

GERRY, FRIEND & SAPRONOV, LLP

ATTORNEYS AT LAW

SUITE 1450

THREE RAVINIA DRIVE

ATLANTA, GEORGIA 30346-2117

(770) 399-9500

FACSIMILE (770) 395-0000

EMAIL: gflslaw@gflslaw.com

ORIGINAL

March 23, 2000

VIA OVERNIGHT DELIVERY

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

Re: Application of Broadband Office Communications, Inc. ("BBOC") for a Certificate of Authority to Provide Interexchange Telecommunications Service; Docket No. 991899-TI

Dear Sir or Madam:

Enclosed are the original and seven (7) copies of BBOC's revised illustrative tariff in the above-referenced docket. Please file the tariff 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,

Charles A. Hudak

CAH/jh

- AFA
- APP
- CAF
- CMU
- QTR
- EAB
- LEG
- MAS
- OPC
- RRR
- SEC
- WAW
- OTH

Enc.

cc:

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

RECEIVED & FILED

mas

FPSC-BUREAU OF RECORDS

MAIL ROOM
00 MAR 24 AM 10:27

FILED
FLORIDA PUBLIC
SERVICE COMMISSION

DOCUMENT NUMBER-DATE

03711 MAR 28 8

FPSC-RECORDS/REPORTING

Facilities-Based and Resold Message Toll Telecommunications Services

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

ILLUSTRATIVE

Issued: December 14, 1999

Effective:

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

CHECK SHEET

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

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

Issued: December 14, 1999

Effective:

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

TABLE OF CONTENTS

<u>General Information</u>	<u>Sheet Number</u>
Title Sheet	1
Check Sheet	2
Table Of Contents	3
Symbols Used in this Tariff	5
Tariff Format Sheets	6
 <u>Section One</u> – Technical Terms and Abbreviations	 7
 <u>Section Two</u> – Rules and Regulations	
2.1. Application of Tariff	9
2.2. Undertaking of Company	9
2.3. Application for Services	9
2.4. Individual Case Basis Arrangements	10
2.5. Establishment and Reestablishment of Credit	10
2.6. Advanced Payments	10
2.7. Method of Service of Notices	11
2.8. Rendering and Payment of Bills	12
2.9. Disputed Bills	13
2.10. Discontinuance and Restoration of Service	13
2.11. Term Agreements	15
2.12. Information to be Provided to the Public	15
2.13. Continuity of Service	16
2.14. Limitation of Liability	16
2.15. Use of Service for Unlawful Purposes	19
2.16. Unauthorized Use	19
2.17. Abuse and Fraudulent Use of Service	19
2.18. “900” and “976” Blocking	20

Issued: December 14, 1999

Effective:

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

TABLE OF CONTENTS (Cont'd)

Section Two (cont'd)

2.19. Other Company Charges	20
2.20. Telephone Numbers	20
2.21. Operator Assistance	20
2.22. Request for Old Bill	20
2.23. Change of Service Providers	21
2.24. Non-Published Service	21

Section Three – Description of Service

3.1 Description of Message Toll Service	22
3.2 Promotional Offerings	22
3.3 Individual Case Basis (ICB) Arrangements	22
3.4 Special Rates For The Handicapped	22

Section Four - Rates

4.1. Description of Rates and Charges for Message Toll Service	24
4.2 Prescribed Interexchange Carrier Charge	24

Issued: December 14, 1999

Effective:

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

PRELIMINARY STATEMENT

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

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

SYMBOLS USED IN THIS TARIFF

- (D) Delete or Discontinue
- (I) Change Resulting In An Increase to A Customer's Bill
- (M) Moved From Another Tariff Location
- (N) New
- (R) Change Resulting In A Reduction To A Customer's Bill
- (T) Change in Text Or Regulation But No Change In Rate Or Charge

Issued: December 14, 1999

Effective:

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

TARIFF FORMAT SHEETS

- A. Sheet Numbering – Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

- B. Sheet Revision Numbers – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the 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 tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

- C. Paragraph Numbering Sequence – There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I. (i).
 - 2.1.1.A.1.(a).I. (i).(1).

- D. Check Sheets – When a tariff filing is made with the 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 pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet out find out if a particular sheet is the most current on file with the Commission.

Issued: December 14, 1999

Effective:

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

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

- 1.1. Authorized User: The Customer may authorize a person, firm or corporation to be an end-user of the service of the Customer.
- 1.2. Business Hours: The time after 8:00 a.m. and before 5:00 p.m., Monday through Friday excluding holidays.
- 1.3. Business Office: The primary location where the business operations of Company are performed and where the Company makes a copy of the Company's tariff available for public inspection. The address of the business is: 2070 Chain Bridge Road, Suite G-99, Vienna, VA 22182.
- 1.4. Company: Refers to BroadBand Office Communications, Inc.
- 1.5. Commission: The Florida Public Service Commission, the regulating entity within the State of Florida.
- 1.6. Customer: means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.
- 1.7. Holiday: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. When holidays fall on Saturdays or Sundays, the holiday rate applies unless a larger discount would normally apply.
- 1.8. Individual Case Basis (ICB): Customer-specific arrangements that may vary from tariff in rates, terms and conditions according to the customer-specific requirements and service-specific parameters.
- 1.9. Interruption: The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and the Company will give no allowance for, service difficulties, such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Company. Any Interruption allowance provided within this Tariff by Company shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Company, pursuant to the terms of this Tariff, terminates service because of non-payment

Issued: December 14, 1999

Effective:

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

of bills, unlawful or improper use of the Company's facilities or service, or any other reason covered by this Tariff or by applicable law.

- 1.10. Local Access Transport Areas ("LATA"): A geographical area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Company Association, Inc. Tariff F.C.C. No. 4.
- 1.11. Service: means any telecommunications service(s) provided by the Carrier under this tariff.
- 1.12. Station: means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.
- 1.13. Time period: means the interval of hours that distinguish day, evening, night, and weekend rate periods as indicated below:

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

Issued: December 14, 1999

Effective:

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

SECTION 2 - RULES AND REGULATIONS

2.1. Application of Tariff

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

2.2. Undertaking of Company

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

2.3. Application for Services

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

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

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

Issued: December 14, 1999

Effective:

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

2.4 Individual Case Basis (ICB) Arrangements:

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

2.5. Establishment and Reestablishment of Credit

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

2.6. Advanced Payments

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

2.6.2. [RESERVED FOR FUTURE USE]

Issued: December 14, 1999

Effective:

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

2.7. Method of Service of Notices

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

Issued: December 14, 1999

Effective:

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

2.8. Rendering and Payment of Bills

- 2.8.1. Customer bills are issued monthly. The Customer will receive its bill on or about the same day of each month. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Customer. The Company bills monthly recurring charges in advance and usage charges in arrears. Each bill will state the last date for timely payment. Company will prorate monthly recurring charges based on a 30 day month.
- 2.8.2. Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of Company or an agency authorized to receive such payment. All charges for service are payable only in the United States currency. Payment may be made by cash, check, money order, or cashier's check.
- 2.8.3. Customer payments are considered prompt and timely when received by Company or its agent by the due date on the bill. The due date is 21 days after the Company renders the bill and designates by the due date stated on the Customer's bill. The Customer shall have at least 21 days from the rendition of a bill to timely pay the charges stated. Company will credit payments within 24 hours of receipt. Subject to 2.8.4., the Company considers Customer payments delinquent, if received after the due date.
- 2.8.4. If the Customer's service has been discontinued within the 12 months prior to any billing date, or if the Customer incurs usage charges during a billing period which are equal to at least 200% of the amount of the Customer deposit or guarantee, the Company may, by a telephone call to the Customer followed by written notification sent by first class mail, demand full payment within five (5) days of such notification. If the is not made within five days from the date of written notification, or a mutually established late payment arrangement date agreed to by both Company and Customer, the Company will deem the payment delinquent.
- 2.8.5. Bills that remain unpaid beyond the due date on the bill per 2.8.2. or 2.8.3., or beyond the payment due date per 2.8.4., will incur a late payment charge of 1.5%, or the maximum permitted by law, whichever is higher, of the outstanding unpaid balance for each month or part of a month that the bill remains unpaid after the specified due date.
- 2.8.6. When payment for service is made by check, draft, or similar negotiable

Issued: December 14, 1999

Effective:

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

instrument, the Company may assess a charge of \$25.00 or 5% of the balance due (whichever is greater) for each such item returned unpaid by a bank to a Company for any reason. This charge is in addition to the late payment charge which may also be applicable.

2.8.7. Company is not responsible for charges incurred by the Customer in gaining access to the Company's network through the facilities of another carrier.

2.9. Disputed Bills

2.9.1. Customer may bring any dispute of a charge to Company's attention by verbal or written notification. If Customer notifies Company of a disputed charge verbally, Customer must confirm that dispute in writing within five(5) days.

2.9.2. In case of a billing dispute between the Customer and the Company which the Customer and the Company cannot settle to their mutual satisfaction, Customer must pay the undisputed portion and all subsequent undisputed bills on a timely basis or the Company may disconnect the Customer's service.

2.9.3. The Customer may request an in-depth investigation into the disputed amount and a review by a Company manager.

2.10. Discontinuance and Restoration of Service

2.10.1. Discontinuance by Customer

2.10.1.1. A Customer may discontinue service(s) upon verbal or written notice to Company on or before the date of disconnection. The Customer remains responsible for payment of all bills for services furnished.

2.10.1.2. If a Customer cancels his order for service before the service begins, the Company may levy a \$25.00 charges upon the Customer for the nonrecoverable portions of expenditures or liabilities incurred by Company expressly on behalf of the Customer.

2.10.1.3. No minimum or termination charge will apply if service is terminated because of condemnation, destruction, or damage to the property by fire or other causes beyond the control of the Customer.

Issued: December 14, 1999

Effective:

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

2.10.1.4. Upon termination, the Company may hold pre-subscribed Customer responsible for charges thereafter if the Customer has not selected an alternative interexchange carrier and service has not been transferred to the alternative carrier and such a Customer is continuing to receive service from Company.

2.10.2. Discontinuance by Company

2.10.2.1. Company will follow the appropriate state requirements:

(a) Company may discontinue services under the following circumstances:

- (i) Nonpayment more than 30 days beyond the date of the invoice for service of any sum due to Company for such service. In the event Company terminates service for nonpayment, the Customer may be liable for all reasonable costs of collection including reasonable court costs, expenses, and fees as determined by the Commission or by the court.
 - (ii) A violation of, or failure to comply with, any state, federal or local regulation governing the furnishing of service.
 - (iii) An order from a court or from another government authority having jurisdiction which prohibits Company from furnishing service.
 - (iv) Customer's failure to post a required deposit or guarantee.
 - (v) In the event that the Customer supplied false or inaccurate information of a material nature in order to obtain service.
- (b) The Company may refuse or disconnect service in the event of illegal use or of intent to defraud the Company. Company may disconnect service for this reason after sending written notice via certified mail to the Customer's last known address.

Issued: December 14, 1999

Effective:

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

2.10.3. Notice for Disconnection under Section 2.10.2.1

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

2.10.4 Restoration of Service

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

2.11 Term Agreements

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

2.12. Information to be Provided to the Public

- 2.12.1. Company will make available a copy of this tariff schedule for public inspection in Company's business office during regular business hours.
- 2.12.2. Company will provide a copy of this tariff upon request to Company's business office for a nominal cost to cover postage and copying fees.

Issued: December 14, 1999

Effective:

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

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

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

2.13. Continuity of Service

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

2.14. Limitations of Liability

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

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

Issued: December 14, 1999

Effective:

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

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

- 2.14.3. The Customer shall not hold the Company liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority, national emergencies, *insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.*
- 2.14.4. The Customer shall not hold the Company liable for any act or omission by any entity furnishing to the Company or to the Company's Customers services or equipment used for or with the services the Company offers.
- 2.14.5. The Customer shall not hold the Company liable for any damages or losses due to the fault or negligence of the Customer or due to the *failure or malfunction of Customer-provided services or equipment.*
- 2.14.6. The Customer shall not hold the Company liable for the claims of vendors supplying equipment to the Customer, which vendor may installed at premises of the Company, nor shall the Customer shall not hold the Company liable for the performance of said vendor or vendor's equipment.
- 2.14.7. The Company does not guarantee or make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the

Issued: December 14, 1999

Effective:

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

installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.

- 2.14.8. The Company is not liable for any defacement of or damage to the premises of a Customer or end-user (or Authorized User) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.
- 2.14.9. The Customer shall not hold the Company liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, without limitation, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- 2.14.10. The Customer shall not hold the Company liable for any damages whatsoever to persons or property resulting from the installation, maintenance, repair or removal of equipment and associated wiring, unless the Company's willful misconduct or gross negligence causes the damage.
- 2.14.11. The Customer shall not hold the Company liable for any damages whatsoever associated with service, facilities, products, or equipment which the Company does not furnish or for any act or omission of the Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with service.
- 2.14.12. The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person affected by the dialing of the digits "9-1-1".
- 2.14.13. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- 2.14.14. The Customer and any Authorized Users, jointly and severally, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including reasonable attorney's fees and court costs), or liability for patent or trademark infringement or other infringement of intellectual property rights arising from (1)

Issued: December 14, 1999

Effective:

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

combining (or using in connection) Company-provided services and equipment with any facilities, services, functions, or products provided by the Customer, by an Authorized User or by any other entity other than the Company, or (2) use of services, functions, or products the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control; and from all other claims, loss, damage, expense (including reasonable attorneys fees and court costs), or liability arising out of any commission or omission by the Customer or Authorized User in connection with the service, function, or product. In the event that any such *infringing use is enjoined*, the Customer or Authorized User at its expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of *infringement*, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer and/or Authorized User shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such infringement, damages, or other claims, at the sole and entire expense of the Customer and/or Authorized User.

2.15. Use of Service for Unlawful Purposes

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

2.16. Unauthorized Use

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

2.17. Abuse and Fraudulent Use of Service

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

Issued: December 14, 1999

Effective:

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

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

2.18 "900" and "976" Blocking

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

2.19 Other Company Charges

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

2.20 Telephone Numbers

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

2.21 Operator Assistance

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

2.22 Request for Old Bill

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

Issued: December 14, 1999

Effective:

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

2.23 Change of Service Providers

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

2.24 Non-Published Service

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

Issued: December 14, 1999

Effective:

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

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

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

3.2 Promotional Offerings

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

3.3 Individual Case Basis (ICB) Arrangements

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

3.4 Special Rates For The Handicapped**3.4.1. 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.

Issued: December 14, 1999

Effective:

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

3.4.2. 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.

3.4.3. 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 to per call charges such as a credit card surcharge.

Issued: December 14, 1999

Effective:

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

SECTION 4 - DESCRIPTION OF RATES AND CHARGES4.1. Description of Rates and Charges for Message Toll Service:

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

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

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

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

4.1.3. Timing of Messages

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

4.2. Prescribed Interexchange Carrier Charge:

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

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

Issued: December 14, 1999

Effective:

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