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January 9, 2001

VIA OVERNIGHT DELIVERY

Arizona Corporation Commission
Docket Control Center
1200 West Washington Street
Phoenix, AZ 85007-2996

DOCKET NO. T-0398¹A 01-0032

Re: Application and Petition of Domino Networks Communications, Inc. for a Certificate of Convenience and Necessity to Provide Facilities-Based and Resold Local Exchange, Exchange Access and Interexchange Telecommunications Service in Arizona

Dear Sir or Madam:

On behalf of Domino Networks Communications, Inc. ("DNC"), enclosed please find an original and ten (10) copies of DNC's Application for a Certificate of Convenience and Necessity to Provide Facilities-Based and Resold Local Exchange, Exchange Access and Interexchange Telecommunications Service in the State of Arizona. DNC's Petition for Competitive Classification of the Proposed Services is attached to this Application as Exhibit G.

Please date stamp the enclosed extra copy of this Application and return it in the self-addressed, postage-paid envelope provided. Should you have any questions concerning this filing, please do not hesitate to contact the undersigned at (202) 295-8338.

Respectfully submitted,

Russell M. Blau
Michael J. Mendelson

Counsel for:
Domino Networks Communications, Inc.

Enclosures

cc: Woody Traylor
Jason M. Yanowitz

**BEFORE THE
ARIZONA CORPORATION COMMISSION**

In the Matter of)
)
APPLICATION AND PETITION OF)
)
Domino Networks Communications, Inc.)
)
For a Certificate of Convenience and Necessity)
to Provide Facilities-Based and Resold Local)
Exchange, Exchange Access, and)
Interexchange Telecommunications Service)
Within the State of Arizona)
)

Docket No. _____

**APPLICATION AND PETITION OF
DOMINO NETWORKS COMMUNICATIONS, INC.**

Domino Networks Communications, Inc. (“DNC” or “Applicant”), pursuant to Arizona Administrative Code R14-2-1103 and R14-2-1105,¹ hereby files this application for a Certificate of Convenience and Necessity (“CC&N”) to provide all forms of facilities-based and resold local exchange, exchange access, and interexchange telecommunications service throughout the State of Arizona. Applicant also hereby petitions the Commission for a determination that its proposed services are competitive pursuant to the requirements of Arizona Administrative Code (“A.A.C.”) R14.2-1108. DNC’s petition for competitive classification is attached hereto as Exhibit G.

Applicant submits that its presence in the Arizona telecommunications marketplace will serve to enhance competition, leading to benefits for Arizona consumers from increased

¹ Rules established by Commission Opinion and Order, *In the Matter of the Notice of Proposed Rule Making Regarding Competitive Telecommunications Services*, Docket No. R-0000-94-424, Decision No. 59124 (June 23, 1995).

competition in telecommunications markets, including an enhanced variety of choices, an increase in the availability of high quality service, heightened technological and service innovations, and increased competitive pressures on the rates charged for services. Applicant respectfully submits that the grant of its request for a Certificate of Convenience and Necessity to provide facilities-based and resold local exchange telecommunications service throughout the State of Arizona is consistent with the pro-competitive purposes of the Commission's Order in Docket No. R-0000-94-424 (Decision No. 59124), as well as the purposes of the Federal Telecommunications Act of 1996.

In support of its request, Applicant submits the following information as required by A.A.C. R14-2-1105:

II. DESCRIPTION OF APPLICANT

1. Applicant's legal name is Domino Networks Communications, Inc. Applicant maintains its principal place of business at:

2950 Gallows Road
Falls Church, VA 22042
Telephone: (571) 226-1434
Facsimile: (571) 226-1350

2. Correspondence or communications pertaining to this application should be directed to Applicant's attorney of record:

Russell M. Blau
Michael J. Mendelson
Swidler Berlin Shereff Friedman, LLP
3000 K Street, N.W., Suite 300
Washington, D.C. 20007
Telephone: (202) 295-8338
Facsimile: (202) 424-7645

3. Applicant's toll-free number for customer inquiries is: 1-888-535-4226

4. Questions concerning the ongoing operations of Applicant following certification should be directed to:

Woody Traylor
Vice President of Regulatory Affairs
Domino Networks Communications, Inc.
2950 Gallows Road
Falls Church, VA 22042
Telephone: (571) 226-1434
Facsimile: (571) 226-1350
wtraylor@bbo.com

Upon certification, copies of all notices, orders and other materials, and all inquiries, questions, and complaints concerning Applicant's Arizona operations should be directed to Mr. Traylor at the address listed above. Mr. Traylor will also serve as liaison with the Commission for resolution of Commission and user inquiries and complaints.

5. Applicant does not currently have a business office in the State of Arizona. Applicant's Arizona agent is:

Corporation Service Company
3636 North Central Avenue
Phoenix, AZ 85012

6. Applicant is a newly formed corporation organized under the laws of the State of Delaware on November 14, 2000. Applicant is also a wholly owned subsidiary of Domino Networks, Inc., a Delaware corporation. Copies of Applicant's Certificate of Incorporation and Certificate of Authority to Transact Business in the State of Arizona are attached hereto as Exhibit A.

7. The names, addresses and telephone numbers of the officers and directors of Applicant are as follows:

Officers:

Johnson Agogbua	President and CEO
Liran Gordon	Vice President, Secretary, and Treasurer
Woody Traylor	Vice President of Regulatory Affairs and Assistant Secretary

Sole Director:

Johnson Agogbua

All Officers and Directors may be reached at the Applicant's offices at:

Domino Networks Communications, Inc.
2950 Gallows Road
Falls Church, VA 22042
Telephone: (571) 226-1434
Facsimile: (571) 226-1350

These individuals will be primarily responsible for Applicant's Arizona operations.

II. TECHNICAL, MANAGERIAL AND FINANCIAL QUALIFICATIONS

1. Applicant is technically and managerially qualified to operate and manage its proposed telecommunications operations in Arizona. Applicant was formed initially as an affiliate of Broadband Office, Inc. ("BBO"), the parent company of Broadband Office Communications, Inc. ("BBOC"). BBOC was authorized by this Commission to provide local and interexchange telecommunications services in Docket No. T-03810A-99-0682. The management of BBO recently determined to separate BBO and its assets and personnel into two companies. In general, assets and personnel used in providing in-building telecommunications and information services to business customers in multi-tenant buildings remain with BBOC, while assets and personnel used to provide metropolitan and long-haul network services were assigned to DNC.

Thus, DNC will take over ongoing operation of a portion of BBO's telecommunications business and will be staffed by personnel familiar with the operation of BBO's network.

The senior management of DNC and its corporate parent, Domino Networks, Inc., are veterans of the communications industry and lead a highly qualified technical staff to ensure that DNC's operations will meet the most demanding standards for service quality and reliability. Furthermore, by employing state-of-the-art technology, DNC's services will be equal, if not superior, in quality to the services of other certificated telecommunications service providers. Descriptions of the technical and managerial experience of Applicant's key personnel are attached as Exhibit B hereto.

DNC is in the process of obtaining authority to provide telecommunications service in the following jurisdictions: California, Colorado, Connecticut, the District of Columbia, Delaware, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Minnesota, Missouri, New Jersey, New York, North Carolina, Ohio, Oregon, Pennsylvania, South Carolina, Tennessee, Texas, and Washington. DNC's affiliate, Domino Networks Communications of Virginia, Inc., currently is seeking authority to provide facilities-based and resold local exchange, exchange access, and interexchange telecommunications services in the Commonwealth of Virginia. DNC has not been denied the authority to provide telecommunications services or to transact business in any jurisdiction.

2. Applicant is financially qualified to render the services proposed herein. As explained above, DNC will take over a portion of the assets and personnel of BBO and will continue to operate that business as a going concern. DNC also has received additional capital investment that will enable it to operate and expand the network it receives from BBO. Because DNC was formed recently it does not have audited financial statements at this time. In demonstration of its

financial qualifications Applicant has attached hereto, as Exhibit C, its latest financial statements demonstrating that the Applicant has access to sufficient financial resources to provide the proposed telecommunications services in the State of Arizona.

III. DESCRIPTION OF SERVICES

1. Applicant seeks authority to provide facilities-based and resold local exchange, exchange access and interexchange telecommunications services to business subscribers to and from all points in the State of Arizona. Applicant initially plans to provide its services to customers in the exchange areas of Qwest and currently does not plan to provide service in areas of Arizona that are served by small or rural local exchange carriers (as defined in the Telecommunications Act of 1996). However, Applicant seeks statewide authorization so that it may expand its service areas in the future as market conditions may warrant. A copy of a map depicting Applicant's initial service area (which mirrors the existing service territory of Qwest) is attached hereto at Exhibit D.

Applicant will construct its own fiber optic network and facilities to provide voice and data communications services, dedicated access services, and private line data communications services to its customers. Applicant's network will be based on VoIP technology and employ Sonus Networks packet switches. Applicant may supplement these services with other resold services provided by incumbent local exchange carriers, competitive local carriers, or interexchange carriers. In addition to these services, Applicant intends to lease its dedicated and private line fiber optic communications infrastructure to wholesale carriers.

Applicant will continuously monitor and maintain a high level of control over its network on a 24-hour basis through its network operations center.

Initially, Applicant may lease the fiber optic facilities of other carriers while its own facilities are being built. As Applicant completes the build-out of its network, Applicant will move this traffic onto its own network.

2. Geographic Areas to be Served. Applicant intends to provide telecommunications service to and from all points within the State of Arizona. Applicant initially plans to provide exchange access in the exchange areas of Qwest and currently does not plan to provide local exchange service in areas of Arizona that are served by small or rural local exchange carriers (as defined in the Telecommunications Act of 1996). However, Applicant seeks statewide authorization so that it may expand its local service areas in the future as market conditions may warrant. A copy of a map depicting DNC's initial service area (which mirrors the existing service territory of Qwest) is attached hereto at Exhibit D.

3. Tariff. Applicant's proposed local tariff is attached hereto as Exhibit E. Applicant's proposed data tariff is attached hereto as Exhibit F.

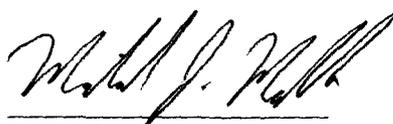
4. Interconnection/Resale Agreement. Applicant is in the process of obtaining an interconnection agreement with Qwest.

5. Competitive Classification. The Commission has promulgated rules governing the provision of competitive telecommunications services in Arizona. As a threshold matter, telecommunications companies must petition the Commission for classification of the Applicant's service offerings as competitive. DNC's petition for competitive classification is attached hereto as Exhibit G.

III. CONCLUSION

Based on the foregoing, Domino Networks Communications, Inc. respectfully requests that the Commission grant it a Certificate of Convenience and Necessity to provide facilities-based and resold local exchange, exchange access, and interexchange telecommunications services as described in this Application, and grant such additional or further relief as may be necessary or appropriate.

Respectfully submitted,



Russell M. Blau

Michael J. Mendelson

SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

3000 K Street, NW, Suite 300

Washington, D.C. 20007

Telephone: (202) 295-8338

Facsimile: (202) 424-7645

Counsel for Domino Networks Communications, Inc.

Dated: January 9, 2001

EXHIBITS

- Exhibit A Certificate of Incorporation and Certificate of Authorization to Transact Business in Arizona
- Exhibit B Managerial Qualifications
- Exhibit C Financial Qualifications
- Exhibit D Initial Service Area Map
- Exhibit E Proposed Local Tariff
- Exhibit F Proposed Data Tariff
- Exhibit G Petition for Competitive Classification
- Verification

EXHIBIT A

Certificate of Incorporation and
Certificate of Authorization to Transact Business in Arizona

State of Delaware
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "DOMINO NETWORKS COMMUNICATIONS, INC.", FILED IN THIS OFFICE ON THE FOURTEENTH DAY OF NOVEMBER, A.D. 2000, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



3316307 8100

001573381


Edward J. Freel, Secretary of State

AUTHENTICATION: 0793789

DATE: 11-15-00

11/15/00 WED 11:31 [TX/RX NO 7612]

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 11/14/2000
001579381 - 3316307

CERTIFICATE OF INCORPORATION

OR

DOMINO NETWORKS COMMUNICATIONS, INC.

FIRST The name of the Corporation is: Domino Networks Communications, Inc.

SECOND The address of its registered office in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is Corporation Service Company.

THIRD The nature of the business or purposes to be conducted or promoted by the Corporation is as follows:

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH The total number of shares of stock which the Corporation shall have authority to issue is 1000 shares of Common Stock, \$0.01 par value per share.

The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the stock of the Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law of Delaware.

FIFTH The name and mailing address of the sole incorporator are as follows:

<u>NAME</u>	<u>MAILING ADDRESS</u>
Eleanor Krivicle	11951 Freedom Drive Suite 1400 Reston, Virginia 20190

SIXTH In furtherance of and not in limitation of powers conferred by statute, it is further provided:

1. Election of directors need not be by written ballot.
2. The Board of Directors is expressly authorized to adopt, amend or repeal the By-Laws of the Corporation.

SEVENTH Except to the extent that the General Corporation Law of Delaware prohibits the elimination or limitation of liability of directors for breaches of fiduciary duty, no director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty as a director, notwithstanding any provision of law imposing such liability. No amendment to or repeal of this provision shall apply to or have any

effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment.

EIGHTH The Corporation shall, to the fullest extent permitted by Section 145 of the General Corporation Law of Delaware, as amended from time to time, indemnify each person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was, or has agreed to become, a director or officer of the Corporation, or is or was serving, or has agreed to serve, at the request of the Corporation, as a director, officer or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise (including any employee benefit plan) (all such persons being referred to hereafter as an "Indemnitee"), or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by or on behalf of an Indemnitee in connection with such action, suit or proceeding and any appeal therefrom.

As a condition precedent to his right to be indemnified, the Indemnitee must notify the Corporation in writing as soon as practicable of any action, suit, proceeding or investigation involving him for which indemnity will or could be sought. With respect to any action, suit, proceeding or investigation of which the Corporation is so notified, the Corporation will be entitled to participate therein at its own expense and/or to assume the defense thereof at its own expense, with legal counsel reasonably acceptable to the Indemnitee.

In the event that the Corporation does not assume the defense of any action, suit, proceeding or investigation of which the Corporation receives notice under this Article, the Corporation shall pay in advance of the final disposition of such matter any expenses (including attorneys' fees) incurred by an Indemnitee in defending a civil or criminal action, suit, proceeding or investigation or any appeal therefrom; provided, however, that the payment of such expenses incurred by an Indemnitee in advance of the final disposition of such matter shall be made only upon receipt of an undertaking by or on behalf of the Indemnitee to repay all amounts so advanced in the event that it shall ultimately be determined that the Indemnitee is not entitled to be indemnified by the Corporation as authorized in this Article, which undertaking shall be accepted without reference to the financial ability of the Indemnitee to make such repayment; and further provided that no such advancement of expenses shall be made if it is determined that (i) the Indemnitee did not act in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation, or (ii) with respect to any criminal action or proceeding, the Indemnitee had reasonable cause to believe his conduct was unlawful.

The Corporation shall not indemnify an Indemnitee seeking indemnification in connection with a proceeding (or part thereof) initiated by such Indemnitee unless the initiation thereof was approved by the Board of Directors of the Corporation. In addition, the Corporation shall not indemnify an Indemnitee to the extent such Indemnitee is reimbursed from the proceeds of insurance, and in the event the Corporation makes any indemnification payments to an Indemnitee and such Indemnitee is subsequently reimbursed from the proceeds of insurance, such Indemnitee shall promptly refund such indemnification payments to the Corporation to the extent of such insurance reimbursement.

All determinations hereunder as to the entitlement of an Indemnitee to indemnification or advancement of expenses shall be made in each instance by (a) a majority vote of the directors of the Corporation consisting of persons who are not at that time parties to the action, suit or proceeding in question ("disinterested directors"), whether or not a quorum, (b) a majority vote of a quorum of the outstanding shares of stock of all classes entitled to vote for directors, voting as a single class, which quorum shall consist of stockholders who are not at that time parties to the action, suit or proceeding in question, (c) independent legal counsel (who may, to the extent permitted by law, be regular legal counsel to the Corporation), or (d) a court of competent jurisdiction.

The indemnification rights provided in this Article (I) shall not be deemed exclusive of any other rights to which an Indemnitee may be entitled under any law, agreement or vote of stockholders or disinterested directors or otherwise, and (ii) shall inure to the benefit of the heirs, executors and administrators of the Indemnitees. The Corporation may, to the extent authorized from time to time by its Board of Directors, grant indemnification rights to other employees or agents of the Corporation or other persons serving the Corporation and such rights may be equivalent to, or greater or less than, those set forth in this Article.

NINTH The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by statute and this Certificate of Incorporation, and all rights conferred upon stockholders herein are granted subject to this reservation.

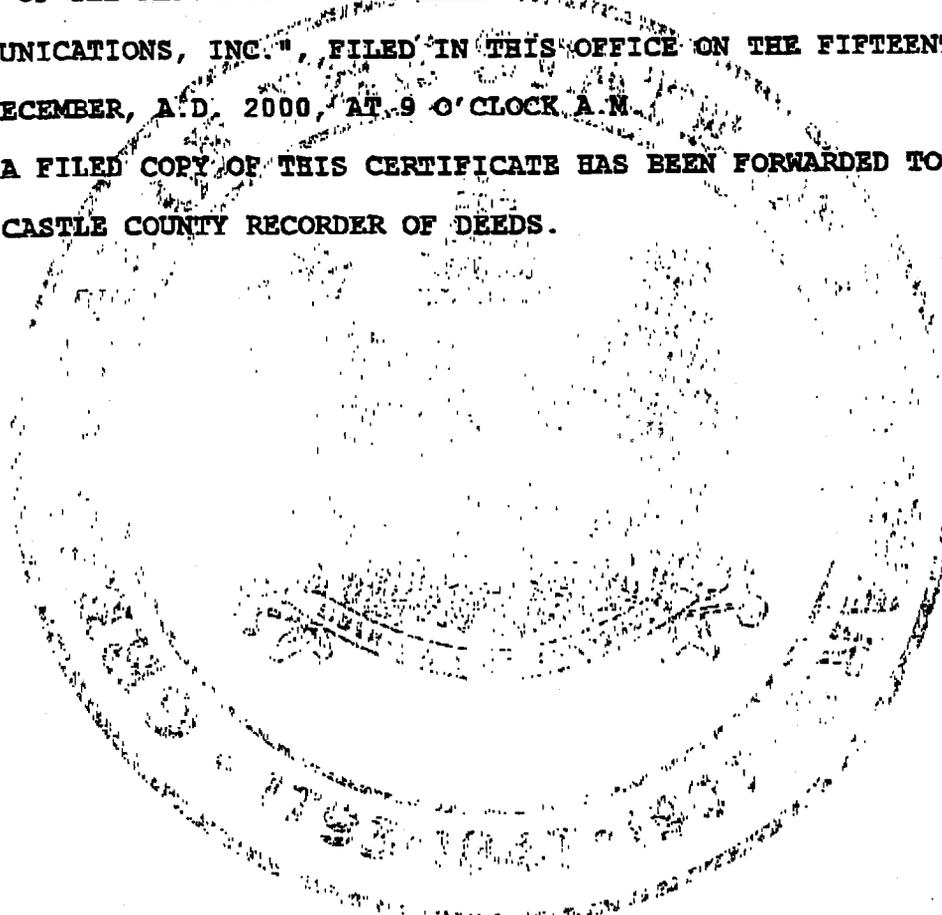
EXECUTED at Reston, Virginia, on November 14, 2000.

Ellen Kirci
Incorporator

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "DOMINO NETWORKS COMMUNICATIONS, INC.", FILED IN THIS OFFICE ON THE FIFTEENTH DAY OF DECEMBER, A.D. 2000, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



3316307 8100

001630490



Edward J. Freel, Secretary of State
AUTHENTICATION: 0861812

DATE: 12-18-00

**AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF**

DOMINO NETWORKS COMMUNICATIONS, INC.

Domino Networks Communications, Inc., a corporation organized and existing under and by virtue of the laws of the General Corporation Law of the State of Delaware, hereby certifies as follows:

1. The name of the corporation is Domino Networks Communications, Inc (the "Corporation"). The Corporation filed its original Certificate of Incorporation with the Secretary of State of the State of Delaware on November 14, 2000.
2. This Amended and Restated Certificate of Incorporation amends, restates and integrates the provisions of the Corporation's Certificate of Incorporation and (i) was duly adopted by the sole member of the Board of Directors in accordance with the provisions of Section 245 of the General Corporation Law of the State of Delaware (the "DCGL"), (ii) was declared by the Board of Directors to be advisable and in the best interests of the Corporation and was directed by the Board of Directors to be submitted to and be considered by the sole stockholder of the Corporation for approval by the affirmative vote of such stockholder in accordance with Section 242 of the DCGL and (iii) was unanimously adopted by the sole stockholder by a written action in lieu of a meeting of the sole stockholder in accordance with the provisions of Sections 228 and 242 of the DCGL and in accordance with the terms of the Corporation's Certificate of Incorporation in effect prior to the effective time hereof.

RESOLVED: That the Corporation's Certificate of Incorporation is hereby amended and restated in its entirety as follows:

FIRST The name of the Corporation is: Domino Networks Communications, Inc.

SECOND The address of its registered office in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is Corporation Service Company.

THIRD The nature of the business or purposes to be conducted or promoted by the Corporation is as follows:

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH The total number of shares of stock which the Corporation shall have authority to issue is 1,000 shares of Common Stock, \$0.01 par value per share.

The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders

of a majority of the stock of the Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law of Delaware.

FIFTH In furtherance of and not in limitation of powers conferred by statute, it is further provided:

1. Election of directors need not be by written ballot.
2. The Board of Directors is expressly authorized to adopt, amend or repeal the By-Laws of the Corporation.

SIXTH Except to the extent that the General Corporation Law of Delaware prohibits the elimination or limitation of liability of directors for breaches of fiduciary duty, no director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty as a director, notwithstanding any provision of law imposing such liability. No amendment to or repeal of this provision shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment.

SEVENTH The Corporation shall not, without the vote or written consent by the holders of at least a majority of the then outstanding shares of the Common Stock:

1. authorize or issue any other equity security, including any other security convertible into or exercisable for any equity security, having a preference over, or being on a parity with, the Common Stock, including, without limitation, with respect to dividends, redemption or voting rights or upon liquidation;
2. effect any reclassification or other change of any stock, or other recapitalization of the Corporation, or any voluntary liquidation, dissolution or winding up of the Corporation;
3. declare or pay any dividends on Common Stock;
4. amend or waive any provision of the Corporation's Certificate of Incorporation or Bylaws in a manner that adversely affects the holders of Common Stock;
5. sell, convey or otherwise dispose of or encumber (other than pursuant to a credit arrangement in the ordinary course of business) all or substantially all of its assets or business or merge into or consolidate with any other entity (other than a wholly owned subsidiary corporation) or effect any transaction or series of related transactions in which more than fifty percent (50%) of the voting power of the Corporation is disposed of; or
6. redeem, purchase or otherwise acquire (or pay into or set aside for a sinking fund for such purpose) any share of Common Stock; ~~provided, however,~~ that this restriction shall not apply to the repurchase of shares of Common Stock from employees, officers, directors, consultants or other persons performing services for the Corporation or any subsidiary pursuant to agreements under which the Corporation has the option to repurchase such shares at cost upon the occurrence of certain events, such as the termination of employment.

EIGHTH The Corporation shall, to the fullest extent permitted by Section 145 of the General Corporation Law of Delaware, as amended from time to time, indemnify each person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was, or has agreed to become, a director or officer of the Corporation, or is or was serving, or has agreed to serve, at the request of the Corporation, as a director, officer or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise (including any employee benefit plan) (all such persons being referred to hereafter as an "Indemnitee"), or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by or on behalf of an Indemnitee in connection with such action, suit or proceeding and any appeal therefrom.

As a condition precedent to his right to be indemnified, the Indemnitee must notify the Corporation in writing as soon as practicable of any action, suit, proceeding or investigation involving him for which indemnity will or could be sought. With respect to any action, suit, proceeding or investigation of which the Corporation is so notified, the Corporation will be entitled to participate therein at its own expense and/or to assume the defense thereof at its own expense, with legal counsel reasonably acceptable to the Indemnitee.

In the event that the Corporation does not assume the defense of any action, suit, proceeding or investigation of which the Corporation receives notice under this Article, the Corporation shall pay in advance of the final disposition of such matter any expenses (including attorneys' fees) incurred by an Indemnitee in defending a civil or criminal action, suit, proceeding or investigation or any appeal therefrom; provided, however, that the payment of such expenses incurred by an Indemnitee in advance of the final disposition of such matter shall be made only upon receipt of an undertaking by or on behalf of the Indemnitee to repay all amounts so advanced in the event that it shall ultimately be determined that the Indemnitee is not entitled to be indemnified by the Corporation as authorized in this Article, which undertaking shall be accepted without reference to the financial ability of the Indemnitee to make such repayment; and further provided that no such advancement of expenses shall be made if it is determined that (i) the Indemnitee did not act in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation, or (ii) with respect to any criminal action or proceeding, the Indemnitee had reasonable cause to believe his conduct was unlawful.

The Corporation shall not indemnify an Indemnitee seeking indemnification in connection with a proceeding (or part thereof) initiated by such Indemnitee unless the initiation thereof was approved by the Board of Directors of the Corporation. In addition, the Corporation shall not indemnify an Indemnitee to the extent such Indemnitee is reimbursed from the proceeds of insurance, and in the event the Corporation makes any indemnification payments to an Indemnitee and such Indemnitee is subsequently reimbursed from the proceeds of insurance, such Indemnitee shall promptly refund such indemnification payments to the Corporation to the extent of such insurance reimbursement.

All determinations hereunder as to the entitlement of an Indemnitee to indemnification or advancement of expenses shall be made in each instance by (a) a majority vote of the directors of

the Corporation consisting of persons who are not at that time parties to the action, suit or proceeding in question ("disinterested directors"), whether or not a quorum, (b) a majority vote of a quorum of the outstanding shares of stock of all classes entitled to vote for directors, voting as a single class, which quorum shall consist of stockholders who are not at that time parties to the action, suit or proceeding in question, (c) independent legal counsel (who may, to the extent permitted by law, be regular legal counsel to the Corporation), or (d) a court of competent jurisdiction.

The indemnification rights provided in this Article (i) shall not be deemed exclusive of any other rights to which an Indemnitee may be entitled under any law, agreement or vote of stockholders or disinterested directors or otherwise, and (ii) shall inure to the benefit of the heirs, executors and administrators of the Indemnitees. The Corporation may, to the extent authorized from time to time by its Board of Directors, grant indemnification rights to other employees or agents of the Corporation or other persons serving the Corporation and such rights may be equivalent to, or greater or less than, those set forth in this Article.

NINTH The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute and this Certificate of Incorporation, and all rights conferred upon stockholders herein are granted subject to this reservation.

IN WITNESS WHEREOF, the Corporation has caused this Amended and Restated Certificate of Incorporation to be signed by its President this ¹⁴th day of December, 2000.


Johnson Ayogbua

STATE OF ARIZONA



Office of the
CORPORATION COMMISSION

To all to whom these presents shall come, greeting:

I, Brian C. McNeil, Executive Secretary of the Arizona Corporation Commission, do hereby certify that

*****DOMINO NETWORKS COMMUNICATIONS, INC.*****

a corporation organized under the laws of the jurisdiction of Delaware was, on the 15th day of December 2000, authorized to transact business in the State of Arizona as a foreign corporation.

I further certify that this corporation has filed all affidavits and annual reports and paid all filing fees required to date and, therefore, is in good standing in this state.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission. Done at Phoenix, the Capitol, this 28th day of December, 2000, A. D.



[Signature]
Executive Secretary

BY: *[Signature]*

EXHIBIT B

Managerial Qualifications

DESCRIPTION OF MANAGEMENT PERSONNEL RESPONSIBLE FOR ARIZONA OPERATIONS

DNC has assembled an outstanding and experienced team of industry professionals to achieve its mission of market leadership. The founding executive team has held key technical, marketing and financial positions at leading communications companies. The following summaries highlight management's extensive background:

Johnson Agobua - President

As President of Domino Networks Communications, Inc., Johnson Agobua will use his 11 years of management experience to make the company a leading telecommunications service provider.

Johnson Agobua also currently serves as President of Domino Networks, Inc., the parent company of Domino Networks Communications, Inc., a Kleiner, Perkins, Caufield and Byers and Broadband Office, Inc. funded company.

Prior to Domino Networks Communications, Inc., Mr. Agobua served as Vice President of Engineering for Broadband Office Communications, Inc. He also previously served as Director of Global Network Engineering and Architecture at UUNET, an MCI Worldcom Company. In that capacity, he led the engineering effort that converted UUNET's network from a sparse T1/T3 infrastructure into the largest commercial Internet backbones in the world. Under his direction, his organization made many significant innovations in Internet network architecture and the advancement of Multiprotocol Label Switching (MPLS). They were also the acknowledged industry leaders in Internet traffic engineering. He joined UUNET in 1996 with responsibility for both Network Engineering and Network/Systems Management.

Before joining UUNET in February of 1996, Mr. Agobua served as Vice President of Advanced Network Engineering and Technology in the Business Technology Organization at Salomon Inc. (now Salomon Smith Barney). At Solomon Inc., Mr. Agobua was responsible for development of the trading floor networks and campus ATM infrastructure. Prior to Salomon, Inc., he was a member of technical staff at AT&T, where he worked on a number of projects including: AT&T's Global IP network, Wideband Packet Technology requirements, Network Management infrastructure for AT&T's internal IP and Asynchronous networks.

Johnson Agobua received his B.S. in Electrical Computer Engineering from Drexel University in 1988.

Woody Traylor - Vice President of Regulatory Affairs

Woody Traylor currently serves as the Vice President of Regulatory Affairs of Domino Networks Communications, Inc. Communications, Inc. With 30 years of telecommunications experience, Mr. Traylor will manage company activities on state and federal regulatory matters.

Before he joined Domino Networks Communications, Inc., Mr. Traylor was Vice President of Regulatory Affairs of Broadband Office Communications, Inc. In that position, Mr. Traylor was responsible for CPCN acquisition, interconnection agreement adoption, and tariff development. Prior to that position, Mr. Traylor was Director of Numbering Policy and Administration at MCI WorldCom. In 1990, Mr. Traylor joined WorldCom as executive staff in the management and representation of MCI's interests in national industry standards in the areas of network interconnection, signaling standards, and numbering issues. Since 1995, he has served as MCI's primary technical advocate and policy counsel in the areas of numbering, including Local Number Portability advocacy, NPA relief positions and number conservation matters.

Prior to joining MCI WorldCom in April of 1990, Mr. Traylor spent seven years with Bell Atlantic. Initially, Mr. Traylor performed Outside Plant Planning functions for the Virginia Beach area, where he was instrumental in the initial fiber loop feeder deployment in Virginia. From 1987 to 1990, he served on corporate staff in Technology Planning representing Bell Atlantic in national forums in areas of network interconnection and SS7 deployment issues.

From December of 1979 to July of 1983, Mr. Traylor was an independent Financial Planner responsible for designing and marketing employee benefit plans and individual plans for several closely-held Corporations and Professional Corporations.

Mr. Traylor also worked for the C&P Telephone Company of Virginia from June of 1970 to November of 1979. He served in numerous positions including Network Administration staff responsible for administrative support for Electro-Mechanical switching systems; Personnel Assessment to determine appropriateness and readiness of candidates for promotion into management for the company; and Trunk Servicing/Administration and DDD completion results for the western portion of Virginia.

Woody Traylor received BS degrees in Mathematics, Sociology and Physics from University of Richmond in 1971. He also holds his MS in Demography and Statistics from Florida State University in 1973.

A. Martin Hakim Din - Vice President of Operations

A. Martin Hakim Din brings 10 years of telecommunications experience in operations, implementation and engineering in an Internet environment. Since 1999, Mr. Hakim Din has served as Director of Operations and Network Implementation with Broadband Office Communications, Inc. From 1994 to 1999, he served in both a technical and managerial role through the design, implementation and operation of the global Internet backbone of UUNet Technologies, an MCI Worldcom Company, a leading global provider of Internet communications services.

Mr. Hakim Din has helped to create the Broadband Office Communications network which is now in operation in many states. Prior to his time with Broadband Office Communications, he built and operated the UUNET DS3 network, created and managed the UUNET internet operations escalation team, and developed new customer architectures. During his time in

UUNET Network Operations, he had oversight responsibility for all new technology approval, maintenance, problem management, subject matter expertise, and vendor relations.

Mr. Hakim Din holds a B.S. in Physics from the College of William and Mary.

Charles Meyer - Director of Construction Facility Services

After thirteen years in the technology & telecommunications industries, Charles Meyers will contribute to the designing and building of the hi-tech centers and infrastructure systems to develop the Domino Networks Communications network.

Prior to joining his current position, Mr. Meyer was Director of Construction and Technology at Broadband Office Communications. Before his time with BBOC, he was Senior Manager at UUNet Technologies, an MCI Worldcom Company, for several years. He was responsible for overseeing the technology & infrastructure installations at their new world headquarters.

Mr. Meyer also spent nine years with Salomon Brothers Inc., where he served in varying capacities. His position at Salomon Brothers included telecommunications roles regarding the design, build, renovation, and relocation of branch offices in the U.S., Canada, and Mexico. Mr. Meyer served as a project manager for construction activities at Merck-Medco and Cantor Fitzgerald.

Charles Meyer received his training in the computer sciences from Seton Hall University. Mr. Meyer is a member of the Loudoun County Telecommunications Committee and sits on the Board of Directors for the Mid-Atlantic Chapter of the 7X24 Exchange Association.

William W. Barns - Director of Infrastructure Engineering

William W. Barns has over 24 years experience in the development of packet-based networks in both the private and public sectors. At Domino, he will have primary responsibility for assessment and selection of technologies to be used in the Domino network. Prior to joining Domino Networks Communications, he was Director of Infrastructure Engineering for Broadband Office Communications, Inc. Before BBOC, Mr. Barns was Director of Technology and Standards for UUNet Technologies, an MCI Worldcom Company, a leading global provider of Internet communications services. At UUNET he was responsible for network architecture standards, emerging technologies evaluations, and strategic development of network expansions to accommodate massive growth of IP-based services. He was a key architect and designer of several generations of the UUNET global backbone network.

Before joining UUNET in 1995, William Barns was with The MITRE Corporation from 1988 to 1995. He led the network design group in the Networking Technical Center, which provided consulting services to several major U.S. Government network projects, including the Defense Information Systems Network and the FAA's Aeronautical Telecommunications Network.

From 1976 to 1988, Mr. Barns held a variety of engineering and technical management positions with the U.S. Air Force, Electronic Data Systems Corporation, Tymshare/Tymnet, and McDonnell Douglas Corporation.

Mr. Barns holds a B.S. in Statistics and Computer Science from the George Washington University.

Kenneth R. Frank - Senior Vice President Network

As Senior Vice President Network, Kenneth R. Frank will be responsible for all facets of Domino Network Communications' network development and its deployment.

Prior to joining Domino Networks Communications, Mr. Frank served as Director of Product Development of Broadband Office Communications. Before that position, he served seven years with BellSouth Science and Technology in various technical management positions. He began at BellSouth in 1993 as technical staff in as technical staff in Advanced Network Architecture where he was responsible for developing service concepts and architecture strategies.

In January of 1997, Mr. Frank became Director of Advanced Data Networking at BellSouth. As Director, he managed ADSL and IP Telephony technology planning and implementation, provided lead architecture support for the ADSL architecture and deployment activities, and represented BellSouth in industry Splitterless ADSL Special Interest Group (SIG). Microsoft, Intel, and Compaq initiated SIG to focus on achieving mass consumer acceptance of high-speed data access utilizing ADSL technology.

Finally, Mr. Frank served as the Director of Advanced Network Architecture and Concepts at BellSouth. At BellSouth, he provided strategic planning support for data networking initiatives and managed the technical data strategy group. Mr. Frank also was responsible for the technical architecture, vendor analyses and implementation support for all advanced data services, including Voice/ATM (line and trunk) implementations, state government architectures, video conferencing, Fast Packet services (ATM and Frame Relay), IP/ATM technologies, ADSL and FTTC access systems. Mr. Frank was selected in 1997 to the BellSouth Leadership Development Program.

Before joining BellSouth, Mr. Frank worked as technical staff in 5ESS Systems Engineering at AT&T Bell Laboratories from 1989 to 1993, where he co-authored 5ESS Switch Advanced Intelligent Network R0.1 Feature Specification Document and was selected to Bell Laboratories' Leadership Continuity Program.

Kenneth Frank received his B.S. in Computer Science from University of Southern California in 1989. Mr. Frank has also obtained two M.S. degrees: one in computer science from Stanford University in 1990, and the other in business administration from Emory University in 1998.

EXHIBIT C

Financial Qualifications

The following table set forth as of December 12, 2000, the pro forma balance sheet of Domino Networks, Inc. after giving effect to the transfer of certain BroadBand Office, Inc. assets and liabilities to Domino Networks, Inc. pursuant to the Contribution Agreement.

\$ in thousands

ASSETS

Due from BroadBand Office, Inc. (Note 1)	\$	6,293
Deposits	\$	1,526
Network equipment, net	\$	35,753
Furniture and equipment, net	\$	1,030
Computer equipment, net	\$	549
Leasehold improvements, net	\$	5,184
Software systems, net	\$	1,800
IRU-Fiber (Note 2)	\$	105,000
Total assets	\$	<u>157,135</u>

LIABILITIES AND STOCKHOLDER EQUITY

Current liabilities:

Accounts payable and accrued expenses (Note 3)	\$	26,427
Due to BroadBand Office, Inc. (Note 4)	\$	13,229
Note payable, current portion (Note 5)	\$	638
Total current liabilities	\$	40,295

Note payable, net of current portion (Note 6)	\$	1,055
Deferred revenues (Note 2)	\$	105,000
Total liabilities and deferred items	\$	146,350

Commitments and contingencies (Note 6, 7)

Stockholder equity	\$	10,785
Total stockholder equity	\$	10,785
Total liabilities and stockholder equity	\$	<u>157,135</u>

The assets and liabilities as set forth above are estimates and are subject to change after the closing. Any change in such totals is not expected to exceed two and a half percent of the closing totals. The preceding statement is not intended to be used to reconcile assets and liabilities under the Contribution Agreement.

Notes:

- 1) Includes approximately \$4.7M of node construction services delivered to BBO after November 10, 2000 associated with the liabilities identified in Note (3).
- 2) Domino will possess certain indefeasible rights of use (IRU's) for metropolitan and long-haul dark fiber under agreements with Qwest Communications Corporation to be assigned and assumed by Domino at the closing of the Contribution Agreement. The IRU's are in exchange for certain building related services and purchase commitments.
- 3) Includes node construction services of approximately \$4.4M to independent contractors and network accrued expenses associated with prior period network costs of approximately \$2.2M
- 4) Domino related expenditures incurred and paid for by BroadBand Office prior to December 12, 2000, including Domino's obligation to pay approximately \$8.4M in cash to BBO for equipment being transferred to Domino.
- 5) The Company will guarantee repayment of \$1,693,313 of debt owed by BBO to Silicon Valley Bank.
- 6) Under the Contribution Agreement, Domino will be obligated to make lease payments for leased equipment to BBO or the lessor. The capital lease obligations in the amount of \$5,169,000 will either be transferred to or paid off by Domino after closing.
- 7) Schedule 3.1(h) of the Contribution Agreement lists those contracts, commitments and contingencies to be transferred to Domino at the closing.

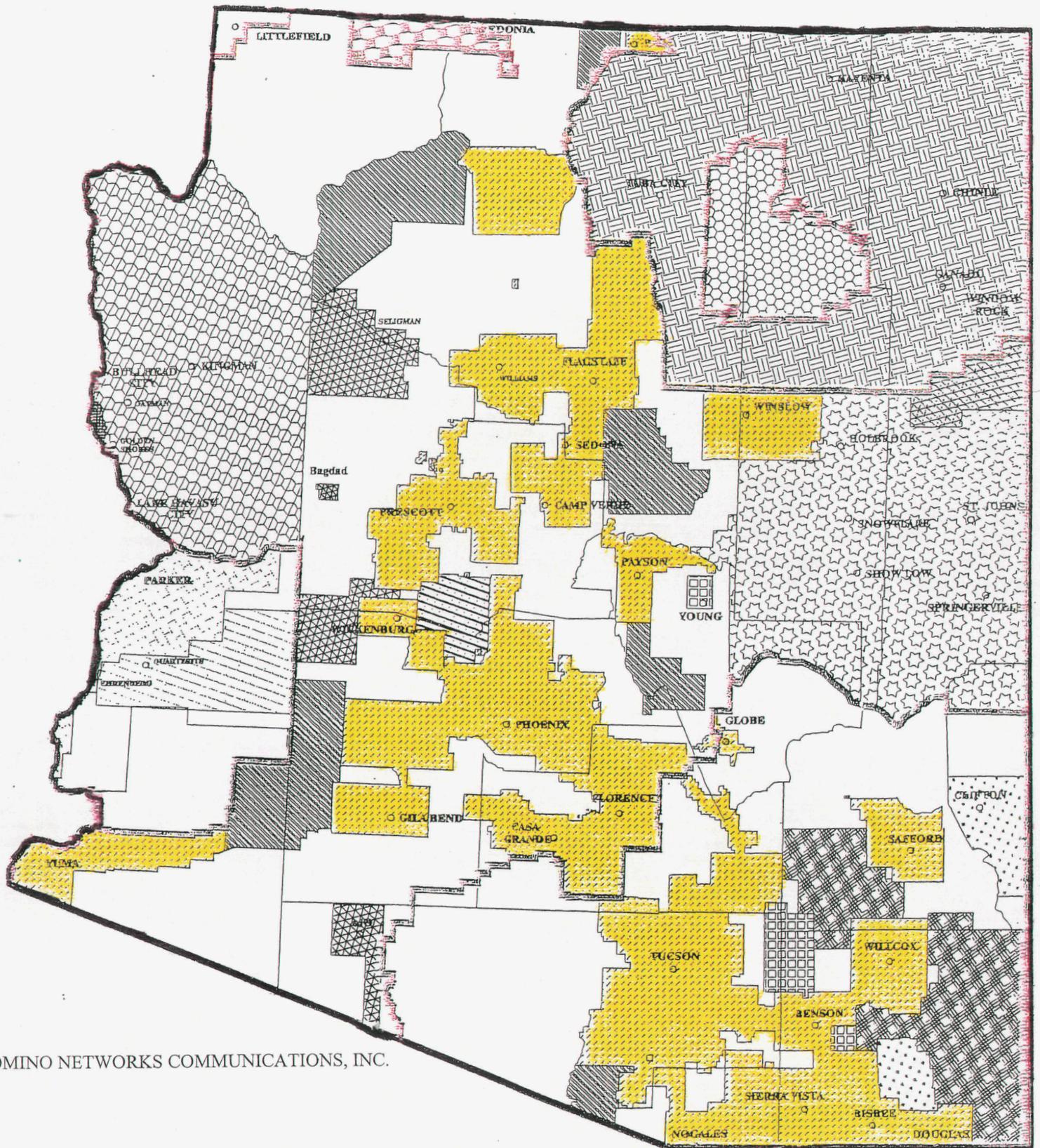
Domino Networks Communications, Inc.
Projected Profit and Loss Statement¹

	2000	2001	2002	2003
Revenue:				
IP Services	\$3 M	\$25 M	\$44 M	\$67 M
Voice Application Services	\$0 M	\$6 M	\$64 M	\$131 M
Enterprise VPN	\$0 M	\$5 M	\$37 M	\$109 M
Metro Fiber Local Access	\$0 M	\$5 M	\$26 M	\$57 M
<u>Other Services</u>	<u>\$3 M</u>	<u>\$15 M</u>	<u>\$15 M</u>	<u>\$15 M</u>
Total Revenue	\$5 M	\$56 M	\$185 M	\$379 M
Cost of Sales	\$8 M	\$67 M	\$138 M	\$224 M
Gross Profit	-\$3 M	-\$10 M	\$47 M	\$154 M
Sales, General, and Administrative Expenses	\$7 M	\$58 M	\$88 M	\$131 M
EBITDA	-\$9 M	-\$68 M	-\$40 M	\$23 M
Capital Expenditures	\$7 M	\$73 M	\$49 M	\$61 M

¹ Some columns may not add due to rounding.

EXHIBIT D

Initial Service Area Map



 DOMINO NETWORKS COMMUNICATIONS, INC.

STATE OF ARIZONA

Initial Service Territory
of

DOMINO NETWORKS COMMUNICATIONS, INC.

EXHIBIT E

Proposed Local Tariff

TARIFF OF
DOMINO NETWORKS COMMUNICATIONS INC.
REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO TELECOMMUNICATIONS SERVICES WITHIN
THE STATE OF ARIZONA

Issued: January 10, 2001

Effective:

Issued by:

Woody Traylor
Vice President of Regulatory Affairs
Domino Networks Communications, Inc.
2950 Gallows Road
Falls Church, Virginia 22042

CHECK SHEET

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

<u>Page No.</u>	<u>Revision</u>	<u>Page No.</u>	<u>Revision</u>	<u>Page No.</u>	<u>Revision</u>
1	Original	28	Original	55	Original
2	Original	29	Original	56	Original
3	Original	30	Original	57	Original
4	Original	31	Original	58	Original
5	Original	32	Original	59	Original
6	Original	33	Original	60	Original
7	Original	34	Original	61	Original
8	Original	35	Original	62	Original
9	Original	36	Original	63	Original
10	Original	37	Original	64	Original
11	Original	38	Original	65	Original
12	Original	39	Original	66	Original
13	Original	40	Original	67	Original
14	Original	41	Original	68	Original
15	Original	42	Original	69	Original
16	Original	43	Original	70	Original
17	Original	44	Original	71	Original
18	Original	45	Original	72	Original
19	Original	46	Original	73	Original
20	Original	47	Original	74	Original
21	Original	48	Original	75	Original
22	Original	49	Original	76	Original
23	Original	50	Original	77	Original
24	Original	51	Original	78	Original
25	Original	52	Original	79	Original
26	Original	53	Original	80	Original
27	Original	54	Original		

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PRELIMINARY STATEMENT

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

Company has been granted authority by the Arizona Corporation Commission to provide facilities-based local exchange telecommunications services within the State of Arizona. This Tariff is on file with the Arizona Corporation Commission and copies may be inspected during normal business hours at Domino's principal place of business.

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SYMBOLS

- (C) To signify a changed listing, rule or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify a rate increase.
- (L) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule, or condition.
- (N) To signify new material including listing, rate, rule, or condition.
- (R) To signify a rate reduction.
- (T) To signify change in wording of text but not change in rate, rule, or condition.

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TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. 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 Tariff page in effect.
- C. Paragraph Numbering Sequence - There are various levels of alphanumeric coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence used in this tariff.
- 2.1.
 - 2.1.2.
 - 2.1.2.A.
 - 2.1.2.A.1.
 - 2.1.2.A.1.a.
 - 2.1.2.A.1.a.I.
 - 2.1.2.A.1.a.I.i.
- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is updated to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). Company will use no other symbols on the check sheet 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 out if a particular page is the most current on file with the Commission.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Accounting Code:

A numerical code which enable a Customer to allocate charges to its internal accounts.

Access Line:

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

Authorization Code:

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

Authorized User:

The Customer may authorize a person, firm or corporation to be an end-user of the service of the Customer.

Automatic Number Identification (ANI):

A type of signaling provided by a local exchange telephone company, which automatically identifies the local exchange line from which a call originates.

Business Hours:

The time after 8:00 a.m. and before 5:00 p.m., Monday through Friday excluding holidays.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS (CONT'D)

Business Office:

The primary location where the business operations of Company are performed and where the Company makes a copy of the Company's tariff available for public inspection. The address of the business is: 2950 Gallows Road, Falls Church, VA 22042.

Commission:

The Arizona Corporation Commission, the regulating entity within the State of Arizona.

Common Company:

An authorized company or entity providing telecommunications services to the public.

Company:

The term "Company" means Domino Networks Communications, Inc. or "DNC".

Customer:

The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Customer Premises:

A location designated by the Customer for the purposes of connecting to the Company's services.

Delinquent or Delinquency:

An account for which payment has not been made in full on or before the last day for timely payment.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS (CONT'D)

End Office:

The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

End-User Premises:

A location designated by the Customer for the purposes of connecting to the Company's services.

Exchange Area:

A geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified areas where individual telephone exchange companies hold themselves out to provide communication services.

Holiday:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. When holidays fall on Saturdays or Sundays, the holiday rate applies unless a larger discount would normally apply.

Individual Case Basis (ICB):

Customer-specific arrangements that may vary from tariff in rates, terms and conditions according to the customer-specific requirements and service-specific parameters.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS (CONT'D)

Interruption:

The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and the Company will give no allowance for, service difficulties, such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Company. Any Interruption allowance provided within this Tariff by Company shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Company, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Company's facilities or service, or any other reason covered by this Tariff or by applicable law.

Local Access Transport Areas ("LATA"):

A geographical area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Company Association, Inc. Tariff F.C.C. No. 4.

Local Exchange Company/ Local Exchange:

The Local Exchange Company is a company providing telecommunications services within a LATA, or Local Exchange.

Nonbusiness Hours:

The time period after 5:00 p.m. and before 8:00 a.m., Monday through Friday, all day Saturday, Sunday, and on holidays.

Nonrecurring Charges:

Charges to the Customer for services, and equipment, assessed by the Company once usually at the origination or termination of services, and equipment.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS (CONT'D)

Recurring Charges:

Monthly charges to the Customer for services, and equipment, which continue for the agreed-upon duration of the service.

Regular Billing:

A standard bill sent in the normal Company billing cycle. This billing consists of one bill for each account assigned to a subscriber, or such other arrangements as the Company may make from time to time.

Service:

Any means of service offered herein or any combination of such services.

Switch:

An electronic device which is used to provide circuit routing and control.

Telecommunications:

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

Timely Payment:

A payment on a Customer's account made on or before the due date.

Term Agreement:

An agreement between the Company and the Customer for a fixed term of months.

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SECTION 2 - RULES AND REGULATIONS

2.1 Application of Tariff

This tariff applies to local exchange, access and toll telecommunications services furnished by Domino Networks Communications, Inc. (Company) between various locations within the State of Arizona in accordance with the conditions set forth herein. Service under this tariff is only available to Customers located in buildings where Company owns or leases facilities.

2.2 Undertaking of Company

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

2.3 Application for Services

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

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

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

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.4 Individual Case Basis (ICB) Arrangements:

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

2.5 Establishment and Reestablishment of Credit

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

2.6 Advanced Payments, Deposits and Guarantors

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

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 Advanced Payments, Deposits and Guarantors (Cont'd)

2.6.2 Deposits:

- 2.6.2.1 Requirement: Company may, at its sole discretion and to safeguard its interests, require an applicant or an existing Customer to pose a deposit as a guarantee for the payment of charges as a condition to receiving service or additional service(s). Company reserves the right to review an applicant's or a Customer's credit history at anytime to determine if the Company will require a deposit.
- 2.6.2.2 Nondiscrimination: The Company will not require deposits based on race, sex, creed, national origin, marital status, age, number or dependents, condition of physical handicap, source of income, or geographical area of business.
- 2.6.2.3 Amount: The Company may base the amount of the deposit on an estimate of one month's service as determined by the Subscriber, or the Company's network average usage considering the type and nature of the Subscribers' service. Interest on deposits will be set at the 3 month commercial paper rate published by the Federal Reserve Board, except the Company will pay no interest if the Customer has received a minimum of two discontinuance of service notices in a 12-month period. The fact that a deposit has been made neither relieves the Customer from complying with Company's regulations on the prompt payment of bills on presentation nor constitutes a waiver or modification of the regulations of Company providing for the discontinuance of service for non-payment of any sums due Company for services rendered.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6. Advanced Payments, Deposits and Guarantors (Cont'd)

2.6.2. Deposits: (Cont'd)

- 2.6.2.4. Refund Upon Discontinuance: Upon discontinuance or termination of the service, Company will credit the deposit to the charges stated on the final bill. The Company will return the balance, if any, to the Customer within 30 days after discontinuance or termination of service, and will include any interest on the deposit according to the terms and at the rate as set forth herein.
- 2.6.2.5. Refund After Satisfactory Payment: Within 30 days after prompt and timely payment of all charges for twelve monthly consecutive billing periods, within 30 days, Company will refund the deposit to the Customer. The refund will include any accumulated interest according to the terms set forth herein. Payment of a charge is prompt and timely if received prior to the date that the charge becomes delinquent provided that the payment is not returned for insufficient funds or closed account.
- 2.6.2.6. Deposit Receipt: Each deposit receipt will contain the following provisions: "Domino shall refund this deposit, less the amount of any unpaid bills for service furnished by Domino, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first. However, deposits may not receive interest if the Customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period."

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7. Method of Service of Notices

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

2.7.2. Notice by Customer: Unless otherwise provided, any notice by the Customer or its authorized representative may be given verbally to Company at Company's business office, by telephone to Company's business office, or by written notice mailed to Company's business office. Cancellation of service by the Customer may be given verbally, by telephone or by written notice to Company.

2.8. Rendering and Payment of Bills

2.8.1. Customer bills are issued monthly. The Customer will receive its bill on or about the same day of each month. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Customer. The Company bills monthly recurring charges in advance and usage charges in arrears. Each bill will state the last date for timely payment. Company will prorate monthly recurring charges based on a 30 day month.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8. Rendering and Payment of Bills (Cont'd)

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

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8. Rendering and Payment of Bills (Cont'd)

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

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

2.9. Disputed Bills

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

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

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

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.10. Discontinuance and Restoration of Service

2.10.1. Discontinuance by Customer

- 2.10.1.1. A Customer may discontinue service(s) upon verbal or written notice to Company on or before the date of disconnection. The Customer remains responsible for payment of all bills for services furnished.
- 2.10.1.2. If a Customer cancels his order for service before the service begins, the Company may levy a \$25.00 charge upon the Customer for the nonrecoverable portions of expenditures or liabilities incurred by Company expressly on behalf of the Customer.
- 2.10.1.3. No minimum or termination charge will apply if service is terminated because of condemnation, destruction, or damage to the property by fire or other causes beyond the control of the Customer.
- 2.10.1.4. Upon termination, the Company may hold pre-subscribed Customer responsible for charges thereafter if the Customer has not selected an alternative local exchange carrier and service has not been transferred to the alternative carrier and such a Customer is continuing to receive service from Company.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.10. Discontinuance and Restoration of Service (Cont'd)

2.10.2. Discontinuance by Company

2.10.2.1. Company will follow the appropriate state requirements:

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

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.10. Discontinuance and Restoration of Service (Cont'd)

2.10.3. Notice for Disconnection under Section 2.10.2.1

2.10.3.1. Company will send to Customer, not less than 7 days prior to disconnection, a written notice of the pending disconnection. Company shall have given notice upon depositing such notice in the mail to the Customer's last known address, first class postage prepaid.

2.10.3.2. Company may discontinue service during business hours on or after the date specified in the notice of discontinuance. The Company will not disconnect service on a day when the offices of Company are not available to facilitate reconnection of service or on a day immediately preceding such a day.

2.10.4 Restoration of Service

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

2.11 Term Agreements

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

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.12. Information to be Provided to the Public

2.12.1. Company will make available a copy of this tariff schedule for public inspection in Company's business office during regular business hours.

2.12.2. Company will provide a copy of this tariff upon request to Company's business office for a nominal cost to cover postage and copying fees.

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

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

2.13. Continuity of Service

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

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.14. Limitations of Liability

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

2.14.2. The liability of the Company for damages arising directly or indirectly out of the furnishing of these services, functions, or products, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, functions, or products or arising out of the Company's failure to furnish the service, function, or product, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption. The Customer or Authorized User has the sole remedy of the extension of such allowances for interruption and the sole liability of the Company. The Customer shall not hold the Company liable for any indirect, special, consequential, exemplary or punitive damages a Customer may suffer, including lost business, revenues, profits, or other economic loss, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents, whether or not foreseeable, and regardless of notification by any party of the possibility of such damages.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.14. Limitations of Liability (Cont'd)

2.14.3. The Customer shall not hold the Company liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.

2.14.4. The Customer shall not hold the Company liable for any act or omission by any entity furnishing to the Company or to the Company's Customers services or equipment used for or with the services the Company offers.

2.14.5. The Customer shall not hold the Company liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided services or equipment.

2.14.6. The Customer shall not hold the Company liable for the claims of vendors supplying equipment to the Customer, which vendor may installed at premises of the Company, nor shall the Customer hold the Company liable for the performance of said vendor or vendor's equipment.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.14. Limitations of Liability (Cont'd)

2.14.7. The Company does not guarantee or make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.

2.14.8. The Company is not liable for any defacement of or damage to the premises of a Customer or end-user (or Authorized User) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.

2.14.9. The Customer shall not hold the Company liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, without limitation, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.14. Limitations of Liability (Cont'd)

2.14.10. The Customer shall not hold the Company liable for any damages whatsoever to persons or property resulting from the installation, maintenance, repair or removal of equipment and associated wiring, unless the Company's willful misconduct or gross negligence causes the damage.

2.14.11. The Customer shall not hold the Company liable for any damages whatsoever associated with service, facilities, products, or equipment which the Company does not furnish or for any act or omission of the Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with service.

2.14.12. The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person affected by the dialing of the digits "9-1-1".

2.14.13. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.14. Limitations of Liability (Cont'd)

2.14.14. The Customer and any Authorized Users, jointly and severally, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including reasonable attorney's fees and court costs), or liability for patent or trademark infringement or other infringement of intellectual property rights arising from (1) combining (or using in connection) Company-provided services and equipment with any facilities, services, functions, or products provided by the Customer, by an Authorized User or by any other entity other than the Company, or (2) use of services, functions, or products the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control; and from all other claims, loss, damage, expense (including reasonable attorneys fees and court costs), or liability arising out of any commission or omission by the Customer or Authorized User in connection with the service, function, or product. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer and/or Authorized User shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such infringement, damages, or other claims, at the sole and entire expense of the Customer and/or Authorized User.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.15. Use of Service for Unlawful Purposes

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

2.16. Unauthorized Use

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

2.17. Abuse and Fraudulent Use of Service

2.17.1. The Company's services or its facilities shall not be used for any unlawful or improper purpose, or for any other reason not covered by this Tariff and applicable law. Specifically, no Company service shall be used for any purpose that violates the law.

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

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.18. "900" and "976" Blocking

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

2.19. Other Company Charges

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

2.20. Telephone Numbers

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

2.21. Operator Assistance

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

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.22. Request for Old Bill

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

Company will not provide a second copy of a bill that is over four (4) years old.

2.23. Change of Service Providers

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

2.24. Non-Published Service

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

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 Local Exchange Services

- A. Local Exchange Services consist of the services offered pursuant to this tariff, either individually or in combination. Company offers each service independently of the other and via the Company's facilities for the transmission of one-way or two-way communications, unless otherwise noted.

Local Exchange Services provide a Customer with a connection to the Company's network which enables the Customer to:

1. receive calls from other stations on the public switched telephone network;
2. access the company's Local, IntraLATA, and InterLATA Calling Services as set forth in this tariff;
3. access interstate and international calling services provided by Company or other certified common carriers;
4. access (at no additional charge) the Company's operators and business office for service related assistance;
5. access 9-1-1 service for emergency calling; and
6. access to operator services and directory assistance.

The Customer cannot use Local Exchange Services to originate calls to other telephone companies' caller-paid information services (e.g. N.A. 900. NXX 976, etc). The Company reserves the right to block all calls to those numbers and other numbers used for caller-paid information services, unless expressly requested not to by the Customer in writing.

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.1 Local Exchange Services (Cont'd)

A. (Cont'd)

The following Local Exchange Services are offered in this tariff or may be offered in the future.

- Business Access Lines
- PBX Interconnect Service
- Operator Services
- Telephone Directory Service

- 9-1-1 Telecommunications Service
- Telecommunications Relay Service
- Maintenance Visit Services
- Individual Case Basis Arrangements

The following sections set forth the rules and regulations governing the application of rates for Local Exchange Services.

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.1 Local Exchange Services (Cont'd)

B. Classes of Service

The Company will offer business service.

Business rates apply whenever the use of the service is primarily or substantially of a business, professional institution or otherwise occupation nature, or where the listing is such as to indicate business use. Business rates include, but are not limited to:

1. Offices, stores, factories, boarding houses, offices of hotels and apartment houses, colleges, public, private or parochial schools, hospitals, nursing homes, libraries, institutions, churches, synagogues, mosques and all other establishments of a strictly business nature.
2. Any location where business designation is provided or when a title indicating a trade, occupation or profession is listed.
3. Service terminating solely on the answering service facilities of a telephone answering firm.
4. At residential locations where the Customer has no regular business telephone service and the use of the service by the Customer, members of the household, or guests is of a business nature as may be indicated by advertising through newspapers, handbills, billboards, circulars, business cards, or otherwise.

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.1 Local Exchange Services (Cont'd)

C. Service Components

Service may be comprised of four components:

1. Nonrecurring Connection Charge
2. Monthly Network Access Line Rates
3. Monthly Usage Charges
4. Activation Fee

The Company furnishes service only for use by the Customer, the Customer's guests, employees and business associates.

3.1.1. Business Access Lines

The type of service which applies to unassisted business (Customer calling) is Measured (Per Call Rate Service). The term "Per Call Rate Service" denotes service for which charges are made according to a measured amount of usage. Rates include an access line charge and usage charges.

3.1.2. PBX Interconnect Service

PBX Interconnect Service ("PIS") provides dedicated connection from an end user's premises to Business Calling Service as described in this Tariff, and to services provided by interexchange carriers that have interconnected to the Company's switch.

PBX Interconnect Service provides dedicated connections from an End User's PBX or capable Key Equipment to the MSI switch port. Company delivers PBX Interconnect Service to the Customer premises at DS1 (1.555) Mbps rate.

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.1 Local Exchange Services (Cont'd))

3.1.2. PBX Interconnect Service (Cont'd)

The Customer may opt to utilize PBX Interconnect Service for outgoing calls only (DOD), incoming calls only (DID) or a combination of both inbound and outbound calls. When the Customer elects to utilize PBX Interconnect Service for both inbound and outbound calls, the Customer may choose Combo service which allows incoming calls to an attendant only or can elect to utilize DID/DOD service which allows Company to terminate incoming calls directly to an End User behind a PBX or capable Key System. When DID or DID/DOD service is ordered, direct inward dialing (DID) numbers must be purchased from the Company.

The network architecture for call completion includes facilities owned and operated by Domino, as well as capacity leased from an alternate carrier in order to provide service.

Company will subject PBX Interconnect Service trunks configured for Inbound and Outbound calling functionality that, upon detection by the Company, exceed 90% utilization for inbound calling to the rates, terms and conditions for the Multiple Rate Center Service listed below.

All End User equipment connecting to PBX Interconnect Service must meet F.C.C. Part 68 requirements and be technically compatible with the parameters delineated herein. Company offers PBX Interconnect Service with the options of DTMF or MF signaling, pulse and wink start, or immediate start trunk signaling.

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.1 Local Exchange Services (Cont'd)

3.1.3 Operator Services

3.1.3.1 Description

Operator Services are available only from customer locations which presubscribe to one of Domino's direct dial services. This service is not available from transient locations such as hotels and pay telephones. Operator Services enable callers to assign charges for long distance calls to an account which is not associated with the Customer. Callers access the service by dialing "OO" and the telephone number of the called station. Upon receipt of the call, Domino verifies the credit-worthiness of the designated billed party. When a payment method cannot be validated, or is unacceptable, callers will be required to select an alternative means of payment.

Total charges for use of this service include usage charges and an operator assistance charge, as set forth herein. An Operator Dialed Service Charge applies to calls in which the caller has the capacity to dial the number, but has the operator dial instead.

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.1 Local Exchange Services (Cont'd)

3.1.3 Operator Services (Cont'd)

3.1.3.2. Usage Charge Computation for Operator Assistance

Usage charges are based upon the duration of a call. Rates are specified in Section 4. Chargeable time begins when Domino receives signaling to detect that the network connection between the calling station and the called station has been established. Chargeable time ends when either party "hangs up" thereby releasing the network connection. For collect calls, chargeable time begins when the called station accepts responsibility for payment of the charges associated with the call. For billing purposes, call timing is rounded up to the next six-second increment after a minimum initial period of thirty (30) seconds. Holiday and volume discounts do not apply.

3.1.3.3. Operator Assistance Options

Operator Assistance Charges vary depending upon the billing option selected by the caller. The following options are available:

Collect Call - a payment arrangement whereby the charge for a call is billed to the called station.

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.1 Local Exchange Services (Cont'd)

3.1.3 Operator Services (Cont'd)

3.1.3.3. Operator Assistance Options (Cont'd)

Customer Dialed Calling Card Call - An arrangement whereby the caller dials "OO" plus the called station number and a calling card number to place a long distance call.

Person-to-Person Call - An arrangement whereby the caller requests to reach a specific person, department, mobile station, extension, or office.

Third Party Billed Call - An arrangement that allows the caller to charge a call to a telephone number that is different from the calling or called station.

Busy Line Verification – Operator may confirm whether a line is in use and not idle.

Busy Line Verification Interrupt – Operator may confirm that a line is in use and not idle. If the line is in use, the operator may then interrupt the conversation to speak to the participant.

Callers will receive, upon request and at no charge, a description and quantification of the rates and charges associated with a call processed by the Company. Quoted rates will not include applicable federal, state, and local taxes, gross receipts taxes, sales tax, or municipal utilities taxes.

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.1 Local Exchange Services (Cont'd)

3.1.4. Directory Assistance

Customers and Authorized Users of the Company's service(s) (excluding 800 services), may obtain directory assistance in determining telephone numbers within the State of Arizona by calling the Directory Assistance operator.

Directory Assistance charges apply for all requests for which the Company's facilities are used. As shown below, Company charges for each number requested by Customer. Company will charge requests for information other than telephone numbers at the same rate as shown for the applicable request for telephone numbers.

Company will bill Directory Assistance calls charged to a calling card or commercial calling card or to a third number the appropriate operator charge, as specified in this tariff, plus the charge for Directory Assistance.

Non-published telephone numbers are not available from Directory Assistance Service.

A credit will be given for calls to Directory Assistance when:

- a. The Customer experiences poor transmission or is cut-off during the call.
- b. The Company gives the Customer an incorrect telephone number, or the Customer inadvertently misdials an incorrect Directory Assistance.

To receive a credit, the Customer must notify the Company operator or Business Office of the problem experience.

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.1 Local Exchange Services (Cont'd)

3.1.5. Busy Line Verification and Line Interrupt Service

Upon request of a calling party the Company will verify a busy condition on a called line.

1. The operator will determine if the line is clear or in use and will report to the calling party.
2. The operator will interrupt the call on the called line only if the calling party indicates an emergency.

A charge will apply when:

1. The operator verifies that the line is busy.
2. The operator verifies that the line is available for incoming calls.
3. The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party of the name of the calling party. One charge will apply for both verification and interruption.

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.1 Local Exchange Services (Cont'd)

3.1.5. Busy Line Verification and Line Interrupt Service (Cont'd)

No charge will apply when:

1. The calling party advises that the call is to or from an official public emergency agency
2. Under conditions other than those specified within this tariff.

Company may bill charges for verification and interruption to a third number or a Company-issued Calling Card.

Busy verification and Interrupt Service is furnished where and to the extent that facilities permit. The Customer shall indemnify and hold the Company harmless against all claims that may arise from either party to the interrupted call or any person.

3.1.6. Telephone Directory Service

Domino in contract with incumbent LEC will provide telephone directory services to its Customers. Directory services is composed of alphabetical and street address directories.

Company provides Primary Service listing of the Customer at no charge. The Customer may request a non-published listing service from the Company at a nominal monthly rate. Nonpublished Service will remove Customer information from both the published directory and directory assistance database.

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.1 Local Exchange Services (Cont'd)

3.1.7. 9-1-1 Telecommunications Service

All terms and conditions set forth in this Section are applicable to the services as defined in this tariff.

3.1.7.1. Service Overview

- 3.1.7.1.1. When requested by local government authorities the Company will provide 9-1-1 Telecommunications Service (9-1-1) Service for the purpose of voice reporting emergencies by the public.
- 3.1.7.1.2. A Public Safety Answering Point (PSAP) is the answering point for a 9-1-1 call. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAP's answer first; Second PSAP's receive calls on a transfer basis only.
- 3.1.7.1.3. Any person dialing "9-1-1" from a telephone which is usable for local exchange telephone network access and arranged to provide 9-1-1 Service will be automatically connected to the appropriate Public Safety Answering Point (PSAP) for that telephone.

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.1 Local Exchange Services (Cont'd)

3.1.7. 9-1-1 Telecommunications Service (Cont'd)

3.1.7.1. Service Overview (Cont'd)

3.1.7.1.4. For the purposes of this tariff a Responding Agency is an agency which is prepared to provide one or more specific emergency services via calls received from a PSAP.

3.1.7.1.5. 9-1-1 calls originated from the Company's Local Exchange Service access facilities shall be completed to the appropriate PSAP without charge being assessed to the calling party by the Company.

3.1.7.1.6. 9-1-1 Service may be classified as one of two types: Basic Service and Enhanced Service.

- a) Basic 9-1-1 Service provides for routing all 9-1-1 calls originated by telephones having telephone numbers beginning with a given central office prefix code or codes to a single PSAP which is prepared to receive those calls. Basic 9-1-1 Service has certain inherent features and optional features which may or may not be available with Enhanced 9-1-1 Service.

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.1 Local Exchange Services (Cont'd)

3.1.7. 9-1-1 Telecommunications Service (Cont'd)

3.1.7.1. Service Overview (Cont'd)

3.1.7.1.6. (Cont'd)

- (b) Enhanced 9-1-1 Service provides certain features such as selective routing of 9-1-1 calls to a specific PSAP which is selected from various PSAPs serving Customers within that central office area. Enhanced 9-1-1 Service has certain other inherent and optional features which may or may not be available with Basic 9-1-1 Service.

3.1.7.2. Regulations (These Regulations Apply To Both Basic, and Enhanced Service, As Appropriate)

- 3.1.7.2.1. This offering is limited to the provision and use of the digits "9-1-1" as the Universal Emergency Telephone Number (Code).
- 3.1.7.2.2. 9-1-1 Service is one-way service only.
- 3.1.7.2.3. The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial, the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1". The Company's entire liability arising out of the provision of 9-1-1 Service under this tariff shall be limited as set forth in this Section and in the Rules.

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.1 Local Exchange Services (Cont'd)

3.1.8. Telecommunications Relay Service (TRS)

Telecommunications Relay Services provide telecommunications services to the deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone ("TT") or similar devices to communicate freely with the hearing population not using TT and vice versa. A Customer will be able to access the state provider to complete such calls. The Company will impose a surcharge to all Customer at a level determined by the Commission.

3.1.9. Maintenance Visit Service

The Maintenance Visit Charge applies for time spent on a Customer's premises by Company employee during which it is determined that a service difficulty or trouble reported results from Customer-provided terminal equipment and/or communications systems connected to Company facilities or in detariffed CPE provided by the Company.

3.1.10. Individual Case Basis (ICB) Arrangements

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

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.2 Access Services

The following services are offered in this tariff or may be offered in the future:

- Dedicated Access Services
- Switched Access Services

3.2.1 Domino Dedicated Access Service

Domino Dedicated Access Service consists of any of the services offered pursuant to this tariff, either individually or in combination. Each service is offered independently of the others. Service is offered via the Company's facilities for the transmission of one-way or two-way communications, unless otherwise noted.

Digital channels over the Company's network are furnished for full-duplex transmission of digital signals at operating speeds as follows:

DS3 = 44.736 Mbps

DS1 = 1.544 Mbps

DS3 Service consists of a DS3 (44.736 Mbps) capacity digital channel on a 24 hour per day, 7 day per week basis between two points.

DS1 Service consists of a DS1 (1.544 Mbps) capacity digital channel on a 24 hour per day, 7 day per week basis between two points.

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)3.2 Access Services (Cont'd)3.2.2 Switched Access Service3.2.2.1. General

Switched Access Service provides for the capability of originating and terminating intrastate long distance calls to and from an end user's premises to a Customer's facilities via Domino's switch. Transport between Domino's switch and the Customer's premises are provided via Switched Transport Services as specified in this tariff.

3.2.2.2. Switched Access Service Arrangement

Switched Access is provided as a trunkside connection, Feature Group D (FGD), to Domino switches with an associated 101-XXXX access code for the Customer's use in originating and terminating communications.

3.2.2.3. Manner of Provisioning

Switched Access Service is provisioned as FGD at the DS1 level using D3/D4 format on a per trunk basis and is differentiated by type and directionality of transmission. Originating traffic type represents capacity for carrying traffic from the Customer to the end user. All traffic must be associated with a Customer-provided Company Identification Code (CIC). End user calls to unauthorized CIC or 101-XXXX numbers (i.e., codes not used by Company Customers) will be blocked.

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.2 Access Services (Cont'd)

3.2.2 Switched Access Service (Cont'd)

3.2.2.3. Manner of Provisioning (Cont'd)

An out of band signaling connection (Common Channel Signaling Access Services Port) is required in conjunction with FGD service equipped with out of band signaling. Out of band signaling allows the Customer to pass call set-up information over a path which is separate from the message path utilizing Signaling System 7 (SS7) protocol.

This connection is provided at the DS0 level and provides the interconnection between the Signal Transfer Point (STP) owned or leased by Domino and the Signaling Point of Interconnection (SPOI) of the Customer.

3.2.2.4. Provisions and Description of FGD

FGD is provided as trunk side switching and may be provided with wink start or start-pulsing, signals and answer and disconnect supervisory signaling, or without signaling when out of band signaling is specified. FGD switching is provided with multifrequency address or out of band signaling. Up to 12 digits of the called party number dialed by the Customer's end user using dial tone multifrequency or dial pulse address signals will be provided by Domino to the Customer's premises where Switched Access Service terminates. Such address signals are subject to the ordinary transmission capabilities of the Local Transport Service provided.

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.2 Access Services (Cont'd)

3.2.2 Switched Access Service (Cont'd)

3.2.2.4. Provisions and Description of FGD (Cont'd)

Calls in the terminating direction will not be completed to 950-XXXX access codes, local operator assistance (0- and 0+), Directory Assistance (411 or 555-1212), service codes 611 and 911, or 101-XXXX access codes.

The access code for FGD switching is a uniform access code of the form 101-XXXX. A single access code will be the assigned number of all FGD access provided to the Customer by Domino. No access code is required for calls to a Customer over FGD facilities if the end user's service is arranged for presubscription.

Where no access code is required, the number dialed by the Customer's end user shall be a seven or ten digit number for calls in the North American Numbering Plan (NANP), except for 00 – dialed calls which are routed to the predesignated Customer. For international calls outside of NANP a seven (7) to fifteen (15) digit number may be redialed.

Numbers dialed by the Customer's end user may be in the formats required by the state regulation for the relevant service area, which may include NXX-XXXX, 0 or 1 + NXX XXXX, NPA - NXX-XXXX, 0 or 1 + NPA + NXX-XXXX and where the Domino switch is equipped for International Direct Distance Dialing (IDDD), 01 + CC+ NN+ or O11 + CC + NN. When the 101-XXXX access code is used, FGD switching also provides for dialing the digits 0 and 00 for access to the Customer's operator, 911 for access to emergency reporting services, or the end-of-dialing digit (#) for cut-through access to the Customer's premises.

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.2 Access Services (Cont'd)

3.2.2 Switched Access Service (Cont'd)

3.2.2.4. Provisions and Description of FGD (Cont'd)

Optional features available with the FGD are:

- (a) Automatic Number Identification (ANI). This option provides for the automatic transmission of a ten digit number and information digits to the Customer's premises for originating calls to identify the calling station. The ANI feature is an end office software function which is associated on a call-by-call basis with all individual transmission paths in a trunk group. When out of band signaling is specified, the Customer may obtain an ANI equivalent by ordering the Charge Number optional feature as specified in this tariff. The ten-digit ANI telephone number will be transmitted on all calls except those identified as multiparty line or ANI failure, in which case only NPA will be transmitted (in addition to the information digit described following).

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.2 Access Services (Cont'd)

3.2.2 Switched Access Service (Cont'd)

3.2.2.4. Provisions and Description of FGD (Cont'd)

(a) (Cont'd)

The information digits identify: (1) telephone number is the station billing number – no special treatment required, (2) multiparty line – telephone number is a multiparty line and can not be identified – number must be obtained via an operator or in some other manner, (3) ANI failure has occurred in the end office switch which prevents identification of calling telephone number – number must be obtained via an operator or in some other manner, (4) hotel/motel originated call which requires room number identification, (5) coinless station, hospital, inmate, etc. call which requires special screening or handling by the Customer, and (6) call is an Automatic Identified Outward Dialed (AIOD) call from Customer premises equipment. The ANI telephone number is the listed telephone number of the Customer and is not the telephone number of the calling party.

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.2 Access Services (Cont'd)

3.2.2 Switched Access Service (Cont'd)

3.2.2.4. Provisions and Description of FGD (Cont'd)

- (b) Calling Party Number (CPN). This option provides for the automatic transmission of the calling party's ten digit telephone number to the Customer's premises for originating calls. The ten digit telephone number which may or may not be the same as the contained in Technical Reference TR-TSV-000905. This feature is only available when out of band signaling is specified. Domino will transmit a "privacy indicator as part of the CPN information in those jurisdictions where end users may elect that their CPN information may not be passed to the called party, and where the end user has taken the necessary actions to ensure that their CPN is blocked.
- (c) Charge Number (CN). This option provides for the automatic transmission of the ten-digit billing number of the calling station number and originating line information. The protocol for CN is contained in Technical reference TR-TSV-000905. This feature is only available when out of band signaling is specified.
- (d) Company Selection Parameter (CSP). This option provides for the automatic transmission of a signaling indicator which signifies to the Customer whether the call being processed originated from a presubscribed end user of that Customer. The protocol for CSP's contained in Technical reference TR-TSV-000905. This feature is only available when out of band signaling is specified.

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.2 Access Services (Cont'd)

3.2.2 Switched Access Service (Cont'd)

3.2.2.4. Provisions and Description of FGD (Cont'd)

- (e) 800 Data Base Access Service. This is an originating only trunk side service. When an 800 + NXX + XXXX call is originated by an end user, Domino will perform Customer identification based on screening of the full ten-digits of the 800 number to determine the location to which the call is to be routed. 800 Data Base Access Service calls will be delivered to the Customer directly from an Domino end office only when the end office is equipped with 800 Data Base query functionality, i.e., the ability to query the 800 Data Base to perform the ten-digit Customer identification. When the end office does not have 800 data base query functionality, 800 calls will be blocked.

Switched Access rates and charges apply to 800 Data Base Access Service calls originated from Domino end offices. In addition to Switched Access usage charges a basic query charge as specified in

this tariff applies to each 800 Data Base Access service call delivered to the Customer. A basic query charge consists of Customer Identification (i.e., Carrier Identification Code (CIC), delivery of the ten-digit number, ANI, and the allowable area of service, designated by the Customer.

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- (f) **Common Channel Signaling Access Service (CCSAS).** This option allows the Customer to exchange signaling information for FGD call set up over a communications path, which is separate from the message path. This service includes a dedicated 56 Kbps out of band signaling connection between the Customer's SPOI and the Company's STP. CCSAS is provisioned for two-way transmission of out of band signaling information.

Each CCSAS Signaling Connection provides for two-way digital transmission at a speed of 56 Kbps. The connection to the STP-pair can be made from either the Customer's Signaling Point (SP) which requires a minimum of two 56 Kbps circuits or from the Customer's STP pair which requires a minimum of four 56 KBPS circuits. STP locations are set forth in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4. CCSAS Signaling Connection rates and charges are specified in this tariff.

- (g) **Operator Transfer Service.** This option allows end user Customers who dial 0- to be transferred to the Customer's desired operator service provider by Domino operators.

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.2 Access Services (Cont'd)

3.2.2 Switched Access Service (Cont'd)

3.2.2.5. Presubscription

- (a) Presubscription is an arrangement whereby an end user may select and designate to the Company an interexchange carrier (IC) for completion of interstate and intrastate InterLATA calls without dialing an access code. The IC is referred to as the end users Primary Interexchange Company (PIC). The end user may select any IC that orders originating FGD Switched Access Service either to the Company's end office or to an authorized local exchange carrier's tandem that sub-tends the Company's end office.
- (b) New end users who are served by offices equipped with FGD will be asked presubscribe to an IC at the time they place an order with the Company for Exchange Access Service. They may select either of the following options:
- Designate an IC as a PIC and dial 101-XXXX to access other ICs.
 - Designate that they do not want to be presubscribed to any IC (no PIC) and choose to dial 101-XXXX for all interLATA calls.

(There is no additional charge for the initial selection.)

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3.2 Access Services (Cont'd)

3.2.2 Switched Access Service (Cont'd)

3.2.2.6. Switched Access Rate Application

Non-recurring and usage rates apply for each Switched Access Service furnished by the Company. Non-recurring charges are the one time charges that apply for a specific work activity, (e.g., new installations or changes to existing installations). Usage rates apply only when a specific rate element is used. They apply on a Per Switched Access Service access minute and are accumulated over a monthly period.

3.2.2.7. Local Transport

Local Transport provides the transmission facilities between the Customer's premises and the Company's end-office switch(es) where the Customer's traffic is switched to originate or terminate the Customer's communications.

The Company will determine whether the Switched Access Service is to be routed directly to an end office switch or through an access tandem switch provided by the Company or another local exchange company. The method of routing will be determined based on the Customer's requested busy hour minutes of capacity basis or on a per trunk basis.

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3.2 Access Services (Cont'd)

3.2.2 Switched Access Service (Cont'd)

3.2.2.7. Local Transport (Cont'd)

(a) Entrance Facility Rate Category

An Entrance Facility provides the communications path between a Customer's premises and the Company serving wire center (SWC) of that premises for the sole use of the Customer. The Entrance Facility is provided as DS1 and/or DS3 service. An Entrance Facility is required whether the Customer's premises and the serving wire center are located in the same or different buildings.

(b) Direct Trunk Transport Rate Category

Direct Trunk Transport provides the transmission path from the serving wire center of the Customer premises to an end office or as an option from the serving wire center to a tandem office. The transmission path is dedicated to the use of a single Customer.

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3.2 Access Services (Cont'd)

3.2.2 Switched Access Service (Cont'd)

3.2.2.7. Local Transport (Cont'd)

(b) Direct Trunk Transport Rate Category (Cont'd)

The Direct Trunked Transport rate category is comprised of a monthly fixed rate and a monthly per mile rate based on the facility provided, i.e., DS1 or DS3. The fixed rate provides the circuit equipment at the ends of the transmission links. The per mile rate provides the transmission facilities, including intermediate transmission circuit equipment, between the end points of the circuit. The Direct Trunked Transport rate is the sum of the fixed and per mile rate, mileage shall be measured as airline mileage between the serving wire center of the Customer's premises and the end office or directly to the access tandem using the V&H coordinates method.

(c) Tandem Switched Transport Rate Category

Tandem Switched Transport provides the transmission path from the SWC of the Customer's premises to an end office utilizing tandem switching functions. Tandem Switched Transport consist of circuit dedicated to the use of a single Customer from the Customer's premises to the access tandem and circuits used in common by multiple Customers for the access tandem to an end office.

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3.2 Access Services (Cont'd)

3.2.2 Switched Access Service (Cont'd)

3.2.2.7. Local Transport (Cont'd)

(c) Tandem Switched Transport Rate Category (Cont'd)

The Tandem Switched Transport rate category is comprised of a Tandem Transport fixed MOU rate, Tandem Transport Per Mile/Per MOU rate, and a Tandem Switching MOU rate. The fixed rate provides the circuit equipment at the end of the interoffice transmission links. The per mile rate provides the transmission facilities, including intermediate transmission circuit equipment, between the end points of the interoffice circuits. For purposes of determining the per mile rate, mileage shall be measured as airline mileage between the SWC of the Customer's premises and the end office using the V&H coordinates method. The Tandem Switching rate provides for the tandem switching facilities. The tandem Switched Transport rate is the sum of the fixed rate, the per mile rate, and the Tandem Switching MOU rate.

In addition, the Customer has the option to purchase direct trunks to the access tandem as specified above. If the Customer chooses this option, the per mile/per MOU rate shall be measured between the tandem office and the end office (common traffic) using the V&H coordinates method for all of the Customer's usage at that specific tandem. The fixed per MOU rate and the Tandem Switching rates will also apply.

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- (d) Common Channel Switching Access (CCSA) is comprised of a STP Port Termination Rate and a STP Link Transport rate. The STP Port Termination rate provides for the point of termination to the signal switching capability of the STP.

The STP Link Transport rate provides for the transmission facilities between the SWC of the Customer designated premises and the Company STP. STP Link Transport may be provided by an Interconnector that has a collocated interconnection node in a wire center or other location where one of the Company's STP's is located.

- (e) Interface Groups are provided for terminating the Switched Transport at the Customer's premises. Each Interface Group provides a specified interface at the Customer's facilities (e.g., DS1, DS3). Where transmission facilities permit, the individual transmissions path between the Customer's premises and the first point of switching may at the option of the Customer be provided with optional features. Interface Group 6 provides DS1 level digital transmission at the point of termination at the Customer's premises. The interface is capable of transmitting electrical signals at a nominal 1.544Mbps, with the capability to channelize up to 24 voice frequency transmission paths. The interface is provided with individual transmission path bit stream supervisory signaling.

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3.2 Access Services (Cont'd)

3.2.2 Switched Access Service (Cont'd)

3.2.2.7. Local Transport (Cont'd)

(f) Nonchargeable Optional Features:

(1) Out of Band Signaling:

- (a) This option allows the Customer to exchange signaling for FGD call set-up over a communications path which is separate from the message path. This option is provided with SS7 protocol and requires the establishment of a Common Channel Signaling Access SERVICE between the Customer's SPOI and the Company's STP.
- (b) Out of band signaling is provided in both the originating and terminating direction. Each signaling connection is provisioned for two-way transmission of out of bank signaling information.

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.2 Access Services (Cont'd)

3.2.2 Switched Access Service (Cont'd)

3.2.2.8. End Office

The end office rate category provides for the local end office switching and end user termination functions necessary to complete the transmission of Switched Access Services to and from the end users served by the Company's end offices. The end office rate elements consist of a per call set-up charge and a per minute-of-use charge.

- (a) Switched Access Rate Category: This rate element provides for the use of end office switching equipment, terminations for the end user lines terminating in the local end office, and for the termination of calls at a Company Intercept operator or recording.
- (b) Switched Access Volume Discounts: Customer's committing to minimum volume requirements for average monthly usage for all Switched Access Service will receive a discount based on the level of commitment for the contracted period of service. The Customer committing to a minimum of X minutes of use per month will receive a X% discount; the Customer committing to a minimum of X minutes of use per month will receive a X% discount.

Average monthly usage will be calculated using a twelve month rolling average. If the Customer fails to meet the committed levels specified in the rate plan chosen, the Company will bill the shortfall minutes in the current billing month at the non-discounted rate.

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.2 Access Services (Cont'd)

3.2.2 Switched Access Service (Cont'd)

3.2.2.8. End Office(Cont'd)

c) Nonchargeable Optional Features:

- (1) Automatic Number Identification (ANI)
- (2) Charge Number (CN)
- (3) Company Selection Parameter (CSP)
- (4) Common Channel Signaling Access Service (CCSAS)

(d) Network Interconnection Charge

- (1) The Network Interconnection Charge is applied on a per minute of use basis to all Switched Access Service Customers of the Company. To calculate the Termination rate element, the Customer's total access minutes will be multiplied by the applicable rate per access minute of use to determine the charge.

(e) Chargeable Optional Features

- (1) 800 Data Base Access Service
- (2) Operator Transfer Service

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.2 Access Services (Cont'd)

3.2.2 Switched Access Service (Cont'd)

3.2.2.10. Presubscription

Subsequent to the installation of Exchange Access Service, and after the end user's initial selection of a Primary Interexchange Company (PIC), for any additional change in selection, a nonrecurring charge as set forth in 4.4.1 applies. This charge is billed to the end user which is the subscriber to the Exchange Access Service.

3.2.2.11. Local Call Termination Service

The Company will provide trunkside interconnection arrangements to other carriers in accordance with the rules and regulations imposed by the Arizona Corporation Commission for such interconnection. The Company will not charge for local call termination, pursuant to the Commission's rule regarding mutual traffic exchange. Line-side interconnection arrangements will be via ICB.

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SECTION 4 - DESCRIPTION OF RATES AND CHARGES FOR
LOCAL EXCHANGE VOICE SERVICE

4.1	<u>Business Line</u>	<u>NRC</u>	<u>MRC 1yr</u>	<u>MRC 2yr</u>	<u>MRC 3yr</u>
	Flat Rate Line	\$30.00	\$34.50	\$33.00	\$31.50
	EUCL per Line	\$0.00	\$13.25	\$13.25	\$13.25
4.2	<u>Line Feature Packages</u>	<u>NRC</u>	<u>MRC 1yr</u>	<u>MRC 2yr</u>	<u>MRC 3yr</u>
	Line Basic Package	\$0.00	\$3.75	\$3.38	\$3.00
	Line Deluxe Package	\$0.00	\$6.00	\$5.25	\$4.50
4.3	<u>Centrex Feature Packages</u>	<u>NRC</u>	<u>MRC 1yr</u>	<u>MRC 2yr</u>	<u>MRC 3yr</u>
	Centrex Basic Package	\$0.00	\$3.00	\$2.63	\$2.25
	Centrex Deluxe Package	\$0.00	\$6.00	\$5.25	\$4.50
4.4	<u>Analog Trunk</u>	<u>NRC</u>	<u>MRC 1yr</u>	<u>MRC 2yr</u>	<u>MRC 3yr</u>
	Flat In Trunk	\$30.00	\$34.50	\$33.00	\$31.50
	Flat Out Trunk	\$30.00	\$34.50	\$33.00	\$31.50
	Flat Two-Way Trunk	\$30.00	\$34.50	\$33.00	\$31.50
	Flat In with DID Trunk	\$60.00	\$63.00	\$57.00	\$51.00
	Flat Two-Way with DID Trunk	\$60.00	\$63.00	\$57.00	\$51.00
	EUCL per Trunk	\$0.00	\$13.25	\$13.25	\$13.25
4.5	<u>Digital T-1</u>	<u>NRC</u>	<u>MRC 1yr</u>	<u>MRC 2yr</u>	<u>MRC 3yr</u>
	Flat In T-1	\$450.00	\$487.50	\$450.00	\$412.50
	Flat Out T-1	\$450.00	\$487.50	\$450.00	\$412.50
	Flat Two-Way T-1	\$450.00	\$487.50	\$450.00	\$412.50
	Flat In with DID T-1	\$450.00	\$487.50	\$450.00	\$412.50
	Flat Two-Way with DID T-1	\$450.00	\$487.50	\$450.00	\$412.50
	EUCL per T-1	\$0.00	\$317.88	\$317.88	\$317.88

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SECTION 4 - DESCRIPTION OF RATES AND CHARGES FOR
LOCAL EXCHANGE VOICE SERVICE (CONT'D)

4.6	<u>Digital PRI</u>	<u>NRC</u>	<u>MRC 1yr</u>	<u>MRC 2yr</u>	<u>MRC 3yr</u>
	Flat In PRI	\$450.00	\$487.50	\$450.00	\$412.50
	Flat Out PRI	\$450.00	\$487.50	\$450.00	\$412.50
	Flat Two-Way PRI	\$450.00	\$487.50	\$450.00	\$412.50
	Flat In with DID PRI	\$450.00	\$487.50	\$450.00	\$412.50
	Flat Two-Way with DID PRI	\$450.00	\$487.50	\$450.00	\$412.50
	Caller ID	\$75.00	\$75.00	\$75.00	\$75.00
	EUCL per PRI	\$0.00	\$317.88	\$317.88	\$317.88
4.7	<u>DID Numbers</u>	<u>NRC</u>	<u>MRC 1yr</u>	<u>MRC 2yr</u>	<u>MRC 3yr</u>
	Block of 20 Numbers	\$22.50	\$4.50	\$4.50	\$4.50
4.8	<u>Local Toll (IntraLATA)Usage</u>	<u>NRC</u>	<u>MRC 1yr</u>	<u>MRC 2yr</u>	<u>MRC 3yr</u>
	Per Minute	\$0.00	\$0.0900	\$0.0750	\$0.0600
	OFF-PEAK Discount of 35%, M-F 7pm - 7am; all day Sat, Sun				
4.9	<u>Remote Call Forward (Usage applies)</u>	<u>NRC</u>	<u>MRC 1yr</u>	<u>MRC 2yr</u>	<u>MRC 3yr</u>
	RCF, Per Path	\$15.00	\$22.50	\$22.50	\$22.50
4.10	<u>Foreign Exchange(in addition to access)</u>	<u>NRC</u>	<u>MRC 1yr</u>	<u>MRC 2yr</u>	<u>MRC 3yr</u>
	FX, Per Line or Analog Trunk	\$15.00	\$22.50	\$22.50	\$22.50
4.11	<u>VoiceMail</u>	<u>NRC</u>	<u>MRC 1yr</u>	<u>MRC 2yr</u>	<u>MRC 3yr</u>
	Single Mailbox	\$0.00	\$7.50	\$7.50	\$7.50
	Multiple Mailbox	\$0.00	\$12.00	\$12.00	\$12.00

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SECTION 4 - DESCRIPTION OF RATES AND CHARGES FOR
LOCAL EXCHANGE VOICE SERVICE (CONT'D)

4.12	<u>A La Carte Features</u>	NRC	MRC 1yr	MRC 2yr	MRC 3yr
	Call Forward Variable	\$0.00	\$6.00	\$6.00	\$6.00
	Call Forward Busy Line	\$0.00	\$4.50	\$4.50	\$4.50
	Call Forward Don't Answer	\$0.00	\$6.00	\$6.00	\$6.00
	Three Way Calling	\$0.00	\$6.00	\$6.00	\$6.00
	Speed Call 25	\$0.00	\$6.00	\$6.00	\$6.00
	Call Trace	\$0.00	N/A	N/A	N/A
	Call Block	\$0.00	\$4.50	\$4.50	\$4.50
	Repeat Call	\$0.00	\$4.50	\$4.50	\$4.50
	Return Call	\$0.00	\$4.50	\$4.50	\$4.50
	Caller Number	\$0.00	\$10.50	\$10.50	\$10.50
	Caller Name & Number	\$0.00	\$11.25	\$11.25	\$11.25
	Account Code Voluntary	\$0.00	N/A	N/A	N/A
	Account Code Authorized	\$0.00	N/A	N/A	N/A
	Call Restriction	\$0.00	\$0.00	\$0.00	\$0.00

4.13 Directory Assistance

Per call plus usage that applies under the customer's current rates:

Intrastate	\$1.43
International	\$7.43

4.14 Features Per Occurrence

Return Call	\$1.13	per use
Repeat Call	\$1.13	per use
Call Trace	\$3.00	per use

4.15 Telecommunications Relay Service (TRS)

Enables deaf, hard-of-hearing, or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and visa versa. A customer will be able to access the state provider to complete such calls. Domino will impose a surcharge to all customers at a level determined by the Arizona Corporation Commission.

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SECTION 4 - DESCRIPTION OF RATES AND CHARGES FOR
LOCAL EXCHANGE VOICE SERVICE (CONT'D)

4.16 Operator Assistance Rates and Charges

The following section sets forth the rates and charges applicable to operator assisted calls processed by the Company. Rates and charges vary depending upon the payment method designated by the caller as set forth below.

- a. Usage Charge: Usage charges will be billed as specified above.
- b. Operator Assistance Charges: The charges set forth below are applicable to interstate IntraLATA and InterLATA operator assisted calls. "OO+" charges apply to those calls for which the calling party dials "OO" immediately followed by the number to be called, and the call is completed without the assistance of a live operator. "OO-" charges apply to calls for which the calling party dials "OO" only and the call is completed by a live operator. "OO-" calls include calls where the calling party dials "OO" immediately followed by the number to be called, but requests to transfer to a live operator during the placement of the call. Operator assistance charges are in addition to the usage charges set forth above.

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SECTION 4 - DESCRIPTION OF RATES AND CHARGES FOR
LOCAL EXCHANGE VOICE SERVICE (CONT'D)

4.16 Operator Assistance Rates and Charges (Cont'd)

c.	Operator Service Charges (00-)	<u>Per Call</u>
	Station to Station	\$3.30
	Person to Person	\$4.50
	Person to Person Collect	\$6.00
	Bill to alternate credit card (RBOC card)	\$1.50
	Bill to credit card	\$1.50
	Collect	\$5.25
	Bill to Third Number	\$1.13
	Person to Person Bill to Third Number	\$2.25
	Calling Card Operator Assisted	\$1.50
	Busy Line verification	\$7.43
	Busy Line verification interrupt	\$14.93
d.	Operator Service Charges (00+)	<u>Per Call</u>
	Station to Station	\$0.90
	Person to Person	\$2.25
	Person to Person Collect	\$4.50
	Bill to alternate credit card (RBOC card)	\$1.50
	Bill to credit card	\$1.50
	Collect	\$3.75
	Bill to Third Number	\$1.13
	Person to Person Bill to Third Number	\$1.13
	Calling Card Operator Assisted	\$1.13

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SECTION 5 - DESCRIPTION OF TOLL SERVICES

5.1 Description of Message Toll Service:

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

5.2 Promotional Offerings:

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

5.3 Individual Case Basis (ICB) Arrangements

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

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SECTION 6 - DESCRIPTION OF MAXIMUM RATES AND CHARGES FOR TOLL SERVICES

6.1. Description of Maximum Rates and Charges for Message Toll Service:

The service is flat rated and billed in six (6) second increments with a thirty (30) second initial minimum per message. The duration of each call will be rounded to the nearest higher increment for billing purposes. Additionally, fractional cents will be rounded to the nearest higher cent.

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

Message Toll Service Originating	<u>Per MOU</u> \$ 0.35
----------------------------------	---------------------------

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

6.1.3. Timing of Messages

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

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SECTION 6 - DESCRIPTION OF MAXIMUM RATES AND CHARGES FOR TOLL SERVICES (CONT'D)

6.2 Presubscribed Interexchange Carrier Maximum Charge:

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

Per line	\$10.00
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6.3 Credit Card (Maximum Rate):

The service is flat rated and billed in six (6) second increments with a sixty (60) second initial minimum per call. The duration of each call will be rounded to the nearest higher increment for billing purposes. Additionally, fractional cents will be rounded to the nearest higher cent.

Domestic calls	\$0.45 per minute
Surcharge	\$1.05 per call

6.4 Pay Phone Origination (Maximum Rate):

All calls, 8XX and card, that originate from pay phones will have a \$0.45 surcharge.

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SECTION 6 - DESCRIPTION OF MAXIMUM RATES AND CHARGES FOR TOLL SERVICES (CONT'D)

6.5 8XX Calls (Maximum Rate):

The service is flat rated and billed in six (6) second increments with a thirty (30) second initial minimum per call. The duration of each call will be rounded to the nearest higher increment for billing purposes. Additionally, fractional cents will be rounded to the nearest higher cent.

8XX calls: \$ 0.35 per minute

Monthly fee per toll free number: \$ 7.50

The following monthly charges apply to features and associated charges related to 8XX calls:

	<u>MRC</u>
Day of week routing	\$75.00
Holiday routing	75.00
Time of day routing	75.00
% Routing	75.00
NPA/NXX blocking	75.00
Directory listing	30.00

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SECTION 6 - DESCRIPTION OF MAXIMUM RATES AND CHARGES FOR TOLL
SERVICES (CONT'D)

6.6 Additional Long Distance Monthly Fees
(Maximum Rate):

	<u>MRC</u>
Monthly fee per customer	\$14.93
Verified account codes	\$ 30.00
Nonverified account codes	\$30.00

6.7 Contract Discount Plans

6.7.1 <u>Long Distance with no DNC local voice:</u>	<u>Discount</u>
	<u>8XX</u>
MTM	0%
One year contract	10%
Two year contract	15%
6.7.2 <u>Long Distance bundled with DNC local:</u>	
One year contract	34%
Two year contract	46%
Three year contract	57%

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SECTION 7 - PRICE LIST7.1 Local Exchange Voice Service

7.1.1	<u>Business Line</u>	<u>NRC</u>	<u>MRC 1yr</u>	<u>MRC 2yr</u>	<u>MRC 3yr</u>
	Flat Rate Line	\$20.00	\$23.00	\$22.00	\$21.00
	EUCL per Line	\$0.00	\$8.83	\$8.83	\$8.83
7.1.2	<u>Line Feature Packages</u>	<u>NRC</u>	<u>MRC 1yr</u>	<u>MRC 2yr</u>	<u>MRC 3yr</u>
	Line Basic Package	\$0.00	\$2.50	\$2.25	\$2.00
	Line Deluxe Package	\$0.00	\$4.00	\$3.50	\$3.00
7.1.3	<u>Centrex Feature Packages</u>	<u>NRC</u>	<u>MRC 1yr</u>	<u>MRC 2yr</u>	<u>MRC 3yr</u>
	Centrex Basic Package	\$0.00	\$2.00	\$1.75	\$1.50
	Centrex Deluxe Package	\$0.00	\$4.00	\$3.50	\$3.00
7.1.4	<u>Analog Trunk</u>	<u>NRC</u>	<u>MRC 1yr</u>	<u>MRC 2yr</u>	<u>MRC 3yr</u>
	Flat In Trunk	\$20.00	\$23.00	\$22.00	\$21.00
	Flat Out Trunk	\$20.00	\$23.00	\$22.00	\$21.00
	Flat Two-Way Trunk	\$20.00	\$23.00	\$22.00	\$21.00
	Flat In with DID Trunk	\$40.00	\$42.00	\$38.00	\$34.00
	Flat Two-Way with DID Trunk	\$40.00	\$42.00	\$38.00	\$34.00
	EUCL per Trunk	\$0.00	\$8.83	\$8.83	\$8.83
7.1.5	<u>Digital T-1</u>	<u>NRC</u>	<u>MRC 1yr</u>	<u>MRC 2yr</u>	<u>MRC 3yr</u>
	Flat In T-1	\$300.00	\$325.00	\$300.00	\$275.00
	Flat Out T-1	\$300.00	\$325.00	\$300.00	\$275.00
	Flat Two-Way T-1	\$300.00	\$325.00	\$300.00	\$275.00
	Flat In with DID T-1	\$300.00	\$325.00	\$300.00	\$275.00
	Flat Two-Way with DID T-1	\$300.00	\$325.00	\$300.00	\$275.00
	EUCL per T-1	\$0.00	\$211.92	\$211.92	\$211.92

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SECTION 7 - PRICE LIST(CONT'D)7.1 Local Exchange Voice Service (Cont'd)

7.1.6	<u>Digital PRI</u>	<u>NRC</u>	<u>MRC 1yr</u>	<u>MRC 2yr</u>	<u>MRC 3yr</u>
	Flat In PRI	\$300.00	\$325.00	\$300.00	\$275.00
	Flat Out PRI	\$300.00	\$325.00	\$300.00	\$275.00
	Flat Two-Way PRI	\$300.00	\$325.00	\$300.00	\$275.00
	Flat In with DID PRI	\$300.00	\$325.00	\$300.00	\$275.00
	Flat Two-Way with DID PRI	\$300.00	\$325.00	\$300.00	\$275.00
	Caller ID	\$50.00	\$50.00	\$50.00	\$50.00
	EUCL per PRI	\$0.00	\$211.92	\$211.92	\$211.92

7.1.7	<u>DID Numbers</u>	<u>NRC</u>	<u>MRC 1yr</u>	<u>MRC 2yr</u>	<u>MRC 3yr</u>
	Block of 20 Numbers	\$15.00	\$3.00	\$3.00	\$3.00

7.1.8	<u>Local Toll (IntraLATA) Usage</u>	<u>NRC</u>	<u>MRC 1yr</u>	<u>MRC 2yr</u>	<u>MRC 3yr</u>
	Per Minute	\$0.00	\$0.0600	\$0.0500	\$0.0400

OFF-PEAK Discount of 35%, M-F 7pm - 7am; all day Sat, Sun

7.1.9	<u>Remote Call Forward</u> <u>(usage applies)</u>	<u>NRC</u>	<u>MRC 1yr</u>	<u>MRC 2yr</u>	<u>MRC 3yr</u>
	RCF, Per Path	\$10.00	\$15.00	\$15.00	\$15.00

7.1.10	<u>Foreign Exchange</u> <u>(in addition to access)</u>	<u>NRC</u>	<u>MRC 1yr</u>	<u>MRC 2yr</u>	<u>MRC 3yr</u>
	FX, Per Line or Analog Trunk	\$10.00	\$15.00	\$15.00	\$15.00

7.1.11	<u>VoiceMail</u>	<u>NRC</u>	<u>MRC 1yr</u>	<u>MRC 2yr</u>	<u>MRC 3yr</u>
	Single Mailbox	\$0.00	\$5.00	\$5.00	\$5.00
	Multiple Mailbox	\$0.00	\$8.00	\$8.00	\$8.00

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 SECTION 7 - PRICE LIST(CONT'D)
7.1 Local Exchange Voice Service (Cont'd)

7.1.12 <u>A La Carte Features</u>	<u>NRC</u>	<u>MRC 1yr</u>	<u>MRC 2yr</u>	<u>MRC 3yr</u>
Call Forward Variable	\$0.00	\$4.00	\$4.00	\$4.00
Call Forward Busy Line	\$0.00	\$3.00	\$3.00	\$3.00
Call Forward Don't Answer	\$0.00	\$4.00	\$4.00	\$4.00
Three Way Calling	\$0.00	\$4.00	\$4.00	\$4.00
Speed Call 25	\$0.00	\$4.00	\$4.00	\$4.00
Call Trace	\$0.00	N/A	N/A	N/A
Call Block	\$0.00	\$3.00	\$3.00	\$3.00
Repeat Call	\$0.00	\$3.00	\$3.00	\$3.00
Return Call	\$0.00	\$3.00	\$3.00	\$3.00
Caller Number	\$0.00	\$7.00	\$7.00	\$7.00
Caller Name & Number	\$0.00	\$7.50	\$7.50	\$7.50
Account Code Voluntary	\$0.00	N/A	N/A	N/A
Account Code Authorized	\$0.00	N/A	N/A	N/A
Call Restriction	\$0.00	\$0.00	\$0.00	\$0.00

7.1.13 Directory Assistance

Per call, plus usage that applies under the customer's current rates:

Intrastate	\$0.95
International	\$4.95

7.1.14 Features Per Occurrence

Return Call	\$0.75	per use
Repeat Call	\$0.75	per use
Call Trace	\$2.00	per use

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SECTION 7 - PRICE LIST(CONT'D)7.1 Local Exchange Voice Service (Cont'd)

7.1.15	<u>Operator Service Charges (00-)</u>	<u>Per Call</u>
	Station to Station	\$2.20
	Person to Person	\$3.00
	Person to Person Collect	\$4.00
	Bill to alternate credit card (RBOC card)	\$1.00
	Bill to credit card	\$1.00
	Collect	\$3.50
	Bill to Third Number	\$0.75
	Person to Person Bill to Third Number	\$1.50
	Calling Card Operator Assisted	\$1.00
	Busy Line verification	\$4.95
	Busy Line verification interrupt	\$9.95
7.1.16	<u>Operator Service Charges (00+)</u>	<u>Per Call</u>
	Station to Station	\$0.60
	Person to Person	\$1.50
	Person to Person Collect	\$3.00
	Bill to alternate credit card (RBOC card)	\$1.00
	Bill to credit card	\$1.00
	Collect	\$2.50
	Bill to Third Number	\$0.75
	Person to Person Bill to Third Number	\$0.75
	Calling Card Operator Assisted	\$0.75

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SECTION 7 - PRICE LIST(CONT'D)

7.2 Toll Service (Cont'd)

7.2.1	<u>Message Toll Service Originating</u> Per MOU	\$0.09
7.2.2	<u>Presubscribed Interexchange Carrier Charge</u> Per Line	\$5.00
7.2.3	Credit Card:	
	Domestic calls	\$0.30 per minute
	Surcharge	\$0.70 per call
7.2.4	Pay Phone Origination	
	All calls, 8XX and card, that originate from pay phones	\$0.30 surcharge

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SECTION 7 - PRICE LIST(CONT'D)7.2 Toll Service (Cont'd)7.2.5 8XX Calls

Per MOU	\$0.09
Monthly fee per toll free number:	\$ 5.00
Other monthly charges:	<u>MRC</u>
Day of week routing	\$50.00
Holiday routing	\$50.00
Time of day routing	\$50.00
% Routing	\$50.00
NPA/NXX blocking	\$50.00
Directory listing	\$20.00

7.2.6 Additional Long Distance Monthly Fees

	<u>MRC</u>
Monthly fee per customer	\$ 9.95
Verified account codes	\$20.00
Nonverified account codes	\$20.00

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EXHIBIT F

Proposed Data Tariff

Tariff

of

Domino Networks Communications, Inc.

This tariff includes the rates, charges, terms and conditions of service for the provision of intrastate data communications services by Domino Networks Communications, Inc. ("DNC ") between locations within the State of Arizona.

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CHECK SHEET

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

<u>Page No.</u>	<u>Revision</u>	<u>Page No.</u>	<u>Revision</u>	<u>Page No.</u>	<u>Revision</u>
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3	Original	23	Original	43	Original
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5	Original	25	Original	45	Original
6	Original	26	Original	46	Original
7	Original	27	Original	47	Original
8	Original	28	Original		
9	Original	29	Original		
10	Original	30	Original		
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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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EXPLANATION OF SYMBOLS

- (C) To signify changed listing, rule or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify an increase in a rate.
- (M) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule, or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction.
- (S) To signify reissued material.
- (T) To signify change in wording of text but no change in rate, rule or condition.

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EXPLANATION OF ABBREVIATIONS

- LATA Local Access and Transport Area. A geographic area established by the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Company Association, Inc. Tariff F.C.C. No. 4.
- LEC Local Exchange Company.
- NECA National Exchange Carriers Association.

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TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. 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 Tariff page in effect.
- C. Paragraph Numbering Sequence - There are various levels of alpha numeric coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence used in this tariff.
- 2.1.
 - 2.1.2.
 - 2.1.2.A.
 - 2.1.2.A.1.
 - 2.1.2.A.1.a.
 - 2.1.2.A.1.a.I.
 - 2.1.2.A.1.a.I.i.
- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is updated to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). Company will use no other symbols on the check sheet 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 out if a particular page is the most current on file with the Commission.

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SECTION 1 - DEFINITIONS

Access Line:

An arrangement which connects the Customer's telephone to a switching center or point of presence designated by the Company.

Authorization Code :

A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's Travel Service network to identify the caller and validate the caller's authorization to use the services provided.

Authorized User :

A person, firm, corporation, or any other entity authorized by the Customer to utilize the Carrier's service under the terms and conditions of this tariff. The Customer remains responsible for payment of services.

BPS :

Bits Per Second.

Broadband Circuits :

Circuits with a capacity greater than DS-1 capacity or 1.544 Mbps.

Capacity :

The carrying ability of a dedicated leased line measured in bits per second.

Commission :

Federal Communications Commission.

Company or Carrier:

Domino Networks Communications, Inc. or "DNC" unless otherwise clearly indicated by the context.

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SECTION 1 - DEFINITIONS (CONT'D)

Customer:

The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Dedicated Access Arrangement:

An arrangement whereby the facilities used between the Customer's premises and the Domino Networks point of presence are directly linked. Such arrangements may involve interconnection facilities provided by another carrier or a local access provider.

Dedicated Access Circuit:

Access facilities between the Customer's premises and the Domino Networks point of presence which are used exclusively for the transmission of the Customer's calls using the Company's services.

Digital Service (DS):

Hierarchy of digital signal speeds used to classify capacity of lines and trunks.

DS-0:

Digital Service, Level 0. Measured at 64,000 bps, it is the worldwide standard for digitizing one voice conversation using pulse code modulation (PCM).

DS-1:

Digital Service, Level 1. Consists of 24 DS-0 channels and has a capacity of 1.544 Mbps.

DS-3:

Digital Service, Level 3. Equivalent of 28 DS-1 channels and operating at 44.736 Mbps. (Also known as T-3).

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SECTION 1 - DEFINITIONS (CONT'D)

Fractional DS-1:

Circuits with a bandwidth or capacity below DS-1 speeds with a capacity equal to "n" times 64 Kbps, where "n" equals the whole number of DS-0 equivalent increments, and is less than 24 (*i.e.*, n=4 is 4 DS-0 increments or 256 Kbps).

Interconnection Facilities:

Circuits and/or dedicated access arrangements provided by the Customer or a third party supplier to interconnect the Customer with the Company's service. The Customer shall have sole responsibility for the ordering, installation, maintenance, and payment of such facilities.

International Telecommunications Union-the Telecommunications Services Sector (ITU-T):

Formerly known as the *Comite Consultatif International Telegraphique et Telephonique*, the ITU-T is a standards organization that devises and proposes recommendations for international communications.

Kbps:

Kilobits per second.

Latency:

The time it takes for information to get through the network, sometimes referred to as delay.

Local Access Circuit:

A dedicated circuit provided by a Local Exchange Carrier connecting the customer's presence with a Domino Networks Point of Presence (POP).

Mbps:

Megabits per second.

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SECTION 1 - DEFINITIONS (CONT'D)

On-Net Circuit:

A Dedicated Leased Line Inter-Office Channel (IOC) that is provisioned: (i) entirely between two domestic U.S. Domino Networks POPs in separate LATAs; and (ii) utilizes only Domino Networks owned fiber optic lines.

Optical Carrier - Level N (OC-N):

The optical interface designed to work with the STS-n signaling rate in a Synchronous Optical Network (SONET). OC-1 is a 51.840 Mbps signal. All higher levels are direct multiples of OC-1.

Point of Presence (POP):

Domino Networks' physical presence in a local calling area or LATA which is used for the purpose of transmitting telephone calls or dedicated interconnection with a LEC.

Port or Port Connection:

The point of entry into a public frame relay or ATM network service. Each Port is fixed at a presubscribed speed.

Premises:

The physical space designated by the Customer for the termination of the Company's service.

Subscriber:

See Customer.

United States:

The forty-eight states contained within the mainland United States, the District of Columbia, Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands.

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SECTION 1 - DEFINITIONS (CONT'D)

V & H Coordinates:

Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purpose of rating calls.

Virtual Circuit (VC):

A communications link - voice or data - that appears to the user to be a point-to-point circuit. VCs are two-way, software-defined data paths between two ports that act as replacements for private or dedicated leased lines in the customer's network. A virtual circuit is referred to as a logical, rather than a physical path, for a call.

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SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of Domino Networks Communications, Inc.

Domino Networks' services and facilities are furnished for communications originating and terminating within the United States under terms of this tariff. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

Domino Networks arranges for installation, operation and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff. Domino Networks may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Domino Networks Communications, Inc.'s network.

2.2 Use

Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

2.3 Limitations

2.3.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.

2.3.2 The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.

2.3.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connection.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.3 Limitations (Cont'd)

2.3.4 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an effect on the business or economic feasibility of providing service, as determined by Domino Networks in its reasonable judgment.

2.3.5 The Company reserves the right to deny Service to any person or entity:

- (A) who, in the Company's judgment, presents an undue risk of nonpayment, refuses to comply with the deposit requirements set forth in this tariff; or does not pass a credit check; or
- (B) if the Company believes that the person's or entity's use of the Service would violate the provisions of this tariff or any applicable law or regulation, or if any applicable law or regulation restricts or prohibits provision of the Service to that person or entity; or
- (C) if the Company determines in its sole discretion that facilities are not available to provide the Service; or
- (D) if the Company determines in its sole discretion that any order for Service, letter of authorization and/or third party verification is not in conformance with any applicable law or regulation; or
- (E) the Service requested has been discontinued; or
- (F) if an order for the Service may be denied under the terms of any carrier, switched or independent sales representative agreement.

2.3.6 The Company reserves the right to refuse to provide service to or from any location where it has not ordered access facilities, installed network interconnections, or the necessary facilities and/or equipment are not available, acceptable, or justifiable. The Company also reserves the right to make changes to equipment, service components, and/or network configurations as may be required.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.3 Limitations (Cont'd)**

The provision of service will not create a partnership or joint venture between the Company and the Customer nor result in joint service offerings to their respective authorized users.

2.4 Assignment or Transfer

All service provided under this tariff is directly or indirectly controlled by the Company and neither the Customer nor its Authorized Users may transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to all such permitted transferees or assignees.

2.5 Liability

The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, maintaining, restoring, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.

In no event shall the Company or any of its Affiliates be liable to Customer, its customers or any of their affiliates under this tariff for any loss of profit or revenue or for any incidental, consequential, indirect, punitive or similar or additional damages incurred or suffered as a result of incorrect or defective transmissions, or any direct or indirect consequences thereof, while using the Services, performance, non-performance, termination, breach, or other action or inaction, on the part of the Company, under this tariff, even if Customer advises the Company of the foreseeability, possibility, likelihood, probability or certainty of such loss or damage.

When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.5 Liability (Cont'd)

2.5.4 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond its reasonable control as determined by the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company or of any one or more of these federal, state, or local governments, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays.

2.5.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, the Customer's agents, or Authorized Users, or by facilities or equipment provided by the Customer.

2.5.6 The Customer shall indemnify, defend and hold harmless the Company (including the costs of all attorney's fees and disbursements) against:

1. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or servicemark arising out of the material, data, information or other content transmitted over the Company's facilities or equipment;

2. Claims for patent infringement arising from combining or connecting the Company's facilities with facilities, equipment, apparatus or systems of the Customer; and

All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, the Customer's agents or Authorized Users, in connection with any service or facilities or equipment provided by the Company.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.5 Liability (Cont'd)

2.5.7 The Company does not guarantee or make any warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. Customers and authorized users indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any party or persons, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the Customer, authorized user, 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 such equipment so used.

2.5.8 The Customer shall not hold the Company liable for any act or omission by any entity furnishing to the Company or to the Company's customer's services or equipment used for or with the services the Company offers.

2.5.9 The Customer shall not hold the Company liable for the claims of vendors supplying equipment to the Customer, which vendor may install at premises of the Company, nor shall the Customer hold the Company liable for the performance of said vendor or vendor's equipment.

2.6 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.7 Billing and Payment for Services

2.7.1 Responsibility for Charges

Charges for installations, service connections, moves, rearrangements, and prepaid services, where applicable, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in the tariff.

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company.

2.7.2 Payment for Service

Billing will be payable upon receipt. All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances indicate that such changes are appropriate.

2.7.3 Late Payment Fees

The Company reserves the right to assess a late payment fee of 1.5% per month on any past due balance.

2.7.4 Returned Check Charge

The Company reserves the right to assess a returned check charge of \$25.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written.

2.7.5 Non-Recurring Charges

Non-recurring charges are payable when the service for which they are specified has been ordered. If an entity other than the Company (*e.g.*, another carrier or supplier) imposes or will impose charges on the Company in connection with an ordered service those costs will also be charged to the Customer.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.8 Deposits**

The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall not exceed two (2) months' estimated usage, may vary with the Customer's credit history and projected usage, and shall be collected and maintained in accordance with Commission rules. The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

2.9 Advance Payments

For Customers from whom the Company determines an advance payment is necessary, Domino Networks reserves the right to collect an amount not to exceed two (2) months' estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the following month, if necessary.

2.10 Taxes and Fees

All stated charges in this Tariff are computed by the Company exclusive of any federal, state, local, use, excise, gross receipts, sales or privilege taxes, duties, fees or similar liabilities. The Federal Telecommunications Relay Service surcharge will be calculated at 0.38% of total usage charges incurred by the Customer each month. Such taxes, fees, *etc.* shall be paid by the Customer in addition to the rates and charges set forth herein.

2.11 Terminal Equipment

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a hub, switch, CSU/DSU, or router. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Domino Networks' service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.12 Interconnection

2.12.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.

2.12.2 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carriers' tariffs.

2.13 Inspection, Testing and Adjustment

The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

2.14 Credit Allowances for Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's inspection or testing, to the negligence of the Customer, or the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff.

It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which the Customer desires a credit allowance. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.14 Credit Allowances for Interruption of Service (Cont'd)**

For purposes of credit computation, every month shall be considered to have 30 days. The Customer shall be credited for an interruption of one day (24 hours) or more at the rate of 1/30th of the monthly charge for the services affected for each day that the interruption continues.

Credit Formula:

$$\text{Credit} = A/30 \times B$$

A = outage time in days

B = total monthly charge for affected service.

2.15 Cancellation by the Customer

2.15.1 The Customer may have service discontinued upon thirty (30) days written notice to the Company. The Company shall hold the Customer responsible for the payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later.

2.15.2 Should Customer terminate prior to the end of the Initial Term, Customer agrees to pay Domino Networks for the balance due under the contract for the entire Initial Term. Unless the Customer notifies Domino Networks at least 30 days prior to the end of the Initial Term, the Service Contract automatically shall be extended for a term equivalent to the Initial Term. After the Initial Term, Customer may terminate the Service at any time upon 30 days written notice to Domino Networks.

2.16 Refusal or Discontinuance by the Company

Service continues to be provided until canceled by the Customer, in writing, or until discontinued by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.16 Refusal or Discontinuance by the Company (Cont'd)

2.16.1 For Nonpayment:

The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than thirty (30) days overdue.

2.16.2 For Returned Checks:

The Customer whose check or draft is returned unpaid for any reason, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.

2.16.3 For Lack of Use:

The Company, by written notice to the Customer, may discontinue service in the same manner as provided for nonpayment of overdue charges if after sixty (60) days the service has not been used.

2.16.4 For any violation of law or of any of the provisions governing the furnishing of service under this tariff:

The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.

2.16.5 For the Company to comply with any order or request of any governmental authority having jurisdiction:

The Customer shall be subject to discontinuance of service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.16 Refusal or Discontinuance by the Company (Cont'd)

2.16.6 For unauthorized or unlawful use of Authorization Codes:

Authorization Codes are issued only by the Company to the Customer and may not be sold or otherwise distributed without the written consent of the Company. Any unauthorized or unlawful use of such numbers or codes shall result in the immediate termination of service without notice.

2.17 Restoration of Service

If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

2.18 Arbitration

2.18.1 In the event the Company files suit or retains an attorney to enforce the terms of this tariff, the Company shall be entitled to recover, in addition to any other remedies, all attorneys' fees for in house and outside counsel, court costs, costs of investigation and any other related expenses in connection therewith.

2.18.2 Any claim, controversy or dispute, whether sounding in contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to the Services, whenever brought and whether between the Company and the Customer or between the Company or the Customer and the employees, agents or affiliated businesses of the other party, shall be resolved by arbitration as prescribed in this section. The Federal Arbitration Act, 9 U.S.C. §§ 1-15, not state law, shall govern the arbitrability of all claims.

2.18.3 A single arbitrator engaged in the practice of law shall conduct the arbitration under the current rules of the American Arbitration Association (the "AAA"). The arbitrator shall be selected in accordance with AAA procedures from a list of qualified people maintained by the AAA. The arbitration shall be conducted in the regional AAA office in Washington, D.C., and all expedited procedures prescribed by the AAA rules shall apply.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.18 Arbitration (Cont'd)

2.18.4 There shall be no discovery other than the exchange of information which is provided to the arbitrator by the parties. The arbitrator shall have authority only to award compensatory damages and shall not have authority to award punitive damages, other noncompensatory damages or any other form of relief; the parties hereby waive all rights to and claims for relief other than compensatory damages. Each party shall bear its own costs and attorneys' fees, and the parties shall share equally the fees and expenses of the arbitrator. The arbitrator's decision and award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

2.18.5 If any party files a judicial or administrative action asserting claims subject to arbitration as prescribed herein, and another party successfully stays such action or compels arbitration of said claims, the party filing said action shall pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including reasonable attorneys' fees.

2.19 Y2K

2.19.1 Domino Networks makes no representation or warranty, whether express, implied, statutory, or otherwise, with respect to Domino Networks' ability to accurately process and/or exchange date information before, during, and after December 31, 1999 due to the Year 2000 Problem (as defined herein), all of which representations or warranties, including, without limitation, the warranties of merchantability and fitness for a particular purpose, are hereby excluded and disclaimed by Domino Networks to the maximum extent permitted by law. Due to the interdependence among telecommunications companies and the interrelationship with non-Domino Networks processes, equipment, and systems, Domino Networks is not responsible for any Year 2000 Problem caused by circumstances beyond its reasonable control including, without limitation, problems caused by any local exchange carrier, customer premises equipment, and/or Customer. In addition, Domino Networks does not ensure compatibility between Domino Networks service and non-Domino Networks services used by the Customer.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.19 Y2K (Cont'd)

2.19.2 Any remedy for a delay in installing, testing, providing, and/or billing any new Domino Networks service(s), circuit(s) and/or number(s), and/or changing and/or supplementing an existing Domino Networks service(s), circuit(s), and/or number(s), or for any delay, outage, impairment, malfunction, and/or interruption of any Domino Networks service arising from a Year 2000 Problem or related problem shall be no different than the remedy, if any, available to the Customer for a delay, outage, impairment, and/or interruption of service resulting from any other cause and is limited to the scope of remedies, if applicable, provided under this Tariff, as may be amended from time to time by Domino Networks in its sole discretion. If there is no specific remedy set forth in this Tariff that addresses the mistake, omission, interruption, delay, error, or defect in transmission of Domino Networks service occurring in the course of furnishing Domino Networks service to the Customer and not caused by the Customer or any third party, the Customer's only remedy shall be the lesser of: (i) a credit for the proportionate charges the Customer would incur for the period of service during which such mistake, omission, interruption, delay, error, malfunction, or defect in transmission occurred; or (ii) one thousand dollars (\$1,000.00).

2.19.3 For purposes of this Tariff, the term "Year 2000 Problem" shall mean any failure to install, provide, maintain, restore, bill, and/or repair Domino Networks service or any delay, outage, disruption, degradation, malfunction and/or impairment of any telecommunications service provided by Domino Networks, its affiliates, agents, and/or contractors, directly or indirectly arising from a failure or inability to properly process date and/or time information including, without limitation, calculating, comparing, and sequencing data from, into, and between the twentieth and twenty-first centuries and through 1999 and 2000, including leap years. In no event shall Domino Networks, its affiliates, employees, agents and/or contractors, be responsible or liable for damages, charges, expenses, liabilities, or claims whatsoever including direct, indirect, incidental, consequential, loss of business profits or revenues, punitive or special damages of any kind or nature whatsoever, even if foreseeable or even if Domino Networks has been advised of the possibility of such damages that could arise from a Year 2000 Problem. This Tariff provision applies solely to Domino Networks customers.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.19 Y2K (Cont'd)

2.19.4 This Tariff provision is exclusive and contains the full extent of any right or remedy available to the Customer arising from a Year 2000 Problem. No oral or written information, statement, representation, and/or advice given by Domino Networks or any Domino Networks affiliate, agent, employee, and/or contractor shall create a warranty or in any way decrease the scope of the warranty disclaimers set forth in this Tariff provision or create any additional right or obligation. No third party beneficiary status or additional right or obligation is or shall be created, directly or indirectly, as a result of this Tariff provision. This Tariff provision does not provide any third party with any remedy, claim, right of action, or other right. Any oral or written statements made to the Customer by Domino NetworkS or any Domino Networks affiliate, agent, employee, and/or contractor is subject to the Year 2000 Information and Readiness Disclosure Act. In case of a dispute, this Act may reduce the Customer's legal rights regarding the use of any such statements, unless otherwise specified to the Customer by contract or Tariff.

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SECTION 3 - SERVICE DESCRIPTIONS**3.1 Dedicated Leased Line Service****3.1.1 Description**

Domino Networks' Dedicated Leased Line service is a high-speed digital communications service using a physical fiber optic connection between two United States Mainland locations. Dedicated Leased Lines are non-switchable connections that can provide a constant and committed availability of capacity (for a single Customer) on a transmission path only between fixed, customer-specified locations. Dedicated Leased Line transmission speeds range from the DS-0 level up to and including OC-n speeds. Dedicated Leased Line circuits at DS-0, Fractional DS-1, DS-1 and DS-3 levels may be available between any two POP locations within the United States Mainland. Broadband Circuits over DS-3 capacity are only available as On-Net Circuits between POPs. Provision of Dedicated Leased Line circuits are subject to facilities and capacity availability.

Dedicated Leased Line circuits with speeds at or below DS-1 are priced at a fixed and variable monthly recurring charge based on line speed, Central Office Connection and the V&H miles between the nearest available POP to the Customer or End-User locations (as determined by the NPA/NXX of the locations). Broadband Dedicated Leased Lines are priced at a fixed and variable monthly recurring charge based on line speed, Central Office Connection and the V&H miles between the nearest available POP to each fixed Customer or End-User location. For Dedicated Leased Line circuits at speeds at or below DS-1, the provision of Local Access Circuits may be coordinated directly by Customer or may be coordinated by Domino Networks on Customer's behalf. For Broadband Dedicated Private Line circuits, Domino Networks shall be solely responsible for all local access coordination functions and all costs for the interconnection of each Customer premise with the Domino Networks Communications, Inc. network at the nearest available POP.

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SECTION 3 - SERVICE DESCRIPTIONS (CONT'D)

3.1 Dedicated Leased Line Service (Cont'd)

3.1.1 Description (Cont'd)

Domino Networks shall invoice the Customer on a monthly basis at the Customer's designated site in the United States, in accordance with the following schedule: (i) one (1) month in advance for all recurring MRC charges due under this Agreement, in addition to the retroactive billing for the first billing invoice of a service; and (ii) in the month preceding the applicable usage (i.e. month of contract execution) for all NRC charges. Failure of Domino Networks to timely invoice the Customer for any amounts due hereunder shall not be deemed a waiver by Domino Networks of its rights to payment for such charges.

3.1.2 Rates and Charges

Rates set forth herein for Domino Networks services requiring dedicated access do not include access and access-related charges (including, without limitation, installation charges, inside wiring charges assessed by the local exchange carrier ("LEC"), construction charges assessed by the LEC and distance and termination charges assessed by the LEC). Therefore access and access related charges are additional charges.

OC-n pricing will be on an ICB (Individual Case Basis). Pricing will be based on a 100 mile minimum circuit, and therefore circuits with V&H mileage between the two customer sites of less than 100 miles, will be priced at 100 miles.

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SECTION 3 - SERVICE DESCRIPTIONS (CONT'D)

3.1 Dedicated Leased Line Service (Cont'd)

3.1.3 Broadband Facility Minimum Service Term

Customer acknowledges that the Rates and Charges described in this tariff Section are based on the commitment of the Customer to utilize the Broadband Circuits or Facility for a specified minimum period of time. Therefore, notwithstanding anything in this tariff to the contrary and in addition to other charges set forth in the tariff, the Customer will be billed and required to pay to Domino Networks all rates, fees and charges which accrue for each Broadband Circuit and for all associated local access during the entire Circuit Minimum Service Term (as defined below) applicable to each such Broadband Circuit plus all NRC charges applicable to such circuit that were previously waived, regardless of whether or not Customer utilizes all or any part of such Broadband Circuit during all or any part of the Circuit Minimum Service Term applicable to such Circuit.

The "Circuit Minimum Service Term" for each Circuit, is defined as follows:

For DS-0, Fractional DS-0 and DS-1 Leased Line Circuits:

No "Circuit Minimum Service Term" shall apply.

For DS-3 and OC-n Broadband service the "Circuit Minimum Service Term" shall be as follows:

The Circuit Minimum Service Term shall be a minimum period of one (1) year, beginning from the date of service order fulfillment.

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SECTION 3 - SERVICE DESCRIPTIONS (CONT'D)

3.1 Dedicated Leased Line Service (Cont'd)

3.1.4 Termination of Service

Upon termination of the Customer's agreement or upon termination of a broadband circuit, which has not met the "Circuit Minimum Service "Term", all monthly recurring charges and non-recurring charges shall retroactively be collected.

1. Credit Allowances shall not apply in the event that Domino Networks' Domestic Dedicated Leased Line Service is unavailable due to any of the following:
 - (a) Interruptions on Domestic Dedicated Leased Line circuits that are not "Accepted Circuits" where an Accepted Circuit is one that Domino Networks and the Customer have tested and mutually agree is working as ordered.
 - (b) Interruptions caused by the negligence, act, error, or omission of the Customer or others authorized by the Customer to use the Customer's service.
 - (c) Interruptions due to failure of power at the customer premise or failure or poor performance of customer premise equipment.
 - (d) Interruptions during any period in which Domino Networks or its agents are not afforded access to the premises where the access lines associated with the Customer's service originate or terminate.

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SECTION 3 - SERVICE DESCRIPTIONS (CONT'D)

3.1 Dedicated Leased Line Service (Cont'd)

3.1.4 Termination of Service (Cont'd)

- (e) Interruptions during any period when the Customer or user has released service to Domino Networks for maintenance or rearrangement purpose, or for the installation of the Customer's service order.
- (f) An interruption during any period when the Customer elects not to release the service(s) for testing and/or repair and continues to use it on an impaired basis.
- (g) Interruptions resulting from a failure of an underlying local exchange carrier where the local access circuit was not provided by Domino Networks.
- (h) Interruptions resulting from the Customer's use of services in an unauthorized or unlawful manner.
- (i) Interruptions resulting from a Domino Networks disconnect for non-payment or an interruption of service resulting from incorrect orders from the Customer.
- (j) Interruptions during any period when the Customer has made the circuit available to Domino Networks for installation, maintenance or grooming.
- (k) *Force Majeure* events, beyond the reasonable control of Domino Networks, including but not limited to: acts of God, fire, flood, explosion, storm, labor strikes, lockouts, insurrections, riots, wars (declared or undeclared), acts of government authority, or of any civil or military authority, national emergencies, cable or fiber cuts resulting from the actions of third parties beyond the reasonable control of Domino Networks.

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SECTION 3 - SERVICE DESCRIPTIONS (CONT'D)3.2 DSL3.2.1 General

DSL Service is a high speed data access service that uses digital subscriber line technology over existing copper facilities, which are also used to provision customer's local exchange service. The regulations and rates specified herein are in addition to the applicable regulations and rates specified in other sections of this tariff.

3.2.2 Definitions

1. ADSL: Asymmetric Digital Subscriber Line Service.
2. CDL: the customer's designated location.
3. Downstream: the transmission path from the Company's high speed DSL Connection Point to the customer's designated premises.
4. DSL Connection Point: a location designated by the Company that serves as an aggregation point for the collection of DSL traffic from multiple serving wire centers.
5. IDSL: Integrated Services Digital Subscriber Line Service.
6. SDSL: Symmetrical Digital Subscriber Line Service.
7. Splitter: a passive band filter that divides the frequency of a copper facility.
8. Upstream: the transmission path from the CDL to the DSL Connection Point.

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SECTION 3 - SERVICE DESCRIPTIONS (CONT'D)**3.2 DSL(Cont'd)****3.2.3 Service Description**

1. **ADSL Service:** ADSL Service is an access data technology service offered in speed levels of 608 Kbps Downstream/128 Kbps Upstream, and 1.5 Mbps Downstream/384 Kbps Upstream. The Company will set the transmission speeds to the speed levels for the service package selected by the customer. The loop distance from the CDL to the serving wire center can affect the transmission speeds set by the Company.
2. **IDSL Service:** IDSL Service is an access data technology service offered in speed levels of 144 Kbps. The Company will set the transmission speeds to the speed levels for the service package selected by the customer. The loop distance from the CDL to the serving wire center can affect the transmission speeds set by the Company.
3. **SDSL Service:** SDSL Service is an access data technology service offered in speed levels of 192 Kbps, 384 Kbps, 768 Kbps, 1.1 Mbps, and 1.5 Mbps. The Company will set the transmission speeds to the speed levels for the service package selected by the customer. The loop distance from the CDL to the serving wire center can affect the transmission speeds set by the Company.

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SECTION 3 - SERVICE DESCRIPTIONS (CONT'D)**3.2 DSL(Cont'd)****3.2.4 Service Provisioning**

All DSL Services are provisioned over existing copper facilities and transported to the Company's backbone network. DSL service provides a connection from the customer's designated location to the DSL connection point.

Access from the Company's DSL connection point will be provided via Dedicated Leased Line Service, where facilities permit. The Dedicated Leased Line Service must be of sufficient bandwidth to support the maximum speed of the DSL service being provided. Dedicated Leased Line Service is available under Section 3.1 of this Tariff. A customer may use its existing interstate Dedicated Leased Line Service, or may submit an order to establish new facilities. If a customer utilizes Dedicated Leased Line Service from Section 3.1, the associated regulations, rates and charges for such facilities shall apply in addition to the rates and charges associated with the DSL Service rate element.

The Company will qualify the DSL Service between the CDL and the serving wire center. The purpose of qualification is to determine the availability and suitability of existing copper facilities to provide the service. The Company will not provision this service on facilities which are not suitable for DSL.

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SECTION 3 - SERVICE DESCRIPTIONS (CONT'D)

3.3 Remote Dial

3.3.1 Service Description

Analog, dial-up Internet access service provided at speeds up to 56kbs.

3.4 Internet Gateway

3.4.1 Service Description

Internet Gateway is a single port, Ethernet-based, dedicated Internet access service for the business LAN. The customer is provisioned a single port on a DNC-owned Ethernet switch and an Ethernet cable runs from the switch to a customer-owned hub/switch/router located in-suite. Supported access speeds range from 256K up to 10Mbps. Service is provided only to tenants in DNC-wired partner buildings.

3.5. Internet Office

3.5.1 Service Description

Internet Office is multi-port, Ethernet based, dedicated Internet access service for customers who do not operate a LAN. Each customer-owned device (i.e. PC, printer, server) is provisioned an individual port on a DNC-owned Ethernet switch and a virtual LAN (VLAN) is created for the customer which enables basic LAN functions such as printer and file sharing. Supported access speeds range from 265K up to 10Mbps. Service is provided only to tenants in DNC-wired partner buildings.

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SECTION 4 - MAXIMUM RATES4.1 Dedicated Leased Line Services

Service	NRC	MRC (Port)
DS-0 Service	\$1400	\$1400
DS-1 Service		
0-128K Burstable	\$3000	\$1790
128-256K Burstable	\$3000	\$2590
256K-384K Burstable	\$3000	\$3390
384K-512K Burstable	\$3000	\$3790
512K and Above Burstable	\$3000	\$3990
1.5M Full Rate	\$3000	\$3390
T3 Service		
3M	\$9000	\$9000
6M	\$9000	\$13800
9M	\$9000	\$18000

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SECTION 4 - MAXIMUM RATES (CONT'D.)4.1 Dedicated Leased Line Service (Cont'd.)

Service	NRC	MRC (Port)
T3 Service (cont'd)		
12M	\$9000	\$23600
15M	\$9000	\$29400
18M	\$9000	\$35000
21M	\$9000	\$39900
24M	\$9000	\$45000
27M	\$9000	\$48600
30M	\$9000	\$55800
33M	\$9000	\$60800
36M	\$9000	\$66000
39M	\$9000	\$70600
42M	\$9000	\$76000
45M	\$9000	\$81000

NOTE: All Local Loop Access Charges are quoted on an individual case basis. OC-n
NRC and MRC port charges are on an individual case basis.

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SECTION 4 - MAXIMUM RATES (CONT'D.)

4.2 Digital Subscriber Line (DSL) Service

Service	NRC	MRC (Port)
144K IDSL	\$1000	\$298
192K SDSL	\$1000	\$338
384K SDSL	\$1000	\$398
768K SDSL	\$1000	\$718
1.1M SDSL	\$1000	\$798
1.5M SDSL	\$1000	\$918
608K/128K ADSL	\$119.90	\$500
1.5M/384K ADSL	\$179.90	\$500

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SECTION 4 - MAXIMUM RATES (CONT'D.)4.3 Remote Dial Service

\$33.90 per user per month (for up to 150 hours of access)
\$4.00 per hour for each hour in excess of 150.

4.4 Internet Gateway Service

Service	NRC	MRC
256K	\$1500	\$1190
384K	\$1500	\$1390
512K	\$1500	\$1700
768K	\$1500	\$1990
1.5M	\$1500	\$2590
3.0M	\$1500	\$4998
6.0M	\$1500	\$7990
10.0M	\$1500	\$11990

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SECTION 4 - MAXIMUM RATES (CONT'D.)4.5 Internet Office Service

Service	NRC*	MRC
256K	\$1500	\$1190
384K	\$1500	\$1390
512K	\$1500	\$1700
768K	\$1500	\$1990
1.5M	\$1500	\$2590
3.0M	\$1500	\$4998
6.0M	\$1500	\$7990
10.0M	\$1500	\$11990

*NOTE: Additional startup charges apply for Internet Office based on the number of seats (i.e. devices) being wired. Variable charge per seat is \$240.

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SECTION 5 - SPECIAL PROMOTIONAL OFFERINGS

5.1 Competitive Response Promotion

From time to time, Domino Networks may offer a new subscriber of service discounts (up to 100%) off the Customer's total usage charges. Such discounts may have variable terms of applicability and expiration dates. These discounts may apply to monthly recurring port charges, access loop charges, installation charges, and other non-recurring fees.

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SECTION 6 - SUBSCRIBER CHARGES

6.1 Legislative, Regulatory or Judicial Activity

Notwithstanding any statement to the contrary contained in this Tariff, in the event that any regulatory agency, legislative body or court of competent jurisdiction promulgates regulations or modifies existing ones including, without limitation, regulations regarding payphone compensation, access charges and/or universal service ("Regulatory Activity"), Domino Networks reserves the right, at any time and without notice to: (i) pass through to the Customer all, or a portion of, any charges or surcharges directly or indirectly related to such Regulatory Activity; or, (ii) modify the rates, including any rate guarantees, and/or terms and conditions contained in this Tariff to reflect the impact of such Regulatory Activity.

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SECTION 7 - PRICE LIST7.1 Dedicated Leased Line Services

Service	NRC	MRC (Port)
DS-0 Service	\$700	\$700
DS-1 Service		
0-128K Burstable	\$1500	\$895
128-256K Burstable	\$1500	\$1295
256K-384K Burstable	\$1500	\$1695
384K-512K Burstable	\$1500	\$1895
512K and Above Burstable	\$1500	\$1995
1.5M Full Rate	\$1500	\$1695
T3 Service		
3M	\$4500	\$4500
6M	\$4500	\$6900
9M	\$4500	\$9000

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SECTION 7 - PRICE LIST (CONT'D)7.1 Dedicated Leased Line Services (Cont'd)

Service	NRC	MRC (Port)
T3 Service (cont'd)		
12M	\$4500	\$11800
15M	\$4500	\$14700
18M	\$4500	\$17500
21M	\$4500	\$19950
24M	\$4500	\$22500
27M	\$4500	\$24300
30M	\$4500	\$27900
33M	\$4500	\$30400
36M	\$4500	\$33000
39M	\$4500	\$70600
42M	\$4500	\$38000
45M	\$4500	\$40500

NOTE: All Local Loop Access Charges are quoted on an individual case basis. OC-n NRC and MRC port charges are on an individual case basis.

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SECTION 7 - PRICE LIST (CONT'D)7.2 Digital Subscriber Line (DSL) Service

Service	NRC	MRC (Port)
144K IDSL	\$500	\$149
192K SDSL	\$500	\$169
384K SDSL	\$500	\$199
768K SDSL	\$500	\$359
1.1M SDSL	\$500	\$399
1.5M SDSL	\$500	\$459
608K/128K ADSL	\$59.95	\$250
1.5M/384K ADSL	\$89.95	\$250

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SECTION 7 - PRICE LIST (CONT'D)7.3 Remote Dial Service

\$16.95 per user per month (for up to 150 hours of access)

\$2.00 per hour for each hour in excess of 150.

7.4 Internet Gateway Service

Service	NRC	MRC
256K	\$750	\$595
384K	\$750	\$695
512K	\$750	\$850
768K	\$750	\$995
1.5M	\$750	\$1295
3.0M	\$750	\$2499
6.0M	\$750	\$3995
10.0M	\$750	\$5995

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SECTION 7 - PRICE LIST (CONT'D)7.5 Internet Office Service

Service	NRC*	MRC
256K	\$750	\$595
384K	\$750	\$695
512K	\$750	\$850
768K	\$750	\$995
1.5M	\$750	\$1295
3.0M	\$750	\$2499
6.0M	\$750	\$3995
10.0M	\$750	\$5995

*NOTE: Additional startup charges apply for Internet Office based on the number of seats (i.e. devices) being wired. Variable charge per seat is \$120.

359972.1

Issued: January 10, 2001

Effective:

Issued by:

Woody Taylor
Vice President of Regulatory Affairs
Domino Networks Communications, Inc.
2950 Gallows Road
Falls Church, Virginia 22042

EXHIBIT G

Petition of Domino Networks Communications, Inc.
for Competitive Classification

BEFORE THE ARIZONA CORPORATION COMMISSION

In the Matter of Application of)
)
Domino Networks Communications, Inc.)
) Docket No. _____
For a Certificate of Convenience and Necessity)
to Provide Competitive Telecommunications)
Services within the State of Arizona)

**Petition of Domino Networks Communications, Inc.
for
Competitive Classification**

Petitioner, Domino Networks Communications, Inc. (hereinafter "DNC" or "Petitioner"), a Delaware corporation, hereby files this Petition for classification of its proposed services as competitive as part of its Application for a Certificate of Convenience and Necessity ("CCN") to Provide Facilities-Based and Resold Local Exchange, Exchange Access, and Interexchange Telecommunications Service in Arizona.

I. INTRODUCTION

The Commission's rules require that an applicant seeking to provide competitive telecommunications services shall, as part of its Application, "petition the Commission for a determination that the intraLATA service being provided or to be provided is competitive." A.A.C. R14-2-1505.B. Pursuant to A.A.C. R14-2-1108, Petitioner provides the following information.

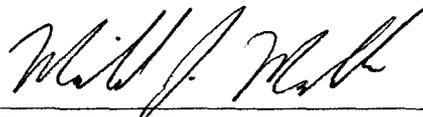
E. Other Indicators of Market Power

Qwest dominates the Arizona local exchange and intraLATA toll markets. It enjoys ubiquitous name recognition and an established business relationship with every customer in the market. However, the success of interexchange competition demonstrates that competitors of Qwest in the local exchange and intraLATA toll market may be designated as competitive.

III. CONCLUSION

For the reasons set forth herein, Domino Networks Communications, Inc. respectfully petitions the Commission to classify DNC's proposed services to be competitive services.

Respectfully submitted,



Russell M. Blau
Michael J. Mendelson
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3000 K Street, NW, Suite 300
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Counsel for Domino Networks Communications, Inc.

Dated: January 9, 2001

II. MARKET CONDITIONS RENDERING DNC' SERVICES COMPETITIVE

A. Description of General Economic Conditions

The market for local exchange and intraLATA toll service in exchanges in which Qwest provides services has been completely dominated by Qwest. The interexchange market enjoys more extensive competition. Competition for all telecommunications services should be expected to increase as new providers enter the market.

B. Number and Market Share of Alternative Providers of the Service

Several competing carriers have entered or will soon enter the Arizona local exchange and intraLATA toll telecommunications market to compete with Qwest, but none are expected to obtain a sizeable market share in the near term. The Federal Communications Commission estimates that incumbent carriers retain control of more than 97% of nationwide switched access lines.² The interexchange market is divided among numerous carriers.

C. Affiliated Alternative Providers of the Service

On September 12, 2000, BroadBand Office Communications, Inc. ("BBOC"), an affiliate of DNC, received authority to provide facilities-based local exchange telecommunications service in the State of Arizona as a competitive carrier. BBOC is a new entrant to the Arizona telecommunications market and, as such, holds no significant share of the telecommunications market.

D. Ability of Alternative Providers to Make Functionally Equivalent or Substitute Services Readily Available at Competitive Rates, Terms, and Conditions

Qwest and alternative providers have the ability to make and will make functionally equivalent or substitute service readily available at competitive rates, terms, and conditions.

² *Report on Local Competition, Federal Communications Commission, Common Carrier Bureau, Industry Analysis Division, December 1998, p.1.*

VERIFICATION

I, Woody Traylor, Vice President of Regulatory Affairs and Assistant Secretary of Domino Networks Communications, Inc., am authorized to make this verification on its behalf. I have read the foregoing Application, Petition and Exhibits and know the contents thereof, and the same is true to the best of my own knowledge, except as to those matters therein stated on information and belief, and as to those matters I believe them to be true.

I declare under penalty of perjury that the foregoing is true and correct.

EXECUTED this 2nd day of January, 2001, at Falls Church, VA.



By: Woody Traylor
Title: Vice President of Regulatory Affairs,
Assistant Secretary
Domino Networks Communications, Inc.

Subscribed and sworn to before me this 2 day of January, 2001.



Notary Public

My Commission Expires July 31, 2004