way business individual line, a dial PBX access line, a Centrex Type Services main access line, or an extension of any of the before mentioned, which is required for testing of certain services provided by the Company and which is to be billed at the existing tariff rate.

Speed Calling:

A private branch exchange, CENTREX or local exchange feature which permits the station dialer to reach other stations by abbreviated dialing.

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Station:

Each telephone on a line where no telephone associated with the line is provided on the same premises and in the same building; the first termination in station key equipment or a jack for use with a portable telephone.

Three-Way Calling:

A Centrex Type Services or local exchange feature which permits a station user to add another station to an existing call.

Trunk:

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

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SECTION 2 – RULES AND REGULATIONS

2.1. UNDERTAKING OF COMPANY

- 2.1.1. Company's services are furnished for telecommunications originating and/or terminating in within the State of Florida.
- 2.1.2. Company is a facilities-based provider of telecommunications to Customers for their direct transmission and reception of voice, data and other types of communications.
- 2.1.3. Company provides access, switching, transport and termination services provided by telecommunications carriers.
- 2.1.4. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.5. Request for service under this Tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.

2.2. LIMITATIONS

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or service and subject to the provisions of this Tariff.
- 2.2.2. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.3. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.

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- 2.2. LIMITATIONS, Continued
- 2.2.4. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.5. The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment.
- 2.2.6. The Company reserves the right to refuse an application for service by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until this indebtedness is satisfied.
- 2.3. USE
- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which it is technically suited.
- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.
- 2.3.3. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.

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- 2.3. USE, Continued
- 2.3.4. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.
- 2.3.5. Recording of telephone conversations of service provided by the Company under this Tariff is prohibited except as authorized by applicable federal, state and local laws.
- 2.3.6. Service will not be used to call another person so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten or harass the called party.
- 2.3.7. Service will not be used in any manner which interferes with other persons in the use of their service, prevents other persons from using their service or otherwise impairs the quality of service to other Customers.
- 2.3.8. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

2.4. LIABILITIES OF THE COMPANY

2.4.1. The liabilities of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur. For the purpose of computing such amount a month is considered to have thirty (30) days. In no event will the Company be responsible for consequential damages for lost profits suffered by a Customer or end user as the result of interrupted or unsatisfactory service.

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- 2.4. LIABILITIES OF THE COMPANY, Continued
- 2.4.2. Company shall be indemnified and held harmless by the Customer against:
 - A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
 - B. Claims for patent infringement arising from combining or connecting Company's facilities with apparatus and systems of the Customer; and
 - C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.
- 2.4.3. Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.
- 2.4.4. Company shall not be liable for, and the Customer indemnifies and holds harmless from, any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, instituted or asserted by the Customer or by any other party of person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have be caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.

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- 2.4. LIABILITIES OF THE COMPANY, Continued
- 2.4.5. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed agents or employees of the Company without written authorization.
- 2.4.6. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature: storms, fi e, flood, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages or other labor difficulties; or notwithstanding anything in this Tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.4.7. The Company shall not be liable for damages or adjustments, refunds or cancellation of charges unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Florida law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.
- 2.4.8. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

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2.4. LIABILITIES OF THE COMPANY, Continued

2.4.9. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps, including obtaining, installing and maintaining all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as the Customer's agent, to the Company's network.

2.4.10. With respect to Emergency Number 911 Service:

- A. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer, or by any other party or person, 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 by:

 (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service; or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
- B. Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of Emergency 911 Service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 Service, and which arises out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

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2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.11. In the absence of gross negligence or willful misconduct, no liability for damages arising from errors, mistakes in or omissions of directory listings, or errors, mistakes or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, will attach to the Company.
- 2.4.12. The Company's liability arising from errors or omissions in directory listings will be limited to the amount of actual impairment to the Customer's service and in no event will exceed one-half (1/2) the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs.
- 2.4.13. As part of providing any private listing or semi-private listing services, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number which includes the number of the party called. The Company will try to prevent the disclosure of unpublished listings, but will not be liable in any manner should such a number be divulged.
- 2.4.14. When a Customer with a non-published telephone number places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service, upon request of such governmental authority. By subscribing to service under this Tariff, the Customer agrees to the release of such information under the above provision.
- 2.4.15. The Company will use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with, the regulations contained in this Tariff The Company does not guarantee availability by any such date and will not be liable for any delays in commencing service to any Customer.

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2.5. **EOUIPMENT AND FACILITIES**

- 2.5.1. The Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provisioned equipment is connected to the facilities furnished under this Tariff, the responsibility of the Company will be limited to the furnishing of facilities offered pursuant to this Tariff. Beyond this responsibility, the Company will not be responsible for:
 - A. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - B. the reception of signals by Customer-provided equipment; or
 - network control signaling when performed by Customer-provided network C. control signaling equipment.
- 2.5.2. At the request of the Customer, installation or maintenance may be performed outside of the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material or other costs incurred by or charged by the Company will apply. If installation or maintenance is started during regular business hours, but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or night hours, additional charges may apply.

2.6. **CUSTOMER RESPONSIBILITIES**

- 2.6.1. The Customer is responsible for the payment of all charges for services furnished to the Customer and for all additional charges for calls the Customer elects to continue making.
- 2.6.2. The Customer is responsible for compliance with applicable regulations set forth in this Tariff.

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- 2.6. CUSTOMER RESPONSIBILITIES, Continued
- 2.6.3. The Customer is responsible for establishing its identity as often as necessary during the course of the call or when seeking credits from the Company.
- 2.7. INTERRUPTION OF SERVICE
- 2.7.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4., herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
- 2.7.2. For purposes of credit computation for service, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours.
- 2.7.3. The subscriber shall be credited for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula: Credit - (A/720) X B

A - outage time in hours

B - total monthly charge for affected utility

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Effective Date:

2.8. **RESTORATION OF SERVICE**

- 2.8.1. 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 on file with the Commission, which specifies the priority system for such activities.
- 2.8.2. When a Customer's service has been disconnected in accordance with this Tariff and the service has been terminated through the completion of a Company service order, service will be restored only upon the basis of application for new service.

2.9. MINIMUM SERVICE PERIOD

The minimum service period is one month (30 days).

2.10. PAYMENTS AND BILLING

- 2.10.1. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until cancelled by the Customer on not less than thirty (30) days' notice.
- 2.10.2. The Customer is responsible for the payment of all charges for services furnished to the Customer. Charges are based on actual usage, and are billed monthly in arrears.
- 2.10.3. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance.

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2.10. PAYMENTS AND BILLING, Continued

- 2.10.4. Billing disputes should be addressed to Company's customer service organization by mail at 2815 Northwest 13th Street, Suite 201, Gainesville, Florida 32609 or via telephone. Customer service representatives are available from 8:00 a.m. to 4:59 p.m. Eastern Time. Messages may be left for the Customer Service Department from 5:00 p.m. to 7:59 a.m. Eastern Time, which will be answered on the next business day, unless in the event of an emergency which threatens Customer service, in which case customer service personnel may be paged.
- 2.10.5. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:
 - A. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
 - B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Florida Public Service Commission's Division of Consumer Affairs for its investigation and decision.

Florida Public Service Commission Division of Consumer Affairs 2540 Shumard Oak Boulevard Gerald Gunter Building Tallahassee, Florida 32399-0850

Telephone number: 904.413.6100 Toll free number: 800.342.3552

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2.11. CANCELLATION BY COMPANY

- 2.11.1. Company reserves the right to immediately discontinue furnishing the service to Customers without incurring liability:
 - A. In the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public or to employees of the Company; or
 - B. By reason of any Commission order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or
 - C. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or
 - D. For unlawful use of the service or use of the service for unlawful purposes; or
 - E. If the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past, current or planned use of Company's services.
- 2.11.2. Company may discontinue service according to the following conditions upon ten (10) days' written notice:
 - A. For violation of Company's filed Tariffs; or
 - B. For the non-payment of any proper charge as provided by Company's Tariff; or

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2.11. CANCELLATION BY COMPANY, Continued

2.11.2., Continued

- C. For Customer's breach of the contract for service between the Company and Customer; or
- D. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- 2.11.3. The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies available to the Company set forth herein shall not be exclusive, and the Company shall at all times be entitled to all the rights available to it under law or equity.
- 2.11.4. The Company may refuse to permit collect calling, calling card, third number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

2.12. ADVANCE PAYMENTS AND DEPOSITS

The Company does not require an advance payment or deposit from the Customer, but reserves the right to collect advance payments and deposits, as necessary, in accordance with Commission rules.

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2.13. FULL FORCE AND EFFECT

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

2.14. CREDIT LIMIT

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of services for any monthly period.

2.15. UNCERTIFICATED RESALE PROHIBITED

Resale of any tariffed service appearing herein by uncertificated resellers is strictly prohibited. Applicable services may be resold only by Companies authorized by the Florida Public Service Commission to provide intrastate telecommunications services, in accordance with the Commission's rules. The Company requires proof of certification in the form of a Telephone Certificate of Public Convenience and Necessity, or a copy thereof, prior to providing services for resale.

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SECTION 3 - BASIC SERVICE DESPRITION AND RATES

3.1. LOCAL EXCHANGE SERVICE - GENERAL

- 3.1.1. Local Exchange Service provides for telephonic connection to, and a unique telephone number address on, the public switched telecommunications network. Local exchange service enables users to place and receive calls from other stations on the public switched telephone network, access other services offered by Company, access certain interstate and international services offered by Company, access operator and directory assistance services, and access emergency services by dialing 0- or 9-1-1.
- 3.1.2. Local exchange service requires a business or residence basic access line. Residence access lines may include an allowance for calls for which there are no usage charges. One listing in the alphabetical directory is included.
- 3.1.3. Basic local exchange service as offered in this Tariff, is comprised of The following Rates and Descriptions.

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Effective Date:

SECTION 3 - BASIC SERVICE DESCRIPTION ANDRATES, Continued

3.2 RATES (SEE ATTACHED)

Issued: January 12, 1998

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Effective Date:

SECTION 3 - BASIC SERVICE DESCRIPTION ANDRATES, Continued

3.3. HEARING AND SPEECH IMPAIRED CUSTOMERS

3.3.1. Directory Assistance

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

3.2. Telecommunications Relay Service

For calls received from the relay service, the company will when billing relay calls discount relay service calls by fifty percent off of the otherwise applicable rate for a voice non-relay 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 sixty percent off of the otherwise applicable rate for a voice non-relay call.

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SECTION 4 – MISCELLANEOUS SERVICES

4.1. Directory Assistance

There is no charge for the first three calls per month to Directory Assistance. The customer can request a maximum of two numbers per call to Directory Assistance. Call completion service is provided when the customer requests when the Directory Assistance operator call the Directory Assistance number requested. All completed calls will be charged the Directory Assistance Call Completion Charge, in addition to any other appropriate charges. See Section #3 Rates.

4.2 Directory Listings

One Listing, termed the initial listing, is included with each Customer's service. Additional listings are confined to the names of those who are entitled to the use of the Customer's service. Telephone numbers of non-published service are not listed in the Telephone Company's directories or on directory assisted records. Listing information (name, address and number) on non-published service is not available to the general public, notwithstanding any claim of emergency the calling party may present. Telephone numbers of non-directory listed service are omitted or deleted from the Company's alphabetical directory, however, they are carried in the Company's directory assistance and other records and are given to any calling party. See Section #3 Rates.

4.3 Local Operator Services

A per-call service charge applies in addition to the per minute usage rates when applicable. The service charge applies in all rate periods. See Section #3.

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SECTION 4 - MISCELLANEOUS SERVICES, Continued

4.4. Non-Routine Installation and/or Maintenance

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

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Menoj Purenik Allenik. Net Broedband, Inc 2016 NNV 13th Street, Buite 201 Geinesville, Floride 32609 362-376-2912

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Mante Pursus Atlantic Net Broadband, Inc. 2816 NW 13th Street, Suite 201 Gainesville, Florida 32606 362-376-2912

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Manoj Puranik Allantic Net Broadband, Inc. 2615 NW 13th Street, Suite 201 Geineeville, Florida 32609 362-378-2912

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Manoj Purenik Allentic Net Broadband, Inc. 2816 NW 13th Street, Suite 201 Geineeville, Florida 32609 362-376-2912

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Strategic Alliances with Nartel, Re/Com. DTI , Claco & Ascend 2494 Bayehore Blok, Bulte 204, Dungdin, Ft. 54694

ISG-Telecom Consultants

A DIVISION OF

DEPOSIT

DATE

D063

HAN 1 5 1995

VIA Airborne Express

Wednesday, January 13, 1999

Florida Public Service Commission
Division of Communications
Certification and Compliance Section
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0866

RECEIVED

Re: \Atlantic.net Breadhand, Inc Application for Original Authority.

Dear Sir or Madam:

Please find enclosed six (6) original copies of Atlantic net Broadband, Inc Application for original.

Authority to provide Alternative Local Exchange Services within the State of Florida ("Application"), including the company's proposed tariffs and a \$250.00 filing fee. This Application is filed in accordance with the rules of the Florida Public Service Commission, Chapter 25-24, Section 25-24,810, and PSC/CMU 8 (11/95). Pursuant to the enclosed motion for protective order, please find Atlantic set Broadband, Inc. financial statements enclosed under seel.

Please acknowledge receipt of this Application by file stamping and returning the extra copy of the first page of the Application in the self-addressed, stamped envelope provided for this purpose.

Thank you, and please address any questions concerning this Application or the Applicant, in general, to the undersigned

INTERNET CONNECT COMPANY
(352) 375-2912
2615 NW 13TH ST., SUITE 201
GAINFCVILLE, FL 32609

FIRST UNION NATIONAL BANK OF FLORIDA GAINESVILLE, FL 32801 63-2/630 BRANCH 310

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OTHE ORDER OF:

**** TWO HUNDRED FIFTY & 00/100 DOLLARS

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ORIDA PUBLIC UTIL COMM

DATE

AMOUNT

12/21/98

********250.00

AUTHORIZED SIGNATURE

CHRITY PEATLERS INCLUDED DETAILS ON BA



Strategic Alliances with Nortel, Re/Com. DTI , Claco & Ascend 2404 Bayehors Blok, Bulte 204, Dunadh, El 34604

ISG-Telecom Consultants

A DIVISION OF

DEPOSIT

DATE

D062

JAN 1 4 1990

VIA Airborne Express

Wednesday, January 13, 1999

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Division of Communications
Certification and Compliance Section
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0866

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(352) 375-2912
2815 NW 13TH ST., SUITE 201
GAINESVILLE, FL 32609

FIRST UNION NATIONAL BANK OF FLORIDA GAINESVILLE, FL 32801 63-2/630 BRANCH 310

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4852

YAY FO THE ORDER OF:

**** TWO HUNDRED FIFTY & 00/100 DOLLARS

) FLORIDA PUBLIC UTIL COMM DATE

AMOUNT

12/21/98

********250.00

DOCUMENT NUMBER-DATE

00528 JAN 14 &

AUTHORIZED SIGNATURE CURBS/REFORTIN

& SECURITY PEATURES INCLUDED, DETAILS ON BAC