

COPY

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NEW YORK OFFICE
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NEW YORK, NY 10174
(212) 758-9500 FAX (212) 758-9526

May 11, 2000

VIA OVERNIGHT MAIL

Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0870

000574-TX

**Re: Application of Broadband Digital Technologies, Inc. for Authority to Provide
Alternative Local Exchange Service in Florida**

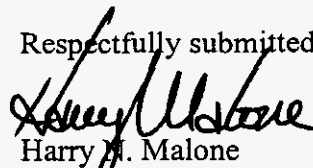
Dear Ms. Bayo:

Enclosed for filing on behalf of Broadband Digital Technologies, Inc. ("BDTI") please find an original and five (5) copies of BDTI's above referenced application. Also enclosed is a check in the amount of \$250.00 to cover the application filing fee.

Please note that BDTI is requesting confidential treatment of its financial statements which are attached as Exhibit 1 to its certification application. Pursuant to Section 364.183(1) of the Florida Rules of Practice and Procedure, BDTI is filing one original copy of its financial information and two (2) redacted copies. The financial information included in Exhibit 1 to BDTI's application, contains proprietary, commercially sensitive information that, if disseminated, could be used to the Applicant's detriment by competitors. Applicant therefore respectfully seeks to have this information protected as it constitutes sensitive and proprietary data.

Please date-stamp the enclosed extra copy of this filing and return in the self-addressed, stamped envelope provided. Should you have any questions concerning this filing, please do not hesitate to contact the undersigned at (202) 424-7705.

Respectfully submitted,



Harry N. Malone
Counsel for Broadband Digital Technologies, Inc.

Enclosures

cc: Andrea Sloan Pink, BDTI
Dhara Shah, BDTI
Kelly Olson

This claim of confidentiality was filed by or on behalf of a "telco" for Confidential DN 05869-00. The document is in locked storage pending advice on handling. To access the material, your name must be on the CASR. If undocketed, your division director must obtain written EXD/Tech permission before you can access it.

DOCUMENT NUMBER-DATE
05868 MAY 11 8
FPSC-RECORDS/REPORTING

ORIGINAL

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Harry N. Malone

Counsel for Broadband Digital Technologies, Inc.

Enclosures


cc: Andrea Sloan Pink, BDTI
Dhara Shah, BDTI
Kelly Olson

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward a copy of check to RAR with proof of deposit.

DOCUMENT NUMBER-DATE

05868 MAY 11 8

FPSC-RECORDS/REPORTING

Initials of person who forwarded check:


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

DIVISION OF TELECOMMUNICATIONS
BUREAU OF CERTIFICATION AND SERVICE EVALUATION

APPLICATION FORM
for
AUTHORITY TO PROVIDE
ALTERNATIVE LOCAL EXCHANGE SERVICE
WITHIN THE STATE OF FLORIDA

Instructions

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

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

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

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

APPLICATION

1. This is an application for (check one):
- Original certificate** (new company).
 - Approval of transfer of existing certificate:** Example, a non-certificated company purchases an existing company and desires to retain the original certificate of authority.
 - Approval of assignment of existing certificate:** Example, a certificated company purchases an existing company and desires to retain the certificate of authority of that company.
 - Approval of transfer of control:** Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of company:

Broadband Digital Technologies, Inc. ("BDTI" or "Applicant")

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

Broadband Digital Technologies, Inc.

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

Broadband Digital Technologies, Inc.

4675 MacArthur Court, Suite 1400

Newport Beach, California 92660

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

BDTI does not have an office established in Florida.

6. Structure of organization:

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

7. **If individual**, provide:

Name: Not Applicable.

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ **Fax No.:** _____

Internet E-Mail Address: _____

Internet Website Address: _____

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

(a) **The Florida Secretary of State corporate registration number:**

Not Applicable.

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

(a) **The Florida Secretary of State corporate registration number:**

F00000002146

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

(a) **The Florida Secretary of State fictitious name registration number:**

BDTI will not use a fictitious name or d/b/a.

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

(a) **The Florida Secretary of State registration number:**

Not Applicable.

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

Name: **Not Applicable.**

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____

Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

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

(a) **The Florida registration number:** **Not Applicable.**

14. Provide **F.E.I. Number** (if applicable): **742949043**

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

(a) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. **Provide explanation.**

None of BDTI's officers, directors, or any of the ten largest stockholders have previously been adjudged bankrupt, mentally incompetent, or found guilty of any felony or crime nor are any such proceedings pending.

(b) an officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

Not applicable.

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

(a) The application:

Name: Harry N. Malone, Esq.

Title: Counsel for the Applicant; Swidler Berlin Shereff Friedman, LLP

Address: 3000 K Street, N.W., Suite 300

City/State/Zip: Washington, DC 20007-5116

Telephone No.: (202) 424-7705 **Fax No.:** (202) 424-7645

Internet E-Mail Address: hnmalone@swidlaw.com

Internet Website Address: http://www.swidlaw.com

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

Name: Andrea Sloan Pink

Title: Vice President of Legal Affairs

Address: 4675 MacArthur Court, Suite 1400

City/State/Zip: Newport Beach, California 92660

Telephone No.: (949) 442-1050 **Fax No.:** (949) 225-0448

Internet E-Mail Address: aspink@corp.freedsl.com

Internet Website Address: www.freedsl.com

(c) Complaints/Inquiries from customers:

Name: Arman Afsar

Title: Vice President of Client Services

Address: 4675 MacArthur Court, Suite 1400

City/State/Zip: Newport Beach, California 92660

Telephone No.: (949) 442-1050 Fax No.: (949) 225-0448

Internet E-Mail Address: asasfar@corp.freedsl.com

Internet Website Address: www.freedsl.com

17. List the states in which the applicant:

(a) has operated as an alternative local exchange company.

Not applicable, as Applicant has not yet operated as an alternative local exchange company in any state.

(b) has applications pending to be certificated as an alternative local exchange company.

Applicant has applications pending in Illinois, Massachusetts, Oregon, and New York.

(c) is certificated to operate as an alternative local exchange company.

Applicant is not certificated to operate as an alternative local exchange company in any state. It is registered to provide local exchange service in Montana.

- (d) has been denied authority to operate as an alternative local exchange company and the circumstances involved.

No, Applicant has not been denied authority to operate as an alternate local exchange company in any state.

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

No, Applicant has not had regulatory penalties imposed for violations of statutes in any state.

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

No, Applicant has not been involved in any civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity in any state.

18. Submit the following:

A. Financial capability.

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

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

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

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

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

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

Please see Exhibit 1.

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

Please see Exhibit 1.

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

Please see Exhibit 1.

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

Please see Exhibit 2.

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

Please see Exhibit 2.

**** APPLICANT ACKNOWLEDGMENT STATEMENT ****

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

UTILITY OFFICIAL



Signature, **Richard Shields**

MAY 8, 2000
Date

Vice President of Finance and Chief Financial Officer
Title

(949) 724-4833
Telephone No.

Address:

(949) 724-4839
Fax No.

4675 MacArthur Court, Suite 1400

Newport Beach, California 92660

ATTACHMENTS:

- A - CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT
- B - INTRASTATE NETWORK
- C - AFFIDAVIT

CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT

**** NOT APPLICABLE. BDTI DIGITAL TECHNOLOGIES, INC. IS APPLYING FOR ORIGINAL AUTHORITY.**

I, (Name) Not Applicable.

(Title) Not Applicable of _____

and current holder of Florida Public Service Commission Certificate Number # _____

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

- sale
- transfer
- assignment

of the above-mentioned certificate.

UTILITY OFFICIAL:

Not Applicable. _____
Signature Date

Not Applicable _____
Title Telephone No.

Address: Not Applicable _____
Fax No.

INTRASTATE NETWORK (if available)

Chapter 25-24.825 (5), Florida Administrative Code, requires the company to make available to staff the alternative local exchange service areas only upon request.

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

1) <u>To be determined</u>	2) _____
_____	_____
3) _____	4) _____
_____	_____

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

1) <u>To be determined</u>	2) _____
_____	_____
3) _____	4) _____
_____	_____

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

<u>POP-to-POP</u>	<u>OWNERSHIP</u>
1) <u>To be determined</u>	_____
2) _____	_____
3) _____	_____
4) _____	_____

AFFIDAVIT

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide alternative local exchange company service in the State of Florida. I have read the foregoing and declare that, to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

Further, I am aware that, pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083."

UTILITY OFFICIAL:



Signature

MAY 8, 2000

Date

Vice President of Finance and Chief Financial Officer

Title

(949) 724-4833

Telephone No.

Address:

(949) 724-4839

Fax No.

4675 MacArthur Court, Suite 1400

Newport Beach, California 92660

EXHIBITS

EXHIBIT 1

Financial Statements (CONFIDENTIAL)

EXHIBIT 2

Managerial and Technical Qualifications

EXHIBIT 3

Proposed Tariff

EXHIBIT 4

Letter of Qualification to Transact Business

EXHIBIT 1
FINANCIAL STATEMENTS
(CONFIDENTIAL)

Relying on the resources of its parent, Broadband Digital Group, Inc., BDTI has access to the financing and capital necessary to provide the requested service in the geographic area proposed to be served, to maintain the requested service and to meet its lease or ownership obligations.

These exhibits are being offered to demonstrate BDTI's financial ability to provide the proposed services. BDTI possesses the sound financial resources necessary to effectively procure, install, and operate the facilities and services requested in this Application.

EXHIBIT 2

MANAGERIAL AND TECHNICAL QUALIFICATIONS

MANAGERIAL QUALIFICATIONS

Biographies of Key Management Personnel

Chad Steelberg, Chairman and Chief Executive Officer

As Chairman and CEO, Chad Steelberg provides day-to-day leadership and vision for the organization. With his strong technical background, Mr. Steelberg provides direction for all infrastructure and development matters. Prior to co-founding Broadband Digital Technologies, Inc., Mr. Steelberg was CEO, CTO, and founder of AdForce [NASDAQ: ADFC], an online provider of centralized advertising services, one of the largest distributed transaction systems in the world. Since its inception in 1995, AdForce has become an internationally respected firm, delivering more than 11 billion advertisements each month for prominent clients such as AOL, Netscape, Adsmart, 24/7 Media, and Engage. In 1999, AdForce was acquired by CMGI for over \$500,000,000.

Ryan Steelberg, President

Ryan Steelberg is an experienced Internet executive who has successfully launched and operated several prominent Internet firms. Most recently, Mr. Steelberg co-founded Internet software firm, Winfire, Inc. with his brother Chad Steelberg, who is the firm's current Chairman.

Ryan Steelberg co-founded advertising technology firm AdForce (NASDAQ: ADFC) in 1995 and led the sales and marketing of the company as its EVP from its inception through June of 1998. With support from the AdForce board, Mr. Steelberg left AdForce to launch 2CAN Media, an advertising sales and marketing firm. As CEO and Chairman of 2CAN Media, Ryan Steelberg grew 2CAN Media into the 3rd largest Internet advertising network.

In March of 1999, 2CAN Media was acquired by CMGI (NASDAQ: CMGI) to create the Adsmart Network. As President of Adsmart, Ryan Steelberg grew Adsmart into the largest independent advertising network on the Internet, delivering over 3 billion impressions per month across more than 300 Web sites.

Del J. Van Ekelenburg, Executive Vice President

Mr. Van Ekelenburg is a highly accomplished and expert communications industry executive with over 20 years of experience including sales, marketing, business development, business management, and engineering. Mr. Van Ekelenburg has held key management positions for GTE, MFS, Exodus Communications, and AT&T. Most recently, Mr. Van Ekelenburg was the Director of AT&T's Web Services division where he managed AT&T's transition from primarily a voice to a 50%+ data driven company. While at AT&T, Mr. Van Ekelenburg designed, implemented, managed, and grew the global co-location

and Web hosting businesses from 0\$ to \$1.6 billion in enterprise value, and from 0 to 300 employees within 1 year.

William A. Karambelas, Executive Vice President of Network Operations

With more than 10 years of industry experience, Karambelas is responsible for the procurement of technology and network solutions for the company. Prior to Broadband Digital Technologies, Inc., Karambelas served as vice president of Advanced Technology and Government Systems for GST Telecom, where he managed the company's procurement efforts in providing solutions for corporations to access Federal and University supercomputing facilities in the U.S.

Before this, Karambelas served as a founding member of Metropolitan Fiber Systems where his efforts were critical to the company's IPO and subsequent acquisition by MCI Worldcom. Karambelas holds a BA in Business from the University of Southern California.

Richard Shields, Chief Financial Officer

Mr. Shields is responsible for the funding, planning and control functions of finance, as well as business affairs, human resources and facilities. Prior to joining Broadband Digital Technologies, Inc., Mr. Shields was Chief Financial Officer of Frame-n-Lens Optical, an eyeglass retailer with 300 locations. Previously Mr. Shields was North America Finance Director for AST Computers, a Fortune 500 computer manufacture where he held several positions from 1988 to 1996. Mr. Shields is a certified public accountant in California. He received a BA in Accounting from Eastern Washington University and an MBA from Notre Dame University.

Andrea Sloan Pink - Vice President of Legal Affairs and General Counsel

Before joining Broadband Digital Technologies, Inc., Sloan Pink was with the prestigious law firm of Gibson Dunn and Crutcher LLP, where she worked with firms across a host of industry segments, including the Internet, computer gaming, multimedia, e-commerce, Web design, and software and hardware developers. In this position, she provided strategic legal counsel to companies such as Conexant, Heidrick & Struggles/Leaders OnLine and Broadcast.com. In addition, she previously held positions at Cooley Godward LLP and American Cable Television.

Arman Afsar - Vice President of Client Services

Afsar has nearly two decades of industry experience in operations, customer service, business development, process development, telecommunications and automation. Most recently, he served as the Director of Network Operations for EarthLink Network, Inc., where he was responsible for building a network operations center (NOC) scalable to serving more than 10 million members. He

previously served as EarthLink's Director of Technical Support, where he managed 1,500 people and restructured and built the preeminent technical support organization in the Internet industry, winning the prestigious PC Magazine's Editor's Choice award for Best Service.

As Broadband Digital Technologies, Inc.'s Vice President of Client Services, Afsar will handle the company's Customer Service, Network Operations Center and Telecommunications (PBX Systems) functions.

Karen Johnson - Vice President of Information Technology

Johnson also comes to Broadband Digital Technologies, Inc. from EarthLink Network, Inc., where she served as the senior manager of Broadband systems support and integration. In this position, she was responsible for managing the internal logistics and support for end-to-end DSL provisioning and operations. Functioning as the liaison to the company's business units, Johnson helped to standardize the information operations between vendors and internal legacy systems. Prior to joining EarthLink, she was Manager of Access Services at SBC Communications, where she managed the OSS development and delivery of planned enhancements, upgrades and new offerings supporting the CLEC platform.

Johnson serves as the Co-chair of the DSL Service Flow-Thru Management Standards for the DSL Forum Network Management and Operations Group.

EXHIBIT 3
Proposed Tariff

FLORIDA TELECOMMUNICATIONS PRICE LIST

This price list contains the descriptions, regulations, and rates applicable to the furnishings of service and facilities for alternative local exchange telecommunications serviced provided by Broadband Digital Technologies, Inc., with its principal offices at 4675 MacArthur Court, Newport Beach, California 922660.

Issued: _____, 2000

Effective: _____, 2000

Issued by: Andrea Sloan Pink
Vice President
4675 MacArthur Court
Newport Beach, California 92660

CHECK SHEET

The sheets of this price list are effective as of the date shown at the bottom of the respective sheet. Original and revised sheets are named below and comprise all changes from the original price list and are currently in effect as of the date on the bottom of this sheet.

SHEET	REVISION	SHEET	REVISION
1	Original	26	Original
2	Original	27	Original
3	Original	28	Original
4	Original	29	Original
5	Original	30	Original
6	Original	31	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		
25	Original		

*Signifies new or revised sheet.

Issued: _____, 2000

Effective: _____, 2000

Issued by: Andrea Sloan Pink
Vice President
4675 MacArthur Court
Newport Beach, California 92660

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2. RULES AND REGULATIONS 7

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Issued: _____, 2000

Effective: _____, 2000

Issued by: Andrea Sloan Pink
Vice President
4675 MacArthur Court
Newport Beach, California 92660

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- D - Delete or Discontinue
- I - Change Resulting In An Increase to A Subscriber's Bill
- M - Moved From another Price List Location
- N - New
- R - Change Resulting In A Reduction To A Subscriber's Bill
- T - Change in Text or Regulation But No Change In Rate or Charge

PRICE LIST FORMAT

A. Check Sheets

When a price list filing is made with the Florida PSC, an updated check sheet accompanies the price list filing.

B. Sheet Numbering and Revision Levels

Sheet numbers appear in the upper right corner of each sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the price list. 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. Revision levels also appear in the upper right corner of each sheet. These levels are used to determine the most current version on file with the PSC. For example, the 4th revised sheet 14 cancels the 3rd revised sheet 14.

Issued: _____, 2000

Effective: _____, 2000

Issued by: Andrea Sloan Pink
Vice President
4675 MacArthur Court
Newport Beach, California 92660

1. TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Company's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Company to identify the origin of service User so it may rate and bill the call. All authorization codes shall be the sole property of Company and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Calling Card - A postpaid or prepaid calling card issued by the Company which allows Customers and/or Users to make telephone calls and charge the calls to a postpaid or prepaid account. Calls charged to a Company-issued postpaid Calling Card will appear on the Customer's regular monthly bill. Calls charged to a Company-issued prepaid Calling Card will be charged against the debit account.

Company or Broadband Digital Technologies, Inc. ("BDTI") - The issuer of this price list.

Commission - Refers to the Florida Public Service Commission.

Common Carrier - A company or entity providing telecommunications services to the public.

Digital - A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

Digital subscriber line (xDSL) - A technology that uses a metallic copper loop to provide high speed data transmission services.

Issued: _____, 2000

Effective: _____, 2000

Issued by: Andrea Sloan Pink
Vice President
4675 MacArthur Court
Newport Beach, California 92660

1. TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Local Access and Transport Area (LATA) - The term "Local Access Transport Area" denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

Measured Charge - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

Subscriber/Customer - The person or legal entity which enters into arrangements for Company's telecommunications services and is responsible for payment of Company's services.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Term - The time frame by which the Customer agrees to be served by the Company.

User - The person(s) utilizing Company's services.

Issued: _____, 2000

Effective: _____, 2000

Issued by: Andrea Sloan Pink
Vice President
4675 MacArthur Court
Newport Beach, California 92660

2. RULES AND REGULATIONS

2.1 Application of Price List

- 2.1.1 This price list contains the regulations and rates applicable to the furnishing of alternative local exchange telecommunications service including one-way and/or two-way data transmission within the State of Florida. The Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this price list.
- 2.1.2 The rates and regulations contained in this price list apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of the Company.
- 2.1.3 The Customer is entitled to limit the use of the Company's services by Users at the Customer's facilities, and may use other common carriers in addition to or in lieu of the Company.
- 2.1.4 At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering for the first contract Customer as specific in each individual contract.

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2. RULES AND REGULATIONS (Cont'd)

2.2 Use of Service

- 2.2.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services are available for use twenty-four (24) hours per day, seven (7) days per week.
- 2.2.5 The Company does not transmit messages pursuant to this price list, but its services may be used for that purpose.
- 2.2.6 The Company's services may be denied for nonpayment of charges or for other violations of this price list.
- 2.2.7 The Company's services may be denied for any use by Customer which is illegal, or poses an undue risk or liability to the Company, or is obtained through fraud or willful misrepresentation.
- 2.2.8 The Company's services shall not be used to transmit impermissible content.
- 2.2.9 The Company's services cannot be sold, resold or transferred in any way in consideration for money or any other thing of value.

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2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company

2.3.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in this price list. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, statutory, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

2.3.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion 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 of 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.

2.3.3 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.

2.3.4 The Company shall not be 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 equipment or facilities.

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2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (Cont'd)

2.3.5 The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company that may be installed at the premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.

2.3.6 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

2.3.7 The Company shall not be liable for any damages resulting from delays in meeting any service date due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, and delays in actual construction work.

2.3.8 The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees.

2.3.9 The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment that the Company does not furnish or for any act or omission of Customer or any other entity furnishing facilities or equipment used for or in conjunction with the Company's service.

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2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (Cont'd)

2.3.10 The Company is not liable for any claims for loss or damages involving:

- A. Breach in the privacy or security of communications transmitted over the Company's facilities;
- B. Injury to property or injury or death to persons, including claims for payments made under Worker's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities;
- C. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this price list;
- D. Any act or omission in connection with the provision of 911, E911 or similar services;
- E. Any noncompletion of calls due to network busy conditions;
- F. Unauthorized use of the Customer's equipment or facilities that interconnect with Company's facilities, including usage such as, but not limited to, unauthorized calls, unauthorized use of calling cards, and toll or usage fraud; and
- G. Any placement of calls from the Customer's premises, with or without the Customer's equipment, which are transmitted through the Company's network.
- H. Any lost data or profits arising out of the furnishing of the Company's services or arising out of the failure to furnish the service, whether caused by acts or omission or negligence of the Company's employees or agents.

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2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (Cont'd)

2.3.11 The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, rights of publicity, obscenity, indecency or infringement of proprietary rights arising from the Customer's own communications.

- A. The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.
- B. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- C. Any claim of whatever nature against the Company shall be deemed conclusively to have been irrevocably waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

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2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (Cont'd)

2.3.12 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

2.3.13 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

2.3.14 **THE COMPANY MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, ABOUT THE COMPANY'S EQUIPMENT OR ABOUT THE QUALITY OF THE INTERNET ACCESS THAT CAN BE OBTAINED ON THE CUSTOMER'S COMPUTERS. THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY OR ARISING BY CUSTOM OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY WILL, HOWEVER, REPAIR OR REPLACE AT NO CHARGE TO THE CUSTOMER ANY OF THE COMPANY'S EQUIPMENT THAT IN THE COMPANY'S JUDGMENT FAILS TO OPERATE PROPERLY BECAUSE OF A DEFECT. THE COMPANY WILL NOT BE RESPONSIBLE FOR THE CONDITION OR REPAIR OF THE CUSTOMER'S HARDWARE, FIRMWARE, SOFTWARE OR OTHER CUSTOMER PREMISES EQUIPMENT USED TO CONNECT TO THE COMPANY'S SERVICES. THE CUSTOMER ACKNOWLEDGES THAT THE COMPANY DOES NOT EXERCISE CONTROL OVER THE CONTENT OF THE INFORMATION PASSING THROUGH THE INTERNET ACCESS IN CONNECTION WITH THE SERVICES THE COMPANY PROVIDES, NOR DOES THE COMPANY TAKE ANY RESPONSIBILITY FOR THE ACCURACY, QUALITY OR NATURE OF THE INFORMATION OBTAINED THROUGH THE SERVICES THE COMPANY PROVIDES.**

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2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (Cont'd)

2.3.15 THE COMPANY WILL NOT BE RESPONSIBLE TO THE CUSTOMER FOR LOSS OF PROPERTY DATA OR PROFITS, OR INJURY TO THE CUSTOMER OR OTHERS RESULTING FROM ANY DEFECT IN THE EQUIPMENT, ITS INSTALLATION OR ITS DISCONNECTION. THE COMPANY WILL NOT BE RESPONSIBLE TO THE CUSTOMER OR OTHERS FOR ANY FAILURE OR INTERRUPTION OF THE SERVICES RESULTING FROM ANY CIRCUMSTANCES BEYOND THE COMPANY'S CONTROL. THE COMPANY'S ONLY RESPONSIBILITY FOR ANY OTHER FAILURE OR INTERRUPTION OF THE SERVICES WILL BE TO CREDIT THE CUSTOMER'S ACCOUNT IN ACCORDANCE WITH ANY RELEVANT SERVICE AGREEMENT. THE COMPANY'S TOTAL LIABILITY SHALL BE LIMITED TO SUCH CREDIT TO THE EXTENT OF THE MONTHLY FEE ACTUALLY PAID BY OR INVOICED TO THE CUSTOMER FOR THE SERVICES. THE COMPANY SHALL IN NO EVENT BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR (I) LOSS OF PROFITS OR GOOD WILL OR (II) LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR (III) CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR CONTINGENT DAMAGES OF ANY KIND (WHETHER ARISING IN CONTRACT, TORT, INCLUDING NEGLIGENCE FOR ANY ACT OR OMISSION, STRICT LIABILITY, WARRANT OR OTHERWISE), OR BECAUSE OF ANY DELAY BY THE COMPANY OR ITS AUTHORIZED REPRESENTATIVES IN PROVIDING THE SERVICES, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (Cont'd)

2.3.16 Year 2000 Readiness Disclosure

Due to the interdependence among telecommunications companies, and the interrelationship with non-Company processes, equipment, and systems, the Company makes no warranty as to year 2000 readiness and is not responsible for failures caused by circumstances beyond its control including, but not limited to, failures caused by:

- A. a local exchange carrier;
- B. customer premises equipment; or
- C. the user or Customer.

In addition, the Company is not liable for any incompatibility between the Company's Services and any non-Company services used by the Customer or user.

This section is a Year 2000 readiness disclosure under the Year 2000 Information and Readiness Act of 1998.

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2. RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Customer

2.4.1 The Customer is responsible for placing any necessary orders; for complying with price list regulations; for the placement of any stickers or tent cards provided by the Company or as required by law; and for assuring that Users comply with price list regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Customer to Users. The Customer is also responsible for the payment of charges for calls originated at the Customer's number(s), excluding calls billable to another party (and that party not being the Customer), such as collect, third party, calling card, or credit card calls.

2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.

2.4.3 If required for the provision of the Company's services, the Customer must provide all necessary equipment space, supporting structure, conduit, rights of way, building access, and electrical power without charge to the Company.

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2. RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Customer (Cont'd)

2.4.4 The Customer must provide access to its premises at times mutually agreeable to the Company and the Customer when required by the Company personnel to install, repair, maintain, program, inspect or remove equipment with the provision of the Company's services.

2.4.5 The Customer shall ensure that the equipment and/or system is properly interfaced with the Company facilities or services, that the signals emitted into the Company's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this price list, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without use of protective interface devices.

If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to the Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service.

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2. RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Customer (Cont'd)

2.4.6 The Customer shall not, nor shall the Customer permit any person to open, tamper with, make any changes in or try to repair the Equipment without the Company's prior written permission. The Customer agrees not to remove the Equipment from the location where it was originally installed or permit anyone else to do so without the Company's prior written permission. The Customer will be responsible for and will pay to repair or replace any loss, theft or damage to the Equipment while in the Customer's possession or otherwise installed in the Premises.

The Customer agrees to pay a minimum service charge, as agreed upon by the Company and the Customer, for any service call made by the Company or the Company's agents or contractors at the Customer's request if the defect complained of is not in the Equipment but is in the Customer's computers, software, modems, filters, servers, telephone units, or telephone lines not supplied by the Company, electrical supply or any other equipment not furnished by the Company. In such case, the Company's service person will not attempt to repair the defect.

2.4.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer, Users, or others, by improper use of the services, or by use of equipment provided by the Customer, Users, or others.

2.4.8 The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.

2.4.9 The Customer is responsible for payment of the charges set forth in this price list.

2.4.10 The Customer is responsible for compliance with and the costs of compliance with the applicable regulations set forth in this price list.

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2. RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Customer (Cont'd)

2.4.11 The Customer shall indemnify and hold the Company harmless from all liability disclaimed by the Company as specified in Section 2.3 above, arising in connection with the provision of service by the Company, and shall protect and defend the Company from any suits or claims against the Company and shall pay all expenses (including actual attorney's fees and the costs of in-house counsel) and satisfy all judgments rendered against the Company in connection herewith. The Company shall notify the Customer of any suit or claim against the Company that may require indemnification from the Customer of which the Company is aware.

2.5 Cancellation or Interruption of Services

2.5.1 General

- A. A service is interrupted when it becomes unusable to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this price list.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

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2. RULES AND REGULATIONS (Cont'd)

2.5 Cancellation or Interruption of Services (Cont'd)

2.5.2 Limitations on Allowances

No credit allowance will be made for any interruption of service:

- A. due to the negligence of, or noncompliance with the provisions of this Price list by, any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- B. due to the failure of power, equipment, systems, or services not provided by the Company;
- C. due to circumstances or causes beyond the control of the Company;
- D. during any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. during any period in which the Customer continues to use the service on an impaired basis;

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2. RULES AND REGULATIONS (Cont'd)

2.5 Cancellation or Interruption of Services (Cont'd)

2.5.2 Limitations on Allowances (Cont'd)

- F. during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. that was not reported to the Company within thirty (30) days of the date that service was affected.

2.6 Discontinuance of Service for Cause

2.6.1 Without incurring liability, the Company may discontinue, upon ten (10) days prior written notice, the provision of service to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted services:

- A. For nonpayment of any sum due to the Company for more than thirty (30) days after issuance of the bill for the amount due;
- B. For violation of any of the provisions of this price list;

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2. RULES AND REGULATIONS (Cont'd)

2.6 Discontinuance of Service for Cause (Cont'd)

2.6.1 (Cont'd)

- C. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company's services; or
- D. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services; or
- E. For failure to properly care for equipment used in connection with an executed service agreement between the Company and the Customer. Upon termination of service, Customer will allow the Company to disconnect and remove all such equipment from Customer's premises.
- F. For failure to abide by the terms of the Company's Acceptable Use Policy.

2.7 Billing Arrangements

- 2.7.1 The Customer will either be billed directly by the Company or its intermediary, or charges will be included in the Customer's regular telephone bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.

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2. RULES AND REGULATIONS (Cont'd)

2.7 Billing Arrangements (Cont'd)

2.7.2 The Customer will pay all applicable installation charges, service fees/charges and equipment leasing fees. Installation work also may be billed pursuant to separate agreement, and may be billed in installments at the Company's discretion. The Customer will pay any local, state or federal taxes (including but not limited to sales, use, personal property and other taxes) imposed on any equipment, the installation, lease, use or repair, or on the Company's sale of the services to the Customer. If a services agreement is terminated by either party, the Customer agrees to pay all accrued unpaid charges (plus applicable interest), appropriate disconnection fees and applicable early termination charges.

2.7.3 The Company will bill the Customer monthly in advance for services and the Customer will pay the Company in U.S. currency for all charges indicated on the bill within 30 days after the invoice date. If the Company does not receive payment in full within 30 days after the invoice date, any unpaid amounts shall bear interest from the invoice date to the date of payment in full at the lesser of (i) 1.5% per month and (ii) the highest rate permitted by applicable law. The Company may provide the Customer the option to have all charges billed monthly in advance to the Customer's credit card. A charge of up to twenty-five dollars (\$25.00) may be imposed for each returned check.

2.7.4 The Customer must notify the Company of any billing dispute within 30 days of the Customer's receipt of such disputed bill. All items not in dispute must be paid as set forth in this price list or in a separate service agreement. Once the dispute is resolved, any appropriate adjustments due the Customer, or any appropriate payment due the Company, will appear on the next available bill.

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2. RULES AND REGULATIONS (Cont'd)

2.7 Billing Arrangements (Cont'd)

2.7.5 The Company reserves the right to terminate the Services, if payment is not received within 30 days from the due date on the bill. Ten (10) day prior written notice of the Customer's nonpayment and termination of the services will be given. If the Customer desires to restart the services, the Customer may be required to pay additional processing fees as well as prepaying for the Services. If the Customer's check is returned by the Customer's bank for insufficient funds or account closed, the Company reserves the right to terminate the services with prior written notice to the Customer and charge the Customer a processing fee of up to \$25.00.

2.7.6 Additional services ordered by the Customer including changes in the services or installation of new equipment may result in additional charges.

2.7.7 For every full hour of continuous interruption of the services resulting from circumstances within the control of the Company, the Company shall issue a credit to the Customer's account against the monthly fee otherwise payable for the month in which the interruption occurred for the proportional share of the Monthly Fee attributed to one hour of Services calculated on the basis of the Services being provided 24 hours a day for the number of days in such month. In no event shall the aggregate credit for any month exceed the monthly fee for such month.

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2. RULES AND REGULATIONS (Cont'd)

2.8 Minimum Use Contracts

2.8.1 The Company may offer services which require a minimum use guarantee ("MUG"). The Customer agrees to pay the minimum amount per period agreed to upon commencement of service. Customers falling below their MUG will be billed for the minimum amount due per period pursuant to the MUG agreement (even though this is below their actual usage amount).

2.8.2 Should the Customer choose to terminate a MUG agreement prior to its expiration date, the Customer will be liable for the minimum usage requirements contained in the agreement multiplied by the number of months remaining in the term, unless, with the Company's approval, Customer converts to another Company service with equal or greater term and minimum usage commitments. If no minimum usage requirement is specified in the agreement, upon early termination of Customer's agreement, Customer will be liable for its monthly average usage (calculated over the last three full billing periods immediately preceding the date of termination) multiplied by the number of months remaining in the term.

2.8.3 The minimum initial billing liability period for any service under this section is one month. Subsequent periods shall be for additional one-month increments unless otherwise specified.

2.9 Validation of Credit

The Company reserves the right to validate the creditworthiness of Customers or Users prior to the commencement of service, and to reject, in the Company's sole judgment, unqualified Customers or Users. No Customer or User shall have any claim against the Company for a credit rejection.

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2. RULES AND REGULATIONS (Cont'd)

2.10 Contested Charges

All bills are presumed accurate, and shall be absolutely binding on the Customer unless an objection is received by the Company within thirty (30) days after such bills are rendered. In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer shall take the following course of action within thirty (30) days of the billing date:

2.10.1 First, the Customer may request, and the Company will provide, 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.)

2.10.2 Second, if there is still a disagreement about the disputed amount after the investigation and review by the Company, the Customer may file an appropriate complaint with the Commission. The Commission's address is:

Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399
(800) 342-3552

2.11 Billing Entity Conditions

When billing functions on behalf of the Company are performed by local exchange telephone companies, or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

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2. RULES AND REGULATIONS (Cont'd)

2.12 Deposits

2.12.1 Deposit Requirements

The Company may require from any Customer or prospective Customer a cash deposit or credit card charge to be held as a guarantee for the payment of charges in accordance with the rules and regulations of the Commission. In its calculation of a potential Customers' creditworthiness, the Company will use trading banking references, credit reports, and any other information pertinent to a Customer's credit. Any deposit required shall be confirmed in writing to the Customer no later than the time of the next billing cycle.

2.12.2 Amount of Deposit

The maximum amount of any deposit will not exceed the equivalent of the Customers' estimated liability for two months usage. The amount of such usage may be estimated from past usage, the Customer's estimated anticipated usage, or the Company's average usage considering type and nature of service. The amount of a deposit may exceed this total when services are provided for short periods of time or under special circumstances. Interest on deposits held for thirty days or more will be paid at a rate permitted under Commission rules.

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2. RULES AND REGULATIONS (Cont'd)

2.13 Telephone Surcharges/Taxes/Contributions

In addition to the rates and charges applicable according to the rules and regulations of this price list, various surcharges and taxes may apply to charges incurred by and billed to the customer on the monthly billing statement. The Customer is responsible for payment of any and all such fees (including franchise and right-of-way fees), charges, surcharges, contributions and taxes, however designated, (including without limitation universal service contributions, telephone relay service contributions, sales, use, gross receipts, excise, access or other taxes, but excluding taxes on the Company's net income) imposed by any local, state, or federal government on or based upon the provision, sale or use of the Company's services. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those Customers receiving service within the boundaries of that subdivision, or as deemed taxable by the political subdivision.

2.14 Minimum Call Completion Rate

The Company will ensure an industry standard blocking rate no greater than one (1) call per 100 calls.

2.15 Promotions

The Company may from time to time offer promotional services.

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Newport Beach, California 92660

2. RULES AND REGULATIONS (Cont'd)

2.16 Individual Case Basis (ICB) Arrangements

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for service that varies from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed service than those specified for such service in this Price list. ICB rates will be offered to customers in writing and will be made available to similarly situated customers.

2.17 Telecommunications Relay Service

For intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay service call by 50 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 60 percent off of the otherwise applicable rate for a voice non-relay 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: _____, 2000

Effective: _____, 2000

Issued by: Andrea Sloan Pink
Vice President
4675 MacArthur Court
Newport Beach, California 92660

3. DESCRIPTION OF SERVICES

Company offers xDSL services to provide high-speed data connections. Services may be offered by the Company via its own facilities and/or the facilities of other carriers.

Services are subject to service order and service change charges where the Customer requests new services or changes in existing services, as well as indicated Non-Recurring and Monthly Recurring Charges.

Issued: _____, 2000

Effective: _____, 2000

Issued by: Andrea Sloan Pink
Vice President
4675 MacArthur Court
Newport Beach, California 92660

4. RATES

All rates set forth in this Section are subject to change and may be changed by the Company pursuant to notice requirements established by the Commission.

4.1 xDSL DataLoop

Monthly Recurring Charges:	\$65.00
Non-Recurring Installation Charge:	\$200.00

331877.0001

Issued: _____, 2000

Effective: _____, 2000

Issued by: Andrea Sloan Pink
Vice President
4675 MacArthur Court
Newport Beach, California 92660

EXHIBIT 4

Letter of Qualification to Transact Business



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

April 18, 2000

C T CORPORATION SYSTEM

TALLAHASSEE, FL

Qualification documents for BROADBAND DIGITAL TECHNOLOGIES, INC. were filed on April 18, 2000 and assigned document number F00000002146. Please refer to this number whenever corresponding with this office.

Your corporation is now qualified and authorized to transact business in Florida as of the file date.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please telephone (850) 487-6051, the Foreign Qualification/Tax Lien Section.

Buck Kohr
Corporate Specialist
Division of Corporations

Letter Number: 500A00021209

APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

FILED SECRETARY OF STATE DIVISION OF CORPORATIONS 00 APR 18 PM 1:49

1. Broadband Digital Technologies, Inc.
(Name of corporation: must include the word "INCORPORATED", "COMPANY", "CORPORATION", or words or abbreviations of like import in language as will clearly indicate that it is a corporation instead of a natural person or partnership if not so contained in the name at present.)

2. Delaware
(State or country under the law of which it is incorporated)

3. 74-2949043
(FEI number, if applicable)

4. January 14, 2000
(Date of incorporation)

5. PERPETUAL
(Duration: Year corp. will cease to exist or "perpetual")

6. UPON QUALIFICATION
(Date first transacted business in Florida. (See sections 607.1501, 607.1502, and 817.155, F.S.))

7. 4675 MacArthur Court, Suite 1400, Newport Beach, California 92660
(Current mailing address)

8. providing internet services and related software
(Purpose(s) of corporation authorized in home state or country to be carried out in the state of Florida)

9. Name and street address of Florida registered agent:

Name: C T Corporation System
Office Address: c/o C T Corporation System, 1200 South Pine Island Road
Plantation, Florida, 33324
(Zip Code)

10. Registered agent acceptance:

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application. I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligation of my position as registered agent.

C T Corporation System

Randy A. Shelley
(Registered agent's signature) (Officer)
RANDY A. SHELLEY
SPECIAL ASSISTANT SECRETARY
(Type Name and Title of Officer)

11. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

12. Names and addresses of officers and/or directors:

A. DIRECTORS

Chairman: see attached list of directors

Address: _____

Vice Chairman: see attached list of directors

Address: _____

Director: see attached list of directors

Address: _____

Director: _____

Address: _____

B. OFFICERS

President: see attached list of officers

Address: _____

Vice President: _____

Address: _____

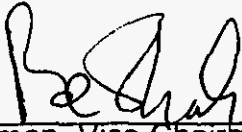
Secretary: _____

Address: _____

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
00 APR 18 PM 1:49

Treasurer: _____

Address: _____



NOTE: If necessary, you may attach an addendum to the application listing additional officers and/or directors.

13. _____
(Signature of Chairman, Vice Chairman, or any officer listed in number 12 of the application)

14. Richard Shields, Vice President
(Typed or printed name and capacity of person signing application)

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
00 APR 18 PM 1:49

ORIGINAL

SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

3000 K STREET, NW, SUITE 300
WASHINGTON, DC 20007-5116
TELEPHONE (202) 424-7500
FACSIMILE (202) 424-7645
WWW.SWIDLAW.COM

HARRY N. MALONE III
DIRECT DIAL (202) 424-7705
HNMALONE@SWIDLAW.COM

NEW YORK OFFICE
405 LEXINGTON AVENUE
NEW YORK, NY 10174
(212) 758-9500 FAX (212) 758-9526

May 11, 2000

VIA OVERNIGHT MAIL

Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0870

DEPOSIT

DATE

D298

MAY 12 2000

**Re: Application of Broadband Digital Technologies, Inc. for Authority to Provide
Alternative Local Exchange Service in Florida**

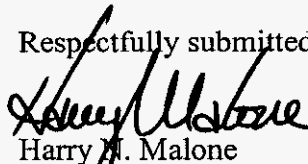
Dear Ms. Bayo:

Enclosed for filing on behalf of Broadband Digital Technologies, Inc. ("BDTI") please find an original and five (5) copies of BDTI's above referenced application. Also enclosed is a check in the amount of \$250.00 to cover the application filing fee.

Please note that BDTI is requesting confidential treatment of its financial statements which are attached as Exhibit 1 to its certification application. Pursuant to Section 364.183(1) of the Florida Rules of Practice and Procedure, BDTI is filing one original copy of its financial information and two (2) redacted copies. The financial information included in Exhibit 1 to BDTI's application, contains proprietary, commercially sensitive information that, if disseminated, could be used to the Applicant's detriment by competitors. Applicant therefore respectfully seeks to have this information protected as it constitutes sensitive and proprietary data.

Please date-stamp the enclosed extra copy of this filing and return in the self-addressed, stamped envelope provided. Should you have any questions concerning this filing, please do not hesitate to contact the undersigned at (202) 424-7705.

Respectfully submitted,



Harry N. Malone

Counsel for Broadband Digital Technologies, Inc.

Enclosures

cc: Andrea Sloan Pink, BDTI
Dhara Shah, BDTI
Kelly Olson

ORIGINAL

SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

3000 K STREET, NW, SUITE 300
WASHINGTON, DC 20007-5116
TELEPHONE (202) 424-7500
FACSIMILE (202) 424-7645
WWW.SWIDLAW.COM

HARRY N. MALONE III
DIRECT DIAL (202) 424-7705
HNMALONE@SWIDLAW.COM

NEW YORK OFFICE
405 LEXINGTON AVENUE
NEW YORK, NY 10174
(212) 758-9500 FAX (212) 758-9526

May 11, 2000

VIA OVERNIGHT MAIL

Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0870

DEPOSIT

DATE

D293

MAY 12 2000

000574-TX

Re: **Application of Broadband Digital Technologies, Inc. for Authority to Provide Alternative Local Exchange Service in Florida**

Dear Ms. Bayo:

Enclosed for filing on behalf of Broadband Digital Technologies, Inc. ("BDTI") please find an original and five (5) copies of BDTI's above referenced application. Also enclosed is a check in the amount of \$250.00 to cover the application filing fee.

Please note that BDTI is requesting confidential treatment of its financial statements which are attached as Exhibit 1 to its certification application. Pursuant to Section 364.183(1) of the Florida Rules of Practice and Procedure, BDTI is filing one original copy of its financial information and two (2) redacted copies. The financial information included in Exhibit 1 to BDTI's application, contains proprietary, commercially sensitive information that, if disseminated, could be used to the Applicant's detriment by competitors. Applicant therefore respectfully seeks to have this information protected as it constitutes sensitive and proprietary data.

Please date stamp the enclosed extra copy of this filing and return in the self-addressed

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SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

3000 K STREET, N.W. SUITE 300
WASHINGTON, DC 20007

CHECK DATE
05/10/00

CHECK NO. D 121519

Citibank DC Operating
1775 Pennsylvania Avenue, NW
Suite 440
Washington, DC 20006

CHECK AMOUNT
250.00*****

TWO HUNDRED FIFTY AND 00/100 Dollars

TWO SIGNATURES REQUIRED ON CHECK
OVER \$10,000.00

OPERATING ACCOUNT

PAY
TO THE
ORDER OF

Florida Public Service Commission

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

121519