

MILLER ISAR

REGULATORY CONSULTANTS

3220 UDDENBERG LANE, SUITE 4
GIG HARBOR, WASHINGTON 98335

ANDREW O. ISAR

TELEPHONE: 253.851.6700
FACSIMILE: 253.851.6474
HTTP://WWW.MILLERISAR.COM

RECORDS AND
REPORTING

NOV 27 PM 1:35

RECEIVED-FPSC

Via Overnight Delivery

November 22, 2000

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

001737-TI

Re: GoBeam Services, Inc. – Application For Authority to Provide Interexchange Telecommunications Service

Dear Sir/Madam:

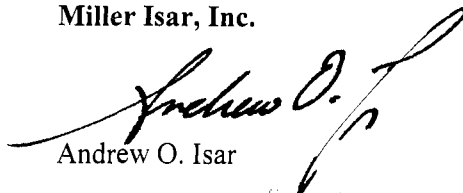
Enclosed are an original and six (6) copies GoBeam Services, Inc.'s ("GoBeam") Application for Authority to Provide Interexchange Telecommunications Service Between Points Within the State of Florida. Also enclosed is a check in the amount of \$250.00 in payment of the filing fee.

GoBeam contemporaneously files a Motion for Protective Order at Appendix F, requesting confidential treatment of its financial statements, which are attached to the Application as Appendix E and are sealed in a manila envelope and labeled "Confidential." GoBeam respectfully requests that its financial statements be viewed by Commission staff only in the discharging of its duties, and not be released to the public, consistent with GoBeam's Motion, if granted.

Please acknowledge receipt of this filing by date stamping and returning the additional copy of this transmittal letter in the self-addressed, postage-paid envelope enclosed for this purpose. Questions regarding this application may be directed to the undersigned.

Sincerely,

Miller Isar, Inc.

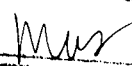


Andrew O. Isar

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

RECEIVED & FILED

Enclosures


FPSC BUREAU OF RECORDS

Initials of person who forwarded check

DOCUMENT NUMBER-DATE

15159 NOV 27 8

FPSC-RECORDS/REPORTING

This claim of confidentiality was filed by or on behalf of a "telco" for Confidential DN 15160-00. 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.

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF FLORIDA

ORIGINAL

In the Matter of the Application)
of GoBeam Services, Inc.)
for Original Authority to Provide)
Interexchange Telecommunications)
Services Within the State of Florida)

Docket No. 001737-TI

APPLICATION FOR AUTHORITY

GoBeam Services, Inc. ("Applicant"), pursuant to Chapter 25-24, Section 25-24.470, and Section 25-24.471, Rules of the Florida Public Service Commission, hereby files an Application for Original Authority to Provide Interexchange Telecommunications Services within the State of Florida ("Application") with the Florida Public Service Commission ("Commission"). In support of its Application, Applicant provides the following information in accordance with Florida Public Service Commission Form PSC/CMU 31 (12/96)¹:

1. Applicant requests Original Authority to operate as an interexchange telecommunications company providing intraLATA and interLATA intrastate high speed data and toll voice services, throughout the State of Florida. Applicant will offer interexchange services in conjunction with its local services, authority for which is contemporaneously being sought under separate application.

2. Applicant's legal name is GoBeam Services, Inc.

3. Applicant will be doing business as GoBeam Services, Inc.

4. Applicant's business address is:

GoBeam Services, Inc.
2001 Crow Canyon Road, Suite 150
San Ramon, California 94583

Telephone: 408.991.0980
Facsimile: 408.991.9490

¹ As Applicant has not previously provided intrastate telecommunications services in Florida, a Certificate of Transfer or Assignment Statement is not included in Applicant's application.

DOCUMENT NUMBER DATE

15159 NOV 27 8

FPSC-RECORDS/REPORTING

5. Applicant will not have a Florida office, nor maintain employees in the State of Florida. All of Applicant's operations will be directed from Applicant's national office.

6. Applicant will conduct business as a facilities-based carrier.

7. Applicant is a privately-held corporation incorporated under the laws of the State of California on May 10, 2000. Applicant's Articles of Incorporation are attached hereto at **Exhibit A**.

8. Not applicable. (Applicant is not an individual.)

9. Not applicable. (Applicant is not incorporated in Virginia.)

10. (a) Proof from the Florida Secretary of State that the Applicant has authority to operate in Florida is attached hereto at **Exhibit B**. Applicant's Florida Secretary of State Corporate Registration number is F00000006230.

11. Applicant will not use a fictitious name.

12. Not applicable. (Applicant is not a limited liability partnership.)

13. Not applicable. (Applicant is not a limited partnership.)

14. Not applicable. (Applicant is not a foreign limited partnership.)

15. Applicant's Federal Employer Identification number is: 94-3365126

16. Applicant will conduct its own billing to end users. Applicant's name will appear on end user bills.

17. Applicant intends to serve commercial subscribers who will be the recipients of Applicant's bills. Residential subscribers will receive applicant's bills at such time that applicant elects to serve residential subscribers.

18. (a) Correspondence and communications concerning this Application and Tariff should be directed to Applicant's regulatory consultant:

Mr. Andrew Isar
Miller Isar, Inc.
P. O. Box 470
Gig Harbor, Washington 98335
Telephone: 253.851.6700
Facsimile: 253.851.6474
email: aisar@millerisar.com

18. (b) The official point of contact for ongoing operations of the Applicant is:

Mr. Tom Weckel
Director – Carrier & Regulatory Relations
GoBeam Services, Inc.
2001 Crow Canyon Road, Suite 150
San Ramon, California 94583
Telephone: 925.314.1277
Facsimile: 925.855.8238
Email: tom.weckel@gobeam.com

18. (c) Customer complaints/inquiries should be directed to Applicant's customer service department at :

Mr. Tom Weckel
Director – Carrier & Regulatory Relations
GoBeam Services, Inc.
2001 Crow Canyon Road, Suite 150
San Ramon, California 94583
Telephone: 925.314.1277
Facsimile: 925.855.8238
Email: tom.weckel@gobeam.com

19. (a through f) Applicant is currently initiating certification/registration throughout the U.S. Applicant was granted a local and interexchange certificate of public convenience and necessity by the California Public Utilities Commission on September 7, 2000 and has pending local and interexchange applications pending in Massachusetts. Florida is the third state in which Applicant is seeking intrastate operating authority. In no instance has applicant been denied an application for interexchange operating authority, nor have any penalties been imposed on applicant. Applicant has not been involved in any civil court proceedings with an interexchange carrier, local exchange carrier or other telecommunications entity.

20. No officers, directors, or any of Applicant's ten largest stockholders have previously been

(a) adjudged bankrupt, mentally incompetent, or found guilty of any crime.

There are no pending proceedings against Applicant's officer, directors, or any of Applicant's ten largest stockholders.

(b) an officer, director, partner of stockholder in any other Florida certificated telephone company.

21. Applicant will provide interexchange message telephone services (MTS) with statewide flat rates per minute, utilizing feature group D (FGD) access. Applicant will also provider operator assisted calling services available exclusively to presubscribed customers. Applicant's operator assisted calling services will include **Station Assistance, Person-to-Person assistance, Directory assistance, Busy Line Verification, and Line Service Interrupt** services.

22. A copy of Applicant's proposed tariff under which the company plans to begin offering service, pursuant to Commission Rule 25-24.485, is attached hereto as **Exhibit C**.

23. Applicant further submits the following in support of its Application:

A. An overview of Applicant's Managerial capabilities including the resumes of senior managers of the Applicant which demonstrates substantial managerial experience is attached hereto as **Exhibit D**.

B. An overview of Applicant's Technical capabilities including the resumes of senior managers of the Applicant which demonstrates substantial technical experience is attached hereto as **Exhibit D**.

C. The Applicant submits unaudited balance sheet, including a statement of retained earnings, and income statement, verified by the Applicant's chief financial officer, affirming that the financial statements are true and correct are attached hereto at **Exhibit E**. A written explanation that Applicant has sufficient financial capability to provide and maintain

interexchange service throughout the State of Florida, as well as a statement that Applicant has sufficient financial capability to meet its lease and ownership obligations is also attached hereto at **Exhibit E** and sealed in a manila envelope and labeled "Confidential." A Motion for Protective Order requesting that the confidentiality of Applicant's financial statements be maintained is attached hereto at **Appendix F**. Applicant respectfully requests that its Motion be granted.

22. Commission approval of the instant Application will enable Applicant to offer the following long-term benefits to the public:

- (a) greater value to subscribers through lower-priced, better quality services;
- (b) innovative telecommunications services, including the use of high speed broadband facilities utilizing voice over Internet protocol;
- (c) increased consumer choice in telecommunications service and alternative billing options;
- (d) efficient use of existing telecommunications resources, as well as increased diversification and reliability in the supply of telecommunications services; and
- (e) an additional tax revenue source for the State of Florida.

Approval of the instant Application is in the public interest and is consistent with the U.S. Congress', the Federal Communications Commission's and the Commission's pro-competitive policies.

Applicant will comply with all the rules and regulations of the Commission and will respond to any Commission request for further information or evidence regarding Applicant's proposed services.

WHEREFORE, GoBeam Services, Inc. respectfully requests that the Florida Public Service Commission grant it Original Authority to operate as a provider of interexchange telecommunications services within the State of Florida.

Respectfully submitted this 22nd day of November, 2000.

GoBeam Services, Inc.

By: 

Mr. Tom Weckel
Director – Carrier & Regulatory Relations
GoBeam Services, Inc.
2001 Crow Canyon Road, Suite 150
San Ramon, California 94583
Telephone: 925.314.1277
Facsimile: 925.855.8238

Andrew O. Isar
Miller Isar, Inc.
P. O. Box 470
Gig Harbor, Washington 98335
Telephone: 253.851.6700
Facsimile: 253.851.6474

Applicant's Regulatory Consultants

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 its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment of \$50.00 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:** A non-refundable application fee of \$250.00 must be submitted with the application.

UTILITY OFFICIAL:

Tom Weckel



Signature

Director – Carrier & Regulatory Relations

November 22, 2000

Telephone: 925.314-1277

Facsimile: 925.855.8238

GoBeam Services, Inc.
2001 Crow Canyon Road, Suite 150
San Ramon, California 94583

CUSTOMER DEPOSITS AND ADVANCED PAYMENTS

Applicant will **not** collect deposits nor will it collect payments for service more than one month in advance.

UTILITY OFFICIAL:

Tom Weckel



Signature

Director – Carrier & Regulatory Relations

November 22, 2000

Telephone: 925.314-1277

Facsimile: 925.855.8238

GoBeam Services, Inc.
2001 Crow Canyon Road, Suite 150
San Ramon, California 94583

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 interexchange 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 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."

Nancy McMahon

Nancy K. McMahon
Signature

Company Counsel and Secretary

November 21, 2000

Telephone: 925.314-1272

Facsimile: 925.855.8238

GoBeam Services, Inc.
2001 Crow Canyon Road, Suite 150
San Ramon, California 94583

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF FLORIDA

In the Matter of the Application)
of GoBeam Services, Inc.)
for Original Authority to Provide) Docket No.
Interexchange Telecommunications)
Services Within the State of Florida)

LIST OF EXHIBITS AND APPENDICES

EXHIBIT A ARTICLES OF INCORPORATION
EXHIBIT B CERTIFICATE OF AUTHORITY
EXHIBIT C PROPOSED TARIFF
EXHIBIT D MANAGEMENT EXPERIENCE
EXHIBIT E FINANCIAL STATEMENTS AND STATEMENT OF
FINANCIAL VIABILITY
EXHIBIT F MOTION FOR PROTECTIVE ORDER

EXHIBIT A

ARTICLES OF INCORPORATION
(Attached)

A0549847

**CERTIFICATE OF AMENDMENT OF
ARTICLES OF INCORPORATION OF
INFRA SWITCH SERVICES, INC.**

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

AUG 2 2000

BILL JONES, Secretary of State

Robert Stevenson and Nancy McMahon hereby certify that:

- 1. Robert Stevenson is the President and Nancy McMahon is the Secretary of InfraSwitch Services, Inc a California Corporation (the "Corporation").
- 2. Article I of the Articles of Incorporation of this Corporation is amended to read in its entirety as follows:

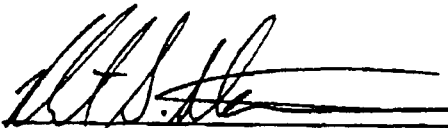
"I.

The name of this Corporation is GoBeam Services, Inc."

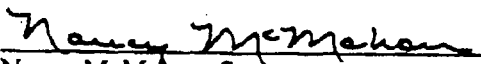
- 3. The foregoing amendment of the Articles of Incorporation has been duly approved by the Board of Directors.
- 4. The foregoing amendment of the Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Sections 902 and 903 of the Corporations code. The total number of outstanding shares of this Corporation is 1000 Common Stock shares. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than fifty percent (50%).

I further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of my own knowledge.

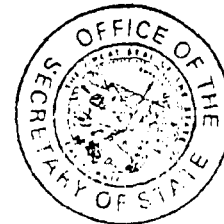
Dated: July 26, 2000



 Robert Stevenson, President



 Nancy McMahon, Secretary



2233500

ARTICLES OF INCORPORATION
OF
INFRA SWITCH SERVICES, INC.

FILED
IN THE OFFICE OF THE
CLERK OF THE SUPERIOR COURT
OF THE STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

MAY 10 2000

DILL JONES, Secretary of State

I.

The name of this Corporation is InfraSwitch Services, Inc.

II.

The purpose of this Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California, other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III.

This Corporation is authorized to issue only one class of shares of stock which shall be designated common stock. The total number of shares it is authorized to issue is 1000 shares.

IV.

The name and address in the State of California of this Corporation's initial agent for service of process is:

Nancy K. McMahon, Esq.
2001 Crow Canyon Road, Suite 150
San Ramon, CA 94583

V.

A. Limitation of Director's Liability. The liability of the directors of this Corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

B. Indemnification of Corporate Agents. This Corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) through Bylaw provisions, agreements with agents, vote of shareholders or disinterested directors or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject only to the applicable limits set forth in Section 204 of the California Corporations Code with respect to actions for breach of duty to this Corporation and its shareholders.

C. Repeal or Modification. Any repeal or modification of the foregoing provisions of this Article V. by the shareholders of this Corporation shall not adversely

affect any right or protection of a director of this Corporation existing at the time of such repeal or modification.

IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of the State of California, the undersigned, constituting the incorporator of this Corporation, has executed these Articles of Incorporation as of May 8, 2000.



Kira S. Sasaki, Esq., Incorporator

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.



EXHIBIT B

CERTIFICATE OF AUTHORITY
(Attached)



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

November 7, 2000

RHIANNON LUDLOW
6455 EAST JOHNS CROSSING, STE 285
DULUTH, GA 30097

Qualification documents for GOBEAM SERVICES, INC. were filed on November 7, 2000 and assigned document number F00000006230. 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.

The certification you requested is enclosed.

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.

Michael Mays
Document Specialist
Division of Corporations

Letter Number: 700A00057688

State of Florida



Department of State

I certify from the records of this office that GOBEAM SERVICES, INC., is a corporation organized under the laws of California, authorized to transact business in the State of Florida, qualified on November 7, 2000.

The document number of this corporation is F00000006230.

I further certify that said corporation has paid all fees due this office through December 31, 2000, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Seventh day of November, 2000



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

State of Florida



Department of State

I certify the attached is a true and correct copy of the application by GOBEAM SERVICES, INC., a California corporation, authorized to transact business within the State of Florida on November 7, 2000 as shown by the records of this office.

The document number of this corporation is F00000006230.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Seventh day of November, 2000



CR2EO22 (1 99)

Katherine Harris

Katherine Harris
Secretary of State

TRANSMITTAL LETTER

TO: Qualification/Tax Lien Section
Division of Corporations

SUBJECT: GoBeam Services, Inc.
(Name of corporation - must include suffix)

Dear Sir or Madam:

The enclosed "Application by Foreign Corporation for Authorization to Transact Business in Florida", "Certificate of Existence", and check are submitted to register the above referenced foreign corporation to transact business in Florida.

Please return all correspondence concerning this matter to the following:

Rhiannon Ludlow
(Name of Person)

Telecom Compliance Services, Inc.
(Firm/Company)

6455 East Johns Crossing, Suite 285
(Address)

Duluth GA 30097
(City/State/Zip)

00 NOV - 7 AM 1:17
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Should you need to call someone concerning this matter, please call:

Rhiannon Ludlow at (678) 775-2244
(Name of Person) (Area Code & Daytime Telephone Number)

COURIER ADDRESS:

Qualification/Tax Lien Sec.
Division of Corporations
409 E. Gaines St
Tallahassee, FL 32399

MAILING ADDRESS:

Qualification/Tax Lien Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

EXHIBIT C

PROPOSED TARIFF
(Attached)

FLORIDA TELECOMMUNICATIONS TARIFF

OF

GoBeam Services, Inc.

2001 Crow Canyon Road, Suite 150
San Ramon, California 94583

COMPETITIVE INTEREXCHANGE
TELECOMMUNICATIONS SERVICES

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of competitive, presubscribed interexchange telecommunications services provided by GoBeam Services, Inc. within the State of Florida. This tariff is on file with the Florida Public Service Commission ("Commission"). Copies may be inspected during normal business hours at Company's principal place of business, 325 North Mathilda Avenue, Suite 200, Sunnyvale, CA 94085.

Issued: November 27, 2000

Effective Date:

Issued By:

Tom Weckel
GoBeam Services, Inc
2001 Crow Canyon Road, Suite 150
San Ramon, California 94588

CHECK SHEET

The Title Sheet and Sheets 1 through 50 inclusive of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Revised sheets as named below contain all changes from the original filing that are in effect on the date listed.

| <u>SHEET</u> | <u>REVISION</u> | <u>SHEET</u> | <u>REVISION</u> |
|--------------|-----------------|--------------|-----------------|
| Title | Original | 26. | Original |
| 1. | Original | 27. | Original |
| 2. | Original | 28. | Original |
| 3. | Original | 29. | Original |
| 4. | Original | 30. | Original |
| 5. | Original | 31. | Original |
| 6. | Original | 32. | Original |
| 7. | Original | 33. | Original |
| 8. | Original | 34. | Original |
| 9. | Original | 35. | Original |
| 10. | Original | 36. | Original |
| 11. | Original | 37. | Original |
| 12. | Original | 38. | Original |
| 13. | Original | 39. | Original |
| 14. | Original | 40. | Original |
| 15. | Original | 41. | Original |
| 16. | Original | 42. | Original |
| 17. | Original | 43. | Original |
| 18. | Original | 44. | Original |
| 19. | Original | 45. | Original |
| 20. | Original | 46. | Original |
| 21. | Original | 47. | Original |
| 22. | Original | 48. | Original |
| 23. | Original | 49. | Original |
| 24. | Original | 50. | Original |
| 25. | Original | | |

 Issued: November 27, 2000

Effective Date:

Issued By:

Tom Weckel
GoBeam Services, Inc
2001 Crow Canyon Road, Suite 150
San Ramon, California 94588

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Issued: November 27, 2000

Effective Date:

Issued By:

Tom Weckel
GoBeam Services, Inc
2001 Crow Canyon Road, Suite 150
San Ramon, California 94588

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Issued: November 27, 2000

Effective Date:

Issued By:

Tom Weckel
GoBeam Services, Inc
2001 Crow Canyon Road, Suite 150
San Ramon, California 94588

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

- (D) To signify **deleted or discontinued** rate, regulation or condition.
- (I) To signify a change resulting in an **increase** to a Customer's bill.
- (M) To signify that material has been **moved from** another tariff location.
- (N) To signify a **new** rate, regulation condition.
- (R) To signify a change resulting in a **reduction** to a Customer's bill.
- (T) To signify a change in **text** but no change to rate or charge.

Issued: November 27, 2000

Effective Date:

Issued By:

Tom Weckel
GoBeam Services, Inc
2001 Crow Canyon Road, Suite 150
San Ramon, California 94588

TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, occasionally, when a new page is added between pages already in effect, a decimal is added. For example, a new page added between Pages 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the page in effect. Consult the Check Sheet for the page currently in effect.
- C. **Paragraph Numbering Sequence** – There are nine levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by and asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some Pages). The tariff user should refer to the latest Check Sheet to find if a particular page is the most current on file with the Commission.

Issued: November 27, 2000

Effective Date:

Issued By:

Tom Weckel
GoBeam Services, Inc
2001 Crow Canyon Road, Suite 150
San Ramon, California 94588

APPLICATION OF TARIFF

- A. This tariff schedule sets forth the Service offerings, rates, terms and conditions applicable to the furnishing of intrastate telecommunications Services offered by GoBeam Services, Inc. ("Company") to Customers located within the State of Florida.
- B. The rates and regulations contained in this Tariff apply only to the intrastate telecommunications Services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or the services provided by a Local Exchange Carrier or other common Carrier for use in accessing the Services of Company. This Tariff does not cover any information service or other unregulated service offered by Company. Company will offer any information or other unregulated service in accordance with Company's current tariff or contract, whichever applies to the particular customer.
- C. Company may not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.
- D. The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Florida Public Service Commission.
- E. This Tariff will be maintained and made available for inspection by any Customer at Company's principal business office at GoBeam Services, Inc., 325 North Mathilda Avenue, Suite 200, Sunnyvale, CA 94085.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used generally throughout this Tariff for Services of Company are defined below.

Authorized User:

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

Business Service:

A Service that conforms to one or more of the following criteria:

- A. the Service is used primarily for paid commercial, professional or institutional activity; or
- B. the Service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
- C. the Service number is listed as the principal or only number for a business in any telecommunications directory; or
- D. the Service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided. However, such use of Service, without compensation or reimbursement, for a charitable or civic purpose will not constitute business use of Service unless other criteria apply.

Called Station:

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

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Carrier:

A company authorized by the Florida Public Service Commission to provide telecommunications services.

Channel:

A communications path between two or more points of termination.

Collect Call:

A billing arrangement where a call is billed to the called station.

Commission:

The Florida Public Service Commission

Company:

GoBeam Services, Inc.

Customer:

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

Customer Premises:

A location(s) designated by the Customer for the purposes of connecting to Company's Services.

Customer Premises Equipment (CPE):

Equipment located at the Customer's Premises for use with Company's Services.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Disconnect or Disconnection:

The termination of a circuit connection between the Originating Station and the Called Station or Company's operator.

Facility:

Includes, in the aggregate or otherwise, but is not limited to, the following:

| | |
|----------------------|-------------|
| channels | lines |
| apparatus | devices |
| equipment | accessories |
| communications paths | systems |

which are provided by Company and utilized by it in the furnishing of telecommunications Services or which are provided by a Customer and used for telecommunications purposes.

Force Majeure:

Causes beyond Company's 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 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; insurrection, riots, wars, unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, fraudulent acts of a third party, or other labor difficulties.

Holidays:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any day which is a legally observed federal government holiday.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

LATA:

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

Local Exchange Carrier:

A company which furnishes local exchange telecommunications service.

Local Service:

Telephone exchange service within a local calling area.

Person-to-Person:

A call for which the person originating the call specifies to the operator a particular person, department or extension to be reached.

Premises:

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

Residential Service:

A service which does not meet the definition of a business service and conforms to the following criteria:

- A. the use of the Service is primarily and substantially of a social or domestic nature; and
- B. the service is located in a residence, or in the case of a combined business and residential Premises, the service is located in the residential section of the Premises.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Service(s):

The intrastate telecommunications Services that Company offers pursuant to this Tariff.

Station:

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

Station-to-Station:

Any operator handled call where the person originating the call does not specify a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

Telecommunications Relay Service (TRS):

Enables deaf, hard-of-hearing or speech-impaired persons who use a text telephone or similar devices, to communicate freely with the hearing population not using text telephone and visa versa.

Working Day:

Any day on which Company's business office is open and the U.S. Mail is delivered.

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SECTION 2 - RULES AND REGULATIONS

2.1. UNDERTAKING OF COMPANY

- 2.1.1. Company undertakes to provide Services subject to the terms and conditions of this Tariff.
- 2.1.2. Company's Services are furnished for telecommunications originating and/or terminating in any area within the State of Florida.
- 2.1.3. Company offers Services to Customers for the transmission and reception of voice, data, and other types of communications.
- 2.1.4. Company does not transmit messages pursuant to this Tariff, but its Services may be used for that purpose.
- 2.1.5. Company's Services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.6. Company may, in Company's sole discretion, elect to employ third parties to perform any of the obligations under this Tariff.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.2. CUSTOMER'S USE OF SERVICE**

- 2.2.1. Service may be used for any lawful purpose consistent with this Tariff and with the transmission and switching parameters of the telecommunications facilities utilized in the provision of Services.
- 2.2.2. Equipment Company provides or installs at the Customer's premises for use in connection with the Services Company offers may not be used for any other purpose other than for which Company provided it. Customer may not, and may not permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the Services or equipment installed by Company or Company's agent, except upon the consent of Company.
- 2.2.3. The Services Company offers may not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by Customer with respect thereto.
- 2.2.4. Service may not be used for any purpose for which the Customer receives any payment or other compensation, except when the Customer is a duly authorized and regulated common carrier, receives any payment or other compensation. This provision does not prohibit an arrangement between the Customer or Authorized User to share the cost of Service.
- 2.2.5. Service may not be used in any manner, which interferes with other persons in the use of their Service, prevents other persons from using their Service, otherwise impairs the quality of Service to other Customers, or impairs the privacy of any communications over any Service provided by Company. Company may require a Customer to shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.6. Service may not be used in any manner so as to annoy, abuse, threaten, or harass other persons.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.2. CUSTOMER'S USE OF SERVICE, Continued

- 2.2.7. The use of Company's Services either 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.
- 2.2.8. The Customer obtains no property right or interest in the use of any specific type of facility, Service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with Company.
- 2.2.9. Customer's use of any resold service obtained from other service providers is also subject to any applicable restrictions in the underlying provider's publicly available tariffs.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.3. APPLICATION FOR SERVICE

- 2.3.1. A Customer desiring to obtain Service must complete the appropriate service order form and submit the service order in compliance with Company subscription requirements as may be established from time to time.
- 2.3.2. The name(s) of the Customer(s) desiring to use the Service must be set forth in the application for Service.
- 2.3.3. Company reserves the right to refuse an application for Service made by a present or former Customer who is indebted to Company for Service previously rendered pursuant to this Tariff until the indebtedness is satisfied. Company may also refuse an application when, in Company's sole discretion, provision of Service is precluded under Section 2.6.1. below.
- 2.3.4. Request for Service under this Tariff will authorize Company to conduct a credit search on the Customer. Company reserves the right to refuse Service on the basis of credit history and to refuse further Service due to late payment or nonpayment by the Customer.
- 2.3.5. Where the Customer cancels an application for Service, a cancellation charge will apply as specified in the Cancellation or Modification of Service by Customer Section of this Tariff.
- 2.3.6. Company may require an applicant for Service, who intends to use Company's offerings for resale and/or for shared use, to file a letter with Company confirming that the applicant's use of Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.4. CREDIT

2.4.1. Company, in order to ensure payment of its charges for Service or for loss of or damage to Company property, will require Applicants and Customers to establish and maintain credit. The establishment or re-establishment of credit as provided in this Section does not relieve an applicant or Customer from compliance with other provisions of this Tariff as to the payment of bills and in no way modifies the Sections regarding disconnection and termination of Service for failure to pay bills due for Service furnished.

2.4.2. Company may require any applicant or Customer to establish and maintain credit in one of the following ways:

- A. Demonstrating credit satisfactory to Company by providing information pertinent to the applicant's or Customer's credit standing;
- B. Providing a suitable guarantee in writing, in a form presubscribed by Company; or

Company may determine, in its sole discretion, whether or not a particular reference or guarantee in writing would be acceptable as a substitute for demonstrating satisfactory credit.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.4. CREDIT, Continued

- 2.4.3. Company will extend credit to an applicant for new Service without a deposit if the applicant has verifiable previous or existing telephone service with any telephone company in the United States for at least twelve (12) months, and the payment record is made available and the account history is satisfactory. The payment record of an account will be deemed satisfactory if all the following are met:
- A. The previous or existing service was not discontinued for nonpayment, and was not abandoned, within the past twelve (12) months; and
 - B. The applicant has not been sent denial notices for previous or existing service within the past twelve (12) months; and
 - C. The applicant has paid for all previous and existing service without referral to a collection agency and without a declaration of uncollectibility; and
 - D. The applicant provides accurate credit information as appropriate.
- 2.4.4. Customer credit information may be exchanged between telecommunications companies and other utilities. Customer credit information will be retained for two (2) years, unless otherwise required by the Commission.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.5. PROVISION AND MAINTENANCE OF SERVICE**

- 2.5.1. Company will use reasonable efforts to make Service available to Customers on or before a particular date, subject to the provisions and compliance by the Customer within the provisions of this Tariff. The lack of facilities or other operational impediments, including regulatory approvals, may preclude or delay provision of Service (a) in a particular location or to a particular Customer and/or (b) at any promised performance level. Actual transmission speeds and service characteristics of a Service may vary from those expected by the Customer due to such factors as the length and gauge of the line and other operational characteristics of the equipment and facilities used.
- 2.5.2. At the request of the Customer, installation or maintenance may be performed outside of Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material or other costs incurred by or charged by Company will apply. If installation or maintenance is started during regular business hours, but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.
- 2.5.3. Company will have control over the installation, rearrangement, repair, maintenance, and disconnection of all network elements owned or otherwise obtained to ensure the required level of Service. Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but will not thereby alter the technical parameters of the Service provided to the Customer.
- 2.5.4. Company will use reasonable efforts to maintain the Service that it furnishes to the Customer. Company may make such tests, adjustments and inspections as may be necessary to maintain Company's Services and equipment in satisfactory operating condition. When possible, Company may, in its sole discretion, provide the Customer with reasonable notice of Service-affecting activities that may occur in the normal operation of Company business.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. PROVISION AND MAINTENANCE OF SERVICE, Continued

- 2.5.5. Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Tariff are being complied with in the installation, operation or maintenance of the Customer's or Company's facilities or equipment. If the protective requirements of Customer-provided equipment are not being complied with, Company may take such action as it deems necessary to protect its Services, equipment and personnel. Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take such action. If the Customer fails to do this, Company may take whatever additional action is deemed necessary, including the suspension of Service to protect its Services, equipment and personnel from harm.
- 2.5.6. Service will continue to be provided until cancelled by the Customer on not less than thirty (30) days notice.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.6. MINIMUM SERVICE PERIOD**

- 2.6.1. The minimum Service period is one month (30 days). The Customer must pay the regular tariffed rate for Service for the minimum period of Service. If a Customer disconnects Service before the end of the minimum Service period, that Customer must pay the regular rates for the remainder of the minimum Service period. When the Service is moved within the same building, to another building on the same Premises, or to a different Premises entirely, the period of Service at each location is accumulated to calculate if the Customer has met the minimum Service period obligation.
- 2.6.2. If Service is terminated before the end of the minimum period of Service as a result of condemnation of property, damage to property requiring the Premises to be abandoned, or by the death of the Customer, the Customer is not obligated to pay for Service for the remainder of the minimum period.
- 2.6.3. If Service is transferred to a new Customer at the same Premises during the first month of Service, the new Customer assumes responsibility to meet the remainder of the minimum Service period requirements. For Services not taken over by the new Customer, the original Customer is responsible for the remaining payment for the minimum Service period obligation in accordance with the terms under which the Service was originally furnished.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.7. CUSTOMER RESPONSIBILITIES

- 2.7.1. The Customer is responsible for the payment of all charges for Service furnished to the Customer and for all additional charges for calls the Customer elects to continue making.
- 2.7.2. The Customer is responsible for compliance with applicable regulations set forth in this Tariff.
- 2.7.3. Upon Company request, the Customer must verify the name(s) of Authorized Users allowed to request and use the Customer's Service.
- 2.7.4. Customer will return to Company within five (5) days of termination of Service all Company-provided equipment. All returned equipment must be in the same condition as when delivered to the Customer by Company. Upon demand, Customer will reimburse Company for any costs incurred by Company due to Customer's failure to comply with this Section.
- 2.7.5. Customer is responsible for the payment of any bills for Services and for the resolution of any disputes or discrepancies with Company. Company has no responsibility with respect to billings, charges or disputes related to services used by Customer which are not included in Services herein including, without limitation, any local, regional and long distance services not provided by Company.
- 2.7.6. The Customer is responsible for establishing identity as often as is necessary during the course of the call or when seeking credits from Company.
- 2.7.7. The Customer must make arrangements or obtain permission for safe, reasonable and continuous access and right-of-way for Company employees or agents of Company to enter the Premises of the Customer or any Authorized User of the Customer at any reasonable hour for the purpose of performing Company's obligations under this Tariff.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.7. CUSTOMER RESPONSIBILITIES, Continued**

- 2.7.8. The Customer is responsible for the payment of (a) Service charges as set forth herein and for (b) charges for visits by Company's agents or employees to the Premises of the Customer or Authorized User when the Service difficulty or trouble report results from the use of Services and equipment by the Customer or Authorized User.
- 2.7.9. Customer will, at Customer's expense, provide reasonable space, power, and level of heating and air conditioning, and otherwise maintain the proper environment to operate Company's Service at Customer's or Authorized User's premises.
- 2.7.10. The Customer may not, without prior written consent of Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, disposition without consent will be null and void.
- 2.7.11. A Customer or Authorized User may not represent in any way that the relationship between Customer or Authorized User and Company is anything other than one of customer and supplier, respectively. Nothing in this Tariff gives Customer or Authorized Users any authority to bind or otherwise incur liability on behalf of Company. Nothing in this Tariff constitutes an endorsement by Company of any activity, service or product of Customer or Authorized Users.
- 2.7.12. The Customer is responsible for any damages, including usage charges that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's Premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over Company's network without the authorization of the Customer.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.8. PAYMENTS AND BILLING

- 2.8.1. Service is provided and recurring Service charges billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer.
- 2.8.2. Non-recurring charges and charges based on actual usage are billed monthly in arrears, except as provided in Section 2.9.3.
- 2.8.3. Usage charges may be billed without being detailed as to the duration, time of day, or destination of individual calls. If a Customer accumulates, within any consecutive five (5) day period, usage charges exceeding twice the average monthly usage charges for the previous two (2) monthly billing periods, and the Customer's credit record indicates that satisfactory payment may not be made on this amount, Company may issue a special usage bill. The special bill shall be due ten (10) days from the mailing date of the bill, seven (7) days if delivered.
- 2.8.4. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance.
- 2.8.5. A Customer will not be liable for any late payment charge applicable to a disputed portion of that Customer's bill, so long as the Customer pays the undisputed portion of the bill and enters into bona fide negotiations to resolve the dispute on a timely basis, pursuant to Section 2.9.10.
- 2.8.6. Checks presented in payment for Services and subsequently returned to Company by the Customer's financial institution for "Non-Sufficient Funds" or other reasons will incur a nonrecurring charge per Customer per check.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.8. PAYMENTS AND BILLING, Continued

- 2.8.7. A Customer will be placed on a "cash only" basis upon receipt of two (2) returned checks within a twelve (12)-month period of time. "Cash only" is herein defined as cashier's checks, U.S. currency, or money orders.
- 2.8.8. Receipt of a subsequently dishonored negotiable instrument in response to a notice of discontinuance will not constitute payment of a Customer's account and Company will not be required to issue additional notice prior to discontinuance. However, three (3) banking days must be allowed for redemption of such instrument.
- 2.8.9. Billing disputes should be addressed to Company's Customer service organization via a toll-free telephone number, 866.462.3269. Customer service representatives are available from 9:00 a.m. to 6:00 p.m. Pacific Time. Messages may be left for Customer services from 6:00 p.m. to 8:59 a.m. Pacific Time, which will be answered on the next business day, unless in the event of an emergency which threatens Customer service.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.8. PAYMENTS AND BILLING, Continued

- 2.8.10. In case of a billing dispute between Customer and Company as to the correct amount of a bill, which cannot be adjusted with mutual satisfaction, Customer may enter the following arrangement:
- A. First, Customer requests, and Company will comply with the request, an investigation and review of the disputed amount.
 - B. The Customer pays the undisputed portion of the bill by the Due By Date shown on the bill or the Service will be subject to disconnection if Company has notified Customer by written notice of such delinquency and impending termination.
 - C. If there is still disagreement after the investigation and review by a manager of Company, Customer may appeal to Commission for its investigation and decision.
 - D. Company will not disconnect Customer's Service for nonpayment as long as Customer complies with this arrangement.
 - E. Company will respond to the Commission's requests for information within ten (10) business days.
 - F. The Commission will review the claim regarding the disputed amount, communicate the results of its review to Customer and Company, and require disbursement according to those results.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.8. PAYMENTS AND BILLING, Continued

2.8.10. Disputed Bills, Continued

G. After the investigation and review are completed by Company as noted in subsection A. above, if Customer elects not to deposit the amount in dispute with Commission, such amount becomes due and payable at once. In order to avoid disconnection of Service, such amount must be paid within seven (7) calendar days after the date Company notifies Customer that the investigation and review are completed and that such payment must be made or Service will be interrupted. However, the Service will not be disconnected prior to the Due By Date shown on the bill.

H. The address and telephone number of the Commission are:

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

Telephone number: 904.413.6100
Toll free number: 800.342.3552

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SECTION 2 - RULES AND REGULATIONS, Continued**2.9. TAXES**

Customer must pay, without limitation, all sales, use, gross receipts, excise, access, bypass, and other local, state and federal taxes, charges, fees, and surcharges, however designated, imposed on or based upon the provision, sale or use of the Services (excluding taxes on Company's net income). Such taxes are be separately stated on the applicable invoice and are not included in quoted rates.

2.10. ALLOWANCES FOR INTERRUPTION OF SERVICE

- 2.10.1. For the purpose of applying this provision, the word "interruption" means the inability to access Service due to equipment malfunction or human errors. "Interruption" does not include, and no allowance will be given for, Service difficulties such as slow access, circuits busy or other network and/or switching capacity shortages.
- 2.10.2. Credit allowance will be given in accordance to this Section 2.11. for interruptions of Service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer or another Carrier, and, are subject to the general limitation of liability provisions set forth in Section 2.15. herein. Customer must notify Company of any interruptions of Service. Before giving such notice, the Customer must ascertain that the trouble is not caused by any action or omission of the Customer, and not otherwise within the Customer's control.
- 2.10.3. For purposes of computing a credit under Section 2.11. every month is considered to have 720 hours. No credit will be allowed for an interruption of a continuous duration of less than two hours. Company will credit the Customer for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the Service affected for each hour or major fraction thereof that the interruption continues.

Credit formula: $\text{Credit} = (A/720) \times B$

A - outage time in hours

B - total monthly charge for affected Service

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SECTION 2 - RULES AND REGULATIONS, Continued

2.11. CANCELLATION OR MODIFICATION OF SERVICE BY CUSTOMER

- 2.11.1. Customers may cancel Service by providing written notice to Company at least thirty (30) days prior to cancellation. The notice must specify the date on which Service is to be discontinued.
- 2.11.2. The Customer remains responsible for all Service charges until the day and time on which Service is actually disconnected.
- 2.11.3. If Customer cancels Service before Company completes installation of the Service and at the time of cancellation Company has incurred any expense in installing Services or preparing to install Service that it would not otherwise have incurred, a charge equal to the cost Company incurred will apply. In no case will this charge exceed the charge for the minimum period of Services ordered, including installation charges and Non-Recurring charges and all amounts others may charge Company that would have been chargeable to the Customer had Service been initiated.
- 2.11.4. If the Customer cancels Service after Company has completed installation, the charge set forth in Section 2.12.3. will apply to the extent Company has not yet recovered the costs described in Section 2.12.3. In addition, the minimum Service period obligations described in Section 2.7 will apply regardless of whether Service has been initiated and the charges due under Section 2.7 apply.
- 2.11.5. In the case of a Customer-initiated modification of Service, charges for the subsequent order are in addition to the costs incurred before the Customer changed the original order.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.12. CANCELLATION BY COMPANY

2.12.1. Company may immediately discontinue furnishing the Service to a Customer without incurring liability:

- A. If there is a condition determined in Company's sole discretion to be hazardous to the Customer, to other Customers of Company, to Company's equipment, to the public or to employees or agents of Company; or
- B. If Company deems refusal or disconnection necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or Services; or
- C. For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to Service; or
- D. For use of Company's Services for any purpose other than that described in the application; or
- E. In the event of Customer use of equipment in such a manner as to adversely affect Company's equipment or the Service to others; or
- F. In the event of tampering with the equipment furnished and owned by Company; or
- G. In the event of unauthorized or fraudulent use of Service.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.12. CANCELLATION BY COMPANY, Continued

- 2.12.2. Company may discontinue Service without liability upon five (5) days written notice to the Customer via first-class mail prior to discontinuance of Service:
- A. For violation of this Tariff, except as provided in Section 2.14.1, including without limitation, non-payment of bills for Service, refusal to provide Company with either a deposit or advance payment, or failure to meet Company's credit requirements; or
 - B. For failure of the Customer to make proper application for Service including, without limitation, the provision of false information; or
 - C. When necessary for Company to comply with any order or request of any governmental authority having jurisdiction.
- 2.12.3. The discontinuance of Service(s) by Company pursuant to this section does not relieve the Customer of any obligations to pay Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein are not exclusive, and Company is at all times be entitled to all the rights available to it under law or equity.
- 2.12.4. Company may refuse to permit collect calling, calling card, third number billing which it determines to be fraudulent and/or may limit the use of these billing options or Services.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.13. RESTORATION OF SERVICE

- 2.13.1. The use and restoration of Service in emergencies may be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations which specifies the priority system for such activities.
- 2.13.2. When a Customer's Service has been disconnected in accordance with this Tariff and the Service has been terminated through the completion of a Company service order, Service will be restored only upon the basis of application for new Service.
- 2.13.3. A Customer whose Service has been discontinued for failure to establish credit or for nonpayment of bills will be required to pay the unpaid balance due Company before Service is restored.
- 2.13.4. Whenever Service has been discontinued for fraudulent or other unlawful use, Company may, before restoring Service, require the Customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate such fraudulent or otherwise unlawful uses and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.13.5. Any Customer whose Service has been disconnected may be required to pay Service reconnection charges equal to the initial Service Connection Charge before Service is restored.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.14. LIMITATION OF LIABILITY**

- 2.14.1. Company will not be liable to the Customer or Authorized User for, and the Customer and any Authorized User, jointly and severally, will indemnify, defend and hold harmless Company from any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving:
- A. Libel, slander, or invasion of privacy from material, data, information or other content transmitted over Company's facilities; or
 - B. Patent or trademark infringement or other infringement of intellectual property rights including, but not limited to, copyrights, trademarks, and trade secrets, arising from (1) combining (or using in connection with) Company-provided Services and equipment with any facilities, services functions, or products provided by the Customer or Authorized User or (2) use of Services, functions, or products which Company furnished in a manner Company did not contemplate and over which Company exercises no control. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, will obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim in infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement; or
 - C. A breach in the privacy or security of communications transmitted over Company's facilities; or
 - D. Acts, mistakes, omission, interruptions delays, errors or defects in transmission over Company's facilities or equipment; or
 - E. Injuries to persons or property from voltages or currents transmitted over Company-provided facilities caused by Customer-provided equipment or Premises wire; or
 - F. The disconnection of Service for failure to pay the charges billed to Customer, including but not limited to, any direct, indirect, incidental, special consequential, exemplary or punitive damages, so long as such disconnection of Service complied with the applicable rules and regulations; or

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SECTION 2 - RULES AND REGULATIONS, Continued

2.14. LIMITATION OF LIABILITY, Continued

2.14.1. Continued

- G. Violations of the obligations of the Customer under this Tariff; or
- H. Defacement of or damage to Customer Premises, facilities or equipment resulting from the furnishing of Service or equipment on such Premises or the installation, maintenance, repair or removal thereof, unless such defacement or damage is caused by willful misconduct of Company's agents or employees; or
- I. The interruption of a call to any party or any other person in conjunction with use of the Busy Line Verification and Interrupt Service as set forth in this Tariff; or
- J. Any lost, destruction or damage to property of the Customer, the Customer's agent, distributors, or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of Company, Customer, Authorized User or their employees, agents representatives or invitees; or
- K. Any delay or failure of performance or equipment due to a Force Majeure condition or any unlawful acts of Company's agents and employees if committed beyond the scope of their agency or employment.
- L. Misrepresentation of, or the failure to disclose, the lawful rates and charges published in the Tariff, so long as Company has complied with any applicable rules and regulation related thereto; or
- M. Fees Company delivered to a jurisdiction in question and not returned to Company as provided in the Taxes Section of this Tariff; or

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SECTION 2 - RULES AND REGULATIONS, Continued**2.14. LIMITATION OF LIABILITY, Continued**

2.14.1. Continued

- N. Any act, mistake, omission fraudulent act of a third party, interruption, delay error, or defect caused by or contributed to by:
1. Another company or Carrier, or its agents or employees, when the facilities or equipment of the other company of Carrier are used for or with the Service Company offers. This included the provision of a signaling system or other database by another company; or
 2. The Customer, or any third party acting as its agent, in connection with Company-provided or Customer-provided facilities or equipment, including, but not limited, the Customer's failure to take all necessary steps to obtain, install and maintain all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer to Company's network; or
 3. A third party.
- O. Any failures, errors malfunctions or omissions of Caller ID Blocking whether or not arising from or relating to any ordinary negligence or other conduct by Company; or
- P. Any unauthorized use of the Service provided to Customer.

2.14.2. The liability of Company for damages arising out of the furnishing of, or failing to furnish, its Services, including but not limited to mistakes, omission, disconnections, interruptions, delays, acts of a third party, errors, defects, or representations, whether caused by acts or omissions is limited to the extension of allowances for interruption as set forth in this Tariff. Such allowances for interruptions are the sole remedy of the Customer and the sole liability of Company. Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company Service, equipment or facilities, or a the acts or omissions, acts of a third party, or the acts or omissions or negligence of Company, its employees or agents.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.14. LIMITATION OF LIABILITY, Continued**

- 2.14.3. The liability of Company's suppliers and vendors for damages arising out of the furnishing of, or failing to furnish, their services, including but not limited to mistakes, omissions, interruptions, delays, errors, defects, or representations, whether caused by acts or omissions of such suppliers and vendors shall be limited to the extension of allowances for interruptions as set for in this Tariff. The extension of such allowances for interruptions will be the sole remedy of the Customer and the sole liability of Company's supplier and vendors. Company's suppliers and vendors will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer, as a result of any service, equipment or facilities, or the act of omissions, or negligence of Company's suppliers and vendors, its employees or agents.
- 2.14.4. The entire liability of Company for any claim, loss, damage or expense from any cause whatsoever will in no event exceed sums actually paid to Company by the Customer for the specific Services giving rise to the claim, and no action or proceeding against Company may be commenced more than one (1) year after the Service is rendered.
- 2.14.5. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. COMPANY MAKES NO WARRANTY THAT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE OR MEET ANY PARTICULAR PERFORMANCE LEVEL; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED THROUGH THE SERVICES OR THAT ANY DEFECT IN THE SERVICE WILL BE CORRECTED.
- 2.14.6. The liability of Company for errors in billing that result in overpayment by the Customer will be limited to a credit equal to the dollar amount erroneously billed or, in the even that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.14. LIMITATION OF LIABILITY, Continued**

- 2.14.7. Company makes no warranty or representation of any kind whatsoever with respect to installations it provided for use in an explosive atmosphere. The Customer indemnifies and holds 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 entity 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. 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.

2.15. NOTICES

Any notice Company may give to a Customer will be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service, postage prepaid, addressed to the Customer's billing address. Any notice the Customer may give Company will be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service, postage prepaid, addressed to Company at the address provided in the most recently revised tariff pages.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.16. CUSTOMER PROVIDED EQUIPMENT AND INTERCONNECTION**

- 2.16.1. Customer-provided equipment on the Premises of Customer or Authorized User, the operating personnel there, and the electric power consumed by such equipment must be provided by and maintained at the expense of the Customer or Authorized User. Conformance of Customer-provided equipment with Part 68 of the FCC Rules is the responsibility of Customer.
- 2.16.2. Customer or Authorized User must ensure that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring must be such as not to cause damage to Company-provided equipment and wiring or injury to Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury may be provided by Company at Customer's expense.
- 2.16.3. Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provided equipment is connected to the facilities and equipment furnished under this Tariff, the responsibility of Company will be limited to the furnishing of Service, facilities and equipment offered pursuant to this Tariff. Beyond this responsibility, Company will not be responsible for:
- A. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - B. the reception of signals by Customer-provided equipment; or
 - C. network control signaling when performed by Customer-provided network control signaling equipment.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.16. CUSTOMER PROVIDED EQUIPMENT AND INTERCONNECTION,
Continued

- 2.16.4. The Customer must secure all licenses, permits, rights-of-way and other arrangements necessary for interconnection with Company. In addition, the Customer must ensure that its equipment and/or system or that of its Authorized User or agent(s) is properly interfaced with Company's Service and the signals emitted into Company's network are of the proper mode, bandwidth, power, data speed and signal level for the intended use of the Customer. If the Customer or its Authorized User or agent(s) fails to properly maintain and operate its equipment and/or system, Company may, upon written request, require the use of protective equipment at the Customer's expense.
- 2.16.5. Interconnection between the facilities or services of other carriers is governed by the applicable terms and conditions of the other carriers' tariffs.
- 2.16.6. Service furnished by Company may be interconnected with services or facilities of other authorized carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers must be provided at the Customer's expense.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.17. PROVISION AND OWNERSHIP OF TELEPHONE NUMBERS

- 2.17.1. The Customer has no property right in any telephone number or any right to continuance of Service through any particular serving office. Company may change a telephone number or a serving office designation, or both, of a Customer if required for engineering or technical reasons or whenever Company deems it desirable in the conduct of its business to do so.
- 2.17.2. Telephone numbers will not be changed as a penalty or to enforce payment for directory advertising charges.

2.18. CHANGE OF SERVICE PROVIDER

- 2.18.1. Neither Company nor its agents may terminate or transfer Customer's service to another carrier without authorization. In the event of such an unauthorized change in service, Company must restore Customer's service to the original carrier without charge to Customer. All billings during the unauthorized service period may be refunded to Customer.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.19. PROMOTIONAL OFFERINGS

Company may, from time to time, make promotional offerings of its Services, which may include waiving or reducing the applicable charges for the promoted Service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made.

2.20. UNCERTIFICATED RESALE PROHIBITED

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

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SECTION 3 - DESCRIPTION OF SERVICE

3.1. APPLICATION OF RATES

3.1.1. The following sections set forth the rules and regulations governing the application of rates for Company Services, including the following general rate categories:

- A. Nonrecurring Charges for installation of facilities and Services;
- B. Monthly Rates for availability and use of facilities and Services; and
- C. Usage or Transaction Charges (where applicable).

3.1.2. Timing of Calls

- A. The Customer's usage charge is based on the actual usage of Company's Service. Usage begins when the receiver of the called number is answered. The moment of the called party's answer and termination is determined by hardware supervision in which the distant local telephone company sends or ends a supervision signal to Company's switch or the software utilizing audio tone detection. The timing of the call occurs when the called party answers and terminated when either party hangs up.
- B. The minimum call duration for billing purposes is one minute with one minute billing increments thereafter.
- C. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.
- D. There is no billing for incomplete calls.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.1. APPLICATION OF RATES, Continued

3.1.3. Service Areas

- A. Unless otherwise specified in this tariff, Company's interexchange Service area is statewide.
- B. Company's description of service area in no way compels Company to provide any Service in an area where facilities or other extenuating factors limit Company's ability to provide Service.

3.1.4. All Services are provided exclusively through broadband facilities furnished by Company or Customer, which enable combined transport of voice, high-speed data.

3.1.5. Service Connection Charges

- A. Service Connection Charges are nonrecurring charges for establishing or modifying Services. Service Connection Charges are incurred by Customer-initiated requests only.
- B. Unless specifically exempted in this or other Sections of this Tariff, Service Connection Charges apply to all Customer-initiated requests, and are in addition to all other scheduled rates and charges.
- C. The charges specified herein reflect Service provided during regularly scheduled work hours, at current installation intervals and without work interruptions by the Customer.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.1. APPLICATION OF RATES, Continued

3.1.5. Service Connection Charges, Continued

- D. Customer requests for expedited Services that require installations on a date that is less than the normal offered interval may result in an increase in applicable Service Connection Charges.
- E. Customer requests performed on an out-of-hours basis shall also incur an add-on to applicable Service Connection Charges (excluding the Service Ordering Charge), along with any additional costs that may be involved.
- F. Service Connection Charges for the initial establishment of Service are payable with the first bill rendered for Service.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.2. ACCESS LINE SERVICES

3.2.1. Access Line Services provide a Customer connection to Company's network, enabling the Customer, among other things, to:

- A. Originate communications to other points on Company's network;
- B. Receive communications from other points on Company's network;
- C. Access Company's Services as set forth in this and other Company tariffs;
- D. Access local, interexchange and international telecommunications services provided by other authorized carriers and the customers of such carriers to the extent such carriers are interconnected with Company's network;
- E. Access Company's business office for Service-related assistance;
- F. Access to 911 or E911 services, where available, operator services, directory assistance, and telecommunications relay services as required in Chapter 364.337(2) Florida Statutes.
- G. Access to Operator assisted Services; and
- H. Access to Directory Assistance Services.
- I. Access Line Services may not be available to originate calls to other telephone companies' caller-paid information services (e.g., NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services may be blocked by Company's facilities.
- J. Access Line Customers receive one listing per assigned telephone number in the local White Pages Directory and receive a copy of the White Pages Directory at no additional charge.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.3. USAGE SERVICES

Usage Service is a switched service, used in conjunction with Access Line Service and offers users outbound seven or ten digit dialing and "1 plus" from points originating and terminating in the State of Florida. Rates are usage sensitive only and involve no mileage component.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.4. DIRECTORY ASSISTANCE SERVICE

Company provides Directory Assistance as an ancillary service exclusively to its customers. Directory Assistance is accessible by dialing "1", the area code of the desired number and "555-1212". There is no charge for the first three calls per month to Directory Assistance. The Customer can request a maximum of two numbers per call to Directory Assistance.

3.5. OPERATOR ASSISTANCE SERVICE

A Customer may obtain the assistance of an operator to complete calls in the following manner. The following surcharges will be applied on a per call basis.

- A. Third Number Billing provides the Customer with the capability to charge a call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

- B. Collect Calls provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.5. OPERATOR ASSISTANCE SERVICE, Continued**

- C. Person to Person provides the Customer with the capability to place calls completed with the assistance of an operator to a particular station and person specified by the caller. The call may be billed to the called party.
- D. Station to Station provides the Customer with the capability to place calls completed with the assistance of an operator to a particular station. The call may be billed to the called party.
- E. Busy Line Verification provides the Customer with the option to request operator verification of whether a specific line is busy or inoperative.
- F. Line Service Interrupt provides the Customer with the option to request operator interruption of a line that is in use, primarily for emergency situations.
- G. General Assistance provides the Customer with the option to request general information from the operator, such as dialing instructions, county or city codes, area code information and Company Customer Service 800 telephone numbers, but does not request the operator to complete the call.

3.6. MINIMUM CALL COMPLETION RATE

Customers can expect a call completion rate of not less than ninety (90) percent during peak use periods for all Feature Group D Equal Access "1 plus" services. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

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SECTION 4 - RATES AND CHARGES

| | | |
|-------------|-------------------------------------|----------|
| 4.1. | ACCESS SERVICE CHARGES | |
| 4.1.1. | Recurring Charges (Monthly) | |
| | Business Basic Charge | \$31.13 |
| 4.1.2. | Service Connection Charges | |
| | A. Connection Charge | \$525.00 |
| | B. Service Order Charge | \$15.00 |
| 4.2. | USAGE SERVICE CHARGES | |
| | Per Minute of Use | \$0.25 |
| 4.3. | DIRECTORY ASSISTANCE CHARGES | |
| | Directory Assistance, per call | \$1.00 |

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SECTION 4 - RATES AND CHARGES, Continued**4.4. OPERATOR ASSISTANCE CHARGES**

| | | | |
|--------|------------------------|--|-----------|
| 4.4.1. | Third Number Billing | | |
| | Surcharge per call | | \$1.75 |
| 4.4.2. | Collect Calls | | |
| | Surcharge per call | | \$1.75 |
| 4.4.3. | Person to Person | | |
| | Surcharge per call | | \$3.25 |
| 4.4.4. | Station to Station | | |
| | Surcharge per call | | \$0.80 |
| 4.4.5. | Busy Line Verification | | |
| | Surcharge per call | | \$1.65 |
| 4.4.6. | Line Service Interrupt | | |
| | Surcharge per call | | \$1.25 |
| 4.4.7. | General Assistance | | |
| | Surcharge per call | | No Charge |

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SECTION 4 - RATES AND CHARGES, Continued

4.5. RETURNED CHECK CHARGE \$25.00

4.6. SPECIAL RATES FOR INDIVIDUALS WITH DISABILITIES

4.6.1. Directory Assistance

There shall be no charge for up to fifty (50) calls per billing cycle from lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of fifty (50) within a billing cycle.

4.6.2. Hearing and Speech Impaired Persons

Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

4.6.3. Telecommunications Relay Service

Pursuant to Section 25-4.160(1), Commission Rules, intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay service calls by 50 percent off of the otherwise applicable rate for a voice 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 to 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.

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EXHIBIT D

MANAGEMENT EXPERIENCE

(Attached)

Biographic Information on GoBeam Services Senior Managers

Robert S. Stevenson, Co-Founder and Chief Executive Officer:

Mr. Stevenson is the founder and chief executive office of GoBeam, Inc., the parent company of GoBeam Services. Mr. Stevenson has had 19 years of experience in telecommunications and information services management and investment. Immediately prior to founding GoBeam, Inc., Mr. Stevenson was a venture partner Sprout Group, a venture capital firm, and, as such, focused on the identification, assessment and management of Sprout Group's investments in communications services and equipment. Prior to Sprout Group, Mr. Stevenson's activities include, from most to least recent: founder and Vice President of Marketing of Pacific Bell Network Integration, which delivered custom data networks for businesses; Executive Director of Corporate Development of Pacific Telesis, where he developed new business concepts and evaluated potential investments; founder and Vice President of Finance of Nomadic Systems, which developed communication software for personal computers; associate partner with the venture capital firm of Kleiner Perkins Caufield & Byers, where he focused on communications investments; and management positions in General Electric Company's information services and factory automation groups. Mr. Stevenson holds a Bachelor's Degree (with Distinction) in Mechanical Engineering from the University of Virginia School of Engineering and Applied Science, and a Masters of Business Administration from Harvard University.

Jeff Stern, Co-Founder and Executive Vice President of Marketing and Business Development:

Mr. Stern is the co-founder and executive vice president of marketing and business development of GoBeam, Inc., the parent company of GoBeam Services. Mr. Stern's background includes engineering, marketing, sales and investment experience at firms such as: Nortel; McDonnell Douglas; Independence Technologies which he co-founded and where he was Vice President of Sales and Marketing until the company was sold to BEA Systems; VeriFone, where he co-founded the Client-Server Software business unit and established the partnership with Hewlett Packard, to whom the company was later sold; Encanto Networks, where he served as Vice President of Marketing; and Pulsar Venture Group, where he was Vice President of Investment Strategy. Mr. Stern also currently serves on the advisory boards of a number of Silicon Valley technology companies, including Graphic Gems and Print.com. Mr. Stern holds a Bachelor's Degree (First Class Honours) in Systems Design Engineering from the University of Waterloo, in Waterloo, Ontario, Canada.

William S. Burgers, Senior Director of Operations:

Mr. Burgers is the Senior Director of Operations of GoBeam Services. Mr. Burgers has had extensive experience in telecommunications operations and technical planning. Mr. Burgers came to GoBeam from MCI WorldCom where he was responsible for the planning and evolution of MCI's local switch network throughout the United States western region. Prior to MCI Worldcom, Mr. Burgers worked for Total Access, a company that develops voice response systems, where he developed and managed the customer services operations staff. Mr. Burgers began his telecommunications career at Pacific Bell where, over the course of almost 30 years he held a variety of management

Biographic Information on GoBeam Services Senior Managers

positions, including Director of Complex Services Process Re-engineering, Director of Customer Services Access Systems, and Director of Network Billing Accuracy, and in the areas of switching systems and computer maintenance and administration. Mr. Burgers holds a Bachelor's Degree in Organizational Development from San Francisco State University and is a graduate of the Executive Management Program at Penn State University.

Larry Stanfel, Sr. Director, Network Engineering:

Mr. Stanfel has 15 years experience in the telecommunications industry focusing on Data, Voice and Signaling network architecture, design and engineering. Corporate experience includes SBC Communications, Inc., Pacific Bell and Bellcore.

Bob Fultz, Sr. Director, Product Management:

Mr. Fultz has 17 years experience in marketing, business development, and product management in the communications and software industries. Bob's previous affiliations include Aeris Communications, Trimble Communications, Novalink Technologies, Independence, Tymnet and Telenet.