

Wiley, Rein & Fielding

1776 K Street, N.W.
Washington, D.C. 20006
(202) 719-7000

Fax: (202) 719-7049
www.wrf.com

Writer's Direct Dial

October 31, 2000

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

001658-7X
001659-77
DEPOSIT DATE
D883 NOV 02 2000

Dear Sir or Madam:

Enclosed please find an original and six copies of the Application of Global Metro Network Florida, LLC for Authority to Provide Alternative Local Exchange Service Within the State of Florida, and an original and six copies of the Application for Authority to Provide Interexchange Telecommunications Service Between Points Within the State of Florida. Also included is a Motion for Protective Order for the financial materials included in the Applications.

This check is GREEN

WILEY, REIN & FIELDING
1776 K Street, N.W.
Washington, DC
Operating Account

131284

Date	Amount
10/30/2000	*****250.00

This check is GREEN

WILEY, REIN & FIELDING
1776 K Street, N.W.
Washington, DC
Operating Account

REDACTED

131285

Date	Amount
10/30/2000	*****250.00

Pay Two Hundred Fifty and 00/100 Dollars ONLY

To the
Order of

FLORIDA PUBLIC SERVICES COMMISSION
DOCUMENT NUMBER-DATE

14168 NOV 18

Bank of America, N.A.
Washington, DC

DOCUMENT NUMBER-DATE

Doc 159 NOV 18
[Signature]

(Two Signatures Required For Amounts Over \$1,000.00)
FPSC-RECORDS/REPORTING

FPSC-RECORDS/REPORTING

ORIGINAL

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Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Blvd.
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DEPOSIT DATE
D3 B3 NOV 02 2001

001658-TX
001659-TT

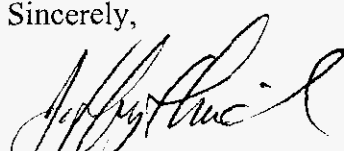
Dear Sir or Madam:

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Also enclosed please find additional copies of the applications marked "Duplicate." I would appreciate it if you would stamp the Duplicates to show that the applications were received and return them to me in the prepaid overnight envelope provided.

If you have any questions, please do not hesitate to contact me.

Sincerely,


Jeffrey S. Linder

Man
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE
14168 NOV-18
FPSC-RECORDS/REPORTING

ORIGINAL

**** 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

601658-JX

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:

Global Metro Networks Florida, LLC.

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

Not applicable

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

8401 Colesville Road, Suite 305

Silver Spring, Maryland 20910

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

Global Metro Networks does not yet have a Florida office. The address of

its registered agent is: Corporation Service Company, 1201 Hays Street

Tallahassee, FL 32301

6. Structure of organization:

- () Individual (X) Corporation
() Foreign Corporation () Foreign Partnership
() General Partnership () Limited Partnership
() Other _____

7. **If individual**, provide:

Name: _____ Not applicable - not an individual _____

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 - not incorporated in Florida _____

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

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

_____ See attached application for authority _____

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:**

_____ Not applicable _____

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

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

_____ Not applicable - not a limited liability partnership _____

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

Name: _____ Not applicable - not a partnership _____

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 - not a foreign limited partnership

14. Provide **F.E.I. Number** (if applicable): 06-1595895 _____

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.

_____ No _____

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

See the resumes provided in response to Question 18 for information regarding the prior telecommunications experience of Applicant's officers and directors. Investors in Applicant's ultimate parent company hold interests in many telecommunications companies, some of which may hold certificates from the PSC

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

(a) The application:

Name: Steven Morris

Title: Director of Regulatory Affairs

Address: 8401 Colesville Road, Suite 305

City/State/Zip: Silver Spring, Maryland 20910

Telephone No.: 301-578-1900 Fax No.: 301-588-1965

Internet E-Mail Address: SMorris@GlobalMetro.com

Internet Website Address: www.globalmetronetworks.com

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

Name: Steven Morris

Title: Director of Regulatory Affairs

Address: 8401 Colesville Road, Suite 305

City/State/Zip: Silver Spring, Maryland 20910

Telephone No.: 301-578-1900 Fax No.: 301-588-1965

Internet E-Mail Address: SMorris@GlobalMetro.com

Internet Website Address: www.globalmetronetworks.com

(c) Complaints/Inquiries from customers:

Name: Liam McElhone

Title: Vice President of Sales and Contracts

Address: 8401 Colesville Road, Suite 305

City/State/Zip: Silver Spring, Maryland 20910

Telephone No.: 301-578-1900 **Fax No.:** 301-588-1965

Internet E-Mail Address: lmcelhone@GlobalMetro.com

Internet Website Address: www.globalmetronetworks.com

17. List the states in which the applicant:

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

None

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

California, the District of Columbia, Georgia, Illinois, Massachusetts, Maryland, New York, Texas, Pennsylvania, Virginia

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

None

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

None

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

None

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

None

18. Submit the following:

A. Financial capability.

GMN possesses the financial ability to provide local exchange telephone service. GMN is a newly formed subsidiary that will be supported by its U.S. and European parent companies. Global Metro Networks, Ltd. was founded in 1999 by a team of telecommunications executives with comprehensive expertise in all aspects of the construction, maintenance, and sale of complex intra-city fiber networks. It is developing plans to deploy networks in ten states and the District of Columbia and in fifteen cities in Europe. It has received \$240 million in equity capital from leading communications industry private equity investors.

GMN does not have audited financial statements. However, in support of its showing of financial ability, GMN has attached the unaudited balance sheet of Global Metro Networks, Ltd. as of September 30, 2000, signed by GMN affirming that the information is true and correct. It is also including two years of projections for Global Metro Networks, USA, Inc. As noted above the U.S. and European parent companies are committed to supporting GMN. The parent companies are committed to supporting GMN's activities in Florida.

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

See attached document.

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.

See attached document.

Note that Global Metro Networks will only be providing private line service. Thus, the provisions of Rule 25-4.110(15) Customer Billing for Local Exchange Telecommunications Companies (relating to pay-per-call services); Rule 25-24.515 Pay Telephone Service and Rule 25-24.516 Pay Telephone Rate Caps do not apply to the service Global Metro Networks is offering.

**** APPLICANT ACKNOWLEDGMENT STATEMENT ****

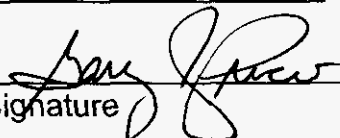
1. REGULATORY ASSESSMENT FEE: I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 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

October 30, 2000
Date

V.P. FINANCE & CONTROLLER
Title

301-578-1900
Telephone No.

Address: 8401 COLLEVILLE ROAD, #305
SILVER SPRING, MD 20910

301-578-1965
Fax No.

ATTACHMENTS:

- A - INTRASTATE NETWORK
- B - AFFIDAVIT
- C - FINANCIAL INFORMATION

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) None 2) _____

- 3) _____ 4) _____

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

- 1) None 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.

See attached map


<u>POP-to-POP</u>	<u>OWNERSHIP</u>
1) _____	_____
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:

<u></u>	<u>October 30, 2000</u>
Signature	Date
<u>Vice President and Secretary</u>	<u>301-578-1900</u>
Title	Telephone No.
Address: <u>8401 Colesville Road</u>	<u>301-578-1965</u>
<u>Silver Spring, MD 20910</u>	Fax No.

QUESTION 9(a)

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO
TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 608.503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. Global Metro Networks Florida, LLC
(Name of foreign limited liability company)
2. Delaware
(Jurisdiction under the law of which foreign limited liability company is organized)
3. 06-1595895
(FEI number, if applicable)
4. October 4, 2000
(Date of Organization)
5. Perpetual
(Duration: Year limited liability company will cease to exist or "perpetual")
6. n/a
(Date first transacted business in Florida. (See sections 608.501, 608.502, and 817.155, F.S.))
7. 8401 Colesville Road, Silver Spring, MD 20910
(Street address of principal office)

COPY

8. If limited liability company is a manager-managed company, check here
9. The name and usual business addresses of the managing members or managers are as follows:
Sole Member: GMN US Operations, Inc., 8401 Colesville Road, Silver Spring, MD 20910

10. Attached is an original certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (A photocopy is not acceptable. If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted.)

11. Nature of business or purposes to be conducted or promoted in Florida: _____

Construction and operation of telecommunications networks
GMN US OPERATIONS, INC.

By: _____
Signature of a member or an authorized representative of a member.
(In accordance with section 608.408(3), F.S., the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

Gary Price, Assistant Secretary
Typed or printed name of signee

**CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE**

PURSUANT TO THE PROVISIONS OF SECTION 608.415 or 608.507, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE STATE OF FLORIDA.

1. The name of the Limited Liability Company is:

Global Metro Networks Florida, LLC

2. The name and the Florida street address of the registered agent and office are:

Corporation Service Company

(Name)

1201 Hays Street

Florida street address (P.O. Box **NOT** ACCEPTABLE)

Tallahassee

FL

32301

City/State/Zip

COPY

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, 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 relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S..

(Signature)

\$ 100.00	Filing Fee for Application
\$ 25.00	Designation of Registered Agent
\$ 30.00	Certified Copy (optional)
\$ 5.00	Certificate of Status (optional)

Application For Authority To Provide ALEC Service Within The State Of Florida
Question 18.B and C

Douglas Hudson
President and Chief Operating Officer

Doug has been a leader in the US competitive telephone industry since its inception. After serving as a Regional Sales Manager for ATC Microtel from 1983 to 1987, Doug was one of the founders of Metropolitan Fiber Systems, a competitive access provider subsequently acquired by MCIWorldcom, rising to the position of Vice President and General Manager of the mid-Atlantic region. In 1987, Doug joined e.spire Communications (formerly American Communication Systems, Inc.), one of the country's first competitive local exchange carriers, as an Executive Vice President and General Manger for Field Operations in 1994, where he was in charge of sales and field operations, with full profit loss responsibility. In 1998, he founded ACSI Network Technologies, e.spire's network development subsidiary, which provides construction engineering, project management, and construction services.

Matt Phillips
Vice President of Construction and Engineering

Matt is a graduate of US Military Academy at West Point and served in the US Army for five years as an operations and logistics officer, achieving the rank of Captain. Matt joined e. spire Communications in 1994. During his 6 year career at e.spire, he served as Regional VP, Sales Operation and later as Regional VP, Engineering and Construction for ACSI NT. Matt has extensive experience in all aspects of the telecommunications industry including outside plant, engineering, construction, facility design, operations, and sales.

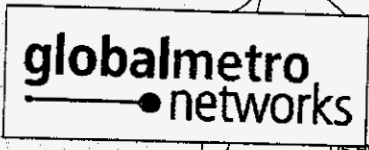
Liam McElhone
Vice President, Contracts and Sales Operations

Prior to joining GMN, Liam served as Senior Vice President, Finance and Business Development for ACSI Network Technologies, Inc., a subsidiary of e.spire Communications, where he was responsible for pricing and proposal development, contracts negotiation and administration, financial reporting, marketing, and business development. Liam previously served as a member of the management team responsible for launching CLEC services for NEXTLINK in Chicago, and served as the Director of Cable & Wireless prepaid calling card division in the United States. Before entering the telecommunications industry, Liam spent seven years in aviation finance, working for the US marketing divisions of British Aerospace and Daimler Benz Aerospace. Liam graduated from the University of Virginia with a Bachelor of Science in Commerce with concentrations in Finance and Marketing.

Gary Price
Vice President, Finance and Controller

Gary Price joined Global Metro Networks in March of 2000. He brings over 15 years of Accounting and Tax experience with over 9 years of international telecommunications experience. With his career in the communications industry he has been involved in numerous global capacity transactions, mergers, acquisitions, and complex global financing structures. Most recently he served as Director of Taxation for Teleglobe Communications Corporation where he managed complex cross-border tax and accounting structures associated with their rapid global expansion to over forty international markets. In 1996, he served on the management finance team responsible for the \$96.6 million IPO of LCC International, the world's largest RF engineering and wireless telecommunications consulting firm. Mr. Price received his B.B.A. from the University of Texas at Arlington and his M.S.T. from George Washington University.

Proposed Network South Florida



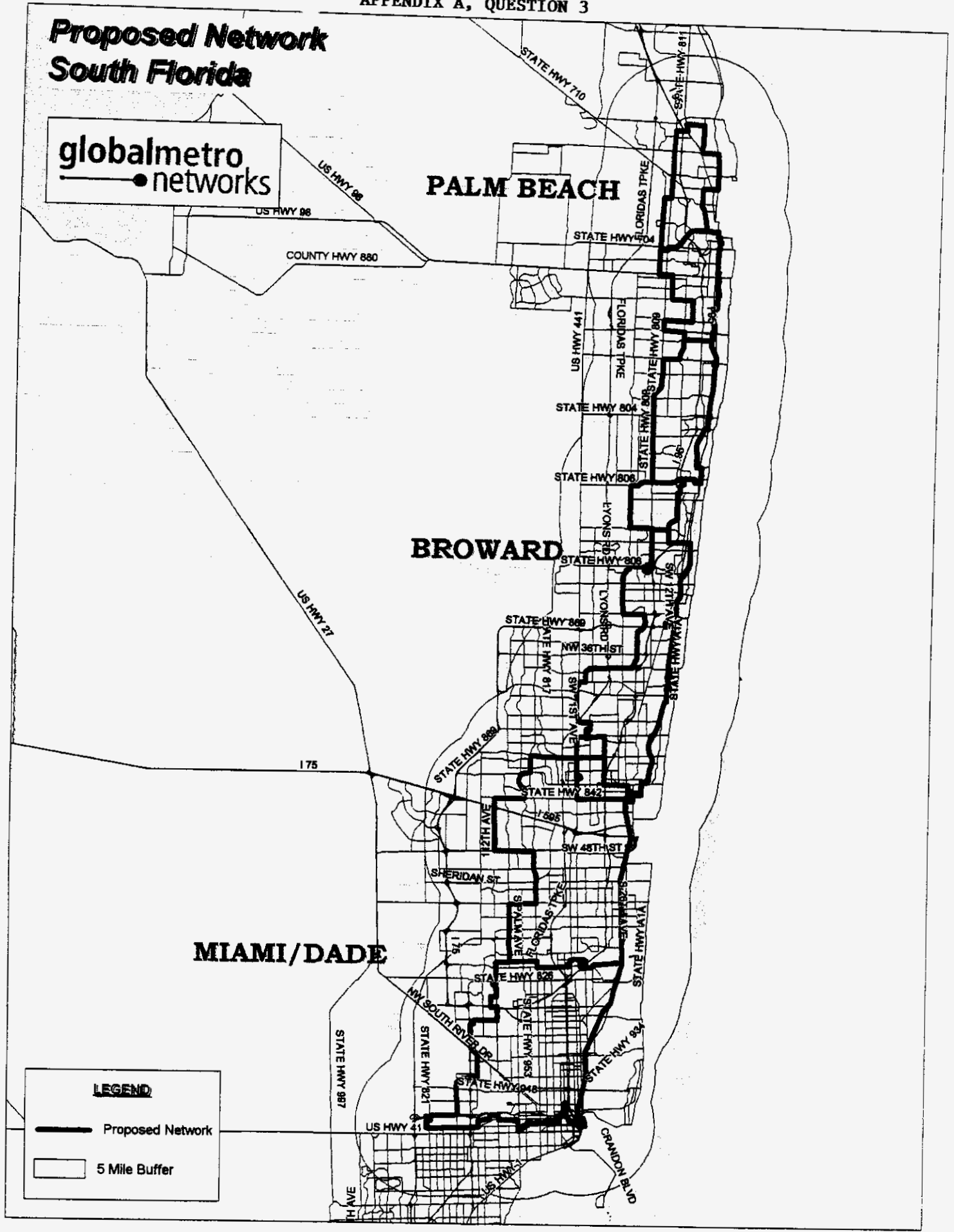
PALM BEACH

BROWARD

MIAMI/DADE

LEGEND

- Proposed Network
- 5 Mile Buffer



APPENDIX C
(TO BE FILED UNDER MOTION FOR PROTECTIVE
ORDER SEAL)

TITLE SHEET

FLORIDA TELECOMMUNICATIONS PRICE LIST

This price list contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for alternative local exchange telecommunications services provided by Global Metro Networks Florida, LLC, with principal offices at 8401 Colesville Road, Suite 305 Silver Spring, MD 20910. This price list applies for services furnished within the state Florida. This price list is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

ISSUED: October 31, 2000

EFFECTIVE:

By: Director of Regulatory Affairs
8401 Colesville Road, Suite 305
Silver Spring, MD 20910

CHECK SHEET

The sheets listed below, which are inclusive of this price list, 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 price list and are currently in effect as of the date at the bottom of this page.

SHEET REVISION

<u>Page</u>	<u>Number of 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

ISSUED: October 31, 2000**EFFECTIVE:****By:**

Director of Regulatory Affairs
8401 Colesville Road, Suite 305
Silver Spring, MD 20910

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 Payment Arrangements 10

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Confidential Information 12

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Rates 16

ISSUED: October 31, 2000

EFFECTIVE:

By: Director of Regulatory Affairs
8401 Colesville Road, Suite 305
Silver Spring, MD 20910

SYMBOLS SHEET

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

D - Delete Or Discontinue

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

M - Moved From Another Price List 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: October 31, 2000

EFFECTIVE:

By:

Director of Regulatory Affairs
8401 Colesville Road, Suite 305
Silver Spring, MD 20910

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Company - Global Metro Networks Florida, LLC

Customer - The person, firm, corporation or other entity that orders Service or is responsible for the payment of charges and compliance with the Company's regulations.

Service - Any or all service(s) provided by the Company pursuant to this tariff.

Service Agreement - The contractual arrangement, if any, between the Company and the Customer for the provision of Service.

ISSUED: October 31, 2000

EFFECTIVE:

By:

Director of Regulatory Affairs
8401 Colesville Road, Suite 305
Silver Spring, MD 20910

SECTION 2 - RULES AND REGULATIONS**2.1. Undertaking of the Company****2.1.1. Scope**

The Company undertakes to provide Service in accordance with the terms and conditions set forth in this tariff and any Service Agreement executed by the Customer. This price list is not applicable to non-common carrier services or to services that are not jurisdictionally intrastate.

2.1.2. Availability of Service

2.1.2.A. Service is available twenty-four (24) hours per day, seven (7) days per week, subject to transmission, atmospheric, topographic and like conditions.

2.1.2.B. Service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing Service because of (i) the lack of transmission medium capacity, (ii) the need to perform maintenance, modifications, upgrades, relocations or other similar activities necessary for the provision of Service, or (iii) any cause beyond its control.

2.1.2.C. The Company reserves the right to arrange for Service to be furnished through the facilities of another entity when necessary.

ISSUED: October 31, 2000

EFFECTIVE:

By:

Director of Regulatory Affairs
8401 Colesville Road, Suite 305
Silver Spring, MD 20910

SECTION 2 - RULES AND REGULATIONS (Continued)**2.1. Undertaking of the Company (Continued)****2.1.3. Liability of the Company**

2.1.3.A. Except as stated in this Section 2.1.3, the Company shall have no liability for damages, including without limitation direct, consequential, special, incidental or indirect damages, arising out of or related to events, acts, rights or privileges contemplated in this tariff.

2.1.3.B. The liability of the Company for damages arising out of mistakes, interruptions, omissions, delays, errors or defects occurring in the course of establishing, furnishing, rearranging, changing, or terminating Service under this tariff, and not caused by the failure or negligence of the Customer, shall in no event exceed either (i) an amount equivalent to the proportionate charges the Company would assess the Customer for the period of Service during which such mistakes, interruptions, omissions, delays, errors or defects occur, or (ii) the monthly fee relating to the Service, whichever is less. No other liability in any event shall attach to the Company.

2.1.3.C. The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to acts of God, fire, flood or other catastrophes; any law, order, regulation, directive, action or request of the United States Government, or any other government, including federal, state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; any national emergencies, insurrections, riots, wars; or any labor difficulties.

ISSUED: October 31, 2000

EFFECTIVE:

By:

Director of Regulatory Affairs
8401 Colesville Road, Suite 305
Silver Spring, MD 20910

SECTION 2 - RULES AND REGULATIONS (Continued)

2.1. Undertaking of the Company (Continued)

2.1.3. Liability of the Company (Continued)

2.1.3.D. The Company shall not be liable for any act or omission of any other entity furnishing to the Customer equipment, facilities or service used with the Service furnished in this tariff; nor shall the Company be liable for any damages or losses due to the failure or negligence of the Customer or due to the failure of Customer-provided equipment or facilities.

2.1.3.E. The Company is not liable for any damages, including usage charges, the Customer may incur as a result of the unauthorized use or the misuse of the Service. This unauthorized use or misuse includes, but is not limited to, the unauthorized use or misuse of Service by the Customer's employees, third parties, or the public. The Company does not warrant or guarantee that it can prevent unauthorized use or misuse.

2.1.3.F. There is no express or implied warranty or condition, whether of merchantability, fitness for a particular purpose or otherwise, to the extent applicable, with respect to the Service provided by the Company.

ISSUED: October 31, 2000

EFFECTIVE:

By:

Director of Regulatory Affairs
8401 Colesville Road, Suite 305
Silver Spring, MD 20910

SECTION 2 - RULES AND REGULATIONS (Continued)**2.1. Undertaking of the Company (Continued)****2.1.4. Claims**

The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to (A) claims for libel, slander invasion of privacy, or infringement of copyright in connection with the material transmitted over the Company's Service or facilities; (B) claims for infringement of patent arising from the combination, connection or use of the Company's equipment, facilities or Service with Customer-provided equipment, facilities or services; and (C) any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's Service or facilities.

2.1.5. Provision of Equipment and Facilities

2.1.5.A. Except as otherwise indicated, Customer-provided equipment and facilities used in connection with this Service shall be so constructed, maintained and operated as to work satisfactorily with the Company's Service, equipment and facilities.

2.1.5.B. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided equipment or facilities. Where such equipment or facilities are used in connection with the Service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of the Service under this tariff and to the maintenance and operation of such Service. The Company shall not be liable to the Customer if changes in any of the Company's equipment, facilities, operations or Service (i) renders obsolete any of the Customer-provided equipment or facilities; (ii) requires modification of the Customer-provided equipment or facilities; or (iii) otherwise affects the reception of signals by Customer-provided equipment or facilities.

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SECTION 2 - RULES AND REGULATIONS (Continued)**2.2. Obligations of the Customer****2.2.1. Service Activation/Deactivation**

2.2.1.A. To activate or change Service, the Company may require the Customer to execute a Service Agreement containing, but not limited to, the following information: (i) name; (ii) address; and (iii) telephone number.

2.2.1.B. The Customer may terminate Service by written notice delivered thirty (30) days prior to the end of the initial term, subject to full payment of the charges, including termination charges, for the Service rendered or, as applicable, for the minimum period or commitment.

2.2.2. Payment Arrangements

2.2.2.A. The Customer is responsible for payment of all charges for Service furnished by the Company to the Customer. This responsibility is not changed due to any unauthorized use or misuse of the Service by the Customer's employees, third parties, or the public. The Customer shall indemnify and hold the Company harmless from all costs, expenses, claims or actions arising from unauthorized use or misuse of any nature of the Service. The Customer shall not be excused from paying the Company for Service provided to the Customer or any portion thereof on the basis that unauthorized use or misuse occurred over the Service.

2.2.2.B. In cases where special construction or materials or unusual expenses are required to supply Service to the Customer, the Customer shall pay additional charges to compensate for the additional costs.

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SECTION 2 - RULES AND REGULATIONS (Continued)**2.2. Obligations of the Customer (Continued)****2.2.2. Payment Arrangements (Continued)**

- 2.2.2.C. Federal, state and local sales, use, excise and other taxes, where applicable, shall be added to the charges contained therein, unless the Customer provides a properly executed certificate of exemption from such taxes. It shall be the responsibility of the Customer to pay these taxes and to accept the liability of any such unpaid taxes that may become applicable.
- 2.2.2.D. Charges for Service are payable in advance except for per minute or per call charges, if any, which are payable in arrears. Bills are due and payable when tendered and are payable at the business office of the Company or at any other office designated by the Company.
- 2.2.2.E. Interest, at the lesser of (i) the rate of one and one-half (1.5) percent compounded monthly and computed on a daily basis or (ii) the highest rate allowed by law per month, may accrue upon any unpaid amount commencing thirty (30) days after the date of the invoice. If the Company initiates legal proceedings to collect any amount due hereunder and the Company substantially prevails in such proceedings, then the defendant Customer shall pay the reasonable counsel fees and costs of the Company in prosecuting such proceedings and appeals therefrom.
- 2.2.2.F. Charges shall be deemed correct and properly billed if the Customer fails to notify the Company in writing with reasonable detail that it is disputing a particular charge within thirty (30) days after the date of the invoice.
- 2.2.2.G. A fee up to the highest amount permitted by applicable law will be charged for all returned checks.

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SECTION 2 - RULES AND REGULATIONS (Continued)**2.2. Obligations of the Customer (Continued)****2.2.3. Service Deposits**

2.2.3.A. The Customer may be required to make a Service deposit in the amount of one month's estimated charge if the Customer has not established its creditworthiness to the satisfaction of the Company.

2.2.3.B. Upon deactivation of Service or after a one-year period of non-delinquency in the payment for Service, the Customer may withdraw this deposit, provided the deposit is not credited against bills for Service and the Customer supplies satisfactory proof of the right to receive the deposit.

2.2.4. Liability of the Customer

The Customer shall be liable for any damages to or loss of the Company's equipment, facilities or Service or for any injury to the Company's personnel caused by the negligence or willful act of the Customer's officers, employees, agents or contractors.

2.3. Confidential Information

The Customer shall submit to the Company true and exact information relating to its Service orders and shall advise the Company of any change in such information. The Customer shall have authority to submit such information to the Company. All information exchanged between the Company and Customer shall be kept confidential except that the Company may make Customer information available where necessary to employees or agents of the Company for the purpose of providing Service.

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SECTION 2 - RULES AND REGULATIONS (Continued)**2.4. Use of Service**

- 2.4.1. The Service shall not be used for any unlawful purpose.
- 2.4.2. The Service shall be used in a manner consistent with the terms of this tariff and the policies and regulations all federal, state and local governmental authorities having jurisdiction over the Service.
- 2.4.3. The Service or any rights associated therewith may not be assigned or in any manner transferred without the written consent of the Company.

2.5. Termination of Service for Cause

- 2.5.1. Upon non-payment of any sum owing to the Company for more than forty-five (45) days beyond the date the bill for Service is mailed by the Company, or upon violation of any of the terms or conditions governing the furnishing of Service under this tariff, the Company may, without incurring any liability, terminate the furnishing of Service to the Customer under this tariff.
- 2.5.2. The Company reserves the right to terminate Service without notice if it deems such action necessary to protect against fraud or to protect its personnel, agents, equipment, facilities or Service.
- 2.5.3. Notwithstanding (A) & (B) above, the Service shall terminate automatically upon the initiation by or against the Customer of a proceeding in bankruptcy, reorganization, insolvency, receivership or assignment for the benefit of creditor.
- 2.5.4. Termination of Service for cause does not relieve the Customer of the obligation to pay all charges that have accrued under this tariff.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES**3.1. Service Description**

3.1.1. Service consists of the furnishing of intrastate telecommunications service. The Service provides a transmission path for voice, data, facsimile, signaling, metering, or other similar communications, subject to the transmission capabilities of the Service.

3.1.2. The Company provides local exchange private line and long distance dedicated service as described below, subject to availability.

3.1.2.A. The rate elements for all Services are as follows:

Channel Termination Charge: Provides the Customer with the direct connection required for the type of Service.

Fixed Mileage Charge: The monthly charge covers the cost of equipment for the monitoring and routing of a circuit. The fixed mileage charge applies for each end of a circuit.

Per Mile Rate Charge: This charge is based upon the actual airline mileage of the circuit.

Non-recurring Charge: For all Services, the Customer will be charged a one-time non-recurring charge to cover the cost of installation, circuit design and administration of the service order process.

3.1.2.B. DS-1 Service: This Service is provisioned over a digital point-to-point private line facility with a nominal capacity of 1.544 Mbps of up to 24 analog or digital channels. The channels are provided between Customer designated premises or between a Customer designated premise and a Company hub. Customer is responsible for providing the Network Channel Terminating Equipment associated with this Service at the Customer's premises. The Service is available 24-hours per day, 7 days per week.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (Continued)**3.1. Service Description (Continued)**

- 3.1.2.C. **DS-3 Service:** This Service is provisioned over a digital point-to-point private line facility with a nominal capacity of 44.736 Mbps of up to 28 DS-1 channels or 672 analog or digital channels. The channels are provided between Customer designated premises or between a Customer designated premise and a Company hub. Customer is responsible for providing the Network Channel Terminating Equipment associated with this Service at the Customer's premises. The Service is available 24-hours per day, 7 days per week.
- 3.1.2.D. **OC-3 Service:** This Service provides dedicated transport utilizing synchronous optical network (SONET) transmission standards at a transmission rate of 155.52 Mbps. The Service is provided between two Customer premises or between a Customer's premise and a Company hub. The Customer may provide equipment at the Customer premise which allows the channel to be converted to an electrical signal at lower speed, subject to standard equipment compatibility requirements. The Service is available 24-hours per day, 7 days per week.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (Continued)**3.1. Service Description (Continued)**

3.1.2.E. OC-12 Service: This Service provides dedicated transport utilizing synchronous optical network (SONET) transmission standards at a transmission rate of 622.08 Mbps. The Service is provided between two Customer premises or between a Customer's premise and a Company hub. The Customer may provide equipment at the Customer premise which allows the channel to be converted to an electrical signal at lower speed, subject to standard equipment compatibility requirements. The Service is available 24-hours per day, 7 days per week.

3.2. Rates

The rates for Service furnished pursuant to this tariff are set forth below. Other charges, including promotional rates, may apply in addition to or instead of such rates, as permitted by law. Charges are based on the rates in effect at the time Service is furnished.

3.2.1 Calculation of Rates

3.2.1.A. The rates for Service furnished pursuant to this tariff are set forth below. Other charges, including promotional rates, may apply in addition to or instead of such rates, as permitted by law. Charges are based on the rates in effect at the time Service is furnished.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (Continued)3.2. **Rates (Continued)**

3.2.2.B. Rates for Service are based on airline mileage between rate centers of the calling and called stations. Mileage is calculated using the Vertical and Horizontal (V&H) coordinate system from the National Exchange Carrier Association Tariff F.C.C. No. 4.

3.2.2. **Charges**

3.2.2.C. DS-1 Service

Channel Termination, per point of termination	\$ 210.00
Fixed Mileage, per point of termination	\$ 72.00
Mileage, per mile	\$ 22.45
Non-recurring charge, per circuit	\$ 526.00

3.2.2.D. DS-3 Service

Channel Termination, per point of termination	\$ ICB
Fixed Mileage, per point of termination	\$ ICB
Mileage, per mile	\$ ICB
Non-recurring charge, per circuit	\$ ICB

3.2.2.E. OC-3 Service

Channel Termination, per point of termination	\$ ICB
Fixed Mileage, per point of termination	\$ ICB
Mileage, per mile	\$ ICB
Non-recurring charge, per circuit	\$ ICB

3.2.2.F. OC-12 Service

Channel Termination, per point of termination	\$ ICB
Fixed Mileage, per point of termination	\$ ICB
Mileage, per mile	\$ ICB
Non-recurring charge, per circuit	\$ ICB

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