

**Before the  
Tennessee Regulatory Authority**

IN THE MATTER OF THE APPLICATION OF  
**SYNIVERSE TECHNOLOGIES, INC.**  
FOR CERTIFICATE TO PROVIDE COMPETING  
LOCAL TELECOMMUNICATIONS

)  
) No. 07-00207  
)  
)

Pursuant to applicable Tennessee Statutes and Rules and Regulations of the Tennessee Regulatory Authority and Section 253 of the Federal Telecommunications Act of 1996 ("ACT"), **SYNIVERSE TECHNOLOGIES, Inc. (Syniverse)**, respectfully requests that the Tennessee Regulatory Authority (TRA) grant to Syniverse authority to provide competing local telecommunications services within the State of Tennessee. Syniverse is willing and able to comply with all applicable rules and regulations in Tennessee pertaining to the provision of competing local telecommunications services.

In support of its Application, Syniverse submits the following:

1. Legal name, post office address, telephone and fax number of the applicant corporation are:

Syniverse Technologies, Inc.  
8125 Highwoods Palm Way  
Tampa, Florida 33647-1776  
TN: 813-637-5940  
FX: 813-637-5110  
Toll Free: 800-892-2888

2. Organization Chart of Corporate Structure; including any pertinent acquisition or merger information is attached hereto as **Exhibit A**.

3. Provide a description of the Applicant, which shall include the following:

- (a) Legal name and all assumed names under which the Applicant conducts business, if any;  
Syniverse Technologies, Inc.

- (b) Address of principal office and business office;

8125 Highwoods Palm Way  
Tampa, FL 33647-1776

- (c) Principal office/  
Business office telephone number: 813-637-5000

Fax number: 813-637-5731

Website address: www.syniverse.com

E-mail address: david.robinson@syniverse.com

Toll-free customer service  
Telephone number: 800-892-2888

(d) FCC Carrier Identification Code (CIC) or National Exchange Carriers Association (NECA) Operating Carrier Numbers (OCNs), if available; **OCN – 267B**

(e) Form of business in TENNESSEE (e.g., corporation, partnership, sole proprietorship), Charter/Authorization number, date business was formed and date change was made (if applicable). Provide the State and date in which parent company is registered. *(The Commission requires registration with the Secretary of State for all forms of business, except sole proprietorships.)*

Syniverse Technologies, Inc., a DELAWARE, USA, Foreign Business Corporation, filed with the TENNESSEE Office of the Secretary of State on February 2, 1994. Syniverse certificate of good standing is attached as **Exhibit B.**

(f) Name, address, and office address of each director, officer, or partner;

Syniverse Technologies, Inc. list of Officers and Directors is attached as **Exhibit C.**

(g) Name, address, and office address of each of the five largest shareholders, if not publicly traded;

Our list of five largest shareholders is attached as **Exhibit D.**

(h) Legal name of parent company, if any, and a description of its primary business interests; and,

Syniverse Holdings, LLC is the holding company for Syniverse Technologies, Inc.

(i) Registered Agent: C T Corporation System

Registered Office: c/o C T Corporation System  
530 Gay Street  
Knoxville, Tennessee 37902  
(County of Knox)

4. Financial Qualifications:

In support of its financial qualifications, Syniverse Technologies, Inc. submits the year end balance sheet and income statement as reported in our 2006 SEC Form 10K attached hereto as **Exhibit E.** Syniverse Technologies, Inc. is a leading provider of mission-critical technology services to wireless

telecommunications companies worldwide; we have a 20 year history. We were founded in 1987 as GTE Telecommunication Services Inc., a unit of GTE, to address the industry-wide need for inter-carrier wireless roaming telephone service. As the wireless industry has grown, we have continuously enhanced and extended our service offerings to meet the evolving technology service requirements of the telecommunications industry.

In early 2000, GTE combined our business with its Intelligent Network Services business, a leading Signaling System 7 (“SS7”) network and intelligent network database provider. This combination further enhanced our services suite to include national SS7 signaling and intelligent network database management capabilities. In June 2000, GTE and Bell Atlantic merged to form Verizon Communications. As a result of this transaction, we became an indirect, wholly owned subsidiary of Verizon Communications.

In February 2002, we were acquired by certain members of our senior management team and an investor group led by GTCR Golder Rauner, LLC (“GTCR”). Following the acquisition, we became an independent corporate entity separate from Verizon. Syniverse Holdings, Inc. was a wholly owned subsidiary of Syniverse Holdings, LLC, which was the ultimate parent of the consolidated group of Syniverse entities. In connection with our initial public offering in February 2005, Syniverse Holdings, LLC distributed all of the shares of Class A cumulative redeemable convertible preferred stock and common stock of Syniverse Holdings, Inc. that it owned to its members and subsequently dissolved. Following this dissolution and distribution, Syniverse Holdings, Inc. became the ultimate parent of the consolidated group of Syniverse entities.

Since our acquisition from Verizon, our management team has implemented a number of significant changes in our business to improve our performance and market position.

Neither Syniverse financials nor their projected financials reflect any revenues or expenses associated with reciprocal compensation.

Corporate Surety Bond is provided as **Exhibit F**.

5. Proposed Service Area and Types of Local Exchange Service to be provided.

Syniverse proposes to provide competitive telecommunications services in the local exchange including numbering resources, signaling services and possibly switched voice services. In addition, Syniverse hopes to offer point to point dedicated transport services in the State of Tennessee.

(a) Proposed Service Area:

The applicant proposes to offer its services throughout the State of Tennessee; areas served by AT&T and Sprint, which are designated open to competition. Syniverse intends to offer a broad range of telecommunications through the use of its own facilities, resold facilities, and through a combination of these provisioning methods. Syniverse anticipates collocating electronic equipment to support competitive telecommunications services in the central offices of the ILECs.

(b) Types of local exchange service to be provided:

Syniverse is planning to offer a broad range of services to compete in the local exchange including local numbering resources, private line/private network services, SS7 Signaling services with associated call related databases. Syniverse will work to ensure all services comply with State regulations and public safety requirements including E911.

6. Repair and Maintenance:

Syniverse understands the importance of effective customer service for local service customers. Syniverse has made arrangements to provide its customers a toll free number customer service number 800-892-2888, available 24 hours-per-day 7-days-per-week. In addition, customers may contact the company in writing at its headquarters address, as well as via the web at [www.syniverse.com](http://www.syniverse.com) (see "contact"). The toll free number is provided to all customers via monthly statements. The Tennessee contact person is David Robinson, Manager Public Policy; he can be reached via telephone at 813-637-5940 or email at [david.robinson@syniverse.com](mailto:david.robinson@syniverse.com).

Grant of this application with further the goals of the Tennessee legislature and further the public interest by expanding the availability of competitive telecommunications services in the State of Tennessee. In addition, intrastate offerings of these services will provide Tennessee customers increased efficiencies and cost savings. Authorizing Syniverse to provide competitive local exchange telecommunications services will enhance materially the telecommunications infrastructure in the State of Tennessee and will facilitate economic development.

In particular, the public will benefit directly, through the use of the competitive services to be offered by Syniverse and indirectly, because Syniverse presence in Tennessee will increase the incentives for other telecommunications providers to operate more efficiently, offer more innovative services, reduce their prices, and improve their quality of service. Grant of this Application will further enhance the service options available to Tennessee citizens for the reasons set forth above.

7. Small and Minority-Owned Telecommunications Business Participation Plan (65-5-121) is attached hereto as **Exhibit G**.

8. Syniverse Toll Dialing Parity Plan is attached hereto as **Exhibit H**.

9. Applicant has served notice of this Application to eighteen incumbent local exchange telephone companies in Tennessee with a statement regarding the company's intention of operating geographically. See **Exhibit I** for the list.

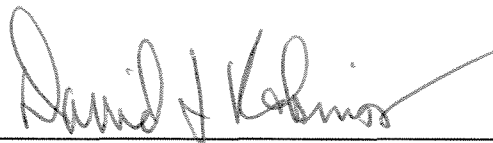
10. Miscellaneous:

- A. Sworn Pre-filed testimony: **Exhibit J**
- B. Numbering Issues: Statement provided as **Exhibit K**
- C. Applicant does not require customer deposits
- D. To date, Syniverse has not been subject to any customer complaints in the states in which we do business.
- E. A copy of our tariff is attached hereto as **Exhibit L**.

WHEREFORE, **SYNIVERSE TECHNOLOGIES, INC.** respectfully requests that the Tennessee Regulatory Authority enter an Order granting it a certificate of public convenience and necessity to operate as a competing telecommunications service provider on a facilities based and resale basis throughout the State of Tennessee in the service areas of AT&T and Sprint and any other ILEC that does not enjoy a rural exemption under Section 251 (f) of the Telecommunications Act of 1996. For the reasons stated above, Syniverse provision of these services would promote the public interest by providing high-quality services at competitive prices and by creating greater economic incentives for the development and improvement for all competing providers.

Respectfully submitted the 6<sup>th</sup> day of August, 2007.

**Syniverse Technologies, Inc.**

By: 

David Robinson  
Manager – Public Policy  
8125 Highwoods Palm Way  
Tampa, Florida 33647-1776  
Office (Direct): 813-637-5940

# Syniverse Affiliated Group

9/5/2007

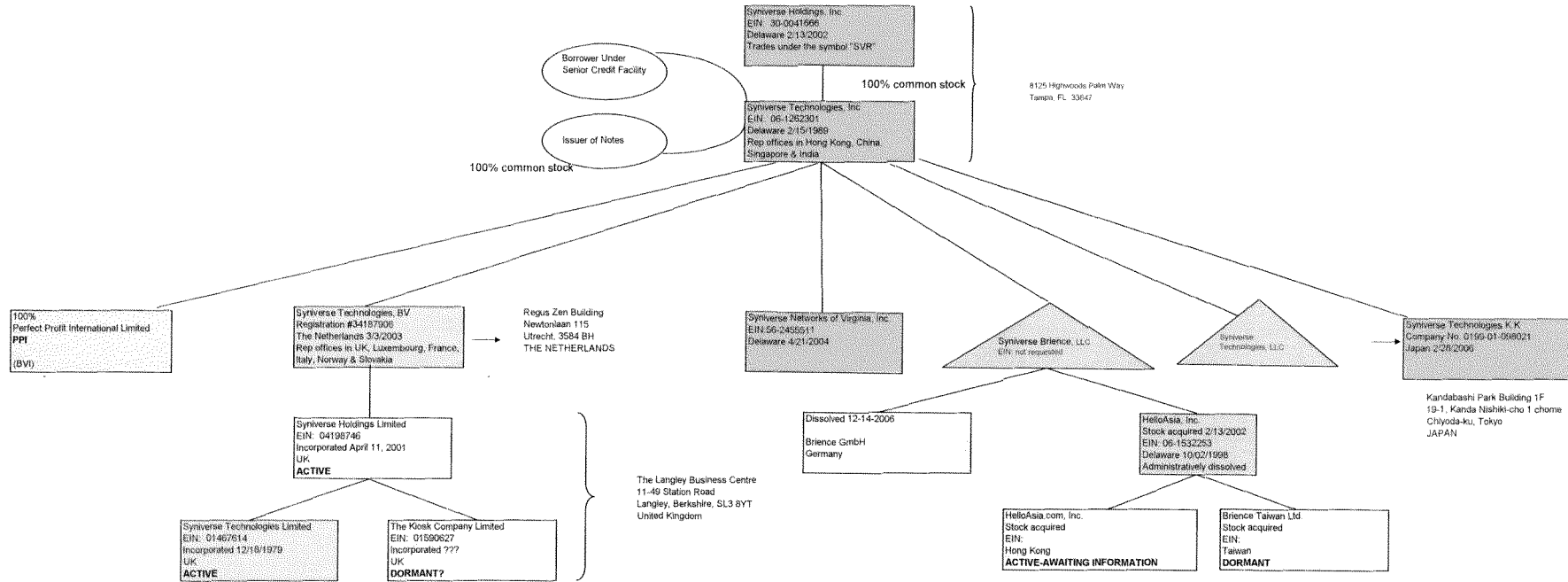


EXHIBIT A

Secretary of State  
Division of Business Services  
312 Eighth Avenue North  
6th Floor, William R. Snodgrass Tower  
Nashville, Tennessee 37243

ISSUANCE DATE: 05/11/2005  
REQUEST NUMBER: 05130102  
TELEPHONE CONTACT: (615) 741-6488

CHARTER/QUALIFICATION DATE: 09/08/1994  
STATUS: ACTIVE  
CORPORATE EXPIRATION DATE: PERPETUAL  
CONTROL NUMBER: 0283603  
JURISDICTION: DELAWARE

TO:  
CFS  
8161 HIGHWAY 100  
#172  
NASHVILLE, TN 37221

REQUESTED BY:  
CFS  
8161 HIGHWAY 100  
#172  
NASHVILLE, TN 37221

CERTIFICATE OF AUTHORIZATION

I, RILEY C DARNELL, SECRETARY OF STATE OF THE STATE OF TENNESSEE DO HEREBY CERTIFY THAT

"SYNIVERSE TECHNOLOGIES, INC.",

A CORPORATION FORMED IN THE JURISDICTION SET FORTH ABOVE, IS AUTHORIZED TO  
TRANSACTION BUSINESS IN THIS STATE;  
THAT ALL FEES, TAXES, AND PENALTIES OWED TO THIS STATE WHICH AFFECT THE  
AUTHORIZATION OF THE CORPORATION HAVE BEEN PAID;  
THAT THE MOST RECENT CORPORATION ANNUAL REPORT REQUIRED HAS BEEN FILED  
WITH THIS OFFICE; AND  
THAT AN APPLICATION FOR CERTIFICATE OF WITHDRAWAL HAS NOT BEEN FILED.

FOR: REQUEST FOR CERTIFICATE

ON DATE: 05/10/05

FROM:  
CFS  
8161 HIGHWAY 100  
#172  
NASHVILLE, TN 37221-0000

RECEIVED: FEES \$100.00 \$0.00  
TOTAL PAYMENT RECEIVED: \$100.00

RECEIPT NUMBER: 00003726963  
ACCOUNT NUMBER: 00101230



*Riley C Darnell*

RILEY C. DARNELL  
SECRETARY OF STATE

EXHIBIT B



## **SYNIVERSE TECHNOLOGIES, INC.**

Incorporated: Delaware, February 15, 1989  
EIN #06-1262301

### **EXECUTIVE BIOGRAPHIES**

**Tony Holcombe** is president and chief executive officer of Syniverse Technologies. He joined the company's Board of Directors in March 2003 and was appointed to his current position in January 2006. Before joining Syniverse, Mr. Holcombe served as president of Emdeon Corp. formerly WebMD, and as president of Emdeon Business Services. Mr. Holcombe has more than 20 years of executive-level experience in the transaction-processing and technology services industry. He was chief executive officer of Valutec Card Solutions and served in various executive positions at Ceridian Corporation, including executive vice president of Ceridian Corporation, president of Ceridian Employer Employee Services and president of Comdata. Mr. Holcombe currently serves on the board of directors of TALX Corporation, Valutec Card Solutions and the Wireless Foundation which initiates philanthropic programs that utilize wireless technologies to help American communities. He also serves on the Executive Committee of the CTIA Executive Board.

**David Hitchcock** became Syniverse's chief financial officer in June 2007. Mr. Hitchcock brings almost 20 years of experience in corporate finance to Syniverse. Prior to his most recent position, he held a wide range of key financial leadership roles, including corporate controller for Lucent Technologies as well as business operations and financial vice president for Lucent Worldwide Services.

**Paul Wilcock** has served as chief technology officer since March 2004. Prior to his current position, he served as vice president of technology from September 2002 to March 2004 and vice president of business development and strategy from August 2001 to September 2002. After joining the company in 1992, Mr. Wilcock also held the titles of assistant vice president of business development and strategy, assistant vice president of marketing, director of product development and support services, and director of enterprise technology. He began his GTE career in 1975 and had positions of increasing responsibility in engineering, operations, marketing and strategy development. Mr. Wilcock graduated with a degree in telecommunications from Leeds College of Engineering and Science in England and earned a master's of business administration degree from Wake Forest University.

**Leigh M. Hennen** became chief human resources officer in August 2006. Ms. Hennen brings to Syniverse more than 30 years of experience in human resources, learning and development, organization development and alignment, change leadership, communications, strategic planning, and integration of mergers and acquisitions. Before joining Syniverse, Ms. Hennen was vice president of human resources for Emdeon Business Services and, prior to that, senior vice president of human resources for Ceridian Human Resource Solutions. Her international experience includes a three-year assignment in the United Kingdom, a one-year assignment in Canada, and human resource responsibilities for employees in France and Costa Rica. Ms. Hennen also is the co-author of two books: Whole-Scale Change: Unleashing the Magic in Organizations and The Whole-Scale Change Toolkit.

**Robert J. Marino** was named Chairman of the Board in December 2006, and has served as a director since February 2004. From August 1998 to February 2003, Mr. Marino served as group president of Convergys Information Management Group. Convergys Corporation was formed by spinning off Cincinnati Bell Information Systems Inc. (CBIS) and MATRIX Marketing Inc. from Cincinnati Bell, Inc. Prior to this, Mr. Marino served as president and chief executive officer of CBIS from October 1996 to August 1998 and chief operating officer of CBIS from November 1995 to October 1996. Prior to joining CBIS, Mr. Marino served as president of the northeast region at Nextel Communications from November 1993 to October 1995. Mr. Marino also held senior management positions at Houston Cellular Telephone Company, Compania de Radiocomunicaciones Moviles in Argentina and Sprint Corporation.

**Odie C. Donald** has served as a director since August 2002. Mr. Donald was a consultant to DIRECTV, Inc., a direct broadcast satellite television service and a unit of Hughes Electronics Corporation, from July 2001 to December 2002. From April 2000 to July 2001, Mr. Donald was president of DIRECTV. From March 1999 to April 2000, he was chief executive officer of Cable & Wireless Caribbean and Atlantic Islands Plc. Prior to that, Mr. Donald spent 25 years with BellSouth Corporation, where he held various positions, including group president of customer operations from 1998 to 1999 and president of Bellsouth Mobility from 1992 to 1998. Mr. Donald serves on the board of directors of Darden Restaurants, Inc.

**David A. Donnini** has served as a director since February 2002. Mr. Donnini is currently a principal of GTCR Golder Rauner, LLC, which he joined in 1991. He previously worked as an associate consultant with Bain & Company. Mr. Donnini earned a bachelor's degree in economics from Yale University and a master of business administration from Stanford University. Mr. Donnini is a director of various companies, including American Sanitary, Cardinal Logistics Management, U.S. Fleet Services, InfoHighway Communications Corporation, InteCap (formerly Technology Dispute & Resolution Consulting), Coinmach Laundry Corporation, Synagro Technologies, International Computer Graphics, Keystone Group, Polymer Group and Polypore.

**John C. Hofmann** has served as a director since November 2004. Mr. Hofmann joined GTCR as an associate in 1999 and became a vice president in 2004. Previously he worked as an analyst at McKinsey & Company. Mr. Hofmann earned a bachelor's degree in history from the University of Pennsylvania and a master's in business administration from Harvard Business School.

**James B. Lipham** has served as a director since February 2005. Mr. Lipham is senior executive vice president and chief financial officer of Total System Services, Inc. (TSYS), majority-owned subsidiary of Synovus. Mr. Lipham joined Synovus Financial Corp., formerly Columbus Bank and Trust Company Bancshares, Inc., in 1984 as vice president and assistant treasurer of the financial division. In December 1987, he transferred to TSYS as treasurer where he later became executive vice president and CFO. Prior to joining Synovus Financial Corp., Mr. Lipham was senior vice president and CFO of First Federal Savings and Loan in Columbus, Ga. Prior to First Federal, he was employed with Ernst & Whinney as a senior accountant. A graduate of West Georgia College, Lipham earned a bachelor's degree in business administration. Mr. Lipham serves on the Board of Directors for Columbus Productions, Inc., ProCard, Inc. and Vital Processing Services. He is also a member of the Board of Trustees of the State University of West Georgia Foundation and the Board of Directors of the Columbus Area Habitat for Humanity, Inc.

**Jack Pearlstein** has served as director since February 2005. Mr. Pearlstein served as chief financial officer, treasurer and secretary of DigitalNet Holdings, Inc. from September 2001 to October 2004, when DigitalNet Holdings, Inc. was acquired by BAE Systems, North America. From September 2000 to July 2001, Mr. Pearlstein served as chief financial officer of Commerce One, Inc.'s Global Services division, which he joined in September 2000 when Commerce One, Inc. acquired AppNet, Inc. From July 1998 to September 2000, Mr. Pearlstein served as AppNet's senior vice president; and from May 1999 to September 2000, Mr. Pearlstein served as AppNet's chief financial officer and treasurer. From November 1996 until July 1998, Mr. Pearlstein was a managing director and principal of Foxhall Capital, LLC. Mr. Pearlstein has a bachelor's degree from New York University and a master's of business administration from the George Washington University.

**Collin E. Roche** has served as a director since February 2002. Mr. Roche is a principal of GTCR Golder Rauner, LLC, which he joined in 1996. Previously, Mr. Roche worked as an investment banking analyst at Goldman, Sachs & Co. and as an associate at Everen Securities. He received a bachelor's degree in political economy from Williams College. He also holds a master's of business administration from Harvard Business School. Mr. Roche serves on the board of directors of Transaction Network Services, InfoHighway Communications Corporation, TransFirst Holdings, Skylight Financial and Verifone.

## Syniverse Technologies, Inc. – Largest Shareholders

The following table sets forth certain information regarding the beneficial ownership of Syniverse LLC as of March 15, 2004 by: (i) each person or entity known to us to own more than 5% of any class of Syniverse LLC's outstanding securities and (ii) each member of our board of managers, each of our named executive officers and all members of the board of managers and executive officers as a group. Syniverse LLC's outstanding securities consisted of approximately 90,640,541 Common Units, 252,367.50 Class B Preferred Units and no Class A Preferred Units as of March 15, 2004. The following table sets forth information regarding the beneficial ownership of Syniverse LLC rather than us because Syniverse LLC owns 100% of Syniverse Inc.'s outstanding capital stock and Syniverse Inc. owns 100% of our capital stock. To our knowledge, each of such securityholders has sole voting and investment power as to the units shown unless otherwise noted. Beneficial ownership of the securities listed in the table has been determined in accordance with the applicable rules and regulations promulgated under the Exchange Act.

Name	Securities Beneficially Owned(1)			
	Number of Common Units	Percentage of Common Units	Number of Preferred Units	Percentage of Preferred Units
<b>Principal Securityholders:</b>				
GTCR Fund VII, L.P.(2)(3)	69,299,335.43	76.5%	220,971.00	87.6%
GTCR Fund VII/A, L.P.(2)(3)	69,299,335.43	76.5	220,971.00	87.6
GTCR Co-Invest, L.P.(2)(3)	69,299,335.43	76.5	220,971.00	87.6
GTCR Capital Partners, L.P.(2)(3)	69,299,335.43	76.5	220,971.00	87.6
Snowlake Investment Pte. Ltd.(4)	9,165,309.28	10.1	29,258.79	11.6
<b>Managers and Executive Officers:</b>				
G. Edward Evans(5)	6,475,887.65	7.1	1,979.35	*
David A. Donnini(2)(3)	69,299,335.43	76.5	220,971.00	87.6
Collin E. Roche(2)(3)	69,299,335.43	76.5	220,971.00	87.6
Raymond L. Lawless(5)	900,900.90	1.0	—	—
Paul A. Wilcock (5)	585,585.59	*	—	—
Linda Hermansen(5)	405,405.41	*	—	—
Eugene Bergen Henegouwen(6)	270,270.27	*	—	—
Odie C. Donald(7)	—	—	—	—
Tony G. Holcombe(8)	—	—	—	—
Robert J. Marino(9)	—	—	—	—
All managers and executive officers as a group (17 persons)	81,180,628.49	89.6%	222,950.35	88.3%

\* Less than 1%

- (1) Pursuant to Rule 13d-3 under the Securities Exchange Act of 1934, as amended, a person has beneficial ownership of any securities as to which such person, directly or indirectly, through any contract, arrangement, undertaking, relationship or otherwise has or shares voting power and/or investment power and as to which such person has the right to acquire such voting and/or investment power within 60 days.

Source: Syniverse 10K, Securities Exchange Commission

## **EXHIBIT D**

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### Results of Operations

#### *Comparison of 2006 and 2005*

The following table presents an overview of our results of operations for the years ended December 31, 2006 and 2005:

	Year Ended December 31, 2005	% of Revenues	Year Ended December 31, 2006 (dollars in thousands)	% of Revenues	2006 vs. 2005 \$	\$ Change %
<b>Revenues:</b>						
Technology Interoperability Services	\$ 108,429	31.7%	\$ 138,655	41.1%	\$ 30,226	27.9%
Network Services	132,120	38.7%	124,832	37.0%	(7,288)	(5.5)%
Number Porting Services	50,836	14.9%	28,766	8.5%	(22,070)	(43.4)%
Call Processing Services	28,619	8.4%	29,315	8.7%	696	2.4%
Enterprise Solutions	11,026	3.2%	7,289	2.2%	(3,737)	(33.9)%
<b>Revenues excluding Off-Network Data Base</b>						
Query Fees	331,030	96.9%	328,857	97.6%	(2,173)	(0.7)%
Off-Network Database Query Fees	10,761	3.1%	8,162	2.4%	(2,599)	(24.2)%
<b>Total revenues</b>	<b>341,791</b>	<b>100.0%</b>	<b>337,019</b>	<b>100.0%</b>	<b>(4,772)</b>	<b>(1.4)%</b>
<b>Costs and expenses:</b>						
Cost of operations	129,190	37.8%	134,641	40.0%	5,451	4.2%
Sales and marketing	23,344	6.8%	25,446	7.6%	2,102	9.0%
General and administrative	49,396	14.5%	58,508	17.4%	9,112	18.4%
Depreciation and amortization	46,815	13.7%	41,172	12.2%	(5,643)	(12.1)%
Restructuring	143	0.0%	1,006	0.3%	863	603.5%
	<u>248,888</u>	<u>72.8%</u>	<u>260,773</u>	<u>77.4%</u>	<u>11,885</u>	<u>4.8%</u>
<b>Operating income</b>	<b>92,903</b>	<b>27.2%</b>	<b>76,246</b>	<b>22.6%</b>	<b>(16,657)</b>	<b>(17.9)%</b>
<b>Other income (expense), net:</b>						
Interest income	1,957	0.6%	1,824	0.5%	(133)	(6.8)%
Interest expense	(34,647)	(10.2)%	(27,328)	(8.1)%	7,319	(21.1)%
Loss on extinguishment of debt	(42,804)	(12.5)%	(924)	(0.3)%	41,880	(97.8)%
Other, net	1,436	0.4%	332	0.1%	(1,104)	(76.9)%
	<u>(74,058)</u>	<u>(21.7)%</u>	<u>(26,096)</u>	<u>(7.7)%</u>	<u>47,962</u>	<u>(64.8)%</u>
<b>Income before provision for (benefit from) income taxes</b>	<b>18,845</b>	<b>5.5%</b>	<b>50,150</b>	<b>14.9%</b>	<b>31,305</b>	<b>166.1%</b>
Provision for (benefit from) income taxes	9,041	2.6%	(39,574)	(11.7)%	(48,615)	(537.7)%
<b>Net income</b>	<b>9,804</b>	<b>2.9%</b>	<b>89,724</b>	<b>26.6%</b>	<b>79,920</b>	<b>815.2%</b>
Preferred stock dividends	(4,195)	(1.2)%	—	0.0%	4,195	(100.0)%
<b>Net income attributable to common stockholders</b>	<b>\$ 5,609</b>	<b>1.7%</b>	<b>\$ 89,724</b>	<b>26.6%</b>	<b>\$ 84,115</b>	<b>1499.6%</b>

#### **Revenues**

Total revenues decreased \$4.8 million to \$337.0 million for the year ended December 31, 2006 from \$341.8 million for 2005. Excluding Off-Network Database Query Fees, which decreased \$2.6 million for the year ended December 31, 2006, total revenues decreased \$2.2 million for the year ended December 31, 2006. The

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decrease in revenues was primarily due to decreases in our Number Portability Services due to the Sprint migration of the number portability error resolution services and decreases in Network Services, Enterprise Solutions and Off-Network Database Query Fees, offset in part, by increases in Technology Interoperability Services, which includes the addition of revenues from our acquisition of ITHL, and Call Processing Services.

*Technology Interoperability Services* revenues increased \$30.2 million to \$138.7 million for the year ended December 31, 2006 from \$108.4 million for 2005. The increase in revenues was primarily due to organic volume growth in our wireless clearinghouse services and SMS services, and the addition of revenues from our acquisition of ITHL, partially offset by a decline in revenues due to a competitive pricing environment and a decline in per-transaction fees pursuant to our volume-based and service bundling pricing strategy for certain services.

During the preparation of our 2006 annual financial statements, we discovered a customer billing error related to one of our services. As a result, we determined that our revenues were overstated during the period from October 2005 to September 2006 by \$2.4 million, of which \$0.1 million related to the fourth quarter of 2005. We reviewed the impact of the error on the fourth quarter of 2005 and through the third quarter of 2006 and concluded that the cumulative impact of the error was not material to the previously reported quarters. As a result, we have recorded the full amount of the error in the fourth quarter of 2006.

*Network Services* revenues decreased \$7.3 million to \$124.8 million for the year ended December 31, 2006 from \$132.1 million for 2005. The decrease in revenues was primarily due to the migration off our services platform by some of our customers and price concessions commensurate with our volume-based and service bundling pricing strategy for certain of our services and a competitive pricing environment. In addition, two of our SS7 customers have substantially completed the process of replacing our SS7 network solution. This replacement has resulted in the reduction of 2006 network services revenues by \$6.3 million. We expect network services revenues to be at least \$10.0 million lower in 2007 compared to 2006, given the impact of these two specific customer migrations and a continued competitive pricing environment.

*Number Portability Services* revenues decreased \$22.1 million to \$28.8 million for the year ended December 31, 2006 from \$50.8 million for 2005. The decrease in revenues was primarily due to lower port center activity related to the Sprint migration. During the fourth quarter of 2004, we received notice from Sprint of its intention to move number portability error resolution services provided by us to its own internal platforms effective May 24, 2005. We continued to provide limited number portability error resolution services to Sprint until December 31, 2005. In April 2005, we signed a transitional support services agreement with Sprint to assist in its migration of the number portability error resolution services to its internal platforms. We accelerated the amortization of deferred Sprint implementation fees and the associated deferred Sprint implementation costs to fully amortize these ratably over the year ended December 31, 2005. We also amortized the transition fee over the 2005 fiscal year. After 2005, we no longer received revenues from Sprint for these services. We expect to continue providing Sprint with number portability services other than number portability error resolution services. The Sprint migration reduced total 2006 revenues by \$19.3 million, excluding the effect of any new or expanded services. We expect number portability services revenues to decrease approximately 10.0% in 2007. This decrease is attributable to contract renewals concluded in late 2006 and early 2007, offset in part by expected revenue from new customers.

*Call Processing Services* revenues increased \$0.7 million to \$29.3 million for the year ended December 31, 2006 from \$28.6 million for 2005. The increase in revenues was attributable to increased international roaming volumes driven by increased demand for our signaling solutions services, offset in part by a reduction of our traditional call processing solution. We expect call processing services revenues to decrease approximately 10.0% in 2007. This expected decrease is due to the continued migration of customers off the fraud prevention services that are near the end of their service life cycle.

*Enterprise Solutions Services* revenues decreased \$3.7 million to \$7.3 million for the year ended December 31, 2006 from \$11.0 million for 2005. The decrease in revenues was primarily due to a lower number

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of subscribers on our enterprise wireless data management platform. We expect a revenue decline of approximately the same amount in 2007.

*Off-Network Database Queries* revenues decreased \$2.6 million to \$8.2 million for the year ended December 31, 2006 from \$10.8 million for 2005. The decrease in revenues was primarily driven by customers moving to direct access and billing arrangements with third-party intelligent network database providers. We pass these off-network database query fees onto our customers, with little or no margin, based upon the charges we receive from the third-party database providers. We expect this decline to continue.

### ***Expenses***

*Cost of operations* increased \$5.5 million to \$134.6 million for the year ended December 31, 2006 from \$129.2 million for 2005. The increase was primarily due to operational costs associated with our acquisition of ITHL, partially offset by a decrease in operational costs related to our number porting services primarily due to the Sprint migration and decreases in our off-network database queries services.

*Sales and marketing expenses* increased \$2.1 million to \$25.4 million for the year ended December 31, 2006 from \$23.3 million for 2005. The increase is primarily due to sales and marketing expenses related to our acquisition of ITHL, higher employee-related costs for international expansion and increased trade show expenses.

*General and administrative expenses* increased \$9.1 million to \$58.5 million for the year ended December 31, 2006 from \$49.4 million for 2005. This increase was primarily due to \$5.3 million related solely to the relocation of our corporate headquarters, including \$1.3 million associated with the early lease termination of our former corporate headquarters, \$1.7 million related to higher product development expenses, \$0.4 million in costs associated with our litigation settlements, expenses associated with our acquisition of ITHL and expenses associated with operating as a public company.

*Depreciation and amortization* expenses decreased \$5.6 million to \$41.2 million for the year ended December 31, 2006 from \$46.8 million for 2005. The decrease was primarily due to lower amortization of intangible assets associated with the Verizon Revenue Guarantee agreement which expired in December 2005 and lower amortization expense related to a certain intangible asset associated with the IOS North America customer base, offset in part by additional amortization of intangible assets from our acquisition of ITHL. Included in our depreciation and amortization expenses for the year ended December 31, 2006 and 2005 is approximately \$17.8 million and \$24.4 million, respectively, in amortization related to intangible assets recorded in purchase accounting due to our February 2002 acquisition from Verizon, our December 2003 acquisition of Syniverse Holdings Limited (formerly Softwright Holdings, LTD), our September 2004 acquisition of IOS North America and our June 2006 acquisition of ITHL.

*Restructuring* expense was \$1.0 million and \$0.1 million for the years ended December 31, 2006 and 2005, respectively. In February 2006, we completed a restructuring plan in our marketing group resulting in the termination of eight employees. As a result, we incurred \$0.3 million in severance related costs. In August 2006, we completed a restructuring plan in our operations and marketing groups, resulting in the termination of thirty employees. As a result, we incurred \$0.7 million in severance related costs.

### ***Other***

*Interest income* decreased \$0.1 million to \$1.8 million for the year ended December 31, 2006 from \$1.9 million for 2005 primarily due to interest income earned on lower average cash balances.

*Interest expense* decreased \$7.3 million to \$27.3 million for the year ended December 31, 2006 from \$34.6 million for 2005. The decrease was primarily a result of our recapitalization occurring in the first quarter of

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## **Table of Contents**

2005 in connection with our initial public offering, which lowered our average outstanding debt balance and interest rate, and the refinancing of our remaining 12<sup>3</sup>/<sub>4</sub>% senior subordinated notes due 2009 in the third quarter of 2005.

*Loss on extinguishment of debt* was \$0.9 million and \$42.8 million for the years ended December 31, 2006 and 2005, respectively. In February 2006, we redeemed all outstanding 12<sup>3</sup>/<sub>4</sub>% senior subordinated notes due 2009 resulting in a prepayment premium of \$0.9 million. In February 2005, we recognized \$23.8 million on the early extinguishment of debt related to our previous senior credit facility and the repurchase of \$85.8 million of our 12<sup>3</sup>/<sub>4</sub>% senior subordinated notes due 2009. The loss included a non-cash write-off of \$6.0 million of unamortized deferred financing costs and \$5.4 million of unamortized debt discount relating to the previous senior credit facility and the repurchased portion of the 12<sup>3</sup>/<sub>4</sub>% senior subordinated notes due 2009, as well as a \$12.4 million cash charge related to the prepayment premium on the repurchased portion of the 12<sup>3</sup>/<sub>4</sub>% senior subordinated notes due 2009. In August 2005, we recognized \$19.0 million on the early extinguishment of debt related to the tender of \$144.8 million of our 12<sup>3</sup>/<sub>4</sub>% senior subordinated notes due 2009. The loss includes a non-cash write-off of \$2.6 million of unamortized deferred financing costs and \$1.6 million of unamortized debt discount, as well as a \$14.3 million cash charge related to the prepayment premium and \$0.5 million of other costs.

*Other, net* decreased \$1.1 million to \$0.3 million for the year ended December 31, 2006 from \$1.4 million for 2005, and is comprised of non-operating revenues and gains from the sale of marketable securities.

*Provision for income taxes* was \$9.0 million for the year ended December 31, 2005. *Benefit from income taxes* was \$39.6 million for the year ended December 31, 2006. During the year ended December 31, 2006, we reversed a significant portion of our net deferred tax asset valuation allowance. The valuation allowance, originally established in 2003, and adjusted annually thereafter, was recorded because the realization of those deferred tax assets did not meet the more-likely-than-not criteria under Statement of Financial Accounting Standards No. 109, *Accounting for Income Taxes* (SFAS 109). Based upon an evaluation of our most recent seven quarters of profitability and our expectations of continued net income, a tax benefit for the deferred tax assets was recognized in the fourth quarter as we determined that we have met the more-likely-than not criteria related to those deferred tax assets. The benefit reduced our estimated annual effective tax rate to approximately (78.9)%. As of December 31, 2006, based upon our judgment, we will continue to maintain a valuation allowance for certain other deferred tax assets primarily associated with foreign and state net operating loss carry-forwards and capital loss carry forwards.

*Preferred stock dividends* were \$4.2 million for the year ended December 31, 2005. The undeclared and unpaid preferred dividends relate to the 10% preferred yield on Syniverse Inc.'s class A cumulative redeemable convertible preferred stock issued on February 14, 2002. On February 15, 2005, we redeemed 124,876 shares of our class A cumulative redeemable convertible preferred stock, including accrued and unpaid dividends, at a liquidation value of \$176.5 million with proceeds received from our initial public offering. On March 28, 2005, pursuant to the terms of our second amended and restated certificate of incorporation, all of our outstanding shares of class A cumulative redeemable convertible preferred stock were converted into 10,209,598 shares of our common stock based upon the liquidation value (plus accrued and unpaid dividends) of the class A cumulative redeemable convertible preferred stock using the initial public offering price of \$16 per share. We had no shares of class A cumulative redeemable preferred stock outstanding as of December 31, 2006.

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## CONSOLIDATING BALANCE SHEET AS OF DECEMBER 31, 2006

	Syniverse Inc.	Syniverse	Subsidiary Guarantors	Subsidiary Non-Guarantors	Eliminations	Consolidated
<b>ASSETS</b>						
Current assets:						
Cash	\$ 41	\$ 18,920	\$ —	\$ 7,743	\$ —	\$ 26,704
Accounts receivable, net of allowances	—	57,090	—	12,073	—	69,163
Accounts receivable—affiliates	95	7,395	417	—	(7,907)	—
Prepaid and other current assets	—	5,274	—	4,863	—	10,137
Total current assets	136	88,679	417	24,679	(7,907)	106,004
Property and equipment, net	—	41,860	—	1,020	—	42,880
Capitalized software, net	—	45,352	—	6,451	—	51,803
Deferred costs, net	—	4,842	—	—	—	4,842
Goodwill	—	361,239	—	32,423	—	393,662
Identifiable intangibles, net:	—	178,047	—	4,207	—	182,254
Other assets	—	2,702	—	—	—	2,702
Investment in subsidiaries	414,704	47,671	—	—	(462,375)	—
Total assets	\$ 414,840	\$ 770,392	\$ 417	\$ 68,780	\$ (470,282)	\$ 784,147
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>						
Current liabilities:						
Accounts payable	\$ 30	\$ 7,421	\$ —	\$ 1,140	\$ —	\$ 8,591
Accounts payable—affiliates	—	—	—	7,907	(7,907)	—
Accrued payroll and related benefits	16	3,742	—	1,384	—	5,142
Accrued interest	—	5,206	—	—	—	5,206
Other accrued liabilities	—	27,269	—	9,192	—	36,461
Current portion of Term Note B	—	1,393	—	—	—	1,393
Total current liabilities	46	45,031	—	19,623	(7,907)	56,793
Long-term liabilities:						
Deferred tax liabilities	—	—	—	1,900	—	1,900
7 3/4% Senior Subordinated Notes due 2013	—	175,000	—	—	—	175,000
Term Note B	—	135,168	—	—	—	135,168
Other long-term liabilities	—	489	—	3	—	492
Total long-term liabilities	—	310,657	—	1,903	—	312,560
Stockholders' equity:						
Common stock	68	—	116,630	31	(116,661)	68
Additional paid-in capital	459,125	459,075	—	47,153	(506,228)	459,125
Accumulated deficit	(44,777)	(44,777)	(116,213)	(336)	161,326	(44,777)
Accumulated other comprehensive income	406	406	—	406	(812)	406
Less treasury stock, at cost	(28)	—	—	—	—	(28)
Total stockholders' equity	414,794	414,704	417	47,254	(462,375)	414,794
Total liabilities and stockholders' equity	\$ 414,840	\$ 770,392	\$ 417	\$ 68,780	\$ (470,282)	\$ 784,147



DAVID J. ROBINSON  
MANAGER – PUBLIC POLICY  
SYNIVERSE TECHNOLOGIES, INC.  
ONE TAMPA CITY CENTER #700  
TAMPA, FL 33602  
TN: (813) 273-3307  
FX: (813) 273-3077  
EMAIL: [DAVID.ROBINSON@SYNIVERSE.COM](mailto:DAVID.ROBINSON@SYNIVERSE.COM)

June 16<sup>th</sup> –  
May 31, 2005

Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243-0505

RE: Docket No. 03-00549 -- Application for Certificate to Resell Private Line Services in the State of Tennessee by Syniverse Networks, Inc.; Notice of Name Change from Syniverse Networks, Inc. to Syniverse Technologies, Inc.

Dear Ms. Fulton:

Per your request, attached please find our original revised Surety Bond reflecting the name change. Please review this information, I am available to answer any questions or provide additional information. I believe this information satisfies Commission requirements to facilitate our name change.

Sincerely,

A handwritten signature in black ink, appearing to read "David J. Robinson", with a long horizontal flourish extending to the right.

David J. Robinson  
Syniverse Technologies, Inc.

ATTACHMENTS

Exhibit F

General Purpose Rider  
Platte River Insurance Company and Capitol Indemnity Corporation  
Bond #40071382

TO BE ATTACHED TO AND FORM PART OF BOND NO. 40071382 bearing the original effective date of the bond as September 4, 2003, issued by Platte River Insurance Company and Capitol Indemnity Corporation, a Nebraska and Wisconsin corporation, as Surety, in the amount of Twenty Thousand and 00/100 Dollars (\$20,000.00) on behalf of Syniverse Networks, Inc. , as Principal and in favor of State of Tennessee, as Obligee.

Now, therefore, it is agreed that:

The principal's name is changed

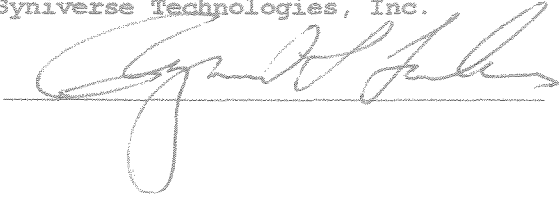
from: Syniverse Networks, Inc.

to: Syniverse Technologies, Inc.

IT IS FURTHER UNDERSTOOD AND AGREED that all other terms and conditions of this bond shall remain unchanged.

SIGNED, SEALED, AND DATED 8th day of April, 2005.

Syniverse Technologies, Inc.



Platte River Insurance Company and  
Capitol Indemnity Corporation  
866-509-7322

  
John R Neu, Attorney In Fact

PLATTE RIVER INSURANCE COMPANY  
POWER OF ATTORNEY

41025348

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Madison, Wisconsin, does make, constitute and appoint

----- JOHN R. NEU, DIANE SIDEBOTHAM OF TAMPA, FL -----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED \$2,500,000.00 -----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, and Executive Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the Corporation; the signature of such officers and seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested by its Executive Vice President, this 7th day of July, 2004.

Attest:

*James J. McIntyre*  
James J. McIntyre  
Executive Vice President



PLATTE RIVER INSURANCE COMPANY

*David F. Pauly*  
David F. Pauly  
President and CEO

STATE OF WISCONSIN } S.S.:  
COUNTY OF DANE

On the 8th day of January, 2002 before me personally came David F. Pauly, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Dane, State of Wisconsin; that he is President and CEO of PLATTE RIVER INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



CERTIFICATE

*Kathleen A. Paulson*

Kathleen A. Paulson  
Notary Public, Dane Co., WI  
My Commission Expires 10-15-2006

STATE OF WISCONSIN } S.S.:  
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Madison, State of Wisconsin this 8th day of April, 2005.



*James W. Smirz*  
James W. Smirz  
Assistant Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

PR-001 (7-04)

CAPITOL INDEMNITY CORPORATION  
POWER OF ATTORNEY

60032557

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Madison, Wisconsin, does make, constitute and appoint

----- JOHN R. NEU, DIANE SIDEBOTHAM, MELANIE ZAFAR OR DENISE TAYLOR OF TAMPA, FL -----

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED \$2,500,000.00 -----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION on the 1st day of June, 1999.

"RESOLVED, that the President and Vice President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and the seal of the Company may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused its official seal to be hereunto affixed, and these presents to be signed by its President this 1st day of June, 1999.

Attest:

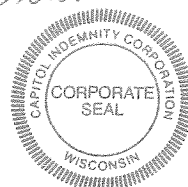
*Virgeline M. Schulte*

Virgeline M. Schulte  
Secretary

STATE OF WISCONSIN        }  
                                      } s.s.: Madison  
COUNTY OF DANE         }

CAPITOL INDEMNITY CORPORATION

*George A. Fait*  
George A. Fait  
President



On this 1st day of June, A.D., 1999 before me personally came George A. Fait, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Dane, State of Wisconsin; that he is the President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

STATE OF WISCONSIN        }  
                                      } s.s.: Madison  
COUNTY OF DANE         }

CAPITOL INDEMNITY CORPORATION

*Jane F. Endres*  
Jane F. Endres  
Notary Public, Dane Co., WI  
My Commission Expires March 23, 2003



I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION a Wisconsin corporation authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at the city of Madison, in the State of Wisconsin, dated the 8th day of April 2005

*Richard W. Allen, III*  
Richard W. Allen, III  
Vice President

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREY SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK-HOLD AT AN ANGLE TO VIEW. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT, YOU ARE URGED TO CONTACT OUR POWER OF ATTORNEY CUSTODIAN AT 1-800-394-7806.



DAVID J. ROBINSON  
MANAGER – PUBLIC POLICY  
SYNIVERSE TECHNOLOGIES, INC.  
ONE TAMPA CITY CENTER #700  
TAMPA, FL 33602  
TN: (813) 273-3307  
FX: (813) 273-3595  
EMAIL: [DAVID.ROBINSON@SYNIVERSE.COM](mailto:DAVID.ROBINSON@SYNIVERSE.COM)

June 30, 2005

Tennessee Regulatory Authority  
c/o Ms. Linda Dixon  
460 James Robertson Parkway  
Nashville, TN 37243-0505

RE: Docket No. 03-00549 -- Certificate to Resell Private Line Services in the State of Tennessee by Syniverse Technologies, Inc.; Small and Minority-Owned Telecommunications Business Participation Plan

Dear Ms. Dixon:

Per the request of the Tennessee Regulatory Authority, attached please find our original plus one (1) copy of the Small and Minority-Owned Telecommunications Business Participation Plan for Syniverse Technologies, Inc. Please review this information, I am available to answer any questions or provide additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "David J. Robinson", with a long horizontal line extending from the end of the signature.

David J. Robinson  
Syniverse Technologies, Inc.

ATTACHMENTS

Exhibit G

**SYNIVERSE TECHNOLOGIES, INC.**

**SMALL AND MINORITY-OWNED TELECOMMUNICATIONS**  
**BUSINESS PARTICIPATION PLAN**

Pursuant to T.C.A. §65-5-212, as amended, Syniverse Technologies, Inc. (“SYNIVERSE”) submits this small and minority-owned Telecommunications business participation plan (the “Plan”) along with its Application for a Certificate of Public Convenience and Necessity to resell private line services in Tennessee.

## **I. PURPOSE**

The purpose of §65-5-212 is to provide opportunities for small and minority-owned businesses to provide goods and services to Telecommunications service providers. SYNIVERSE is committed to the goals of §65-5-212 and to taking steps to support the participation of small and minority-owned Telecommunications businesses in the Telecommunications industry. SYNIVERSE will endeavor to provide opportunities for small and minority-owned Telecommunications businesses to compete for contracts and subcontracts for goods and services. As part of its procurement process, SYNIVERSE will make efforts to identify and inform minority-owned and small businesses that are qualified and capable of providing goods and services to SYNIVERSE of such opportunities. SYNIVERSE representatives have already contacted the Department of Economic and Community Development, the administrator of the small and minority-owned Telecommunications assistance program, to obtain a list of qualified vendors. Moreover, SYNIVERSE will seek to increase awareness of such opportunities so that companies not otherwise identified will have sufficient information to participate in the procurement process.

## **II. DEFINITIONS**

As defined in §65-5-212; *Minority-Owned Business*. Minority-owned business shall mean a business which is solely owned, or at least fifty-one percent (51%) of the assets or outstanding stock of which is owned, by an individual who personally manages and controls daily operations of such business, and who is impeded from normal entry into the economic mainstream because of race, religion, sex or national origin and such business has annual gross receipts of less than four million dollars (\$4,000,000). *Small*

*Business.* Small Business shall mean a business with annual gross receipts of less than four million dollars (\$4,000,000).

### **III. ADMINISTRATION**

SYNIVERSE's Plan will be overseen and administered by the individual named below, hereinafter referred to as the Administrator, who will be responsible for carrying out and promoting SYNIVERSE's full efforts to provide equal opportunities for small and minority owned businesses. The Administrator of the Plan will be:

Cena Paxton  
Syniverse Technologies, Inc.  
One Tampa City Center, Suite 700  
Tampa, Florida  
Telephone: 813-273-3161  
Facsimile: 813-273-3430

The Administrator's responsibilities will include:

- (1) Maintaining an updated Plan in full compliance with §65-5-212 and the rules and orders of the Tennessee Regulatory Authority.
- (2) Establishing and developing policies and procedures necessary for the successful implementation of the Plan.
- (3) Preparing and submitting such forms as may be required by the Tennessee Regulatory Authority, including the filing of required annual updates.
- (4) Serving as the primary liaison to and cooperate with the Tennessee Regulatory Authority, other agencies of the State of Tennessee, and small and minority-owned businesses to locate and use qualified small and minority-owned businesses as defined in §65-5-212.
- (5) Searching for and developing opportunities to use small and minority-owned businesses and encouraging such businesses to participate in and bid on contracts and subcontracts.
- (6) Providing records and reports and cooperate in any authorized surveys as required by the Tennessee Regulatory Authority.
- (7) Establishing a record-keeping system to track qualified small and minority-owned businesses and efforts to use such businesses.

- (8) Providing information and educational activities to persons within SYNIVERSE and training such persons to seek out, encourage, and promote the use of small and minority-owned businesses.

In performance of these duties, the Administrator will utilize a number of resources, including:

Chambers of Commerce

The Tennessee Department of Economic and Community Development

The United States Department of Commerce

Small Business Administration

Office of Minority Business

The National Minority Supplier Development Counsel

The National Association of Women Business Owners

The National Association of Minority Contractors

Historically Black Colleges, Universities, and Minority Institutions

The efforts to promote and ensure equal opportunities for small and minority-owned businesses are primarily spelled out in the Administrator's duties above. Additional efforts to provide opportunities to small and minority-owned businesses will include offering, where appropriate and feasible, small and minority-owned businesses assistance with technical, insurance, bonding, licensing, production, and deadline requirements.

#### **IV. RECORDS AND COMPLIANCE REPORTS**

SYNIVERSE will maintain records of qualified small and minority-owned business and efforts to use the goods and services of such businesses. In addition, SYNIVERSE will maintain records of educational and training activities conducted or attended and of the internal procurement procedures adopted to support this plan.

SYNIVERSE will submit records and reports required by the Tennessee Regulatory Authority concerning the Plan. Moreover, SYNIVERSE will cooperate fully with any surveys and studies required by the Tennessee Regulatory Authority.

Syniverse Technologies, Inc.

By: 

Robert Garcia, Esq.

Vice President and General Counsel

Syniverse Technologies, Inc.

Dated: June 30, 2005

## **Syniverse Technologies, Inc.**

### **INTRALATA TOLL DIALING PARITY IMPLEMENTATION PLAN**

#### **1. Purpose**

Syniverse Technologies, Inc. describes herein the process for implementing IntraLATA toll dialing parity (PLAN) in its exchanges located in the State of Tennessee. The intent of this plan is to provide a proposal that, upon implementation, would provide customers with the ability to pre-select the telecommunications carrier of their choice for routing their 1+intraLATA toll calls.

#### **2. IntraLATA Environment**

Syniverse Technologies, Inc. is implementing 1+IntraLATA toll calling. Implementation of 1+intraLATA toll dialing parity will permit our customers to pre-select the carrier of their choice to provide 1+IntraLATA long distance services.

#### **3. Implementation Schedule**

Syniverse Technologies, Inc. will implement 1+IntraLATA toll dialing parity coincident with the approval of its Information tariff. Each customer will be notified of availability of the Plan by bill inserts in their first billing.

#### **4. Carrier Selection Process**

Syniverse Technologies, Inc. will implement a full 2-PIC carrier selection methodology. With the full 2\_PIC methodology, customers will be able to pre-subscribe to one telecommunications carrier for interLATA toll calls and pre-subscribe to the same or different participating telecommunications carrier, including their existing local exchange company for intraLATA calls.

Syniverse Technologies, Inc. employees who communicate with the public, accept customer orders, and serve in customer service capacities will be trained to explain the process to customers for making PIC changes for intraLATA toll calls. Business Office

personnel will be prepared to make changes in customer records upon requests from customers or carriers. Processes are in place to provide new customers with an opportunity to choose their intraLATA toll carrier from available carriers.

Customers will be assessed a PIC change charge of \$5.00 for changing their intraLATA carrier, except for subscribers to Syniverse Technologies, Inc. service.

Customers who contact Syniverse Technologies, Inc. requesting new telephone exchange service will be advised of the telecommunication carriers (including Syniverse Technologies, Inc.) available to provide interLATA toll service. The intraLATA toll carriers will be presented in a competitively neutral manner. Customers who do not make a positive choice for an intraLATA toll carrier will be identified as a “no-PIC” and will be automatically defaulted to a carrier. Customers identified as “no-PIC” will be required to dial 101XXXX to place intraLATA toll calls until they make an affirmative choice for an IntraLATA toll carrier.

Respectfully Submitted,

David Robinson  
Manager – Public Policy  
Syniverse Technologies, Inc.  
September 5, 2007

### **CERTIFICATE OF SERVICE**

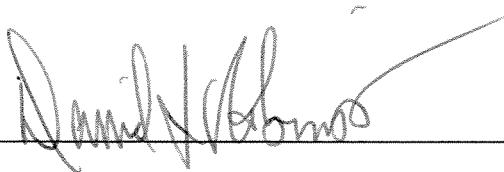
I, David J. Robinson, of Syniverse Technologies, Inc., 8125 Highwoods Palm Way, Tampa, FL 33647, do hereby certify that I caused to be served via First Class U.S. mail one (1) true and correct copy of the foregoing APPLICATION OF SYNIVERSE TECHNOLOGIES, INC. FOR CERTIFICATE TO PROVIDE COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES THROUGHOUT STATE OF TENNESSEE; on the following parties in accordance with the Commission rules:

- 1) ARDMORE TELEPHONE COMPANY, INC.  
P.O. Box 549  
517 Ardmore Avenue  
Ardmore, TN 38449  
(205) 423-2131  
(205) 423-2208 (Fax)
- 2) AT&T/BELLSOUTH  
333 Commerce Street  
Nashville, TN 37201-3300  
(615) 214-3800  
(615) 214-8820 (Fax)
- 3) CENTURY TELEPHONE OF ADAMSVILLE  
P.O. Box 405  
116 N. Oak Street  
Adamsville, TN 38310  
(901) 632-3311  
(901) 632-0232 (Fax)
- 4) CENTURY TELEPHONE OF CLAIBORNE  
P.O. Box 100  
507 Main Street  
New Tazewell, TN 37825  
(423) 626-4242  
(423) 626-5224 (Fax)
- 5) CENTURY TELEPHONE OF OOLTEWAW-COLLEGEDALE, INC.  
P.O. Box 782  
5616 Main Street  
Ooltewah, TN 37363  
(423) 238-4102  
(423) 238-5699 (Fax)

- 6) CITIZENS COMMUNICATIONS COMPANY OF TENNESSEE  
P.O. Box 770  
300 Bland Street  
Bluefield, WV 24701
- 7) CITIZENS COMMUNICATIONS COMPANY OF THE VOLUNTEER STATE  
P.O. Box 770  
300 Bland Street  
Bluefield, WV 24701
- 8) LORETTO TELEPHONE COMPANY, INC.  
P.O. Box 130  
Loretto, TN 38469  
(931) 853-4351  
(931) 853-4329 (Fax)
- 9) MILLINGTON TELEPHONE COMPANY, INC.  
P.O. Box 429  
4880 Navy Road  
Millington, TN 38083-0429  
(901) 872-3311  
(901) 873-0022 (Fax)
- 10) SPRINT-UNITED  
112 Sixth Street  
Bristol, TN 37620  
(423) 968-8161  
(423) 968-3148 (Fax)
- 11) TDS TELECOM-CONCORD TELEPHONE EXCHANGE, INC.  
P.O. Box 22610  
701 Concord Road  
Knoxville, TN 37933-0610  
(423) 966-5828  
(423) 966-9000 (Fax)
- 12) TDS TELECOM-HUMPHREYS COUNTY TELEPHONE COMPANY  
P.O. Box 552  
203 Long Street  
New Johnsonville, TN 37134-0552  
(931) 535-2200  
(931) 535-3309 (Fax)

- 13) TDS TELECOM-TELLICO TELEPHONE COMPANY, INC.  
P.O. Box 9  
102 Spence Street  
Tellico Plains, TN 37385-0009  
(423) 671-4600  
(423) 253-7080 (Fax)
- 14) TDS TELECOM-TENNESSEE TELEPHONE COMPANY  
P.O. Box 18139  
Knoxville, TN 37928-2139  
(423) 922-3535  
(423) 922-9515 (Fax)
- 15) TEC-CROCKETT TELEPHONE COMPANY, INC.  
P.O. Box 7  
Friendship, TN 38034  
(901) 677-8181
- 16) TEC-PEOPLE'S TELEPHONE COMPANY, INC.  
P.O. Box 310  
Erin, TN 37061  
(931) 289-4221  
(931) 289-4220 (Fax)
- 17) TEC-WEST TENNESSEE TELEPHONE COMPANY, INC.  
P.O. Box 10  
244 F. Main Street  
Bradford, TN 38316  
(901) 742-2211  
(901) 742-2212 (Fax)
- 18) UNITED TELEPHONE COMPANY  
P.O. Box 38  
120 Taylor Street  
Chapel Hill, TN 37034  
(931) 364-2289  
(931) 364-7202 (Fax)

This 6th day of September, 2007



---

IN THE MATTER OF THE APPLICATION OF )  
 )  
 **SYNIVERSE TECHNOLOGIES, INC.** )  
 )  
 FOR A CERTIFICATE OF PUBLIC CONVENIENCE )  
 AND NECESSITY TO PROVIDE COMPETITIVE )  
 TELECOMMUNICATIONS WITHIN THE STATE OF )  
 TENNESSEE )

**TESTIMONY OF DAVID J. ROBINSON**  
**ON BEHALF OF**  
**SYNIVERSE TECHNOLOGIES, INC.**

1           **Q.     PLEASE STATE YOUR NAME, BUSINESS ADDRESS AND**  
2 **TELEPHONE NUMBER.**

3  
4           A.     My name is David Robinson. My business address is 8125 Highwoods Palm Way,  
5 Tampa, FL 33647.

6  
7           **Q.     WHAT IS YOUR CURRENT POSITION?**

8  
9           A.     I am Public Policy Manager at Syniverse Technologies, Inc.

10  
11          **Q.     PLEASE DESCRIBE YOUR QUALIFICATIONS.**

12  
13          A.     I have over 20 years of experience in the telecommunications industry. Prior to  
14 my work at Syniverse, I held positions in Marketing for GTE, Verizon and Qwest Corporation  
15 where my responsibilities included market planning and technology deployment. Prior to that, I  
16 was Public Affairs Manager at U S WEST where my responsibilities included providing  
17 legislative assessments and managing legislative research. I joined Syniverse in 2000 in their  
18 Business Development organization as a Market Planner. Today, I am Public Policy Manager  
19 and have responsibility for monitoring and assessing regulatory activity on behalf of Syniverse.  
20 I represent my employer at organizations like Cellular Telephone and Internet Association  
21 (CTIA) and Competitive Telecommunications (COMPTEL). ). I have a B.A. in Business  
22 Administration from the University of Colorado.

23  
24          **Q.     HAVE YOU TESTIFIED BEFORE THE TENNESSEE REGULATORY**  
25 **AUTHORITY (“COMMISSION”) PREVIOUSLY?**

26  
27          A.     No.

1           **Q.     ARE YOU FAMILIAR WITH THE APPLICATION THAT WAS**  
2           **SUBMITTED BY SYNIVERSE TECHNOLOGIES, INC. (HEREINAFTER**  
3           **“SYNIVERSE”) TO THE COMMISSION ON OCTOBER 2, 2003 FOR CERTIFICATE**  
4           **OF PUBLIC CONVENIENCE AND NECESSITY TO PROVIDE RESOLD PRIVATE**  
5           **LINE SERVICES WITHIN THE STATE OF TENNESSEE?**

6  
7           A.     Yes I am.

8  
9           **Q.     DO YOU RATIFY AND CONFIRM THE STATEMENTS THAT ARE**  
10          **MADE IN SYNIVERSE’S APPLICATION?**

11  
12          A.     Yes I do.

13  
14          **Q.     IS SYNIVERSE CERTIFICATED TO PROVIDE SERVICE IN**  
15          **TENNESSEE?**

16  
17          A.     Yes, as a reseller.

18  
19          **Q.     HAS SYNIVERSE EVER MARKETED OR SOLD SERVICE FOR**  
20          **INTRASTATE PURPOSES IN TENNESSEE BEFORE?**

21  
22          A.     Yes.

23  
24          **Q.     WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

25  
26          A.     The purpose of my testimony is to describe Syniverse Technologies, Inc. and the  
27          competitive local exchange services it seeks to offer in the State of Tennessee. In addition, I will  
28          demonstrate that Syniverse Technologies, Inc. maintains the financial, technical, managerial, and  
29          operational capabilities to operate as a provide of competitive local exchange  
30          telecommunications services in Tennessee.

1           **Q. PLEASE DESCRIBE THE AUTHORITY THAT SYNIVERSE SEEKS BY ITS**  
2 **APPLICATION?**

3  
4           A. Pursuant to Tennessee Code Section 65-4-201, Syniverse seeks authority to offer  
5 competitive local exchange telecommunications services in Tennessee.  
6

7           **Q. PLEASE DESCRIBE THE CORPORATE STRUCTURE OF SYNIVERSE.**

8  
9           A. 100% of our common stock is owned by Syniverse Holdings, Inc., a Delaware  
10 corporation owned by Syniverse Holdings, Inc., whose members include affiliates and co  
11 investors of GTCR Golder Rauner, LLC and certain members of our management. Syniverse  
12 Holdings, Inc., also a Delaware Corporation, owns 100% of Syniverse Technologies, Inc.'s  
13 outstanding capital stock and Syniverse Holdings, Inc. owns 100% of our capital stock.  
14

15           **Q. IS SYNIVERSE LEGALLY AUTHORIZED TO DO BUSINESS IN**  
16 **TENNESSEE?**

17  
18           A. Yes. A copy of Syniverse's Certificate of Authorization to Transact Business in  
19 the State of Tennessee is attached to our original Application as Exhibit B.  
20

21           **Q. HOW ARE YOUR SERVICES TO BE MARKETED?**

22  
23           A. Syniverse has its own sales force and Syniverse uses direct marketing methods to  
24 market its services to business customers. Syniverse will not use telemarketing. Syniverse will  
25 abide by the laws of Tennessee and all applicable rules and regulations of the Tennessee  
26 Regulatory Authority regarding provisioning of competitive local exchange services.  
27

1           **Q.     PLEASE ADDRESS SYNIVERSE’S MANAGERIAL AND TECHNICAL**  
2 **QUALIFICATIONS.**

3  
4           A.     The management of Syniverse is well qualified to execute its business plan,  
5 having extensive managerial, financial and technical expertise in the telecommunications field.  
6 Syniverse provided biographical information of our executives in our original application,  
7 attached to the original application as EXHIBIT C. Syniverse believes that this information  
8 demonstrates our capability to offer competitive local exchange telecommunications services in  
9 the State of Tennessee.

10  
11           **Q.     PLEASE DESCRIBE SYNIVERSE’S FINANCIAL QUALIFICATIONS.**

12  
13           A.     Syniverse possesses the financial qualifications necessary to hold a Certificate of  
14 Public Convenience and Necessity in the State of Tennessee. Syniverse has access to the  
15 financing and capital necessary to resell telecommunications services as specified in our  
16 Application. No circumstances have occurred since the filing that would call into question  
17 Syniverse financial qualifications to offer competitive local exchange telecommunications  
18 services.

19  
20           **Q. PLEASE DESCRIBE THE TYPES OF SERVICES THAT SYNIVERSE PLANS**  
21 **TO OFFER IN TENNESSEE.**

22  
23           A.     Syniverse plans to offer local numbering resources for enabling virtual numbers,  
24 a foreign exchange service, to smaller market carriers,. In addition, we plan to offer  
25 competitive signaling network services including call related databases and resold private  
26 line services in the State of Tennessee. Syniverse requires a negotiated interconnection  
27 agreement with incumbent LECs to enable these local exchange telecommunications  
28 services.

1 Syniverse competitive local exchange services will securely and reliably connect users  
2 that are across town or state boundaries. Syniverse seeks to be a non-dominate provider  
3 of competitive local exchange telecommunications services and private line services in  
4 Tennessee.

5  
6 **Q. HAS ANY STATE EVER DENIED SYNIVERSE AUTHORIZATION TO**  
7 **PROVIDE INTRASTATE SERVICE?**

8  
9 A. No.

10  
11 **Q. HAS ANY STATE EVER REVOKED SYNIVERSE'S CERTIFICATION?**

12  
13 A. No.

14  
15 **Q. HAS THE COMPANY EVER BEEN INVESTIGATED OR SANCTIONED**  
16 **BY ANY REGULATORY AUTHORITY FOR SERVICE OR BILLING**  
17 **IRREGULARITIES?**

18  
19 A. No. Syniverse has no history of service or billing irregularities.

20  
21 **Q. IF GRANTED CERTIFICATION TO PROVIDE COMPETITIVE LOCAL**  
22 **EXCHANGE TELECOMMUNICATIONS SERVICES IN TENNESSEE, WILL**  
23 **SYNIVERSE ABIDE BY THE RULES AND REGULATIONS THIS COMMISSION, AS**  
24 **NOW ADOPTED OR THAT MAY BE ADOPTED IN THE FUTURE?**

25  
26 A. Yes we will.

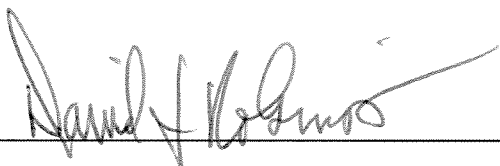
27  
28 **Q. PLEASE DESCRIBE THE PUBLIC INTEREST BENEFITS ASSOCIATED**  
29 **WITH SYNIVERSE'S PROPOSED OFFERINGS IN TENNESSEE.**

1 A. Syniverse believes that our services will further the public interest by expanding  
2 the availability of competitive local exchange services in the State of Tennessee. In addition,  
3 Syniverse wants to bring creative services to the market to assist rural businesses customers by  
4 providing a resource to expand their connectivity to metropolitan markets. Syniverse plans to  
5 offer these creative services in the local exchange market to improve local exchange service  
6 offerings. Syniverse Technologies, Inc. respectfully requests that this information be considered  
7 in conjunction with our Application for Certificate of Public Convenience and Necessity to  
8 provide competitive local exchange telecommunications services within the State of Tennessee.  
9 We respectfully request approval of our application.

10  
11 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

12  
13 A. Yes it does.

14  
15 I swear the forgoing testimony is true and correct to the best of my knowledge

16  
17  
18 

19 David J. Robinson  
20 Manager – Public Policy  
21 Syniverse Technologies, Inc.

22  
23 STATE OF FLORIDA )  
24 )  
25 COUNTY OF HILLSBOUROUGH )

26  
27 SUBSCRIBED AND SWORN BEFORE ME THIS 6<sup>th</sup> DAY OF September, 20 07.

28  
29  
30  
31  
32  
33  
34   
35 (NOTARY PUBLIC)

(SEAL)

36  
 **Terry A. Lundquist**  
Commission # DD302796  
Expires May 19, 2008  
Bonded Troy Fain - Insurance, Inc. 800-385-7019

## NUMBERING ISSUES:

1. What is your company's expected demand for NXXs per NPA with a year of approval of your application.
  - A. We believe the demand will be small. We expect no more than 500 numbers per NPA in Tennessee.
2. How many NXXs do you estimate that you will request from NANPA when you establish your service footprint.
  - A. Initially, zero because we are planning to request numbering resources from the incumbent local exchange carriers.
3. When and in what NPA do you expect to establish your service footprint?
  - A. 901, 865, 423
4. Will the company sequentially assign telephone numbers with NXXs?
  - A. Yes
5. What measures does the company intend to take to conserve Tennessee numbering resources?
  - A. Syniverse plans to work closely with the incumbent companies to ensure we are only utilizing resources that are necessary. We will actively monitor these services to ensure we are accurately forecasting our number utilization.
6. When ordering new NXX's for growth, what percentage fill of an existing NXX does the company use to determine what a request for a new NXX will be initiated?
  - A. Syniverse will follow industry guidelines. However, we expect, based on forecasting, to request new thousand blocks when be are at approximately 80% utilization.

SYNIVERSE TECHNOLOGIES, INC.

COMPETITIVE  
TELECOMMUNICATIONS  
SERVICES

TENNESSEE

Informational Tariff Sheet  
Original Page 1  
Original Release 1

INFORMATIONAL TARIFF OF  
SYNIVERSE TECHNOLOGIES, INC. (SYNIVERSE)

This Informational Tariff is applicable to offering competitive local exchange telecommunications by SYNIVERSE TECHNOLOGIES, INC. (SYNIVERSE) between points within the State of Tennessee.

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Issued: September 6, 2007

Effective: \_\_\_\_\_

ISSUED BY: David Robinson, Manager - Public Policy  
Syniverse Technologies, Inc.  
8125 Highwoods Palm Way  
Tampa, FL 33647-1776

Exhibit L

**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 Page 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 4<sup>th</sup> revised Page 14 cancels the 3<sup>rd</sup> revised Page 14.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2  
2.1  
2.1.1  
2.1.1.1
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain 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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**CHECK SHEET**

Sheets 1 through 18 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>Page</u>	<u>Number of Revision</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
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19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original

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## 1 GENERAL

### 1.1 Explanation of Symbols

- (C) - To signify a changed regulation
- (D) - To signify a discontinued rate or regulation
- (I) - To signify an increase in a rate
- (M) - To signify text or rates relocated without change
- (N) - To signify a new rate or regulation or other text
- (R) - To signify a reduction in a rate
- (S) - To signify reissued regulations
- (T) - To signify a change in text but no change in rate
- (Z) - To signify a correction

### 1.2 Application of the Tariff

- 1.2.1 This tariff governs the Carrier's services that originate and terminate in Tennessee. Specific services and rates are described elsewhere in this tariff.
- 1.2.2 The Company's services are available to business customers.
- 1.2.3 The Company's service territory is statewide. Calling areas are consistent with AT&T's tariff.

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### 1.3 Definitions

- 1.3.1 "Carrier," "Company" or "Utility" refers to Syniverse Technologies, Inc.
- 1.3.2 "Commission" means the Tennessee Regulatory Authority.
- 1.3.3 "Completed call" is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.
- 1.3.4 "Customer" means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.
- 1.3.5 "Residential" customer is a customer who has telephone service at a dwelling and who uses the service primarily for domestic or social purposes. All other customers are non-residential customers.
- 1.3.6 "Service" means any telecommunications service(s) provided by the Carrier under this tariff.
- 1.3.7 "Station" means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

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## 2 RULES AND REGULATIONS

### 2.1 Undertaking of the Company

Applicant intends to offer dedicated private line interexchange and local exchange telecommunications services on a facilities-based and resale basis. The Company will market to large business customers including ILECs, CLECs, ISPs, paging, cellular, and cable companies. The Company will not be marketing to residential or small businesses, but primarily other carriers.

### 2.2 Obligations of the Customer

2.2.1 The customer shall be responsible for:

2.2.1.1 The payment of all applicable charges pursuant to this tariff;

2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.

2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.

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2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.

2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.

2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

2.2.2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:

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- 2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or
- 2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.
- 2.2.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.
- 2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.
- 2.2.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth

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in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

## 2.3 Liability of the Company

2.3.1 In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

### 2.3.2 Service Irregularities

2.3.2.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.

2.3.2.2 The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange Company except where Company contracts the other carrier; for acts or omission of any other providers of connections, facilities, or service; or for culpable conduct of the customer or failure of equipment,

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facilities or connection provided by the customer.

### 2.3.3 Claims of Misuse of Service

2.3.3.1 The Company shall be indemnified and saved harmless by the customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; against claims for infringement of patents arising from combining or using apparatus and systems of the customer with facilities of the Company; and against all other claims arising out of any act or omission of the customer in connection with the services and facilities provided by the Company.

2.3.3.2 The Company does not require indemnification from the customer where the action for which it is seeking indemnification is based on a claim of negligence by the Company.

### 2.3.4 Defacement of Premises

2.3.4.1 The Company is not liable for any defacement of, or damage to, the customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of the other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.

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2.3.5 Facilities and Equipment in Explosive Atmosphere,  
Hazardous or Inaccessible Locations

2.3.5.1 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Company shall be indemnified, defended and held harmless by the customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service and not due to the gross negligence or willful misconduct of the Company.

2.3.6 Service at Outdoor Locations

2.3.6.1 The Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the customer agrees in writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment and facilities furnished by the Company at such locations. The customer shall likewise indemnify and save the Company harmless from and against injury to or death of any person which may result from the location and use of such equipment and facilities.

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## 2.3.7 Warranties

2.3.7.1 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 OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.3.7.2 Acceptance of the provisions of Section 2.3 by the Commission does not constitute its determination that any disclaimer of warranties or representations imposed by the Company should be upheld in a court of law.

## 2.3.8 Limitation of Liability

2.3.8.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

## 2.4 Application for Service

2.4.1 Local exchange services and pricing is obtained on an individual case basis (ICB) and is initiated upon requests from customers. Payment for services shall be governed by applicable Syniverse negotiated interconnection contract price in effect at the time service is provided. Syniverse reserves the right to make changes to our prices. Such changes shall become effective at the time the changes are made to the price by Syniverse. Syniverse manages its own billing system.

2.4.2 Pricing and service guarantees are negotiated and supplied to the customer in accordance with agreements negotiated with Carriers. In addition, Carriers must provide terms consistent with the pertinent laws and regulations, including the following:

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2.4.3 Minimum Contract Period

2.4.3.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new residential or single line business customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.

2.4.3.2 Except as provided in 2.4.2.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers.

2.4.3.3 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

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#### 2.4.4 Cancellation of Service

2.4.4.1 Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.

2.4.4.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;

2.4.4.2.A The total costs of installing and removing such facilities; or

2.4.4.2.B The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.

2.4.4.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

#### 2.5 Payment for Service

2.5.1 Service will be billed directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the customer's bill. Service will continue to be provided until canceled by the customer or discontinued by the Company as set forth in Section 2.14 of this tariff.

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2.5.2 The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

2.5.3 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill.

Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

2.5.4 The Company will not collect attorney fees or court costs from customers.

## 2.6 Allowance for Interruptions in Service

2.6.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company. The Carrier agrees to abide by the regulations associated with interruptions in service as specified by the Tennessee Regulatory Authority.

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## 2.7 Special Customer Arrangements

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

## 2.8 Unlawful Use of Service

2.8.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:

2.8.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

2.8.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

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2.8.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

## **2.9 Interference with or Impairment of Service**

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

## **2.10 Telephone Solicitation by Use of Recorded Messages**

2.10.1 Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

## **2.11 Overcharge/Undercharge**

2.11.1 Overcharge/undercharge provisions will be in accordance with Tennessee State Law

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2.11.2 When a customer has been overcharged, the amount shall be refunded or credited to the customer.

### 3 DESCRIPTION OF SERVICES

#### 3.1 Individual Case Basis ("ICB") Offerings

3.1.1 The tariff may not specify the price of a service in the tariff as "ICB." The Company may or may not have an equivalent service in its the tariff on file with the Commission, and the quoted ICB rates may be different than the tariffed rates. An ICB must be provided under contract to a customer and the contract filed (can be under seal) with the Commission. All customers have non-discriminatory access to requesting the service under an ICB rate.

#### 3.2 SYNIVERSE SWITCHED TRANSPORT

Provisioned via FGD truck groups, the customer shall specify:

- a. A reference to existing signaling connections or reference to a related signaling connection order,
- b. Local Switching options, if any
- c. For SS7 Signaling Connections, STP point codes and location identifier codes, circuit identification codes and switch type
- d. For SS7 Signaling Connections, specification of the level of diversity in its network,
- e. The customer shall specify 64 CCC Local Switching Options, if any.
- f. Service Installation Guarantees are negotiated via contractual basis
- g. Local switching charges can be provided on an individual case basis (ICB).

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### 3.3 Syniverse Signaling

This service allows the customer to receive signals for call set-up out of band. This option is available via Feature Group D truck groups purchased by Syniverse. This option requires the establishment of a CCS7 Signaling Connections and CCS7 Signaling Terminations between the customer's signaling point of interface and the Company-designated Signal Transfer Point (STP). A minimum of one pair of one quad of CCS7 Connections and Terminations is required.

#### 3.3.1 CALL RELATED DATABASES AND TCAP MESSAGE TRANSMISSION.

Database services provide customers network intelligence to deliver TCAP messages to end users. This service allows customers to deliver TCAP messages and provides for the transmission of information corresponding to TIA Interim Standard 41 (Sub-systems 005-010) over a customer's SS7 Signaling Connection. TCAP Messages will be routed according to originating and destination point codes provided by the customer. This option requires the utilization of SS7 Signaling Connections and SS7 Signaling Terminations between the customer's signaling point of interface and each of the Company's Local Signal Transfer Points (STPs) within the LATA. This service is available where facilities and switching capability are available.

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### 3.4 Syniverse Dedicated Transport Services

Interoffice Channels are provided between the customer serving wire center to any of the following customer designated points: (1) the Company end office, (2) the Access Tandem, (3) Company Facility Hub (Hub), or between (4) a Hub to Company end office, or (5) a Hub to an Access Tandem and, (6) a Hub to a Hub. Such systems include point-to-point or multi-point service with data transport speeds adaptable to meet customer needs. SYNIVERSE offers private line or "point-to-point" circuits in the following configurations:

DS-0 (single circuit) private line dedicated point-to-point circuit service for data transport speeds of 56 Kbps or 64 Kbps

DS-1 (T1) services for data transport speeds of 1.544 Mbps to provide full-duplex digital transmission over a private line for high-capacity data transport and network infrastructure

DS-3 (T45) for data transport speeds of 45 Mbps to provide, as with DS-1, full-duplex digital transmission over a private line for high-capacity data transport and network infrastructure

OC-(X), which variably combines DS-3 or larger bandwidth circuits for very high-speed data transport services.

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#### 4 RATES AND CHARGES

##### 4.1 Switched Transport

RATE

A. Tandem-Switched Transport Termination		
Per Access Minute		\$0.03000
B. Tandem-Switched Transport Facility		
Per Access Minute per mile		\$0.03000

##### 4.2 Switching Charge

A. Originating Switching Charge		
Per Access Minute		\$0.08000
B. Terminating Switching Charge		
Per Access Minute		\$0.08000

#### 4.3 SS7 Signaling Connections, SS7 Signaling Terminations and SS7 Access Arrangement Usage

##### 1. SS7 Signaling Connection

	Monthly Rate	Nonrecurring Charge
(a) Per 56 kbps facility	\$155.00	\$150.00

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**4.3 SS7 Signaling Connections, SS7 Signaling Terminations and  
SS7 Access Arrangement Usage - cont'd**

2. SS7 Signaling Termination

(a) Per STP port \$337.05

3. SS7 Signaling Usage

	<u>RATE</u>
(a) Call Set-Up, per message (ISUP)	\$0.000035
(b) TCAP, per message	\$0.000123

4. SS7 Point Code Establishment or Change

	<u>Nonrecurring Charge</u>	
	<u>First</u>	<u>Additional</u>
(a) Originating Point Code, Established or Changed	\$40.00	\$8.00
(b) Per Destination Point Code, Established or Changed	\$8.00	\$8.00

**4.4 SYNIVERSE DEDICATED TRANSPORT (PRIVATE LINE)**

Design Change ICB  
will apply when an engineering  
review is required.

Private Line Service Order Modification Charge ICB  
will apply on a per occurrence basis.

Service Date Change Charge ICB  
will apply on a per order, per occurrence basis  
for each service date changed.

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**4.4 SYNIVERSE DEDICATED TRANSPORT (PRIVATE LINE) - cont'd**

Expedited Order Charge ICB  
will apply on a per order,  
per occurrence basis.

Design Change ICB  
will apply when an engineering  
review is required.

Private Line Service Order Modification Charge ICB  
will apply on a per occurrence basis.

Service Date Change Charge ICB  
will apply on a per order, per occurrence basis  
for each service date changed.

Design Change Charge ICB  
will apply on a per order, per occurrence  
basis, for each order requiring a Design Change.

Expedited Order Charge ICB  
will apply on a per order, per occurrence basis.

**4.5 SYNIVERSE DEDICATED TRANSPORT IMPLEMENTATION CHARGES**

4.5.1 Service Implementation Charges

A.	Installation Charge Per Service	
	DS-0	ICB
	DS-1	ICB
	DS-3	ICB
	OC-3	ICB
	OC-12	ICB

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4.5 SYNIVERSE DEDICATED TRANSPORT IMPLEMENTATION CHARGES - cont'd

B. Monthly Charge Per Service

DS-0	ICB
DS-1	ICB
DS-3	ICB
OC-3	ICB
OC-12	ICB

4.5.2 Change Charges

A. Service Date	ICB
B. Design Changes	ICB
C. Expedite Charges	ICB

4.5.3 Cancellation Charges  
Per Order

ICB

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