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November 13, 2007

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VIA OVERNIGHT COURIER

Eddie Roberson, Ph.D.  
Chairman  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37243

07-00264

**Re: In the Matter of the Application of StarVox Communications, Inc. for  
A Certificate to Provide Competing Local Exchange and Long Distance  
Telecommunications Services**

Dear Mr. Roberson:

On behalf of StarVox Communications, Inc. ("StarVox"), transmitted herewith is an original plus thirteen (13) copies of its Application for a Certificate to Provide Competing Local Exchange and Long Distance Telecommunications Services in the State of Tennessee.

An additional copy of this letter is also enclosed, to be date-stamped and returned in the postage-prepaid envelope provided.

Should there be any questions regarding this filing, kindly contact the undersigned.

Respectfully submitted,

*Catherine M. Hamman*

Catherine M. Hamman

Counsel for StarVox Communications, Inc.

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TN REGULATORY AUTHORITY  
Enclosure UTILITIES DIVISION

**BEFORE THE TENNESSEE REGULATORY AUTHORITY**

**IN THE MATTER OF THE APPLICATION  
OF STARVOX COMMUNICATIONS, INC.  
FOR A CERTIFICATE TO PROVIDE  
COMPETING LOCAL EXCHANGE AND  
LONG DISTANCE TELECOMMUNI-  
CATIONS SERVICES**

**APPLICATION FOR CERTIFICATE TO PROVIDE  
COMPETING LOCAL TELECOMMUNICATIONS SERVICES  
AND LONG DISTANCE SERVICES**

Pursuant to applicable Tennessee Statutes and the Rules and Regulations of the Tennessee Regulatory Authority and Section 253 of the Federal Telecommunications Act of 1996 ("Act"), StarVox Communications, Inc. ("StarVox" or "Applicant"), respectfully requests that the Tennessee Regulatory Authority ("TRA") grant to StarVox authority to provide competing local telecommunications services, including exchange access telecommunications services, and long distance telecommunications services, within the State of Tennessee. StarVox is willing and able to comply with all applicable rules and regulations in Tennessee pertaining to the provision of competing local telecommunications and long distance services. TCA 65-4-201.

In support of its application, StarVox submits the following:

1. The full name and address of the Applicant is:

StarVox Communications, Inc.  
2728 Orchard Parkway  
San Jose, CA 95134  
Telephone: (408) 625-2700  
Facsimile: (408) 354-3551  
E-mail: [www.starvox.com](http://www.starvox.com)

Questions regarding this application should be directed to:

Catherine M. Hamman  
Helein & Marashlian, LLC  
The CommLaw Group  
1483 Chain Bridge Road  
Suite 301  
McLean, VA 22101  
Telephone: (703) 714-1326  
Facsimile: (703) 714-1330  
E-mail: cmh@commlawgroup.com

Contact name and address of the Company is:

Christopher McKee, Vice President and General Counsel  
StarVox Communications, Inc.  
43480 Yukon Drive, Suite 201  
Ashburn, VA 20147  
Telephone: (202) 903-0401  
Facsimile: (408) 354-3551  
E-mail: cmkee@starvox.com

Contact Name and Address of Person Designated as a Contact for the Commission Staff for resolving complaints, inquiries and matters concerning rates and price lists or tariffs:

Andrea Swanson  
StarVox Communications, Inc.  
2728 Orchard Parkway  
San Jose, CA 95134  
Telephone: (408) 625-2574  
Facsimile: (408) 354-3551  
E-mail: aswanson@starvox.com

2. Organizational Chart of Corporate Structure:

Applicant is a wholly-owned subsidiary of StarVox Communications, Inc., a Delaware Corporation (formerly known as U.S. Wireless Data, Inc.) and the 100% parent of Capital Telecommunications, Inc. An organizational chart showing Applicant's corporate structure is attached as **Exhibit A** hereto.

3. Corporate Information:

StarVox was incorporated in the State of California on June 28, 2004. A copy of StarVox's Articles of Incorporation and amendments are provided in **Exhibit B**. A copy of StarVox's Authority to Transact Business in the State of Tennessee is provided in **Exhibit C**. The names and addresses of the principal corporate officers are in **Exhibit D**. There are no officers in Tennessee. The biographies of the principal officers and any other key technical staff are in **Exhibit E**.

4. StarVox possess the managerial, technical and financial ability to provide local and long distance telecommunications services in the State of Tennessee as demonstrated below:

A. Financial Qualifications.

The financial statements of StarVox demonstrate that Applicant's financial strength is sufficient to enable it to provide and maintain service in the State of Tennessee. StarVox does not intend to construct facilities, other than equipment to be installed in existing buildings or structures, or to purchase facilities in the near future. Applicant anticipates satisfying its cash flow obligations from revenues from its Tennessee operations and is well positioned ensure the continued provision of reliable telecommunications service to Tennessee residents. Applicant's financial statements are attached hereto as **Exhibit G**. No amounts included in Applicant's financial statements or projections relate to reciprocal compensation for terminating ISP traffic.

B. Managerial Ability.

As shown in **Exhibit E** to the Application, StarVox has the managerial expertise to successfully operate a telecommunications enterprise in Tennessee. As described in the attached biographical information, StarVox's management team has extensive management and business experience in telecommunications.

C. Technical Qualifications.

StarVox's services will satisfy the minimum standards established by the TRA. The Company will file and maintain tariffs in the manner prescribed by the TRA and will meet minimum basic local standards, including quality of service and billing standards required of all LECs regulated by the TRA. Applicant will not require customers to purchase CPE, which cannot be used with the Incumbent Local Exchange Carrier's systems. As noted in **Exhibit E**, the principal officers of StarVox possess significant telecommunications experience and are technically qualified to provide local exchange service in Tennessee.

5. Proposed Service Area:

StarVox is certificated, registered or otherwise authorized to provide long distance telecommunications services in California, Florida, Georgia, Illinois, Indiana, Massachusetts, Michigan, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Texas, Utah, Virginia and Washington. Starvox is also authorized to provide local exchange telecommunications services in Florida, New York and North Carolina. Additionally, StarVox has recently filed (or expects to file shortly) applications for authority to provide local exchange telecommunications services in the States of California, Georgia and North Carolina and applications for authority to provide local

exchange and long distance telecommunications services in the States of Alabama, Kentucky, Louisiana, Mississippi, Nevada and South Carolina.

StarVox proposes to offer its services throughout the State of Tennessee in areas currently being served by BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee, Verizon Southeast, Inc., and Sprint/United which are designated open to competition. Applicant does not plan to offer services in areas served by any incumbent local exchange telephone company with fewer than 100,000 total access lines. StarVox intends to offer a broad range of telecommunications services through the use of its own facilities, resold facilities and through a combination of these provisioning methods. StarVox will not be installing any facilities other than equipment to be installed in existing buildings or structures for the purpose of providing local exchange services in Tennessee. This equipment may include switches; the location of these switches has yet to be determined and will be developed by StarVox as it progresses in its interconnection agreement discussions.

6. Types of Local Exchange Service to be provided:

StarVox expects to offer a broad variety of local exchange and long distance services, primarily to business customers in Tennessee. StarVox's initial line of local services will be comparable to that currently offered by the incumbent LECs. Initially, StarVox plans to offer basic access line service, PBX and DID Services, Optional Calling Features, Directory Assistance, Directory Services, and Operator Services, as well as all services required under Chapter 1220-4-8-.04(3) (6) and (2).

7. Repair and Maintenance.

StarVox understands the importance of effective customer service for local service customers. StarVox has made arrangements for its customers to call the company at its toll-free customer service number, (866) 978-2786. In addition, customers may contact the company in writing at the headquarters address, as well as via e-mail at [www.starvox.com](http://www.starvox.com). The toll free number will be printed on the customer's monthly billing statements. The Tennessee contact person knowledgeable about StarVox's operations, and who will respond to ongoing questions from the TRA concerning regulatory, tariffing and customer complaint matters, is Andrea Swanson. Ms. Swanson can be contacted electronically at [aswanson@starvox.com](mailto:aswanson@starvox.com) or telephonically at (408) 625-2684.

Grant of this Application will 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 offering of these services is in the public interest because the services will provide Tennessee customers increased efficiencies and cost savings. Authorizing StarVox to provide local exchange and long distance telecommunications services will enhance materially the telecommunications infrastructure in the State of Tennessee and will facilitate economic development.

In particular, the public will benefit both directly, through the use of competitive services to be offered by StarVox and indirectly, because StarVox's 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.

8. Small and Minority-Owned Telecommunications Business Participation Plan: (65-5-212):

Please see **Exhibit G** hereto.

9. Toll Dialing Parity Plan:

Please see **Exhibit H** hereto.

10. Applicant has served notice of this application to the eighteen (18) incumbent local exchange telephone companies in Tennessee with a statement regarding the company's intention of operating geographically. Please see **Exhibit I** for the list.

11. Numbering Issues: Statement provided in **Exhibit J**.

12. Tennessee Specific Operational Issues: Statement provided in **Exhibit K**.

13. Miscellaneous:

- A. Sworn Pre-Filed Testimony: Please see **Exhibit L**.
- B. Applicant does not require customer deposits.
- C. StarVox has not been subject to complaints in any of the states in which the company is doing business.
- D. Information copies of StarVox's tariffs are enclosed. Final copies of Applicant's tariffs will be filed with the TRA after grant of this Application.

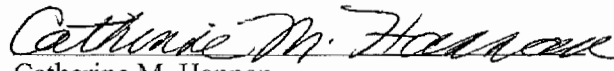
### CONCLUSION

StarVox respectfully requests that the TRA enter an order granting it a certificate of convenience and necessity to operate as a competing telecommunications service provider and authority to provide a full range of local exchange on a facilities-based and resale basis throughout the State of Tennessee in the service areas of AT&T Tennessee, Verizon Southeast, Inc. and Sprint/United 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, StarVox's provision of these services would promote the public interest by providing high-quality service at competitive prices and by creating greater economic incentives for the development and improvement of all competing providers.

Respectfully submitted this 13<sup>th</sup> day of November, 2007.



Catherine M. Hannan  
Helein & Marashlian, LLC  
The CommLaw Group  
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Suite 301  
McLean, VA 22101  
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Facsimile: (703) 714-1330

Counsel for StarVox Communications, Inc.

**EXHIBIT A**

**ORGANIZATIONAL CHART OF  
CORPORATE STRUCTURE**

StarVox Communications, Inc.,  
A Delaware Corporation  
(formerly U.S. WIRELESS  
DATA, INC.)



STARVOX  
COMMUNICATIONS, INC.  
(wholly-owned subsidiary)



CAPITAL  
TELECOMMUNICATIONS,  
INC.

**EXHIBIT B**

**ARTICLES OF INCORPORATION**

**State of California**  
Secretary of State



I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 33 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

AUG 6 2007

A handwritten signature in cursive script that reads "Debra Bowen".

DEBRA BOWEN  
Secretary of State

2657773

**FILED**

In the office of the Secretary of State  
of the State of California

JUN 28 2004

*Kevin Shelley*

KEVIN SHELLEY, Secretary of State

**ARTICLES OF INCORPORATION  
OF  
STARVOX COMMUNICATIONS, INC.**

**I**

The name of this corporation is Starvox Communications, Inc.

**II**

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

**III**

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

Brian W. Blatz, Esq.  
Dodd•Mason•George LLP  
100 Century Center Court  
Suite 605  
San Jose, CA 95112

**IV**

This corporation is authorized to issue two classes of shares designated "Common Stock" and "Preferred Stock," respectively. The number of shares of Common Stock authorized to be issued is 50,000,000, and the number of shares of Preferred Stock authorized to be issued is 25,000,000. The Preferred Stock may be issued from time to time in one or more series. The Board of Directors is authorized to fix the number of shares of any series of Preferred Stock and to determine the designation of any such series. The Board of Directors is also authorized to determine or alter the rights, preferences, privileges and restrictions granted to or imposed upon any wholly unissued series of Preferred Stock, and, within the limits and restrictions stated in any resolution or resolutions of the Board of Directors originally fixing the number of shares constituting any series, to increase or decrease (but not below the number of shares of such series then outstanding) the number of shares of any such series subsequent to the issue of shares of that series.

V

Section 1. Limitation of Directors' Liability. The liability of the directors of this corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

Section 2. Indemnification of Directors and Officers. This corporation is authorized to indemnify the directors and officers of the corporation to the fullest extent permissible under California law.

Section 3. Repeal or Modification. Any repeal or modification of the foregoing provisions of this Article V shall not adversely affect any right of limitation of director's liability or indemnification of a director or officer of this corporation relating to acts or omissions occurring prior to such repeal or modification.

Dated: June 28, 2004

  
Brian W. Blatz, Sole Incorporator

00934514

265773

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
STARVOX COMMUNICATIONS, INC.**

**FILED**   
the office of the Secretary of State  
of the State of California

OCT 06 2005

**Douglas S. Zorn** hereby certifies that:

**ONE:** He is the duly elected and acting President and Secretary of Starvox Communications, Inc., a California corporation (the "Company").

**TWO:** The Articles of Incorporation of this Company are hereby amended and restated to read as follows:

**I.**

The name of the Company is Starvox Communications, Inc.

**II.**

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

**III.**

**A.** The Company is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares which the Company is authorized to issue is sixty one million nine hundred thousand (61,900,000) shares, thirty six million (36,000,000) shares of which shall be Common Stock (the "Common Stock") and twenty five million nine hundred thousand (25,900,000) shares of which shall be Preferred Stock (the "Preferred Stock"). The Preferred Stock shall have a par value of \$0.001 per share and the Common Stock shall have a par value of \$0.001 per share.

**B.** Twenty four million (24,000,000) of the authorized shares of Preferred Stock are hereby designated "Series A Preferred Stock" (the "Series A Preferred").

**C.** One million nine hundred thousand (1,900,000) of the authorized shares of Preferred Stock are hereby designated "Series A-1 Preferred Stock" (the "Series A-1 Preferred" and together with the Series A Preferred, the "Series Preferred").

**D.** The rights, preferences, privileges, restrictions and other matters relating to the Series Preferred are as follows:

**I. DIVIDEND RIGHTS.**



(a) Holders of Series A Preferred, in preference to the holders of Series A-1 Preferred and Common Stock, shall be entitled to receive, when, as and if declared by the Board of Directors (the "Board"), but only out of funds that are legally available therefor, cash dividends at the rate of eight percent (8%) of the Original Issue Price (as defined below) per annum on each outstanding share of Series A Preferred. Such dividends shall be payable only when, as and if declared by the Board and shall be non-cumulative.

(b) The "Original Issue Price" of the Series A Preferred shall be fifty cents (\$0.50) (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the filing date hereof). The "Original Issue Price" of the Series A-1 Preferred shall be fifty cents (\$0.50) (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the filing date hereof).

(c) So long as any shares of Series A Preferred are outstanding, the Company shall not pay or declare any dividend, whether in cash or property, or make any other distribution on the Series A-1 Preferred or Common Stock, or purchase, redeem or otherwise acquire for value any shares of Series A-1 Preferred or Common Stock until all dividends as set forth in Section 1(a) above on the Series A Preferred shall have been paid or declared and set apart, except for:

(i) acquisitions of Common Stock by the Company pursuant to agreements which permit the Company to repurchase such shares at cost (or the lesser of cost or fair market value) upon termination of services to the Company;

(ii) acquisitions of Common Stock in exercise of the Company's right of first refusal to repurchase such shares; or

(iii) distributions to holders of Common Stock in accordance with Sections 3 and 4.

(d) In the event dividends are paid on any share of Common Stock, the Company shall pay an additional dividend on all outstanding shares of Series Preferred in a per share amount equal (on an as-if-converted to Common Stock basis) to the amount paid or set aside for each share of Common Stock.

(e) The provisions of Sections 1(c) and 1(d) shall not apply to a dividend payable solely in Common Stock to which the provisions of Section 5(f) hereof are applicable, or any repurchase of any outstanding securities of the Company that is approved by the Board.

(f) California Code Sections 502 and 503 shall not apply with respect to distributions on shares junior to the Series A Preferred as they relate to repurchases of shares of Common Stock upon termination of employment or service as a consultant or director.

## **2. VOTING RIGHTS.**

**(a) General Rights.** Each holder of shares of the Series Preferred shall be entitled to the number of votes equal to the number of shares of Common Stock into which such shares of Series Preferred could be converted (pursuant to Section 5 hereof) immediately after the close of business on the record date fixed for such meeting or the effective date of such written consent and shall have voting rights and powers equal to the voting rights and powers of the Common Stock and shall be entitled to notice of any shareholders' meeting in accordance with the bylaws of the Company. Except as otherwise provided herein or as required by law, the Series Preferred shall vote together with the Common Stock at any annual or special meeting of the shareholders and not as a separate class, and may act by written consent in the same manner as the Common Stock.

**(b) Separate Vote of Series A Preferred.** In addition to any other vote or consent required herein or by law, the vote or written consent of the holders of a majority of the outstanding Series A Preferred shall be necessary for effecting or validating the following actions (whether by merger, recapitalization or otherwise):

**(i)** Any amendment, alteration, or repeal of any provision of the Certificate of Incorporation of the Company (including any filing of a Certificate of Designation), that alters or changes the voting or other powers, preferences, or other special rights, privileges or restrictions of the Series A Preferred so as to affect them adversely;

**(ii)** Any increase or decrease in the authorized number of shares of Common Stock or Preferred Stock;

**(iii)** Any authorization or any designation, whether by reclassification or otherwise, of any new class or series of stock or any other securities convertible into equity securities of the Company ranking on a parity with or senior to the Series A Preferred in right of redemption, liquidation preference, voting or dividend rights or any increase in the authorized or designated number of any such new class or series;

**(iv)** Any redemption, repurchase, payment or declaration of dividends or other distributions with respect to Common Stock or Preferred Stock (except for acquisitions of Common Stock by the Company permitted by Section 1(c)(i), (ii) and (iii) hereof);

**(v)** Any agreement by the Company or its stockholders regarding an Asset Transfer or Acquisition (each as defined in Section 4 hereof); or

**(vi)** Any voluntary dissolution or liquidation of the Company.

**(c) Election of Board of Directors.**

**(i)** For so long as at least 13,000,000 shares of Series A Preferred remain outstanding (subject to adjustment for any stock split, reverse stock split or similar event affecting the Series A Preferred after the filing date hereof) the holders of Series A Preferred, voting as a separate class, shall be entitled to elect three (3) members of the Board at

each meeting or pursuant to each consent of the Company's shareholders for the election of directors, and to remove from office such directors and to fill any vacancy caused by the resignation, death or removal of such directors.

(ii) The holders of Series A-1 Preferred and Common Stock, voting as a single class, shall be entitled to elect one (1) member of the Board at each meeting or pursuant to each consent of the Company's shareholders for the election of directors, and to remove from office such directors and to fill any vacancy caused by the resignation, death or removal of such directors.

(iii) The holders of Common Stock and Series Preferred, voting together as a single class on an as-if-converted basis, shall be entitled to elect all remaining members of the Board at each meeting or pursuant to each consent of the Company's shareholders for the election of directors, and to remove from office such directors and to fill any vacancy caused by the resignation, death or removal of such directors.

(iv) Every shareholder entitled to vote at an election for directors may cumulate such shareholder's votes and give one candidate a number of votes equal to the number of directors to be elected multiplied by the number of votes to which such shareholder's shares are otherwise entitled, or distribute the shareholder's votes on the same principle among as many candidates as such shareholder desires. No shareholder, however, shall be entitled to so cumulate such shareholder's votes unless (i) the names of such candidate or candidates have been placed in nomination prior to the voting and (ii) the shareholder has given notice at the meeting, prior to the voting, of such shareholder's intention to cumulate such shareholder's votes. If any shareholder has given proper notice to cumulate votes, all shareholders may cumulate their votes for any candidates who have been properly placed in nomination. Under cumulative voting, the candidates receiving the highest number of votes, up to the number of directors to be elected, are elected.

(v) One or more directors may be removed from office at any time without cause by the affirmative vote of the holders of a majority of the outstanding shares entitled to vote for that director as provided above; *provided, however*, that unless the entire Board is removed, no individual director may be removed when the votes cast against such director's removal, or not consenting in writing to such removal, would be sufficient to elect that director if voted cumulatively at an election which the same total number of votes were cast (or, if such action is taken by written consent, all shares entitled to vote were voted) and the entire number of directors authorized at the time of such director's most recent election were then being elected.

### 3. LIQUIDATION RIGHTS.

(a) Upon any liquidation, dissolution, or winding up of the Company, whether voluntary or involuntary (a "Liquidation Event"), before any distribution or payment shall be made to the holders of any Series A-1 Preferred or Common Stock, the holders of Series A Preferred shall be entitled to be paid out of the assets of the Company legally available for distribution for each share of Series A Preferred held by them, an amount per share of Series A

Preferred equal to the Original Issue Price of the Series A Preferred plus all declared and unpaid dividends on the Series A Preferred. If, upon any such Liquidation Event, the assets of the Company shall be insufficient to make payment in full to all holders of Series A Preferred of the liquidation preference set forth in this Section 3(a), then such assets (or consideration) shall be distributed among the holders of Series A Preferred at the time outstanding, ratably in proportion to the full amounts to which they would otherwise be respectively entitled.

(b) After the payment of the full liquidation preference of the Series A Preferred as set forth in Section 3(a) above, the holders of Series A-1 Preferred shall be entitled to be paid out of the assets of the Company legally available for distribution for each share of Series A-1 Preferred held by them, an amount per share of Series A-1 Preferred equal to the Original Issue Price of the Series A-1 Preferred plus all declared and unpaid dividends on the Series A-1 Preferred. If, upon any such Liquidation Event, the assets of the Company shall be insufficient to make payment in full to all holders of Series A-1 Preferred of the liquidation preference set forth in this Section 3(b), then such assets (or consideration) shall be distributed among the holders of Series A-1 Preferred at the time outstanding, ratably in proportion to the full amounts to which they would otherwise be respectively entitled.

(c) After the payment of the full liquidation preference of the Series Preferred as set forth in Sections 3(a) and 3(b) above, the assets of the Company legally available for distribution in such Liquidation Event (or the consideration received by the Company or its stockholders in such Acquisition or Asset Transfer), if any, shall be distributed ratably to the holders of the Common Stock and Series A Preferred on an as-if-converted to Common Stock basis.

#### **4. ASSET TRANSFER OR ACQUISITION RIGHTS.**

(a) In the event that the Company is a party to an Acquisition or Asset Transfer (as hereinafter defined), then each holder of Series Preferred shall be entitled to receive, for each share of Series Preferred then held, out of the proceeds of such Acquisition or Asset Transfer, the greater of the amount of cash, securities or other property to which such holder would be entitled to receive in a Liquidation Event pursuant to (i) Section 3(a), 3(b) and 3(c) above or (ii) the amount of cash, securities or other property to which such holder would be entitled to receive in a Liquidation Event with respect to such shares if such shares had been converted to Common Stock immediately prior to such Acquisition or Asset Transfer.

(b) For the purposes of this Section 4: (i) "Acquisition" shall mean (A) any consolidation or merger of the Company with or into any other corporation or other entity or person, or any other corporate reorganization, other than any such consolidation, merger or reorganization in which the shareholders of the Company immediately prior to such consolidation, merger or reorganization, continue to hold a majority of the voting power of the surviving entity in substantially the same proportions (or, if the surviving entity is a wholly owned subsidiary, its parent) immediately after such consolidation, merger or reorganization; or (B) any transaction or series of related transactions to which the Company is a party in which in excess of fifty percent (50%) of the Company's voting power is transferred; provided that an Acquisition shall not include any transaction or series of transactions principally for bona fide

equity financing purposes in which cash is received by the Company or any successor or indebtedness of the Company is cancelled or converted or a combination thereof; and (ii) "Asset Transfer" shall mean a sale, lease, exclusive license or other disposition of all or substantially all of the assets of the Company.

(c) In any Acquisition or Asset Transfer, if the consideration to be received is securities of a corporation or other property other than cash, its value will be deemed its fair market value as determined in good faith by the Board on the date such determination is made.

## **5. CONVERSION RIGHTS.**

The holders of the Series Preferred shall have the following rights with respect to the conversion of the Series Preferred into shares of Common Stock (the "Conversion Rights"):

(a) **Optional Conversion.** Subject to and in compliance with the provisions of this Section 5, any shares of Series Preferred may, at the option of the holder, be converted at any time into fully-paid and nonassessable shares of Common Stock. The number of shares of Common Stock to which a holder of Series Preferred shall be entitled upon conversion shall be the product obtained by multiplying the applicable "Series Preferred Conversion Rate" then in effect (determined as provided in Section 5(b)) by the number of shares of Series Preferred being converted.

(b) **Series Preferred Conversion Rate.** The conversion rate in effect at any time for conversion of the applicable series of Series Preferred (the "Series Preferred Conversion Rate") shall be the quotient obtained by dividing the applicable Original Issue Price of the Series Preferred by the "Series Preferred Conversion Price," calculated as provided in Section 5(c).

(c) **Series Preferred Conversion Price.** The applicable conversion price for the Series Preferred shall initially be the applicable Original Issue Price of the applicable Series Preferred (the "Series Preferred Conversion Price"). Such initial Series Preferred Conversion Price shall be adjusted from time to time in accordance with this Section 5; *provided, however*, that no adjustment shall be made to the Series Preferred Conversion Price for the Series A-1 Preferred pursuant to Section 5(h). All references to the Series Preferred Conversion Price herein shall mean the Series Preferred Conversion Price as so adjusted.

(d) **Mechanics of Conversion.** Each holder of Series Preferred who desires to convert the same into shares of Common Stock pursuant to this Section 5 shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Company or any transfer agent for the Series Preferred, and shall give written notice to the Company at such office that such holder elects to convert the same. Such notice shall state the number of shares of Series Preferred being converted. Thereupon, the Company shall promptly issue and deliver at such office to such holder a certificate or certificates for the number of shares of Common Stock to which such holder is entitled and shall promptly pay (i) in cash or, to the extent sufficient

funds are not then legally available therefor, in Common Stock (at the Common Stock's fair market value determined by the Board as of the date of such conversion), any declared and unpaid dividends on the shares of Series Preferred being converted and (ii) in cash (at the Common Stock's fair market value determined by the Board as of the date of conversion) the value of any fractional share of Common Stock otherwise issuable to any holder of Series Preferred. Such conversion shall be deemed to have been made at the close of business on the date of such surrender of the certificates representing the shares of Series Preferred to be converted, and the person entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder of such shares of Common Stock on such date.

**(e) Adjustment for Stock Splits and Combinations.** If at any time or from time to time on or after the date that the first share of Series Preferred is issued (the "Original Issue Date") the Company effects a subdivision of the outstanding Common Stock without a corresponding subdivision of the Series Preferred, the Series Preferred Conversion Price in effect immediately before that subdivision shall be proportionately decreased. Conversely, if at any time or from time to time after the Original Issue Date the Company combines the outstanding shares of Common Stock into a smaller number of shares without a corresponding combination of the Series Preferred, the Series Preferred Conversion Price in effect immediately before the combination shall be proportionately increased. Any adjustment under this Section 5(e) shall become effective at the close of business on the date the subdivision or combination becomes effective.

**(f) Adjustment for Common Stock Dividends and Distributions.** If at any time or from time to time on or after the Original Issue Date the Company pays to holders of Common Stock a dividend or other distribution in additional shares of Common Stock without a corresponding dividend or other distribution to holders of Preferred Stock, the Series Preferred Conversion Price then in effect shall be decreased as of the time of such issuance, as provided below:

**(i)** The Series Preferred Conversion Price shall be adjusted by multiplying the Series Preferred Conversion Price then in effect by a fraction equal to:

**(A)** the numerator of which is the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance, and

**(B)** the denominator of which is the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance plus the number of shares of Common Stock issuable in payment of such dividend or distribution;

**(ii)** If the Company fixes a record date to determine which holders of Common Stock are entitled to receive such dividend or other distribution, the Series Preferred Conversion Price shall be fixed as of the close of business on such record date and the number of shares of Common Stock shall be calculated immediately prior to the close of business on such record date; and

(iii) If such record date is fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Series Preferred Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter the Series Preferred Conversion Price shall be adjusted pursuant to this Section 5(f) to reflect the actual payment of such dividend or distribution.

(g) **Adjustment for Reclassification, Exchange, Substitution, Reorganization, Merger or Consolidation.** If at any time or from time to time on or after the Original Issue Date the Common Stock issuable upon the conversion of the Series Preferred is changed into the same or a different number of shares of any class or classes of stock, whether by recapitalization, reclassification, merger, consolidation or otherwise (other than an Acquisition or Asset Transfer as defined in Section 4 or a subdivision or combination of shares or stock dividend provided for elsewhere in this Section 5), in any such event each holder of Series Preferred shall then have the right to convert such stock into the kind and amount of stock and other securities and property receivable upon such recapitalization, reclassification, merger, consolidation or other change by holders of the maximum number of shares of Common Stock into which such shares of Series Preferred could have been converted immediately prior to such recapitalization, reclassification, merger, consolidation or change, all subject to further adjustment as provided herein or with respect to such other securities or property by the terms thereof. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 5 with respect to the rights of the holders of Series Preferred after the capital reorganization to the end that the provisions of this Section 5 (including adjustment of the Series Preferred Conversion Price then in effect and the number of shares issuable upon conversion of the Series Preferred) shall be applicable after that event and be as nearly equivalent as practicable.

(h) **Sale of Shares Below Series A Preferred Conversion Price.**

(i) If at any time or from time to time on or after the Original Issue Date the Company issues or sells, or is deemed by the express provisions of this Section 5(h) to have issued or sold, Additional Shares of Common Stock (as defined below), other than as provided in Section 5(e), 5(f) or 5(g) above, for an Effective Price (as defined below) less than the then effective Series Preferred Conversion Price of the Series A Preferred (a "Qualifying Dilutive Issuance"), then and in each such case, the then existing Series Preferred Conversion Price of the Series A Preferred shall be reduced, as of the opening of business on the date of such issue or sale, to a price determined by multiplying the Series Preferred Conversion Price of the Series A Preferred in effect immediately prior to such issuance or sale by a fraction equal to:

(A) the numerator of which shall be (A) the number of shares of Common Stock deemed outstanding (as determined below) immediately prior to such issue or sale, plus (B) the number of shares of Common Stock which the Aggregate Consideration (as defined below) received or deemed received by the Company for the total number of Additional Shares of Common Stock so issued would purchase at such then-existing Series Preferred Conversion Price of the Series A Preferred, and

(B) the denominator of which shall be the number of shares of Common Stock deemed outstanding (as determined below) immediately prior to such issue or sale plus the total number of Additional Shares of Common Stock so issued.

For the purposes of the preceding sentence, the number of shares of Common Stock deemed to be outstanding as of a given date shall be the sum of (A) the number of shares of Common Stock outstanding, (B) the number of shares of Common Stock into which the then outstanding shares of Series Preferred could be converted if fully converted on the day immediately preceding the given date, and (C) the number of shares of Common Stock which are issuable upon the exercise or conversion of all other rights, options and convertible securities outstanding on the day immediately preceding the given date.

(ii) No adjustment shall be made to the Series Preferred Conversion Price of the Series A Preferred in an amount less than one cent per share. Any adjustment required by this Section 5(h) shall be rounded to the nearest one cent \$0.01 per share. Any adjustment otherwise required by this Section 5(h) that is not required to be made due to the preceding two sentences shall be included in any subsequent adjustment to the Series Preferred Conversion Price of the Series A Preferred.

(iii) For the purpose of making any adjustment required under this Section 5(h), the aggregate consideration received by the Company for any issue or sale of securities (the "Aggregate Consideration") shall be defined as: (A) to the extent it consists of cash, be computed as the gross amount of cash received by the Company before deduction of any underwriting or similar commissions, compensation or concessions paid or allowed by the Company in connection with such issue or sale and without deduction of any expenses payable by the Company, (B) to the extent it consists of property other than cash, be computed at the fair value of that property as determined in good faith by the Board, and (C) if Additional Shares of Common Stock, Convertible Securities (as defined below) or rights or options to purchase either Additional Shares of Common Stock or Convertible Securities are issued or sold together with other stock or securities or other assets of the Company for a consideration which covers both, be computed as the portion of the consideration so received that may be reasonably determined in good faith by the Board to be allocable to such Additional Shares of Common Stock, Convertible Securities or rights or options.

(iv) For the purpose of the adjustment required under this Section 5(h), if the Company issues or sells (x) Preferred Stock or other stock, options, warrants, purchase rights or other securities convertible into, Additional Shares of Common Stock (such convertible stock or securities being herein referred to as "Convertible Securities") or (y) rights or options for the purchase of Additional Shares of Common Stock or Convertible Securities and if the Effective Price of such Additional Shares of Common Stock is less than the Series Preferred Conversion Price of the Series A Preferred, in each case the Company shall be deemed to have issued at the time of the issuance of such rights or options or Convertible Securities the maximum number of Additional Shares of Common Stock issuable upon exercise or conversion thereof and to have received as consideration for the issuance of such shares an amount equal to the total amount of the consideration, if any, received by the Company for the issuance of such rights or options or Convertible Securities plus:



(A) in the case of such rights or options, the minimum amounts of consideration, if any, payable to the Company upon the exercise of such rights or options; and

(B) in the case of Convertible Securities, the minimum amounts of consideration, if any, payable to the Company upon the conversion thereof (other than by cancellation of liabilities or obligations evidenced by such Convertible Securities); provided that if the minimum amounts of such consideration cannot be ascertained, but are a function of antidilution or similar protective clauses, the Company shall be deemed to have received the minimum amounts of consideration without reference to such clauses.

(C) If the minimum amount of consideration payable to the Company upon the exercise or conversion of rights, options or Convertible Securities is reduced over time or on the occurrence or non-occurrence of specified events other than by reason of antidilution adjustments, the Effective Price shall be recalculated using the figure to which such minimum amount of consideration is reduced; provided further, that if the minimum amount of consideration payable to the Company upon the exercise or conversion of such rights, options or Convertible Securities is subsequently increased, the Effective Price shall be again recalculated using the increased minimum amount of consideration payable to the Company upon the exercise or conversion of such rights, options or Convertible Securities.

(D) No further adjustment of the Series Preferred Conversion Price of the Series A Preferred, as adjusted upon the issuance of such rights, options or Convertible Securities, shall be made as a result of the actual issuance of Additional Shares of Common Stock or the exercise of any such rights or options or the conversion of any such Convertible Securities. If any such rights or options or the conversion privilege represented by any such Convertible Securities shall expire without having been exercised, the Series Preferred Conversion Price of the Series A Preferred as adjusted upon the issuance of such rights, options or Convertible Securities shall be readjusted to the Series Preferred Conversion Price of the Series A Preferred which would have been in effect had an adjustment been made on the basis that the only Additional Shares of Common Stock so issued were the Additional Shares of Common Stock, if any, actually issued or sold on the exercise of such rights or options or rights of conversion of such Convertible Securities, and such Additional Shares of Common Stock, if any, were issued or sold for the consideration actually received by the Company upon such exercise, plus the consideration, if any, actually received by the Company for the granting of all such rights or options, whether or not exercised, plus the consideration received for issuing or selling the Convertible Securities actually converted, plus the consideration, if any, actually received by the Company (other than by cancellation of liabilities or obligations evidenced by such Convertible Securities) on the conversion of such Convertible Securities, provided that such readjustment shall not apply to prior conversions of Series A Preferred.

(v) For the purpose of making any adjustment to the Conversion Price of the Series A Preferred required under this Section 5(h), "Additional Shares of Common Stock" shall mean all shares of Common Stock issued by the Company or deemed to be issued pursuant to this Section 5(h) (including shares of Common Stock subsequently reacquired or retired by the Company), other than:

(A) shares of Common Stock issued upon conversion of the Series Preferred;

(B) shares of Common Stock or Convertible Securities issued after the Original Issue Date to employees, officers or directors of, or consultants or advisors to the Company or any subsidiary pursuant to stock purchase or stock option plans or other arrangements that are approved by the Board

(C) shares of Common Stock issued pursuant to the exercise of Convertible Securities outstanding as of the Original Issue Date;

(D) shares of Common Stock or Convertible Securities issued for consideration other than cash pursuant to a merger, consolidation, acquisition, strategic alliance or similar business combination approved by the Board;

(E) shares of Common Stock or Convertible Securities issued pursuant to any equipment loan or leasing arrangement, real property leasing arrangement or debt financing from a bank or similar financial institution approved by the Board;

(F) shares of Common Stock or Convertible Securities issued to third-party service providers in exchange for or as partial consideration for services rendered to the Company, provided that the issuance of shares therein has been approved by the Board; and

(G) any Common Stock or Convertible Securities issued in connection with strategic transactions involving the Company and other entities, including (i) joint ventures, manufacturing, marketing or distribution arrangements or (ii) technology transfer or development arrangements; provided that the issuance of shares therein has been approved by the Board.

References to Common Stock in the subsections of this clause (v) above shall mean all shares of Common Stock issued by the Company or deemed to be issued pursuant to this Section 5(h). The "Effective Price" of Additional Shares of Common Stock shall mean the quotient determined by dividing the total number of Additional Shares of Common Stock issued or sold, or deemed to have been issued or sold by the Company under this Section 5(h), into the Aggregate Consideration received, or deemed to have been received by the Company for such issue under this Section 5(h), for such Additional Shares of Common Stock. In the event that the number of shares of Additional Shares of Common Stock or the Effective Price cannot be ascertained at the time of issuance, such Additional Shares of Common Stock shall be deemed issued immediately upon the occurrence of the first event that makes such number of shares or the Effective Price, as applicable, ascertainable.

(vi) In the event that the Company issues or sells, or is deemed to have issued or sold, Additional shares of Common Stock in a Qualifying Dilutive Issuance (the "First Dilutive Issuance"), then in the event that the Company issues or sells, or is deemed to have issued or sold, Additional Shares of Common Stock in a Qualifying Dilutive Issuance other

(i) Each share of Series Preferred shall automatically be converted into shares of Common Stock, based on the then-effective Series Preferred Conversion Price, (A) at any time upon the affirmative election of the holders of a majority of the outstanding shares of the Series Preferred, or (B) immediately upon the closing of a firmly underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, covering the offer and sale of Common Stock for the account of the Company in which the gross cash proceeds to the Company (before underwriting discounts, commissions and fees) are at least \$20,000,000. Upon such automatic conversion, any declared and unpaid dividends shall be paid in accordance with the provisions of Section 5(d).

(ii) Upon the occurrence of either of the events specified in Section 5(k)(i) above, the outstanding shares of Series Preferred shall be converted automatically without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Company or its transfer agent; *provided, however*, that the Company shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such conversion unless the certificates evidencing such shares of Series Preferred are either delivered to the Company or its transfer agent as provided below, or the holder notifies the Company or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Company to indemnify the Company from any loss incurred by it in connection with such certificates. Upon the occurrence of such automatic conversion of the Series Preferred, the holders of Series Preferred shall surrender the certificates representing such shares at the office of the Company or any transfer agent for the Series Preferred. Thereupon, there shall be issued and delivered to such holder promptly at such office and in its name as shown on such surrendered certificate or certificates, a certificate or certificates for the number of shares of Common Stock into which the shares of Series Preferred surrendered were convertible on the date on which such automatic conversion occurred, and any declared and unpaid dividends shall be paid in accordance with the provisions of Section 5(d).

(l) **Fractional Shares.** No fractional shares of Common Stock shall be issued upon conversion of Series Preferred. All shares of Common Stock (including fractions thereof) issuable upon conversion of more than one share of Series Preferred by a holder thereof shall be aggregated for purposes of determining whether the conversion would result in the issuance of any fractional share. If, after the aforementioned aggregation, the conversion would result in the issuance of any fractional share, the Company shall, in lieu of issuing any fractional share, pay cash equal to the product of such fraction multiplied by the fair market value of one share of Common Stock (as determined by the Board) on the date of conversion.

(m) **Reservation of Stock Issuable Upon Conversion.** The Company shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Series Preferred, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Series Preferred. If at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Series Preferred, the Company will take such corporate action as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose.

(n) **Notices.** Any notice required by the provisions of this Section 5 shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient; if not, then on the next business day, (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with verification of receipt. All notices shall be addressed to each holder of record at the address of such holder appearing on the books of the Company.

(o) **Payment of Taxes.** The Company will pay all taxes (other than taxes based upon income) and other governmental charges that may be imposed with respect to the issue or delivery of shares of Common Stock upon conversion of shares of Series Preferred, excluding any tax or other charge imposed in connection with any transfer involved in the issue and delivery of shares of Common Stock in a name other than that in which the shares of Series Preferred so converted were registered.

#### **6. NO REISSUANCE OF SERIES PREFERRED.**

No shares or shares of Series Preferred acquired by the Company by reason of redemption, purchase, conversion or otherwise shall be reissued.

### **IV.**

A. The liability of the directors of the Company for monetary damages shall be eliminated to the fullest extent permissible under California law.

B. The Company is authorized to provide indemnification of agents (as defined in Section 317 of the General Corporation Law of California) for breach of duty to the Company and its shareholders through bylaw provisions, agreements with agents, shareholder resolutions or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the General Corporation Law of California, subject to the limits on such excess indemnification set forth in Section 204 of the General Corporation Law of California. If, after the effective date of this Article, California law is amended in a manner which permits a company to limit the monetary or other liability of its directors or to authorize indemnification of, or advancement of such defense expenses to, its directors or other persons, in any such case to a greater extent than is permitted on such effective date, the references in this Article to "California law" shall to that extent be deemed to refer to California law as so amended.

C. Any repeal or modification of this Article V shall only be prospective and shall not affect the rights under this Article in effect at the time of the alleged occurrence of any action or omission to act giving rise to liability.

### **V.**

For the management of the business and for the conduct of the affairs of the Company, and in further definition, limitation and regulation of the powers of the Company, of its directors and of its shareholders or any class thereof, as the case may be, it is further *provided* that:

A. The management of the business and the conduct of the affairs of the Company shall be vested in its Board. The number of directors which shall constitute the whole Board shall be fixed by the Board in the manner provided in the Bylaws, subject to any restrictions which may be set forth in this Restated Certificate.

B. The Board of Directors is expressly empowered to adopt, amend or repeal the Bylaws of the Company. The shareholders shall also have the power to adopt, amend or repeal the Bylaws of the Company; provided however, that, in addition to any vote of the holders of any class or series of stock of the Company required by law or by this Certificate of Incorporation, the affirmative vote of the holders of a majority of the voting power of all of the then-outstanding shares of the capital stock of the Company entitled to vote generally in the election of directors, voting together as a single class, shall be required to adopt, amend or repeal any provision of the Bylaws of the Company.

C. The directors of the Company need not be elected by written ballot unless a shareholder demands election by ballot at the meeting and before the voting begins or unless the Bylaws so provide.

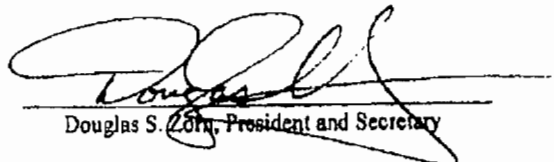
\* \* \* \*

**THREE:** The foregoing amendment and restatement of the Articles of Incorporation has been duly approved by the Board of Directors of this Company.

**FOUR:** The foregoing amendment and restatement of the Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902 of the a General Corporation Law of California. The Company has one class of stock outstanding and such class of stock is entitled to vote with respect to the amendment herein set forth. The total number of outstanding shares of Common Stock of the Company is 4,238,000. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than a majority of the outstanding Common Stock voting as a class.

The undersigned, Douglas S. Zorn, the President and Secretary of STARVOX COMMUNICATIONS, INC., declares under penalty of perjury under the laws of the State of California that the matters set out in the foregoing Certificate are true of their own knowledge.

Executed at San Jose, California on October 5, 2005.

  
Douglas S. Zorn, President and Secretary

A0657960

FILED

in the office of the Secretary of State  
of the State of California

MAR 08 2007

C2457773  
CERTIFICATE OF AMENDMENT

OF

AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

STARVOX COMMUNICATIONS, INC.

The undersigned, Douglas Zorn, hereby certifies that:

1. He is the President and Secretary of StarVox Communications, Inc. (the "Company").

2. Paragraphs A and B of Article III of the Amended and Restated Articles of Incorporation of the Company are amended to read as follows:

"A. The Corporation is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares which the Corporation is authorized to issue is 400,000,000 shares, 368,100,000 of which shall be Common Stock (the "Common Stock") and 31,900,000 of which shall be Preferred Stock (the "Preferred Stock"). The Preferred Stock shall have a par value of \$0.001 per share and the Common Stock shall have a par value of \$0.001 per share.

B. 30,000,000 of the authorized shares of Preferred Stock are hereby designated "Series A Preferred Stock" (the "Series A Preferred")."

3. Section 4(b) of Article III of the Amended and Restated Articles of Incorporation of the Company is amended to read in its entirety as follows:

(b) For the purposes of this Section 4: (i) "Acquisition" shall mean (A) any consolidation or merger of the Company with or into any other corporation or other entity or person, or any other corporate reorganization, other than any such consolidation, merger or reorganization in which the shareholders of the Company immediately prior to such consolidation, merger or reorganization, continue to hold a majority of the voting power of the surviving entity in substantially the same proportions (or if the surviving entity is a wholly owned subsidiary, its parent) immediately after such consolidation, merger or reorganization; or (B) any transaction or series of related transactions to which the Company is a party in which in excess of fifty percent (50%) of the Company's voting power is transferred; provided, that an Acquisition shall not include any transaction or series of transactions principally for bona fide equity purposes in which cash is received by the Company or any successor or indebtedness of the Company is cancelled or converted or a combination thereof; provided further, that the merger of the Company with U.S. Wireless Data, Inc. ("USWD") as contemplated by that certain Amended and Restated Agreement and Plan of Merger (the "Merger Agreement"), dated as of February 6, 2006, as further amended March 7, 2007, by and among USWD, StarVox Acquisition, Inc., a wholly-owned subsidiary of

USWD, and the Company shall not be deemed an Acquisition and in connection therewith any distributions to the shareholders of the Company shall be made pursuant to the terms of the Merger Agreement and not these Articles of Incorporation."

4. Section 5(h)(v) of Article III of the Amended and Restated Articles of Incorporation of the Company is amended to add the following subsection (H):

"(H) the Convertible Securities, and the shares of Common Stock issued upon conversion of the Convertible Securities, issued in connection with the Company's October 19, 2006 Bridge Financing."

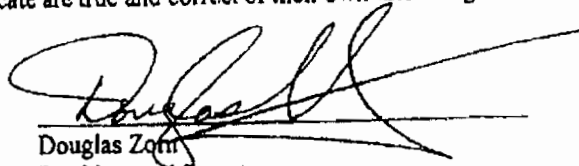
5. The foregoing amendment to the Amended and Restated Articles of Incorporation of the Company has been duly approved by the board of directors of the Company.

6. The foregoing amendment to the Amended and Restated Articles of Incorporation of the Company has been duly approved by the required vote of shareholders in accordance with Sections 902 and 903 of the California Corporations Code. The total number of shares entitled to vote with respect to the foregoing amendment was 3,460,000 shares of Common Stock, 18,835,688 shares of Series A Preferred Stock and 1,900,000 shares of Series A-1 Preferred Stock. The number of shares voting in favor of the foregoing amendment equaled or exceeded the vote required. The vote required was greater than a majority of the outstanding shares of Common Stock and Preferred Stock voting together as a separate class; greater than a majority of the outstanding shares of Common Stock voting as a separate class; greater than a majority of the outstanding shares of Series A Preferred Stock and Series A-1 Preferred Stock voting together as a separate class; greater than a majority of the outstanding shares of Series A Preferred Stock voting as a separate class; and greater than a majority of the outstanding shares of Series A-1 Preferred Stock voting as a separate class.



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

Dated: March 8, 2007

  
Douglas Zorn  
President and Secretary

A0658555

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the office of the Secretary of State  
of the State of California

MAR 23 2007

## AGREEMENT OF MERGER

This Agreement of Merger, dated as of March 23, 2007 (this "Agreement"), is made and entered into by StarVox Acquisition, Inc., a California corporation (being herein referred to as "Merger Sub"), and StarVox Communications, Inc., a California corporation (the "Company"). The Company and Merger Sub are herein collectively referred to as the "Constituent Corporations."

### RECITALS

- A. U.S. Wireless Data, Inc., a Delaware corporation ("Parent"), directly owns all of the outstanding shares of capital stock of Merger Sub.
- B. The Constituent Corporations and Parent have entered into an Amended and Restated Agreement and Plan of Reorganization, dated as of February 6, 2007 (the "Merger Agreement"), providing for certain representations, warranties, conditions and covenants in connection with the transactions contemplated thereby (the "Merger").
- C. The Boards of Directors of the Constituent Corporations deem it advisable and in the best interests of the Constituent Corporations and in the best interests of the respective shareholders of the Constituent Corporations that Merger Sub be merged with and into the Company, and in accordance therewith, have approved this Agreement, the Merger Agreement and the Merger.
- D. The respective shareholders of the Constituent Corporations have duly approved of and adopted the Merger Agreement and the Merger.

NOW, THEREFORE, the parties hereto hereby agree as follows:

### ARTICLE I THE CONSTITUENT CORPORATIONS

1.1 Capitalization of Company. Company was incorporated under the laws of the State of California on June 28, 2004.

1.2 Company Capital Stock. The Company has authorized capital stock of 400,000,000 shares (the "Company Capital Stock") consisting of 368,100,000 shares of authorized Common Stock, of which 3,460,000 shares are issued and outstanding (the "Company Common Stock"), and 31,900,000 shares of authorized Preferred Stock (the "Company Preferred Stock"). Of the authorized Company Preferred Stock, 30,000,000 shares are designated Series A Preferred, of which 28,211,347 shares are issued and outstanding, and 1,900,000 shares are designated Series A-1 Preferred, of which 1,900,000 are issued and outstanding.

1.3 Capitalization of Merger Sub. Merger Sub was incorporated under the laws of the State of California on June 6, 2006. Merger Sub is authorized to issue an aggregate of 1,000 shares of its capital stock (the "Sub Common"). On the date hereof, an aggregate of 1,000 shares of Sub Common were issued and outstanding, all of which are held by Parent.

## ARTICLE II THE MERGER

2.1 The Merger. At the Effective Time (as defined in Section 2.2) and subject to and upon the terms and conditions of this Agreement and the applicable provisions of the California General Corporation Law (the "CGCL"), Merger Sub shall be merged with and into the Company, the separate corporate existence of Merger Sub and the Company shall continue as the surviving corporation (the Company after the Merger is sometimes referred to herein as the "Surviving Corporation").

2.2 Effective Time. Subject to the conditions of this Agreement, the Merger shall be effective on the date upon which this Agreement and all required officers' certificates and other appropriate documents are filed with the Secretary of State of the State of California (the "Effective Time") pursuant to Section 1103 of the CGCL.

2.3 Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in this Agreement and in the applicable provisions of the CGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of the Company and Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Company and Merger Sub shall become the debts, liabilities and duties of the Surviving Corporation.

## ARTICLE III ARTICLES OF INCORPORATION, NAME, AND DIRECTORS AND OFFICERS OF SURVIVING CORPORATION

3.1 Articles of Incorporation. At the Effective Time, the Articles of Incorporation of the Surviving Corporation shall be amended and restated in their entirety in the form attached hereto as Exhibit A.

3.2 Name. The name of the Surviving Corporation will be "StarVox Communications, Inc."

3.3 Directors and Officers. The directors of the Company immediately prior to the Effective Time shall become the directors of the Surviving Corporation, each to hold office in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation. The officers of the Company immediately prior to the Effective Time shall become the officers of the Surviving Corporation, each to hold office in accordance with the Bylaws of the Surviving Corporation.

## ARTICLE IV MANNER AND BASIS OF CONVERTING SHARES OF THE CONSTITUENT CORPORATIONS

4.1 Effect on Capital Stock. Subject to the terms and conditions of this Agreement, at the Effective Time, by virtue of the Merger and this Agreement and without any action on the part of Merger Sub, the Company or the holders of any of the following securities, the following shall occur:

(a) All shares of Company Common Stock and Company Preferred Stock issued and outstanding immediately prior to the Effective Time (other than any shares of Company Common Stock to be cancelled and retired pursuant to Section 4.5(d) and any Dissenting Shares as defined in Section 4.13 below) shall be converted, on a pro rata basis, automatically into the right to receive 285,149 shares of fully paid and non-assessable shares of Parent Series A Preferred Stock, par value \$0.01 ("Parent Preferred Stock"), which, when converted, will equal 21,012,878 fully paid and non-assessable shares of Parent Common Stock. For purposes of this Agreement, the "Company Stock Exchange Ratio" shall initially be the per share conversion ratio of one share of either of Company Common Stock or Company Preferred Stock (together, the "Company Capital Stock") into 0.00140303 shares of Parent Preferred Stock, subject to adjustment as set forth in Section 4.5(h).

(b) From and after the Effective Time, all shares of Company Common Stock, and Company Preferred Stock (together, "Company Capital Stock") (other than any shares of Company Capital Stock to be canceled and retired pursuant to Section 4.5(d) and any Dissenting Shares) shall be deemed canceled and shall cease to exist, and each holder of a certificate which previously represented any such share of Company Capital Stock (each, a "Company Certificate" and, collectively, the "Company Certificates") shall cease to have any rights with respect thereto except as set forth herein or under applicable law. The shares of Parent Preferred Stock to be issued pursuant to Section 4.5(a) are collectively referred to herein as the "Merger Shares" or the "Merger Consideration."

(c) Certificates for Shares. The certificates representing the shares of Parent Preferred Stock issuable with respect to certificates for shares of Company Capital Stock ("Certificates") shall be issued to the holders of the shares of Company Capital Stock upon surrender of the Certificates representing such shares in the manner provided in Section 4.6 (or in the case of a lost, stolen or destroyed certificate, upon delivery of an affidavit (and indemnity, if required) in the manner provided in Section 4.8).

(d) Cancellation of Treasury and Parent-Owned Stock. Each share of Company Capital Stock held by the Company or owned by Merger Sub, Parent or any direct or indirect wholly-owned subsidiary of the Company or of Parent immediately prior to the Effective Time shall be canceled and extinguished without any conversion or payment in respect thereof.

(e) Stock Options. All options to purchase Company Common Stock ("Company Stock Options" or "Company Stock Option") then outstanding under the Company's 2007 Stock Plan (the "Company Stock Option Plan") shall be assumed by Parent as set forth below.

(i) At the Effective Time, each Company Stock Option, whether vested or unvested, shall be assumed by Parent. Accordingly, each Company Stock Option shall be deemed to constitute an option to acquire, on the same terms and conditions as were applicable under such Company Stock Option, a number of shares of Parent Preferred Stock, such that upon conversion of such Parent Preferred Stock, the holder of the option would receive the same number of shares of Parent Common Stock as the holder of such Company Stock Option would have been entitled to receive pursuant to the Merger had such holder exercised such option in full including as to unvested shares, immediately prior to the Effective Time (rounded down to the nearest whole number), at a price per share (rounded up to the nearest whole cent) equal to (i) the aggregate exercise price for the

shares of Company Common Stock otherwise purchasable pursuant to such Company Stock Option divided by (ii) the number of full shares of Parent Common Stock deemed purchasable pursuant to such Parent stock option in accordance with the foregoing. As soon as practicable after the Effective Time, Parent shall deliver to the holders of Company Stock Options appropriate notice evidencing the foregoing assumption and setting forth such participants' rights pursuant thereto, and the grants shall continue in effect on the same terms and conditions as existed on the date of this Agreement (subject to the adjustments required by this Section 4.1(e)(i) after giving effect to the Merger). In the case of any Company Stock Option to which Section 422 of the Internal Revenue Code of 1986, as amended (the "Code") applies ("Incentive Stock Options"), Parent shall comply with the terms of the Company Option Plan to ensure, to the extent required by, and subject to the provisions of, such plan, that Company Stock Options which qualified as Incentive Stock Options prior the Effective Time continue to qualify as Incentive Stock Options after the Effective Time.

(f) Warrants. All warrants to purchase Company Common Stock (the "Company Warrants") then outstanding shall be assumed by Parent as set forth below, provided, however, that if a Company Warrant cannot be assumed in accordance with its terms or if the Company and Parent mutually agree that a modification to the Company Warrant is required in connection with its assumption prior to the Closing, then such modification shall be satisfactory to each of the Company and Parent.

(i) Within 30 days after the Closing, Parent will issue warrants to acquire shares of Parent Preferred Stock, with such number of shares of Parent Preferred Stock to be based on the Company Stock Exchange Ratio, as applicable, to existing warrant holders of the Company (such issuance to be conditioned upon delivery to Parent and cancellation of existing Company warrants) such that the holder of such warrants upon exercise will receive that number of shares of Parent Common Stock as such holder would have been entitled to receive pursuant to the Merger had such holder exercised such warrants immediately prior to the Effective Time (rounded down to the nearest whole number), with the same expiration date as currently exists and at a per share exercise price proportionately adjusted for the Company Stock Exchange Ratio, as applicable.

(g) Capital Stock of Merger Sub. Each share of Common Stock, no par value per share, of Merger Sub (the "Merger Sub Common Stock") issued and outstanding immediately prior to the Effective Time shall be converted automatically into one validly issued, fully paid and non-assessable share of common stock, \$.001 par value per share, of the Surviving Corporation. Each certificate evidencing ownership of shares of Merger Sub Common Stock shall evidence ownership of such shares of common stock of the Surviving Corporation.

(h) Adjustments to Exchange Ratios. The numbers of shares of Parent Preferred Stock that the holders of the Company Capital Stock are entitled to receive as a result of the Merger shall be equitably adjusted to reflect appropriately the effect of any stock split, reverse stock split, stock dividend (including any dividend or distribution of securities convertible into Parent Preferred Stock or Company Capital Stock), extraordinary cash dividends, reorganization, recapitalization, reclassification, combination, exchange of shares or other like change with respect to Parent Preferred Stock or Company Capital Stock occurring on or after the date hereof and prior to the Effective Time.

(i) Fractional Shares. Upon conversion of the Parent Preferred Stock, no fraction of a share of Parent Common Stock will be issued by virtue of the Merger, and each holder of shares of Company Capital Stock who would otherwise be entitled to a fraction of a share of Parent Common Stock (after aggregating all fractional shares of Parent Common Stock that otherwise would be received by such holder) shall, upon compliance with Section 1.6, receive from Parent, in lieu of such fractional share, one (1) share of Parent Common Stock.

4.2 Surrender of Certificates. The procedures for exchanging outstanding shares of Company Capital Stock for Merger Consideration pursuant to the Merger are set forth below.

(a) As promptly as practicable before or after the Effective Time, the parties will send to each shareholder of the Company a letter of transmittal, in form approved by the Company and Parent, for use in exchanging all Certificates registered in the name of such shareholder for the Merger Consideration to which such shareholder may be entitled as determined in accordance with the provisions of this Agreement. Upon surrender by a shareholder of all Certificates (or lost certificate affidavits) registered in the name of such shareholder to Parent, together with a duly executed letter of transmittal, such shareholder will be entitled to receive, in exchange for all of such Certificates, the portion of the Merger Consideration to which such shareholder may be entitled (as determined in accordance with the provisions of this Agreement), and such Certificates will be canceled. It is intended that such letter of transmittal will contain provisions requiring each executing shareholder thereof to, among other things, (a) acknowledge and agree to be bound by the terms of this Agreement, including Section 4.1 (Effect on Capital Stock), (b) make certain representations and warranties with respect to such executing shareholder and the shares of Company Stock owned or held by such executing shareholder, (c) waive all appraisal or dissenters' rights, and (d) deliver original Certificates (or an affidavit of loss and indemnity) together with blank stock powers and other instruments of transfer, in each case in a form reasonably satisfactory to Parent and as a condition precedent to Parent's obligation to issue shares of Parent Preferred Stock or Parent Common Stock to such shareholder.

(b) The Merger Consideration issued pursuant to the Merger shall be deemed to have been issued at the Effective Time. If any certificate representing shares of Parent Preferred Stock or Parent Common Stock are to be issued in a name other than that in which the certificate surrendered is registered, it shall be a condition of such exchange that the person requesting such exchange shall deliver to Parent all documents necessary to evidence and effect such transfer and shall pay to Parent any transfer or other taxes required by reason of the issuance of a certificate representing shares of Parent Preferred Stock or Parent Common Stock in a name other than that of the registered holder of the certificate surrendered, or establish to the satisfaction of Parent that such tax has been paid or is not applicable.

4.3 No Further Ownership Rights in Company Stock. All shares of Parent Preferred Stock issued in accordance with the terms hereof shall be deemed to have been issued in full satisfaction of all rights pertaining to such shares of Company Stock and there shall be no further registration of transfers on the records of the Surviving Corporation of shares of Company Capital Stock that were outstanding immediately prior to the Effective Time. If, after the Effective Time, Certificates are presented to the Surviving Corporation for any reason, they shall be canceled and exchanged as provided herein.

4.4 Lost, Stolen or Destroyed Certificates. In the event that any Certificates shall have been lost, stolen or destroyed, Parent shall issue in exchange for such lost, stolen or destroyed Certificates, upon the making of an affidavit of that fact by the holder thereof, the certificates representing the shares of Parent Preferred Stock that the shares of Company Common Stock formerly represented by such Certificates were converted into and any dividends or distributions payable pursuant to Section 4.2; *provided, however*, that, as a condition precedent to the issuance of such certificates representing shares of Parent Preferred Stock and other distributions, the owner of such lost, stolen or destroyed Certificates shall indemnify Parent against any claim that may be made against Parent or the Surviving Corporation with respect to the Certificates alleged to have been lost, stolen or destroyed.

4.5 Tax Consequences. It is intended by the parties hereto that the Merger shall constitute a reorganization within the meaning of Section 368 of the Code. The parties hereto adopt this Agreement as a "plan of reorganization" within the meaning of Sections 1.368-2(g) and 1.368-3(a) of the Treasury Regulations under the Code.

4.6 Taking of Necessary Action; Further Action. If, at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Corporation with full right, title and possession to all assets, property, rights, privileges, powers and franchises of the Company and Merger Sub, the officers and directors of the Company and Merger Sub will take all such lawful and necessary action.

4.7 Rule 145. All shares of Parent Preferred Stock issued pursuant to this Agreement to "affiliates" of the Company will be subject to certain resale restrictions under Rule 145 promulgated under the Securities Act and all certificates representing such shares shall bear an appropriate restrictive legend.

4.8 Notice to Holders of Derivative Securities. As promptly as practicable after the execution of this Agreement, the Company, after consultation with Parent, shall give the holders of derivative securities of the Company any required notices pursuant to the terms thereof, with the expectation that each such derivative security shall be assumed by Parent in accordance with the provisions of Section 4.1, *provided, however*, that if a derivative security cannot be assumed in accordance with its terms consistent with Section 4.1, or if the Company and Parent mutually agree that a modification to the derivative security is required in connection with its assumption prior to the Closing, then such modification shall be satisfactory to each of the Company and Parent.

4.9 Shares Subject to Dissenters' Rights.

(a) Notwithstanding any provisions of this Agreement to the contrary, Dissenting Shares (as hereinafter defined) shall not be converted into a right to receive Parent Preferred Stock and the holders thereof shall be entitled only to such rights as are granted by the CGCL. Each holder of Dissenting Shares who becomes entitled to payment for such shares pursuant to the CGCL shall receive payment therefor from the Surviving Corporation in accordance with the CGCL, *provided, however*, that (i) if any shareholder of the Company who asserts dissenters' rights in connection with the Merger (a "Dissenter") shall have failed to establish his entitlement to such rights as provided in the CGCL, or (ii) if any such Dissenter shall have effectively withdrawn his demand for payment for such shares or waived or lost his right to payment for his shares under the appraisal rights process

under the CGCL, the shares of Company Common Stock held by such Dissenter shall be treated as if they had been converted, as of the Effective Time, into a right to receive Parent Preferred Stock and as provided in Section 4.1. The Company shall give Parent prompt notice of any demands for payment received by the Company from a person asserting dissenters' rights, and Parent shall have the right to participate in all negotiations and proceedings with respect to such demands. The Company shall not, except with the prior written consent of Parent, make any payment with respect to, or settle or offer to settle, any such demands.

(b) As used herein, "Dissenting Shares" means any shares of Company Common Stock held by shareholders of the Company who are entitled to dissenters' rights under the CGCL, and who have properly exercised, perfected and not subsequently withdrawn or lost or waived their rights to demand payment with respect to their shares in accordance with the CGCL.

#### ARTICLE V TERMINATION AND AMENDMENT

5.1 Termination. Notwithstanding the approval of this Agreement by the sole shareholder of Merger Sub and shareholders of the Company, this Agreement may be terminated at any time prior to the Effective Time (i) by mutual agreement of the Boards of Directors of the Parent and Company.

5.2 Effect of Termination. In the event of the termination of this Agreement as provided above, this Agreement shall forthwith become void and there shall be no liability on the part of either Company or Merger Sub or their respective officers or directors, except as otherwise provided in the Merger Agreement.

5.3 Amendment. This Agreement may be amended by the parties hereto at any time before or after approval hereof by the shareholders of either the Company or Merger Sub by an instrument in writing signed on behalf of each of the parties hereto, provided, however, that after any such approval, no amendment will be made which, under the applicable provisions of the CGCL, requires the further approval of the shareholders without obtaining such approval. Notwithstanding the foregoing, this Agreement may not be amended after the Effective Time of the Merger.

*[Remainder of Page Intentionally Left Blank]*



IN WITNESS WHEREOF, the parties have duly executed this Agreement of Merger as of the date first written above.

STARVOX COMMUNICATIONS, INC.

By: Thomas E. Rowley  
Thomas E. Rowley,  
Chief Executive Officer

By: [Signature]  
Douglas Zorn, Secretary

STARVOX ACQUISITION, INC.

By: \_\_\_\_\_  
Jay Wolf, President and Secretary

IN WITNESS WHEREOF, the parties have duly executed this Agreement of Merger as of the date first written above.

**STARVOX COMMUNICATIONS, INC.**

By: \_\_\_\_\_  
Thomas E. Rowley,  
Chief Executive Officer

By: \_\_\_\_\_  
Douglas Zorn, Secretary

**STARVOX ACQUISITION, INC.**

By: \_\_\_\_\_  
Jay Wolf, President and Secretary

**EXHIBIT A**  
**AMENDED AND RESTATED**  
**ARTICLES OF INCORPORATION**  
**OF**

**STARVOX COMMUNICATIONS, INC.**

**ARTICLE I**

The name of this corporation is StarVox Communications, Inc.

**ARTICLE II**

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

**ARTICLE III**

This corporation is authorized to issue only one class of shares of stock, designated "Common Stock." The total number of shares which this Corporation is authorized to issue is 1,000 with par value of \$0.001 per share.

**ARTICLE IV**

1. Limitation of Directors' Liability. The liability of the directors of this corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.
2. Indemnification of Corporate Agents. This corporation is authorized to indemnify its agents to the fullest extent permissible under California law. For purposes of this provision the term "agent" has the meaning set forth in Section 317 of the California Corporations Code.
3. Repeal or Modification. Any repeal or modification of the foregoing provisions of this Article Five shall not adversely affect any right of indemnification of an agent or limitation of liability of any director of this corporation relating to acts or omissions occurring prior to such repeal or modification.

\*\*\*\*\*

**STARVOX COMMUNICATIONS, INC.**  
a California corporation

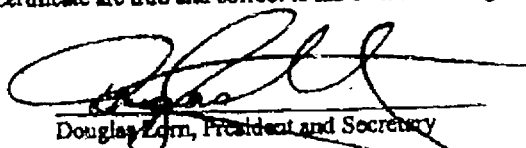
**OFFICER'S CERTIFICATE OF APPROVAL OF MERGER**

I, Douglas Zorn, do hereby certify:

1. That I am the duly elected and acting President and Secretary of StarVox Communications, Inc., a California corporation (the "Corporation");
2. That the Agreement of Merger attached to this Certificate (the "Merger Agreement"), between the Corporation and StarVox Acquisition, Inc. ("Merger Sub"), a California corporation and a wholly-owned subsidiary of U.S. Wireless Data, Inc. ("Parent"), a Delaware corporation, and the Corporation, was duly approved by the board of directors of the Corporation and by the shareholders of the Corporation. The Merger Agreement provides for the merger (the "Merger") of Merger Sub with and into the Corporation with the Corporation surviving the merger and becoming a wholly-owned subsidiary of Parent.
3. The Corporation has authorized capital of 400,000,000 shares, 368,100,000 of which are designated "Common Stock", \$0.001 par value, and 31,900,000 of which are designated "Preferred Stock", \$0.001 par value, consisting of 30,000,000 shares of Series A Preferred Stock and 1,900,000 shares of Series A-1 Preferred Stock. The number of shares of Common Stock outstanding and entitled to vote upon the Merger was 3,460,000 shares. The number of shares of Series A Preferred Stock outstanding and entitled to vote on the Merger was 18,835,688 shares. The number of shares of Series A-1 Preferred Stock outstanding and entitled to vote upon the Merger was 1,900,000 shares.
4. The principal terms of the Merger Agreement were approved by the Corporation by a vote of the shareholders that equaled or exceeded the vote required. The percentage vote required to approve the Merger Agreement was the affirmative vote of (i) holders of a majority of the outstanding shares of the Corporation's Common Stock, voting as a separate class, (ii) the holders of a majority of the outstanding shares of the Corporation's Series A Preferred Stock, voting as a separate class and (iii) the holders of a majority of the outstanding shares of the Corporation's Series A-1 Preferred Stock, voting as a separate class.

5. The undersigned declares under penalty of perjury under the laws of the State of California that the statements set forth in this Certificate are true and correct to his own knowledge.

Dated: March 23, 2007

  
Douglas Zorn, President and Secretary

BEST COPY  
AVAILABLE

**STARVOX ACQUISITION, INC.**  
a California corporation

**OFFICERS' CERTIFICATE OF APPROVAL OF MERGER**

I, Jay Wolf, do hereby certify:

1. I am the duly elected and acting President and Secretary of StarVox Acquisition, Inc., a California corporation (the "Corporation");

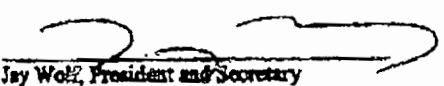
2. That the Agreement of Merger attached to this Certificate (the "Merger Agreement"), between the Corporation, a wholly-owned subsidiary of U.S. Wireless Data, Inc. ("Parent"), and StarVox Communications, Inc. ("StarVox"), a California corporation, was duly approved by the board of directors of the Corporation and the sole shareholder of the Corporation. The Merger Agreement provides for the merger (the "Merger") of the Corporation with and into StarVox with StarVox surviving the merger and becoming a wholly-owned subsidiary of Parent.

3. The Corporation has only one class of stock, which is designated "Common Stock", \$0.001 per share, and only the Common Stock was entitled to vote on the Merger Agreement. The percentage vote required to approve the Merger Agreement was the affirmative vote of a majority of the outstanding shares of Common Stock. The number of shares of Common Stock outstanding and entitled to vote on the Agreement of Merger was 1000 shares. The principal terms of the Merger Agreement were approved by the Corporation by a vote of the shareholders that equaled or exceeded the vote required. The shareholder approval was by the holder of one hundred percent (100%) of the outstanding shares of the Corporation's Common Stock.

4. That no vote of the stockholders of U.S. Wireless Data, Inc., a Delaware corporation, was required to approve the Merger Agreement.

5. The undersigned declares under penalty of perjury under the laws of the State of California that the statements set forth in this Certificate are true and correct to his own knowledge.

Dated: March 23, 2007

  
Jay Wolf, President and Secretary



**EXHIBIT C**

**AUTHORITY TO TRANSACTION BUSINESS  
IN TENNESSEE**

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

DATE: 09/13/07  
REQUEST NUMBER: 6128-0300  
TELEPHONE CONTACT: (615) 741-2286  
FILE DATE/TIME: 09/13/07 0905  
EFFECTIVE DATE/TIME: 09/13/07 0905  
CONTROL NUMBER: 0558584

TO:  
HELEIN & MARASHLIAN, LLC  
1483 CHAIN BRIDGE RD  
SUZANNE RAFALKO/S301  
MCLEAN, VA 22101

RE:  
STARVOX COMMUNICATIONS, INC.  
APPLICATION FOR CERTIFICATE OF AUTHORITY -  
FOR PROFIT

WELCOME TO THE STATE OF TENNESSEE. THE ATTACHED CERTIFICATE OF  
AUTHORITY HAS BEEN FILED WITH AN EFFECTIVE DATE AS INDICATED ABOVE.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF STATE  
ON OR BEFORE THE FIRST DATE OF THE FOURTH MONTH FOLLOWING THE CLOSE OF THE  
CORPORATION'S FISCAL YEAR. PLEASE PROVIDE THIS OFFICE WITH WRITTEN  
NOTIFICATION OF THE CORPORATION'S FISCAL YEAR. THIS OFFICE WILL MAIL THE  
REPORT DURING THE LAST MONTH OF SAID FISCAL YEAR TO THE CORPORATION AT THE  
ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING ADDRESS PROVIDED TO THIS  
OFFICE IN WRITING. FAILURE TO FILE THIS REPORT OR TO MAINTAIN A REGISTERED  
AGENT AND OFFICE WILL SUBJECT THE CORPORATION TO ADMINISTRATIVE REVOCATION  
OF ITS CERTIFICATE OF AUTHORITY.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR  
FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE.

-----  
FOR: APPLICATION FOR CERTIFICATE OF AUTHORITY -  
FOR PROFIT

ON DATE: 09/13/07

FROM:  
HELEIN & MARASHLIAN, LLC  
1483 CHAIN BRIDGE RD  
SUITE 301  
MCLEAN, VA 22101-0000

FEES  
RECEIVED: \$600.00 \$0.00  
TOTAL PAYMENT RECEIVED: \$600.00

RECEIPT NUMBER: 00004267278  
ACCOUNT NUMBER: 00578959



SS-4458

*Riley C. Darnell*

RILEY C. DARNELL  
SECRETARY OF STATE

State of Tennessee



Department of State  
Corporate Filings  
312 Eighth Avenue North  
6th Floor, William R. Snodgrass Tower  
Nashville, TN 37243

APPLICATION FOR  
CERTIFICATE OF AUTHORITY  
(FOR PROFIT)

STATE RECEIVED  
2007 SEP 13 14 50  
RILEY R. BIRDELL  
SECRETARY OF STATE  
Office Use Only  
**FILED**

Pursuant to the provisions of Section 48-25-103 of the Tennessee Business Corporation Act, the undersigned corporation hereby applies for a certificate of authority to transact business in the State of Tennessee, and for that purpose sets forth:

1. The name of the corporation is StarVox Communications, Inc.  
\*If different, the name under which the certificate of authority is to be obtained is \_\_\_\_\_

[NOTES: The Secretary of State of the State of Tennessee may not issue a certificate of authority to a foreign corporation for profit if its name does not comply with the requirements of Section 48-14-101 of the Tennessee Business Corporation Act. \*If obtaining a certificate of authority under a different corporate name, an application for registration of an assumed corporate name must be filed pursuant to Section 48-14-101(d) with an additional \$20.00 fee.]

2. The state or country under whose law it is incorporated is California

3. The date of its incorporation is June 28, 2004 (must be month, day, and year), and the period of duration, if other than perpetual, is \_\_\_\_\_

4. The complete street address (including zip code) of its principal office is  

2728 Orchard Parkway	San Jose	California/Santa Clara	95134
Street	City	State/County	Zip Code

5. The complete street address (including the county and the zip code) of its registered office in Tennessee and the name of its registered agent is  

1900 Church Street, Suite 400	Nashville	Tennessee	37203
Street	City	State/County	Zip Code

Registered Agent National Registered Agents, Inc.

6. The names and complete business addresses (including zip code) of its current officers are: (Attach separate sheet if necessary.)  
See Attached

7. The names and complete business addresses (including zip code) of its current board of directors are: (Attach separate sheet if necessary.) See Attached

8. If the corporation commenced doing business in Tennessee prior to the approval of this application, the date of commencement (month, day and year) \_\_\_\_\_

9. The corporation is a corporation for profit.

10. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date/time is \_\_\_\_\_ (date), \_\_\_\_\_ (time).  
[NOTE: A delayed effective date shall not be later than the 90th day after the date this document is filed by the Secretary of State.]

[NOTE: This application must be accompanied by a certificate of existence or a document of similar import (for example, a certificate of good standing) duly authenticated by the Secretary of State or other official having custody of corporate records in the state or country under whose law it is incorporated. The certificate shall not bear a date of more than two (2) months prior to the date the application is filed in this state.]

8/7/2007  
Signature Date  
  
\_\_\_\_\_  
Vice President  
Signer's Capacity

StarVox Communications, Inc.  
Name of Corporation  
Chris McKee  
Signature  
Chris McKee  
Name (typed or printed)

6128.0300



**StarVox Communications, Inc.**

**Officers and Directors**

Officers:

Thomas E. Rowley, Chief Executive Officer/President  
John Reiland, Chief Financial Officer  
Chris McKee, Vice President/General Counsel

Directors:

Thomas E. Rowley  
Robert S. Ellin  
Daniel D. Tompkins  
Jay A. Wolf  
Barry I. Regenstein

All Officers/Directors can be contacted at:

2728 Orchard Parkway  
San Jose, California 95134  
Telephone: (408) 464-3090

6128.0301

**State of California**  
**Secretary of State**

6128.0302

**CERTIFICATE OF STATUS**  
**DOMESTIC CORPORATION**

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That on the **28TH day of JUNE, 2004, STARVOX COMMUNICATIONS, INC.** became incorporated under the laws of the State of California by filing its Articles of Incorporation in this office; and

That said corporation's corporate powers, rights and privileges are not suspended on the records of this office; and

That according to the records of this office, the said corporation is authorized to exercise all its corporate powers, rights and privileges and is in good legal standing in the State of California; and

That no information is available in this office on the financial condition, business activity or practices of this corporation.

IN WITNESS WHEREOF, I execute  
this certificate and affix the Great Seal  
of the State of California this day of  
August 2, 2007.



*Debra Bowen*

**DEBRA BOWEN**  
Secretary of State

## **EXHIBIT D**

### **NAMES AND ADDRESSES OF OFFICERS AND DIRECTORS**

Thomas E. Rowley  
2728 Orchard Parkway  
San Jose, CA 95134

Chief Executive Officer

Christopher McKee  
43480 Yukon Drive, Suite 201  
Ashburn, VA 20147

Vice President and General Counsel

John Reiland  
2728 Orchard Parkway  
San Jose, CA 95134

Chief Financial Officer

**Directors**

Thomas E. Rowley  
2728 Orchard Parkway  
San Jose, CA 95134

Robert S. Ellin  
2728 Orchard Parkway  
San Jose, CA 95134

Daniel D. Tompkins  
2728 Orchard Parkway  
San Jose, CA 95134

Jay A. Wolf  
2728 Orchard Parkway  
San Jose, CA 95134

Barry I. Regenstein  
2728 Orchard Parkway  
San Jose, CA 95134

**EXHIBIT E**

**BIOGRAPHICAL SKETCHES**  
**OF**  
**EXECUTIVE MANAGEMENT PERSONNEL**  
**OF**  
**STARVOX COMMUNICATIONS, INC.**

## **STARVOX COMMUNICATIONS, INC.**

### **TECHNICAL QUALIFICATIONS/MANAGEMENT EXPERIENCE**

The Company has assembled a highly skilled management team, which brings a wealth of experience and expertise to the Company's telecommunications services venture. Together, the Company's executives provide it with the depth and breadth of management, operational and technical capabilities necessary to facilitate its provision of high quality, affordable local exchange telecommunications services.

Brief summaries of the experience of key members of the Company's executive team are set forth below:

**Thomas E. Rowley**  
**Chief Executive Officer**

With over 35 years of experience, Mr. Rowley is an expert entrepreneurial leader who specializes in driving early-stage technology companies to commercialize their technology and develop new markets. His proven engineering management and marketing expertise has enabled him to successfully found and grow nine venture-funded companies during his career. Among his accomplishments, Mr. Rowley has been the CEO of Preventsys, a supplier of enterprise security policy management software, Counterpane Internet Security, a managed security services provider; Veridicom, a spin-off of Lucent Technology's Bell Labs providing silicon fingerprint readers; and Centigram, a leader in the voice messaging market. He also led the development of secure cryptographic semiconductors at National Semiconductor. Named a Technology Pioneer by the World Economic Forum in 2002, Mr. Rowley holds two patents with the U.S. Patent Office. He has lectured for business schools at Stanford University, University of California at Berkeley and Santa Clara University on how to found and build a venture-backed company.

**Christopher McKee**  
**Vice President and General Counsel**

Christopher McKee, Vice President and General Counsel, joined StarVox in 2007. From 2005 to 2007, Mr. McKee was Vice President and Assistant General Counsel of Covad Communications Group Inc., a publicly held San Jose, California-based broadband provider of integrated voice and data communications nationwide. Prior to joining Covad, from 2002 to 2005, Mr. McKee served as Executive Director of Legal and Regulatory Affairs for XO Communications, Inc., a publicly held Reston, Virginia-based broadband provider of integrated voice and data communications nationwide. Prior to that time, Mr. McKee was Deputy General Counsel of Net2000 Communications Inc., a publicly traded Herndon, Virginia-based telecommunications services provider. Mr. McKee has also been an at Washington DC-based law firms Dickstein Shapiro LLP and Dow Lohnes PLLC.

**John Reiland**  
**Chief Financial Officer**

Mr. Reiland, a Certified Public Accountant, joined the company in 2006. Prior to that time, Mr. Reiland was a Senior Financial Analyst for Sanders Morris Harris, the largest investment banking firm headquartered in Texas. From March 2003 until March 2006, he served as the Chief Financial Officer of US Dataworks, a developer of payment processing software focused on the financial services market, federal, state and local governments, billers and retailers. From March 2002 until December 2002, Mr. Reiland was the interim Chief Executive Officer of New England Pantry, a New England-based convenience store chain. From November 2000 to February 2002, he was Chief Executive Officer of ServiceIQ, a privately held developmental stage company developing wireless communications devices for the field service industry. Mr. Reiland also served as a director on the board of directors of Ronco Corporation. Mr. Reiland began his career at Price Waterhouse & Co. from 1973 to 1978. He received his B.B.A. from the University of Houston in 1973.

**Sherri L. Bakos**  
**Vice President of Sales**

Ms. Bakos has over 25 years experience in the services and telecommunications industries. She has a proven track record in meeting revenue, profit and customer satisfaction objectives. Her most recent experience was Vice President Sales - Western Region for Focal Communications selling a wide variety of telecommunications services including comprehensive voice, data and Internet solutions. She also managed the Customer Care organization which was responsible for order processing and customer satisfaction. She has successfully lead teams selling local, national and worldwide telecommunications companies. Prior to Focal, Ms. Bakos was VP - National Sales for Sigma Networks, Regional VP - Western Region for Level 3 Communications, VP/GM for MFS Communications (now part of MCI), and Global Account Manager for British Telecom. Ms. Bakos began her career at a VAR who focused on Fortune 500 accounts. She attended San Jose State University with an emphasis in Marketing.

**Alan M. Warshaw**  
**Vice President, Marketing**

A successful marketing contributor to the telecommunications and data communications industry for many years, Mr. Warshaw was named Vice President of Marketing for StarVox Communications, Inc., in April 2007. Prior to joining StarVox, he spent several years as interim Vice President of Marketing for a variety of Silicon Valley startup companies. Previously, Mr. Warshaw was Vice President of Marketing at XO Communications (acquired by Concentric Network). As founder and principal consultant at Datacomm Management Group, he worked with leading companies such as Ascend Communications, Cisco Systems and Xircom for more than fifteen years. Before embarking on his consulting career, Mr. Warshaw spent six years at Micom Systems, Inc.

in several positions including Assistant Vice President and he was Communications Product Manager for Nixdorf Computer Corporation. Mr. Warshaw also held prior positions with Digital Equipment Corporation and Bell Laboratories. He holds a Bachelor of Science degree in Electrical Engineering from Clarkson University and a Master of Science in Operations Research from Cornell University.

**Michael (Mike) Sharman**  
**Vice President of Operations**

Mr. Sharman has over 25 years experience with both voice and data services in the telecommunications industry. For the past ten years he has been an Executive involved in building world-class Operations organizations supporting voice and data services. He spent 14 years with AT&T/Pacific Bell designing voice networks and building the System Engineering, Technical Support and Voice Processing Operations in support of their Enhanced Service products. He held executive management positions at Concentric Network and XO Communications responsible for building and managing their Broadband, VPN Engineering, and Service Delivery Operations teams. His most recent position was at Netifice Communications where he was in charge of Service Delivery, Provisioning and VPN Engineering Operations. Mr. Sharman has a Bachelors of Science degree in Biochemistry and an MBA from St. Mary's.



**EXHIBIT F**

**FINANCIAL DOCUMENTATION**

**StarVox Communications, Inc.**  
**Unaudited Condensed Consolidated Statements of Operations**  
*(in thousands except per share data)*

	Three Months Ended November 30, 2006 StarVox	Three Months Ended September 30, 2006 USWD	Pro Forma Adjustments	Pro Forma Consolidated
Revenues	\$ 13,416	\$ —	\$ —	\$ 13,416
Operating expense:				
Cost of sales	8,738	—	—	8,738
Operating expenses	7,230	312	—	7,542
Total Operating expenses	15,968	312	—	16,280
Loss from operations	(2,552)	(312)		(2,864)
Interest (other) expense,	1,971	98	(8) (8)	2,061
Net income (loss) before income taxes	(4,523)	(214)	8 (8)	(4,729)
Provision for taxes	—	—	—	—
Net loss	\$ (4,523)	\$ (214)	\$ 8	\$ (4,729)
Weighted average shares outstanding, basic and	3,561	9,500		33,684
Basic and diluted net loss	\$ (1.27)	\$ (0.02)		\$ (0.14)

StarVox Communications, Inc.  
Condensed Consolidated Balance Sheets  
(in thousands)

	November 30, 2006 StarVox	September 30, 2006 USWD	Pro Forma Adjustments	Pro Forma Consolidated
<b>Assets</b>				
Current Assets:				
Cash and cash equivalents	\$ 1,780	\$ 954	\$ —	\$ 2,734
Accounts receivable, net	6,608	—	—	6,608
Loans receivable	—	3,500	(3,500)	—
Interest receivable	—	110	(20)	90
Due from related parties	—	15	—	—
Prepays and other current assets	1,004	45	—	1,049
Total current assets	9,392	4,624	(3,520)	10,481
Property and equipment, net of accumulated depreciation	3,937	—	—	3,937
Goodwill and intangible assets	13,156	—	—	13,156
Other assets	1,393	—	—	1,393
Total assets	<u>\$ 27,878</u>	<u>\$ 4,624</u>	<u>\$ (3,520)</u>	<u>\$ 28,982</u>
<b>Liabilities, Convertible Preferred Stock and Stockholders' Deficit</b>				
Current Liabilities				
Accounts payable and accrued liabilities	\$ 7,506	\$ 134	\$ —	\$ 7,640
Notes payable	7,575	—	—	7,575
Convertible notes payable	18,296	—	(3,500)	14,796
Related party note	198	—	—	198
Accrued interest on notes payable	1,298	—	(107)	1,191
Deferred revenue	1,627	—	—	1,627
Total current liabilities	36,500	134	(3,607)	33,027
Total liabilities	36,500	134	(3,607)	33,027
Convertible preferred stock				
Series A	7,925	—	—	7,925
Series A - 1	950	—	—	950
Stockholders' Equity (Deficit)				
Common stock	4	95	—	99
Additional paid-in-capital	2,615	5,739	87	8,441
Accumulated deficit	(20,068)	(1,344)	—	(21,412)
Treasury stock	(48)	—	—	(48)
Total stockholders equity (deficit)	(8,622)	4,490	87	(4,045)
Total Liabilities, Convertible Preferred Stock and Stockholders' (Deficit)	<u>\$ 27,878</u>	<u>\$ 4,624</u>	<u>\$ (3,520)</u>	<u>\$ 28,982</u>

[illegible]

StarVox Communications, Inc.  
**Unaudited Condensed Consolidated Statements of Operations**  
*(in thousands except per share data)*

	Three Months Ended February 28,		Six Months Ended February 28,	
	2006	2007	2006	2007
Revenues	\$ 3,572	\$ 10,208	\$ 7,439	\$ 23,624
Operating expenses:				
Cost of sales	4,739	7,192	9,681	15,906
Operating expenses	589	6,659	1,493	12,997
Depreciation and amortization	85	771	179	1,661
Impairment charge	—	—	—	26
Total operating expenses	5,413	14,622	11,353	30,590
Loss from operations	(1,841)	(4,414)	(3,914)	(6,966)
Other expense (income)				
Interest and warrant amortization expense	39	2,020	143	3,991
Other expense (income), net	48	(1)	46	(1)
Total other expense	87	2,019	189	3,990
Net loss before taxes	(1,928)	(6,433)	(4,103)	(10,956)
Provision for taxes	—	18	—	18
Net loss	<u>\$ (1,928)</u>	<u>\$ (6,451)</u>	<u>\$ (4,103)</u>	<u>\$ (10,974)</u>
Basic and diluted net loss per common share	<u>\$ (0.48)</u>	<u>\$ (1.89)</u>	<u>\$ (1.03)</u>	<u>\$ (3.26)</u>
Weighted average shares used in computing basic and diluted net loss per share	<u>3,995,639</u>	<u>3,417,922</u>	<u>3,964,743</u>	<u>3,368,609</u>

**StarVox Communications, Inc.**  
**Condensed Consolidated Balance Sheets**  
*(in thousands)*

	August 31, 2006	February 28, 2007 (Unaudited)
<b>Assets</b>		
Current assets:		
Cash	\$ 1,386	\$ 2,185
Accounts receivable, net of allowance of \$664 and \$446, respectively	7,018	4,906
Prepaid expenses and other current assets	882	910
Total current assets	9,286	8,001
Property and equipment, net of accumulated depreciation	4,308	6,470
Intangible assets	6,271	5,241
Goodwill	7,428	7,400
Restricted cash and other assets	1,391	1,400
Total assets	\$ 28,684	\$ 28,512
<b>Liabilities, Convertible Preferred Stock and Stockholders' Deficit</b>		
Current liabilities:		
Line of credit	\$ 1,125	\$ —
Accounts payable	5,639	6,581
Accrued liabilities and other	3,476	4,886
Notes payable	3,500	3,500
Convertible notes payable	17,126	23,857
Deferred revenue	1,627	1,635
Related party payables	250	198
Total current liabilities	32,743	40,657
Capital lease obligations	—	1,389
Other long term liabilities	42	—
Total liabilities	32,785	42,046
Commitments and contingencies		
Preferred stock	8,875	8,875
Stockholders' deficit:		
Common stock	4	4
Deferred stock compensation	(7)	—
Additional paid-in capital	2,619	4,153
Accumulated deficit	(15,545)	(26,519)
Treasury stock	(47)	(47)
Total stockholders' deficit	(12,976)	(22,409)
Total convertible preferred stock and stockholders' deficit	(4,101)	(13,534)
Total liabilities, convertible preferred stock and stockholders' deficit	\$ 28,684	\$ 28,512

**StarVox Communications, Inc.**  
**Unaudited Condensed Consolidated Statements of Cash Flows**  
*(in thousands)*

	Six Months Ended February 28,	
	2006	2007
<b>Cash flows from Operating Activities:</b>		
Net loss	\$ (4,103)	\$ (10,974)
Adjustments to reconcile net loss to net cash used in Operating Activities:		
Depreciation and amortization	179	1,661
Impairment or writedown of assets	—	26
Non-cash stock based compensation expense	—	135
Non-cash interest expense	—	3,800
Changes in operating assets and liabilities:		
Accounts receivable	(472)	2,112
Prepaid expenses and other current assets	106	(36)
Accounts payable	444	942
Accrued liabilities and other	(141)	(540)
Deferred revenue	—	8
<b>Net cash used in operating activities</b>	<b>(3,987)</b>	<b>(2,866)</b>
<b>Cash flows from Investing Activities:</b>		
Purchase of property and equipment	(315)	(466)
Cash paid for acquisitions, net of cash acquired	(40)	—
<b>Net cash used in investing activities</b>	<b>(355)</b>	<b>(466)</b>
<b>Cash flows from Financing Activities:</b>		
Borrowings (payments) on line of credit	616	(1,125)
Payments under capital lease	—	(186)
Payments of other long term liabilities	—	(42)
Proceeds from issuance of unsecured demand promissory notes	—	5,484
Proceeds from issuance of preferred stock, net of issuance costs	3,642	—
Repurchase of common stock	(38)	—
<b>Net cash provided by financing activities</b>	<b>4,220</b>	<b>4,131</b>
<b>Net (decrease) increase in cash and cash equivalents</b>	<b>(122)</b>	<b>799</b>
<b>Cash at beginning of period</b>	<b>210</b>	<b>1,386</b>
<b>Cash at end of the period</b>	<b>\$ 88</b>	<b>\$ 2,185</b>
<b>Supplemental cash flow disclosure:</b>		
Cash paid during the periods for:		
Interest	\$ 63	\$ 129
Income taxes	\$ —	\$ 18
<b>Noncash financing and investing activities:</b>		
Property, plant and equipment obtained on capital lease	\$ —	\$ 2,326

StarVox Communications, Inc.  
**Unaudited Condensed Consolidated Statements of Operations**  
*(in thousands except per share data)*

	Year Ended August 31, 2006 StarVox	September 1, 2005 through 13-Jun-06 CTI	Year Ended 30-Jun-06 USWD	Pro Forma Adjustments	Pro Forma Consolidated
Revenues	\$ 24,626	\$ 27,202	\$ —	\$ —	\$ 51,826
Operating expense:					
Cost of sales	20,674	19,576	—	—	40,250
Operating expenses	13,527	6,548	(1,105)	20	18,990
Impairment charge	1,200	—	—	—	1,200
Total Operating expenses	35,401	26,124	(1,105)	20	60,440
Loss from operations	(10,775)	1,078	(1,105)	(20)	(8,612)
Interest (other) expense, net	(2,302)	(133)	—	(79)	(2,514)
Net income (loss) before income Provision for taxes	(13,077) 20	945 244	(1,105) —	(99) —	(11,126) 264
Net (loss)	\$ (13,097)	\$ 701	\$ (1,105)	\$ (99)	\$ (11,390)
Weighted average shares outstanding, basic and diluted	3,736		5,867		33,684
Basic and diluted net loss per	\$ (3.51)		\$ (0.19)		\$ (0.34)



StarVox Communications, Inc.  
Unaudited Pro Forma Condensed Consolidated Balance Sheet  
November 30, 2006  
(in thousands except per share data)

	November 30, 2006 StarVox	September 30, 2006 USWD	Pro Forma Adjustments	Pro Forma Consolidated
<b>Assets</b>				
<b>Current Assets:</b>				
Cash and cash equivalents	\$ 1,780	\$ 954	\$ —	\$ 2,734
Accounts receivable, net	6,608	—	—	6,608
Loans receivable	—	3,500	(3,500)	—
Interest receivable	—	110	(20)	90
Due from related parties	—	15	—	—
Prepays and other current assets	1,004	45	—	1,049
<b>Total current assets</b>	<b>9,392</b>	<b>4,624</b>	<b>(3,520)</b>	<b>10,481</b>
<b>Property and equipment, net of accumulated depreciation</b>	<b>3,937</b>	<b>—</b>	<b>—</b>	<b>3,937</b>
<b>Goodwill and intangible assets</b>	<b>13,156</b>	<b>—</b>	<b>—</b>	<b>13,156</b>
<b>Other assets</b>	<b>1,393</b>	<b>—</b>	<b>—</b>	<b>1,393</b>
<b>Total assets</b>	<b>\$ 27,878</b>	<b>\$ 4,624</b>	<b>\$ (3,520)</b>	<b>\$ 28,982</b>
<b>Liabilities, Convertible Preferred Stock and Stockholders' Deficit</b>				
<b>Current Liabilities</b>				
Accounts payable and accrued liabilities	\$ 7,506	\$ 134	\$ —	\$ 7,640
Notes payable	7,575	—	—	7,575
Convertible notes payable	18,296	—	(3,500)	14,796
Related party note	198	—	—	198
Accrued interest on notes payable	1,208	—	(107)	1,101
Deferred revenue	1,627	—	—	1,627
<b>Total current liabilities</b>	<b>36,500</b>	<b>134</b>	<b>(3,607)</b>	<b>33,027</b>
<b>Total liabilities</b>	<b>36,500</b>	<b>134</b>	<b>(3,607)</b>	<b>33,027</b>
<b>Convertible preferred stock</b>				
Series A	7,925	—	—	7,925
Series A - 1	950	—	—	950
<b>Stockholders' Equity (Deficit)</b>				
Common stock	4	95	—	99
Additional paid-in-capital	2,615	5,739	87	8,441
Accumulated deficit	(20,068)	(1,344)	—	(21,412)
Treasury stock	(48)	—	—	(46)
<b>Total stockholders equity (deficit)</b>	<b>(8,622)</b>	<b>4,490</b>	<b>87</b>	<b>(4,045)</b>
<b>Total Liabilities, Convertible Preferred Stock and Stockholders' (Deficit)</b>	<b>\$ 27,878</b>	<b>\$ 4,624</b>	<b>\$ (3,520)</b>	<b>\$ 28,982</b>

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**Starvox Communications, Inc.**  
**Unaudited Condensed Consolidated Statements of Operations**  
(in thousands except per share data)

	Three Months Ended May 31,		Nine Months Ended May 31,	
	2006	2007	2006	2007
Revenues	\$ 4,800	\$ 8,491	\$ 12,239	\$ 32,115
Operating expenses:				
Cost of sales	5,887	4,977	15,568	20,883
Operating expenses:	656	7,641	2,149	20,506
Depreciation and amortization	70	841	249	2,502
Fas 123 R expense		35		168
Impairment charge				26
Total operating expenses	6,613	13,494	17,966	44,085
Loss from operations	(1,813)	(5,003)	(5,727)	(11,970)
Other expense (income)				
Interest and warrant amortization expense	166	602	305	4,593
Other expense (income), net	12	(2)	62	(3)
Gain (loss) sale of assets		(18)		(18)
Total other expense	178	582	367	4,572
Net loss before taxes	(1,991)	(5,585)	(6,094)	(16,542)
Provision for taxes	16		16	18
Net loss	\$ (2,007)	\$ (5,585)	\$ (6,110)	\$ (16,560)
Basic and diluted net loss per common share	(\$0.46)	(\$0.48)	(\$1.47)	(\$1.58)
Weighted average shares used in computing basic and diluted net loss per share	4,328,370	11,572,576	4,154,359	10,509,260
Basic and diluted net loss per common share as if the merger had occurred	(\$0.24)		(\$1.04)	
Weighted average shares used in computing basic and diluted net loss per share as if the merger had occurred	8,486,143		5,877,385	

**Starvox Communications, Inc.**  
**Condensed Consolidated Balance Sheets**  
*(in thousands)*

	August 31, 2006	May 31, 2007 (unaudited)
<b>Assets</b>		
Current assets:		
Cash	\$ 1,386	\$ 881
Accounts receivable, net of allowance of \$664 and \$463, respectively	7,018	3,961
Prepaid expenses and other current assets	882	1,107
Total current assets	9,286	5,949
Property and equipment, net of accumulated depreciation	4,308	5,737
Intangible assets	6,271	4,726
Goodwill	7,426	7,400
Restricted cash and other assets	1,391	1,151
Total assets	<u>\$ 28,684</u>	<u>\$ 24,963</u>
<b>Liabilities. Convertible Preferred Stock and Stockholders' Deficit</b>		
Current liabilities:		
Line of credit	\$ 1,125	\$ -
Accounts payable	5,639	8,000
Accrued liabilities and other	3,476	5,534
Notes payable	3,500	-
Convertible notes payable	17,126	14,000
Deferred revenue	1,627	1,532
Related party payables	250	-
Total current liabilities	32,743	29,066
Capital lease obligations	-	1,389
Other long term liabilities	42	-
Total liabilities	32,785	30,455
Commitments and contingencies (see Note 12)		
Preferred stock	8,875	3
Stockholders' deficit:		
Common stock	4	121
Deferred stock compensation	(7)	
Additional paid-in capital	2,619	29,381
Accumulated deficit	(15,545)	(34,997)
Total stockholders' deficit:	(12,976)	(5,495)
Total convertible preferred stock and stockholders' deficit	(4,101)	(5,492)
Total liabilities, convertible preferred stock and stockholders' deficit	<u>\$ 28,684</u>	<u>\$ 24,963</u>

**StarVox Communications, Inc.**  
**Consolidated Statements of Convertible Preferred Stock and**  
**Stockholders' Deficit**

(in thousands, except share and per share data)

	Nine Months Ended May 31,	
	2006	2007
<b>Cash Flows from Operating Activities:</b>		
Net Loss	\$ (6,110)	\$ (16,560)
Adjustments to reconcile net loss to net cash used in Operating Activities:		
Depreciation and amortization	227	2,502
Impairment or writedown of assets	1,017	26
Non-cash stock based compensation expense		170
Non-cash interest expense		4,136
Gain on sale of property & building		(18)
Changes on operating assets and liabilities:		
Accounts receivable	(1,105)	3,058
Prepaid expenses and other current assets	(67)	(225)
Restricted Cash	(11,000)	240
Accounts payable	763	2,361
Accrued liabilities and other	403	108
Deferred revenue		(95)
Net cash used in operating activities	<u>(15,872)</u>	<u>(4,297)</u>
<b>Cash flows from Investing Activities:</b>		
Purchase of property and equipment	(1,525)	(541)
Proceeds from sale of property and equipment		500
Cash paid for acquisitions, net of cash acquired	(40)	
Net cash used in investing activities	<u>(1,565)</u>	<u>(41)</u>
<b>Cash flows from Financing Activities:</b>		
Borrowings (payments) on line of credit	1,020	(1,125)
Payments under capital lease		(186)
Payments of secured promissory notes		(448)
Payments of other long term liabilities		(42)
Proceeds from the issuance of senior notes payable	300	
Proceeds from the issuance of convertible notes	13,608	150
Proceeds from issuance of unsecured demand promissory notes		5,484
Proceeds from issuance of preferred stock, net of issuance costs	3,553	
Repurchase of common stock	(52)	
Net cash provided by financing activities	<u>18,429</u>	<u>3,833</u>
Net (decrease) increase in cash and cash equivalents	992	(505)
Cash at beginning of period	210	1,386
Cash at end of period	<u>\$ 1,202</u>	<u>\$ 881</u>
<b>Supplemental cash flow disclosure:</b>		
Cash paid during the periods for:		
Interest	\$ -	\$ 151
Income taxes	\$ -	\$ 18
<b>Noncash financing and investing activities:</b>		
Property, plant and equipment obtained on capital lease	\$ -	\$ 2,326
Elimination of secured note payable thru reverse merger		\$ 3,052
Conversion of note payable and accrued interest to equity		\$ 10,204
Cashless exercise of warrants		\$ 3

**Starvox Communications, Inc.**

**Unaudited Condensed Consolidated Statements of Operations**

(in thousands except per share data)

	Nine Months Ended May 31,	
	2006	2007
Revenues	\$ 12,239	\$ 32,115
Operating expenses:		
Cost of sales	15,568	20,883
Operating expenses:	2,149	20,506
Depreciation and amortization	249	2,502
Fas 123 R expense		168
Impairment charge		26
Total operating expenses	17,966	44,085
Loss from operations	(5,727)	(11,970)
Other expense (income)		
Interest and warrant amortization expense	305	4,593
Other expense (income), net	62	(3)
Gain (loss) sale of assets		(18)
Total other expense	367	4,572
Net loss before taxes	(6,094)	(16,542)
Provision for taxes	16	18
Net loss	\$ (6,110)	\$ (16,560)
Basic and diluted net loss per common share	(\$1.47)	(\$1.58)
Weighted average shares used in computing basic and diluted net loss per share	4,154,359	10,509,260
Basic and diluted net loss per common share as if the merger had occurred	(\$1.04)	
Weighted average shares used in computing basic and diluted net loss per share as if the merger had occurred	5,877,386	

**Starvox Communications, Inc.****Unaudited Condensed Consolidated Statements of Operations**

(in thousands except per share data)

	Nine Months Ended May 31,	
	2006	2007
Revenues	\$ 12,239	\$ 32,115
Operating expenses:		
Cost of sales	15,568	20,883
Operating expenses:	2,149	20,506
Depreciation and amortization	249	2,502
Fas 123 R expense		168
Impairment charge		26
Total operating expenses	17,966	44,085
Loss from operations	(5,727)	(11,970)
Other expense (income)		
Interest and warrant amortization expense	305	4,593
Other expense (income), net	62	(3)
Gain (loss) sale of assets		(18)
Total other expense	367	4,572
Net loss before taxes	(6,094)	(16,542)
Provision for taxes	16	18
Net loss	\$ (6,110)	\$ (16,560)
Basic and diluted net loss per common share	<u>(\$1.47)</u>	<u>(\$1.58)</u>
Weighted average shares used in computing basic and diluted net loss per share	<u>4,154,359</u>	<u>10,509,260</u>
Basic and diluted net loss per common share as if the merger had occurred	<u>(\$1.04)</u>	
Weighted average shares used in computing basic and diluted net loss per share as if the merger had occurred	<u>5,877,386</u>	

**StarVox Communications, Inc.**

**Consolidated Statements of Convertible Preferred Stock and Stockholders' Deficit**

(in thousands, except share and per share data)

	Nine Months Ended May 31,	
	2006	2007
<b>Cash Flows from Operating Activities:</b>		
Net Loss	\$ (6,110)	\$ (16,560)
Adjustments to reconcile net loss to net cash used in Operating Activities:		
Depreciation and amortization	227	2,502
Impairment or writedown of assets	1,017	26
Non-cash stock based compensation expense		170
Non-cash interest expense		4,136
Gain on sale of property & building		(18)
Changes on operating assets and liabilities:		
Accounts receivable	(1,105)	3,058
Prepaid expenses and other current assets	(67)	(225)
Restricted Cash	(11,000)	240
Accounts payable	763	2,361
Accrued liabilities and other	403	108
Deferred revenue		(95)
Net cash used in operating activities	<u>(15,872)</u>	<u>(4,297)</u>
<b>Cash flows from Investing Activities:</b>		
Purchase of property and equipment	(1,525)	(541)
Proceeds from sale of property and equipment		500
Cash paid for acquisitions, net of cash acquired	(40)	
Net cash used in investing activities	<u>(1,565)</u>	<u>(41)</u>
<b>Cash flows from Financing Activities:</b>		
Borrowings (payments) on line of credit	1,020	(1,125)
Payments under capital lease		(186)
Payments of secured promissory notes		(448)
Payments of other long term liabilities		(42)
Proceeds from the issuance of senior notes payable	300	
Proceeds from the issuance of convertible notes	13,608	150
Proceeds from issuance of unsecured demand promissory notes		5,484
Proceeds from issuance of preferred stock, net of issuance costs	3,553	
Repurchase of common stock	(52)	
Net cash provided by financing activities	<u>18,429</u>	<u>3,833</u>
Net (decrease) increase in cash and cash equivalents	992	(505)
Cash at beginning of period	210	1,386
Cash at end of period	<u>\$ 1,202</u>	<u>\$ 881</u>
<b>Supplemental cash flow disclosure:</b>		
Cash paid during the periods for:		
Interest	\$ -	\$ 151
Income taxes	\$ -	\$ 18
<b>Noncash financing and investing activities:</b>		
Property, plant and equipment obtained on capital lease	\$ -	\$ 2,326
Elimination of secured note payable thru reverse merger		\$ 3,052
Conversion of note payable and accrued interest to equity		\$ 10,204
Cashless exercise of warrants		\$ 3



**BEFORE THE TENNESSEE REGULATORY AUTHORITY**

**COMMONWEALTH OF VIRGINIA** )

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**ss:**

**COUNTY OF FAIRFAX** )

**CERTIFICATION**

I, Christopher McKee, a duly authorized officer of StarVox Communications, Inc. ("StarVox"), am authorized to make this certification on behalf of StarVox. The statements concerning StarVox, made in the foregoing Financial Statements of StarVox, are true, complete, and accurate to the best of my knowledge and are made in good faith.

StarVox Communications, Inc.

By:



Christopher McKee,  
Vice President and General Counsel

Subscribed and sworn to before me, in and for the State and County named above this 13 day of November, 2007.

  
Notary Public

My Commission Expires:

5-31-2008

**Projected Financial Statements**  
**Initial 3 years of Operations**

**Revenue Projections  
for  
First Three Years of Operations**

<b>PROJECTED PROFIT AND LOSS STATEMENT</b>	<b>2007</b>	<b>2008</b>	<b>2009</b>
Projected Number of Customers	250	500	1000
Revenue	\$30k	\$45k	\$60k
Cost of Goods Sold	\$21k	\$31.5k	\$42k
Gross Margin	\$9k	\$13.5k	\$18k
Operating Expenses	\$24k	\$25.2k	\$25.2k
EBIDTA/Cash Flow	\$5k	\$5,250	\$5,250

**Expense Projections  
for  
First Three Years of Operations**

<b>EXPENSE CATEGORY</b>	<b>2007</b>	<b>2008</b>	<b>2009</b>
Maintenance	\$0	\$0	\$0
Leases	\$0	\$0	\$0
Taxes	\$500	\$500	\$500
Salaries	\$0	\$0	\$0
Equipment	\$0	\$0	\$0
Any Other	\$0	\$0	\$0
<b>TOTAL</b>	<b>\$500</b>	<b>\$500</b>	<b>\$500</b>

**Tentative Operating Balance Sheet**  
for  
**First Three Years of Operations**

<b>BALANCE SHEET</b>	<b><u>2007</u></b>	<b><u>2008</u></b>	<b><u>2009</u></b>
<u>Assets:</u>			
Cash	\$8,000	\$8,400	\$8,400
Accounts Receivable	\$7,600	\$7,980	\$7,980
Current Assets	\$15,500	\$16,275	\$16,275
Fixed Assets	\$18,600	\$19,530	\$19,530
Total Assets	<u>\$49,700</u>	<u>\$52,185</u>	<u>\$52,185</u>
<u>Liabilities and Equity:</u>			
Accounts Payable	\$800	\$840	\$840
Notes	\$0	\$0	\$0
Current Liabilities	\$8,800	\$9,240	\$9,240
Long Term Liabilities	\$0	\$0	\$0
Total Liabilities	\$9,600	\$10,080	\$10,080
Equity	<u>\$40,100</u>	<u>\$42,105</u>	<u>\$42,105</u>
Total Liability and Equity	<u>\$49,700</u>	<u>\$52,185</u>	<u>\$52,185</u>

## **EXHIBIT G**

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

Pursuant to T.C.A. §65-2-212, as amended, StarVox Communications, Inc. ("StarVox") 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 provide competing intrastate and local exchange services in Tennessee.

## **I. PURPOSE**

The purpose of §65-2-212 is to provide opportunities for small and minority-owned businesses to provide goods and services to Telecommunications service providers. StarVox is committed to the goals of §65-2-212 and to taking steps to support the participation of small and minority-owned Telecommunications businesses in the Telecommunications industry. StarVox 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, StarVox will make efforts to identify and inform minority-owned and small businesses that are qualified and capable of providing goods and services to StarVox of such opportunities. StarVox's 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, StarVox will 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 §65-2-212.

*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**

StarVox'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 StarVox's full efforts to provide equal opportunities for small and minority-owned businesses. The Administrator of the Plan will be:

Christopher McKee  
StarVox Communications, Inc.  
2728 Orchard Parkway  
San Jose, CA 95134  
Telephone: (408) 625-2700  
Facsimile: (408) 354-3551

The Administrator's responsibilities will include:

- (1) Maintaining an updated Plan in full compliance with §65-2-212 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) Service 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 §65-2-212.

(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 StarVox's and training such persons to seek out, encourage and promote the use of small and minority-owned businesses.

In performing 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

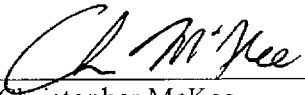
The efforts to promote and ensure equal opportunities for small and minority-owned businesses are primarily spelled out in the Administrator's duties above. Additional efforts to provide opportunities to small and minority-owned businesses will include offering, where appropriate and feasible, small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

#### IV. RECORDS AND COMPLIANCE REPORTS

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

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

STARVOX COMMUNICATIONS, INC.

By:   
Christopher McKee  
Vice President and General Counsel

Dated: 11-13-2007

**EXHIBIT H**

**TOLL DIALING PARITY PLAN**

## **IntraLATA Toll Dialing Parity Plan**

### **1. Purpose**

StarVox Communications, Inc. ("StarVox") describes herein the process for implementing IntraLATA Toll Dialing Parity 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 carriers of their choice for routing their 1+ intraLATA toll calls.

### **2. IntraLATA Environment**

StarVox 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**

StarVox is implementing 1+ IntraLATA toll dialing parity coincident with the approval of its General Subscriber Services tariff and Interexchange Service tariff. StarVox will be operating in LATAs 468, 470, 472 and 474. IntraLATA toll dialing parity will be available in all exchanges served by StarVox in Tennessee. The implementation date will be the same for all exchanges. Each customer will be notified of the availability of the Plan by bill inserts in their first billing. StarVox will not charge its customers to recover incremental costs related to IntraLATA toll duality parity.

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

StarVox will implement the 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 a different participating telecommunications carrier, including their existing local exchange company, for intraLATA toll calls.

StarVox 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 based 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.

StarVox is a new entrant in Tennessee and thus has no existing customers. The competitively neutral selection process will be provided to all new customers when new service is initiated. Customers will be assessed a PIC change charge of \$5.00 for changing their intraLATA or interLATA carrier, except for new subscribers to StarVox's

service. PIC charges will be waived for new subscribers. This is a permanent policy by StarVox.

Customers who contact StarVox requesting new telephone exchange service will be advised of their telecommunications carriers (including StarVox) 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 or interLATA toll carrier will be identified as "no-PIC" and will not be automatically defaulted to a carrier. Customers identified as "no-PIC" will be required to dial 101XXXX to place intraLATA or interLATA toll calls until they make an affirmative choice for an intraLATA and/or interLATA toll carrier.

#### **5. Slamming**

StarVox will not engage in the practice commonly known as "slamming". Customers will not have their services switched to StarVox's services without a written letter of authorization for new service and changes in service. StarVox will also employ third party verification for all customers who seek to change their presubscribed carrier to StarVox. All affected StarVox employees are aware of these procedures and will be immediately disciplined if the procedures are not followed.

#### **6. Non-Discriminatory Access**

StarVox will provide non-discriminatory access to telephone numbers, operator services, directory assistance and directory listings.

#### **7. Continued Compliance**

StarVox will comply with any rules issued by the TRA or Federal Communications Commission.

**EXHIBIT I**

**ILEC SERVICE LIST**

Ardmore Telephone Company, Inc.  
P. O. Box 549  
517 Ardmore Avenue  
Ardmore, TN 38449

BellSouth  
333 Commerce Street  
Nashville, TN 37201-3300

Century Telephone of Adamsville  
P. O. Box 405  
116 N. Oak Street  
Adamsville, TN 38310

Century Telephone of Claiborne  
P. O. Box 100  
507 Main Street  
New Tazewell, TN 37825

Century Telephone of Ooltewah-Collegedale, Inc.  
P. O. Box 782  
5616 Main Street  
Ooltewah, TN 37363

Citizens Communications Company of Tennessee  
P. O. Box 770  
300 Bland Street  
Bluefield, WV 24701

Citizens Communications Company of the Volunteer State  
P. O. Box 770  
300 Bland Street  
Bluefield, WV 24701

Loretto Telephone Company, Inc.  
P. O. Box 130  
Loretto, TN 38469

Millington Telephone Company, Inc.  
P. O. Box 429  
4880 Navy Road  
Millington, TN 38083-0429

Sprint-United  
112 Sixth Street  
Briston, TN 37620

TDS Telecom-Concord Telephone Exchange, Inc.  
P. O. Box 22610  
701 Concord Road  
Knoxville, TN 37933-0610

TDS Telecom-Humphreys County Telephone Company  
P. O. Box 552  
203 Long Street  
New Johnsonville, TN 37134-0552

TDS Telecom-Tellico Telephone Company, Inc.  
P. O. Box 9  
102 Spence Street  
Tellico Plains, TN 37385-0009

TDS Telecom-Tennessee Telephone Company  
P. O. Box 18139  
Knoxville, TN 37928-2139

TEC-Crockett Telephone Company, Inc.  
P. O. Box 7  
Friendship, TN 38034

TEC-People's Telephone Company, Inc.  
P. O. Box 310  
Erin, TN 37061

TEC-West Tennessee Telephone Company, Inc.  
P. O. Box 10  
244 E. Main Street  
Bradford, TN 38316

United Telephone Company  
P. O. Box 38  
120 Taylor Street  
Chapel Hill, TN 37034



**EXHIBIT J**

**NUMBERING ISSUES STATEMENT**

1. Applicant's expected demand for NXXs per NPA within a year of approval of its Application as follows:

LATA 468

NPA 270	50
NPA 622	50
NPA 731	50
NPA 901	50

LATA 470

NPA 615	400
NPA 918	400

LATA 472

NPA 422	100
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LATA 474

NPA 423	125
NPA 865	125

2. Applicant expects 1,350 NXXs will be requested from NANPA when it establishes its service footprint.
3. Applicant expects to establish its service footprint as per Item No. 1 above.
4. Applicant will sequentially assign telephone numbers within NXXs.
5. Applicant will follow all NANPA guidelines and any TRA or Federal Communications Commission guidance on number conservation. With number pooling, Applicant will only request NXX 1000 blocks.
6. When ordering new NXXs for growth, Applicant will use a 50% fill of an existing NXX as the benchmark for determining when a request for a new NXX will be initiated.

**EXHIBIT K**

**TENNESSEE SPECIFIC OPERATIONAL ISSUES**

1. How does the company intend to comply with TCA §65-21-114? In its description, please explain technically how the company will not bill for countywide calls within Tennessee.

StarVox's billing for calls is different from traditional circuit-switched carriers. No calls originated and terminated within the same county in Tennessee will be subject to toll charges. Customers will be advised on their monthly bills that they may contact StarVox in the event they are erroneously assessed toll charges for county-wide calls and such charges will be refunded.

2. Is the company aware of the Tennessee County Wide Calling database maintained by AT&T Tennessee, Inc. and the procedures to enter your telephone numbers on the database?

Yes. StarVox will cooperate with AT&T Tennessee to ensure its telephone numbers are accurately placed in the Tennessee County Wide Calling database.

3. Is your company aware of the local calling areas provided by the Incumbent Local Exchange Carriers in your proposed service areas?

Yes.

4. Explain the procedures that will be implemented to assure that your customers will not be billed long distance charges for calls within the metro calling areas.

StarVox's billing for calls is different from traditional circuit-switched carriers. No calls originated and terminated within the same county in Tennessee will be subject to toll charges. Customers will be advised on their monthly bills that they may contact StarVox in the event they are erroneously assessed toll charges for county-wide calls and such charges will be refunded.

5. Please provide the name and telephone number of an employee of your company that will be responsible to work with the TRA on resolving customer complaints.

All customer complaints should be directed first to Andrea Swanson. Ms. Swanson's telephone number is (408) 625-2684.

**EXHIBIT L**

**SWORN PRE-FILED TESTIMONY**

**OF**

**CHRISTOPHER MCKEE**

**BEFORE THE TENNESSEE REGULATORY AUTHORITY**

**IN THE MATTER OF THE APPLICATION  
OF STARVOX COMMUNICATIONS, INC.  
FOR A CERTIFICATE TO PROVIDE  
COMPETING LOCAL EXCHANGE AND  
LONG DISTANCE TELECOMMUNI-  
CATIONS SERVICES**

**PRE-FILED TESTIMONY OF CHRISTOPHER MCKEE**

I, Christopher McKee, do hereby testify as follows in support of the Application of StarVox Communications, Inc., for a Certificate of convenience and necessity as a competing telecommunications services provider to provide local exchange and long distance telecommunications services throughout the State of Tennessee.

Q. PLEASE STATE YOUR FULL NAME, BUSINESS ADDRESS AND POSITION.

A. My name is Christopher McKee and I am Vice President and General Counsel of StarVox Communications, Inc., 43480 Yukon Drive, Suite 201, Ashburn, Virginia, 20147.

Q. PLEASE BRIEFLY DESCRIBE YOUR DUTIES.

A. As Vice President and General Counsel of StarVox, I am responsible the corporate and legal affairs of the company; in this capacity, it is my responsibility to ensure compliance by the company with all legal and regulatory requirements.

Q. PLEASE DESCRIBE YOUR BUSINESS EXPERIENCE AND EDUCATIONAL BACKGROUND.

A. Prior to joining StarVox, I was Vice President and Assistant General Counsel of Covad Communications Group Inc., a publicly held San Jose, California-based broadband provider of integrated voice and data communications nationwide.

From 2002 to 2005, I served as Executive Director of Legal and Regulatory Affairs for XO Communications, Inc., a publicly held Reston, Virginia-based broadband provider of integrated voice and data communications nationwide. Before that, I was Deputy General Counsel of Net2000 Communications Inc., a publicly traded Herndon, Virginia-based telecommunications services provider. I have also been in private practice with Washington DC-based law firms Dickstein Shapiro LLP and Dow Lohnes PLLC.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. The purpose of my testimony is to support StarVox's Application for a Certificate to Provide Competing Local Exchange and Long Distance Telecommunications Services within the State of Tennessee.

Q. ARE ALL STATEMENTS IN STARVOX'S APPLICATION TRUE AND CORRECT TO THE BEST OF YOUR KNOWLEDGE, INFORMATION AND BELIEF?

A. Yes.

Q. DO YOU RATIFY AND CONFIRM THE STATEMENTS MADE IN THAT APPLICATION AND ALL RELATED FILINGS?

A. Yes.

Q. PLEASE DESCRIBE THE CORPORATE STRUCTURE OF APPLICANT.

A. StarVox was incorporated in the State of California on June 28, 2004. StarVox is a wholly-owned subsidiary of StarVox Communications, Inc., a Delaware Corporation (formerly U.S. Wireless Data, Inc.), a publicly-traded corporation.

Q. DOES STARVOX POSSESS THE REQUISITE MANAGERIAL, FINANCIAL AND TECHNICAL ABILITIES TO PROVIDE THE SERVICES FOR WHICH IT HAS APPLIED FOR AUTHORITY?

A. Yes. Additionally, StarVox's financial strength is more than sufficient to enable it to provide and maintain service in the State of Tennessee.

Q. PLEASE DESCRIBE APPLICANT'S FINANCIAL QUALIFICATIONS.

A. The financial statements of StarVox, included as attachments to the Application, demonstrate that Applicant's financial strength is sufficient to enable it to provide and maintain service in the State of Tennessee. StarVox does not intend to construct facilities, other than equipment to be installed in existing buildings or structures, or to purchase facilities in the near future. Furthermore, Applicant anticipates satisfying its cash flow obligations from revenues from its Tennessee operations and is well positioned ensure the continued provision of reliable telecommunications service to Tennessee residents.

Q. PLEASE DESCRIBE APPLICANT'S MANAGERIAL AND TECHNICAL QUALIFICATIONS.

A. StarVox has assembled a highly skilled management team, which brings a wealth of experience and expertise to the Company's telecommunications services venture. Together, the Company's executives provide it with the depth and breadth of management, operational and technical capabilities necessary to facilitate its provision of high quality, affordable local exchange telecommunications services. Brief summaries of the experience of key members



of the Company's executive team are set forth as exhibits to StarVox's Application.

Q. WILL STARVOX OFFER SERVICES TO ALL CONSUMERS WITHIN ITS SERVICE AREA?

A. Yes.

Q. DOES STARVOX PLAN TO OFFER LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES IN AREAS SERVED BY INCUMBENT LOCAL EXCHANGE TELEPHONE COMPANIES WITH FEWER THAN 100,000 TOTAL ACCESS LINES?

A. No.

Q. PLEASE DESCRIBE THE SERVICES APPLICANT INTENDS TO PROVIDE IN TENNESSEE.

A. StarVox expects to offer a broad variety of local exchange, intraLATA toll and intreLATA interexchange services, primarily to business customers in Tennessee. StarVox's initial line of local services will be comparable to that currently offered by the incumbent LECs. Initially, StarVox plans to offer basic access line service, PBX and DID Services, Optional Calling Features, Directory Assistance, Directory Services, and Operator Services, as well as all services required under Chapter 1220-4-8-.04(3) (6) and (2).

Q. PLEASE DESCRIBE THE FACILITIES APPLICANT INTENDS TO USE IN PROVIDING ITS PROPOSED SERVICES.

A. StarVox intends to offer its telecommunications services through the use of its own facilities, resold facilities and through a combination of these provisioning

methods. Applicant anticipates collocating switches and other related electronic equipment in the central offices of the ILECs.

Q. WILL APPLICANT USE TELEMARKETING TO SELL ITS SERVICES?

A. No.

Q. DOES STARVOX INTEND TO COMPLY WITH ALL TRA RULES, STATUTES AND ORDERS PERTAINING TO THE PROVISION OF TELECOMMUNICATIONS SERVICES IN TENNESSEE, INCLUDING THOSE FOR DISCONNECTION AND RECONNECTION OF SERVICE?

A. Yes.

Q. HAS ANY STATE EVER DENIED STARVOX OR ONE OF ITS AFFILIATES AUTHORIZATION TO PROVIDE INTRASTATE SERVICE?

A. No.

Q. HAS ANY STATE EVER REVOKED THE CERTIFICATION OF STARVOX OR ONE OF ITS AFFILIATES?

A. No.

Q. HAS STARVOX OR ONE OF ITS AFFILIATES EVER BEEN INVESTIGATED OR SANCTIONED BY ANY REGULATORY AUTHORITY FOR SERVICE OR BILLING IRREGULARITIES?

A. StarVox has not. Capital Telecommunications, Inc. ("CTI"), a wholly-owned subsidiary acquired by StarVox in 2006, has been subject to a mere handful of consumer complaints that were filed with utility commissions in Maryland, Pennsylvania and Texas. CTI resolved all consumer complaints and none were escalated further.

Q. WHO IS KNOWLEDGEABLE ABOUT STARVOX'S OPERATIONS AND WILL SERVE AS STARVOX'S REGULATORY AND CUSTOMER SERVICE CONTACT?

A. The Tennessee contact person knowledgeable about StarVox's operations, and who will serve as StarVox's Regulatory and Customer Service Contact, is Andrea Swanson. Ms. Swanson can be contacted electronically at [aswanson@starvox.com](mailto:aswanson@starvox.com), or telephonically at (408) 625-2684.

Q. HOW WILL APPLICANT HANDLE CUSTOMER SERVICE MATTERS?

A. StarVox has made arrangements for its customers to call the company at its toll-free customer service number, (866) 978-2786. In addition, customers may contact the company in writing at the headquarters address, as well as via e-mail at [noc.starvox.com](mailto:noc.starvox.com). The toll free number will be printed on the customer's monthly billing statements.

Q. PLEASE EXPLAIN IN DETAIL STARVOX'S PROPOSED PROCEDURES FOR RESPONDING TO INFORMATION REQUESTS FROM THE TRA AND ITS STAFF?

A. As part of his core job responsibilities, Andrea Swanson will be tasked with remaining available to respond to information requests from the TRA and its Staff concerning this both the instant Application and ongoing regulatory concerns. Ms. Swanson can be contacted electronically at [aswanson@starvox.com](mailto:aswanson@starvox.com), or telephonically at (408) 625-2684.

Q. WHICH CARRIERS WILL SERVE AS YOUR UNDERLYING CARRIERS?

A. StarVox will be working with incumbent local exchange carriers such as AT&T Tennessee, Verizon Southeast and other incumbent local exchange carriers that are required to engage in interconnection agreements with competitive carriers.

Q. WILL YOU REMAIN AVAILABLE TO RESPOND TO ANY ADDITIONAL QUESTIONS REGARDING THIS APPLICATION?

A. Yes.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

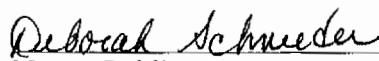
A. Yes.

I swear that the foregoing testimony is true and correct to the best of my knowledge.



Christopher McKee  
Vice President and General Counsel  
StarVox Communications, Inc.

Subscribed and sworn to me this 13 day of ~~September~~ <sup>November</sup>, 2007.



Notary Public

Commonwealth of Virginia

County of Fairfax

My Commission Expires:  
5-31-2008

**Tennessee**  
**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**  
**OF**  
**StarVox Communications, Inc.**

This Tariff contains the descriptions, regulations and rates applicable to the provision of local exchange telecommunications services provided by StarVox Communications, Inc., with principal offices located at 2728 Orchard Parkway, San Jose, CA 95134, for services furnished within the State of Tennessee. This tariff is on file with the Tennessee Regulatory Authority, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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Issued:

Effective:

Issued by: Christopher McKee  
Vice President and General Counsel  
2728 Orchard Parkway  
San Jose, CA 95134

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Issued:

Effective:

Issued by:

Christopher McKee  
Vice President and General Counsel  
2728 Orchard Parkway  
San Jose, CA 95134

**CHECK SHEET**

Section	Page	Revision	Section	Page	Revision	Section	Page	Revision
Title	Title	Original*	Section 3	1	Original*			
Preface	1	Original*	Section 4	1	Original*			
Preface	2	Original*	Section 4	2	Original*			
Preface	3	Original*	Section 4	3	Original*			
Preface	4	Original*	Section 4	4	Original*			
Preface	5	Original*	Section 5	1	Original*			
Section 1	1	Original*	Section 5	2	Original*			
Section 1	2	Original*	Section 5	3	Original*			
Section 1	3	Original*	Section 5	4	Original*			
Section 2	1	Original*	Section 5	5	Original*			
Section 2	2	Original*	Section 5	6	Original*			
Section 2	3	Original*	Section 5	7	Original*			
Section 2	4	Original*	Section 5	8	Original*			
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Section 2	8	Original*	Section 5	12	Original*			
Section 2	9	Original*	Section 5	13	Original*			
Section 2	10	Original*	Section 5	14	Original*			
Section 2	11	Original*	Section 5	15	Original*			
Section 2	12	Original*	Section 5	16	Original*			
Section 2	13	Original*	Section 5	17	Original*			
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Section 3	33	Original*						

\*Denotes New or Revised Page.

Issued:

Effective:

Issued by: Christopher McKee  
Vice President and General Counsel  
2728 Orchard Parkway  
San Jose, CA 95134



### EXPLANATION OF SYMBOLS

The following symbols shall be used in this Tariff for the purpose indicated below:

- (C) To signify changed regulation.
- (D) To signify discontinued rate or regulation.
- (I) To signify increased rate.
- (M) To signify material relocated from one page to another without charge.
- (N) To signify new rate, regulation or text.
- (R) To signify reduced rate.
- (S) To signify reissued matter.
- (T) To signify a change in text but no change in rate or regulation.

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Issued:

Effective:

Issued by:

Christopher McKee  
Vice President and General Counsel  
2728 Orchard Parkway  
San Jose, CA 95134

## APPLICATION OF TARIFF

This Tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user local exchange communications services by StarVox Communications, Inc., hereinafter referred to as the Company, to Customers within the State of Tennessee. Company's services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This Tariff is on file with the Tennessee Regulatory Authority. In addition, this Tariff is available for review at the main office of StarVox Communications, Inc., at 2728 Orchard Parkway, San Jose, CA 95134.

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Issued:

Effective:

Issued by:

Christopher McKee  
Vice President and General Counsel  
2728 Orchard Parkway  
San Jose, CA 95134

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**TARIFF FORMAT**

A. Page Numbering – Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

B. Page Revision Numbers – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Tennessee Regulatory Authority. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Tennessee Regulatory Authority is not always the Tariff page in effect. Consult the Check Sheet for the page currently in effect.

C. Paragraph Numbering Sequence – There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(I).

D. Check Sheets – When a Tariff filing is made with the Tennessee Regulatory Authority, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the pages contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc., 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 Tennessee Regulatory Authority.

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**SECTION 1 – DEFINITIONS**

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

**Account** – A Company accounting category containing up to two (2) local exchange access lines billed to the same Customer at the same address. The second or non-primary local exchange access line will share any call allowance of the primary local exchange access line. The second or non-primary local exchange access line, therefore, will not be provisioned to include a separate call allowance structure. No features are provided with the second or non-primary local exchange access line.

**Account Codes** – Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

**Advance Payment** – Part or all of a payment required before the start of service limited to current months recurring charges in advance.

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

**Authorized User** – A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

**Automatic Numbering Identification (ANI)** – A type of signaling provided by a local telephone company which automatically identifies the local exchange line from which a call originates.

**Common Carrier** – An authorized company or entity providing telecommunications services to the public.

**Company** – StarVox Communications, Inc., the issuer of this Tariff.

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

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

**Customer Terminal Equipment** – Terminal equipment provided by the Customer

**Deposit** – Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

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**SECTION 1 – DEFINITIONS (CONT'D)**

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

**Equal Access** – A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

**Exchange Telephone Company or Telephone Company** – Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

**ICB** – Individual Case Basis.

**IXC or Interexchange Carrier** – A long distance telecommunications service provider.

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

**LATA** – A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designed as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or its successor Tariff(s).

**LEC** – Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

**Monthly Recurring Charges** – The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

**MOU** – Minutes of Use.

**NECA** – National Exchange Carriers Association.

**Non-Recurring Charge ("NRC")** – The initial charge, usually assessed on a one-time basis, to initiate and establish service.

**PBX** – Private Branch Exchange.

**PIN** – Personal Identification Number. See Authorization Code.

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**SECTION 1 – DEFINITIONS (CONT'D)**

**Point of Presence ("POP")** – Location where the Company maintains a facility for purposes of interconnecting to the Company's Network.

**Recurring Charges** – Monthly charges to the Customer for services, and equipment, which continues for the agreed-upon duration of the service.

**Service** – Any means of service offered herein or any combination thereof.

**Service Order** – The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff.

**Serving Wire Center** – A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

**Shared Inbound Calls** – Refers to calls that are terminated via the Customer's Company-provided local exchange line.

**Shared Outbound Calls** – Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "10XXX" or 101XXXX" with a "1+10-digit number."

**Station** – The network control signaling unit and any other equipment provided at the Customer's premises which enables the Customer to establish communications connections and to effect communications through such connections.

**Subscriber** – The person, firm, partnership, corporation, or other entity who orders telecommunications service from StarVox Communications, Inc. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

**Switched Access Origination/Termination** – Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

**TRA** – Refers to the Tennessee Regulatory Authority.

**Terminal Equipment** – Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

**StarVox** – StarVox Communications, Inc., issuer of this Tariff.

**Usage Charges** – Charges for minutes or messages traversing over local exchange facilities.

**User or End User** – A Customer, Joint User or any other person authorized by a Customer to use service provided under this Tariff.

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**SECTION 2 – RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

**2.1.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this Tariff in connection with one-way and/or two-way information transmission between points within the State of Tennessee.

The Company is responsible under this Tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

**2.1.2 Shortage of Equipment or Facilities**

- A.** The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B.** The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company (Cont'd)****2.1.3 Terms and Conditions**

- A. Service is provided on the basis of a minimum period of at least thirty (30) days, 24 hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.
- B. Except as otherwise stated in this Tariff, Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this Tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. In any action between the parties to enforce any provision of this Tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- E. Service may be terminated upon written notice to the Customer if:
  - 1. the Customer is using the service in violation of the Tariff; or
  - 2. the Customer is using the service in violation of the law.
- F. This Tariff shall be interpreted and governed by the laws of the State of Tennessee regardless of its choice of laws provision.
- G. Any other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- H. To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company (Cont'd)****2.1.4 Limitations on Liability**

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including, but not limited to, mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services; or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that results in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- D. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
  - 1. Any act or omission of: (a) the Customer; (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
  - 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
  - 3. Any unlawful or unauthorized use of the Company's facilities and services;
  - 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
  - 5. Breach in the privacy or security of communications transmitted over the Company's facilities;

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Limitations on Liability (Cont'd)

D. (Cont'd)

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A. of this Subsection 2.1.4;
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any acts or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any noncompletion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that service is unavailable;
11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

- E. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F. 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.
- G. Failure by the Company to assert its rights pursuant to one provision of this rate sheet does not preclude the Company from asserting its rights under other provisions.

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

**2.1 Undertaking of the Company (Cont'd)**

**2.1.4 Limitations on Liability (Cont'd)**

- H. Directory Errors – In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly Tariff rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly Tariff rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.
- I. With respect to Emergency 911 Service:
1. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, of (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.
  2. Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, its users, agencies or municipalities, or the employees or agents of any one of them.

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

**2.1 Undertaking of the Company (Cont'd)**

**2.1.4 Limitations on Liability (Cont'd)**

**1. With respect to Emergency 911 Service (Cont'd)**

3. When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local government authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this rate sheet, the Customer acknowledges and agrees with the release of information as described above.

**2.1.5 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company (Cont'd)****2.1.6 Provision of Equipment and Facilities**

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any customer.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided by the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
- E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any other party other than the Company, including, but not limited to, the Customer.
- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
  - (1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - (2) the reception of signals by Customer-provided equipment.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.1 Undertaking of the Company (Cont'd)****2.1.7 Non-routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or night hours, additional hours may apply.

**2.1.8 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

**2.1.9 Ownership of Facilities**

Title to all facilities provided in accordance with this Tariff remains in the Company, its partners, agents, contractors or suppliers.

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

**2.2 Prohibited Uses**

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and TRA regulations, policies, orders, and decisions.
- 2.2.3 The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4 A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owned to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Tariff will apply.

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

**2.3 Obligations of the Customer**

**2.3.1 General**

The Customer is responsible for making proper application for service; placing any necessary order, complying with Tariff regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- A. the payment of all applicable charges pursuant to this Tariff;
- B. damage to or loss of the Company's facilities or equipment caused by the acts of omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C). Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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

**2.3 Obligations of the Customer (Cont'd)**

**2.3.1 General (Cont'd)**

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company 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 (e.g., asbestos) prior to any construction or installation work;
- F. 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 Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein removing the facilities or equipment of the Company;
- G. not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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

**2.3 Obligations of the Customer (Cont'd)**

**2.3.2 Liability of the Customer**

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other rate sheet of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this rate sheet including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this rate sheet is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.4 Customer Equipment and Channels****2.4.1 General**

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this Tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this Tariff.

**2.4.2 Station Equipment**

- A. Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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

**2.4 Customer Equipment and Channels (Cont'd)**

**2.4.3 Interconnection of Facilities**

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the Tariffs of the other communications carriers that are applicable to such connections.
- C. Facilities furnished under this Tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this Tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D. Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this Tariff only to the extent that the user is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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

**2.4 Customer Equipment and Channels (Cont'd)**

**2.4.4 Inspections**

- A. Upon suitable 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 in Section 2.4.2A. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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

**2.5 Payment Arrangements**

**2.5.1. Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services.

The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

**2.5.2 Billing and Collection of Charges**

The Customer is responsible for payment of all charges incurred by the Customer or other Authorized Users for services and facilities furnished to the Customer by the Company.

- A. Nonrecurring charges are due and payable within thirty (30) days of receipt of bill, unless otherwise agreed to in advance.
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days of receipt of bill. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.

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

**2.5 Payment Arrangements (Cont'd)**

**2.5.2 Billing and Collection of Charges (Cont'd)**

- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If any portion of the payment is not received by the Company within 30 days of receipt of the bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied. Late payment charges are to be applied without discrimination.
- F. The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check or other payment type submitted by the Customer to the Company that a bank or other financial institution refuses to honor.
- G. If service is disconnected by the Company in accordance with Section 2.5.6 following and later restored, restoration of service will be subject to all applicable installation charges.

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

**2.5 Payment Arrangements (Cont'd)**

**2.5.3 Disputed Bills**

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 30 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- B. Unless disputed, the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Tennessee Regulatory Authority, 460 James Robertson Parkway, Nashville, Tennessee 37243-0505.
- C. After receipt of a complaint made through the Tennessee Regulatory Authority, the utility must file a written response within ten (10) working days with the Consumer Services Division of the Tennessee Regulatory Authority.
- D. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.

**2.5.4 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring 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 non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

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**SECTION 2 -- RULES AND REGULATIONS (CONT'D)**

**2.5 Payment Arrangements (Cont'd)**

**2.5.5 Deposits**

The Company does not require Customer deposits.

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

**2.5 Payment Arrangements (Cont'd)**

**2.5.6 Discontinuance of Service**

The Company may discontinue service under this Section. Customers will be given five (5) days written notice prior to discontinuance unless otherwise indicated. The five-day notice period excludes Sundays and legal holidays. Service will not be disconnected on any Friday, Saturday, Sunday or legal holiday, or at any time when the Company's business offices are not open to the public, except where an emergency exists.

After discontinuing service, the Company may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable. These remedies are in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

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

**2.5 Payment Arrangements (Cont'd)**

**2.5.6 Discontinuance of Service (Cont'd)**

The Company may discontinue service with notice for any of the following:

- A. For failure to pay a bill for service when due;
- B. For failure to meet the Company's deposit and credit requirements;
- C. For failure to make proper application for service;
- D. For violation of any of the Company's rules on file with the TRA;
- E. For failure to provide the Company reasonable access to equipment and property;
- F. For breach of contract for service between the Customer and the Company;
- G. For failure to furnish such service, equipment and/or rights-of-way necessary to serve the Customer as shall have been specified by the Company as a condition of obtaining service; or
- H. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

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

**2.5 Payment Arrangements (Cont'd)**

**2.5.6 Discontinuance of Service (Cont'd)**

The Company may discontinue service without notice for any of the following:

- A. In the event of tampering with the Company's equipment;
- B. In the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public or to employees of the Company; or
- C. In the event of a Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- D. For violation of or non-compliance with the TRA's regulations governing access line or interexchange service supplied by carriers or for violation of or noncompliance with the carrier's tariff on file with the TRS;
- E. Failure to pay for services rendered subsequent to proper notice;
- F. Request for service or delinquency in payment for service at an indebted household, unless a customer in the indebted household to whom service is provided and billed has made prompt payment for such service.

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

**2.5 Payment Arrangements (Cont'd)**

**2.5.7 Cancellation of Application for Service**

- A. Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described in 2.5.7.A. through 2.5.7.C. will be calculated and applied on a case-by-case basis.

**2.5.8 Changes in Service Requested**

If the Customer makes or request material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.6 Allowances for Interruptions in Service**

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this Tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

**2.6.1 General**

- A. A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including, but not limited to, the Customer.

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

**2.6. Allowances for Interruptions in Service (Cont'd)**

**2.6.2 Limitations of Allowances**

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

- A. Due to the negligence of or noncompliance with the provisions of this rate sheet by any person or entity other than the Company, including, but not limited to, the Customer;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the reasonable control of the Company;
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.6.3), or utilize another service provider;
- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D)****2.6 Allowances for Interruptions in Service (Cont'd)****2.6.3 Use of Another Means of Communication**

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

**2.6.4 Application for Credits for Interruptions in Service**

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.
- C. A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.
- D. Interruptions of 24 Hours or Less

Length of Interruption	Amount of Service to be Credited
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

E. Interruptions Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

F. Interruptions Over 72 Hours

Interruptions Over 72 hours will be credit 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one-month period.

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

**2.6 Allowances for Interruptions in Service (Cont'd)**

**2.6.5 Cancellation for Service Interruption**

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

**2.7 Use of Customer's Service by Others**

**2.7.1 Joint Use Arrangements**

Joint use arrangements will be permitted for all services provided under this Tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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**SECTION 2 -- RULES AND REGULATIONS (CONT'D)**

**2.8 Cancellation of Service/Termination Liability**

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

**2.8.1 Termination Liability**

The Customer's termination liability for cancellation of service shall be equal to:

- A. all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- B. any disconnection, early cancellation or termination charges reasonable incurred and paid to third parties by the Company on behalf of the Customer; plus
- C. all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- D. minus a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

**2.9 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- 2.9.1 to any subsidiary, parent company or affiliate of the Company; or
- 2.9.2 pursuant to any sale or transfer of substantially all the assets of the Company; or
- 2.9.3 pursuant to any financing, merger or reorganization of the Company.

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

**2.10 Customer Liability for Unauthorized Use of the Network**

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent or implied authority to use the network, obtains the Company's services provided under this Tariff.

**2.10.1 Customer Liability for Fraud and Unauthorized Use of the Network**

A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.

B. A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied to and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss and/or theft.

D. The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this rate sheet, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

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

**2.11 Notices and Communications**

- 2.11.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.11.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.11.3 Except as otherwise stated in this Tariff, all notices or other communications required to be given pursuant to this Tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.11.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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

**2.12 Taxes, Fees Surcharges**

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), the Presubscribed Interexchange Carrier Charge (PICC), compensation to pay telephone service providers, E911 Assessments and Relay Services. Fees or surcharges for such programs will be included in this section of the Tariff.

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

**2.13 Miscellaneous Provisions**

**2.13.1 Telephone Number Changes**

Whenever any Customer's telephone number is changed after a directory is published, the Company shall intercept all calls to the former number for at least one hundred and twenty (120) days and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

**2.13.2 Maintenance and Operations Records**

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of the TRA rules shall be kept on file in the office of the Company as required under TRA rules.

**2.14 Customer Responsibility**

**A. Cancellation by Customer**

Customers may cancel service verbally or in writing. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

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

**2.15 Toll-Free Services**

- 2.15.1** The Company will make every effort to reserve toll free (i.e., "800/888") vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available.
- 2.15.2** The Company will participate in porting toll-free numbers only when all charges incurred as a result of the toll-free number have been paid.
- 2.15.3** Toll free numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor Customer requests for a change in Responsible Organization or toll free service provider for toll free numbers dedicated to the sole use of that single Customer.
- 2.15.4** If a Customer who has received a toll free number does not subscribe to toll free service within thirty (30) days, the Company reserves the right to make the assigned number available for use by another Customer.

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**SECTION 3 – SERVICE AREAS**

**3.1 Exchange Service Areas**

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs:

- (a) BellSouth Telecommunications, Inc.

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**SECTION 4 – BASIC SERVICES AND RATES**

**4.1 Call Timing for Usage Sensitive Services**

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 4.1.1 Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded up to the next whole unit.
- 4.1.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 4.1.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

**4.2 Distance Calculations**

The Company does not offer distance sensitive services.

**4.3 Rate Periods for Time of Day Sensitive Services**

The Company does not offer time of day sensitive services.

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**SECTION 4 – BASIC SERVICES AND RATES (Cont'd)**

**4.4 Local Exchange Service**

**4.4.1 General**

The Company offers Basic Local Service to customers seeking basic local exchange services. Voice Mail and other Custom Calling Features are available to Basic Local Service customers by selecting such services a la carte.

The Company provides Customers with the option of obtaining a Primary Line and Secondary Line per account:

**A. Primary Line**

The initial local exchange access line per account.

**B. Secondary Line**

The second or additional local exchange access line, billed to the same address as the Primary Line, the Secondary Line will share the monthly call allowance with the Primary Line. The Secondary Line does not automatically include or share any Custom Calling Features. Feature Packages may be purchased separately.

Should a Customer with both lines opt to disconnect the Primary Line, the remaining Secondary Line will automatically convert to a Primary Line with all features and functionality of such, and at the Primary Line monthly recurring rate.

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**SECTION 4 – BASIC SERVICES AND RATES (Cont'd)****4.5 Local Dialtone Service****4.5.1 General**

The Company offers local dialtone service to customers in the Exchange Areas listed in Section 3.1. Local dialtone service allows customers to initiate and terminate calls within their local calling areas.

**4.5.2 Rates**

A.	Service Connection Fee, one-time charge per line:	
	Primary Line	\$49.95
	Secondary Line	\$49.95
B.	Initial Monthly Rate	
	Primary Line	\$39.95
	Secondary Line	\$39.95

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**SECTION 4 – BASIC SERVICES AND RATES (Cont'd)****4.6 Basic Local Service Package****4.6.1 General**

Basic Local Service Package provides customers with local dialtone service and includes the Customer Calling features listed below:

Caller ID – Allows a Customer to see a caller's number previewed on a display screen before the call is answered. Caller ID requires the use of specialized CPE not provided by the Company.

Call Waiting - Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both calls.

Three Way Calling – Permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference.

**4.6.2 Rates**

A.	Service Connection Fee, one-time charge per line:	
	Primary Line	\$59.95
	Secondary Line	\$59.95
B.	Monthly Rate	
	Primary Line	\$49.95
	Secondary Line	\$49.95

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES**

**5.1 Service Change Charges**

Non-recurring charges apply to processing Service Orders for new service, for changes in service, and for changes in the Customer's primary interexchange carrier (PIC) code.

**5.1.1 Service Order Charges**

Transfer of Service Charge, Primary Line – applies to the first line of a Transfer of Service Order (TOS), when a customer requests a move or change in physical location. This charge applies whether a customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge may apply.

Transfer of Service Charge, Secondary Line – applies to the second, or third, etc., line of a Transfer of Service Order (TOS), when a customer requests a move or change in physical location. This charge applies whether a customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge may apply.

Technician Dispatch Charge – A separate Technician Dispatch Charge applies, in addition to all other charges for the visit, when a visit to the Customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to Customer-provided equipment or inside wire. This charge also applies for visits by the Company's agents or employees, at the Customer's request, to the Premises of the Customer, when the Customer fails to meet the Company's agent or employees for the prearranged appointment as requested.

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**SECTION 5 –MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**5.1 Service Order and Change Charges (Cont'd)**

**5.1.2 Change Order Charges**

Change Order Charges apply to work associated with providing exchange line service or customer-requested changes to existing services. One charge applies for each change order requested by the customer. If multiple changes listed below are requested by the Customer and occur on the same order/request one charge only applies. A Change Order Service Charge applies to the following customer-initiated changes:

Custom Calling Feature Change Order – applies when a Customer requests a change, adding or removing a custom calling feature.

Telephone Number Change Order – applies to each telephone number change request/order.

Listing Change Charge – applies when a Customer requests/orders a change to add or delete a white pages listing or requests a change to add/delete listings. This charge also applies to request for Non-Published or Non-Listed numbers.

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)****5.1 Service Order and Change Charges (Cont'd)****5.1.3 Rates**

<u>Service Order Charges</u>	<u>Residence</u>
Primary Service Connection Charge	*
Secondary Service Connection Charge	*
Transfer of Service Charge, Primary Line	\$40.00
Transfer of Service Charge, Secondary Line	\$20.00
Technician Dispatch Charge	\$75.00
Service Order Charge	N/A
 <u>Change Order Service Charges</u>	
Custom Calling Feature Change Order	\$15.00
Telephone Number Change Order	\$5.00
Listing Change Charge	\$5.00

\*Service Connection charges are listed with the rates for each specific service tariffed.

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**SECTION 5 - MISCELLANEOUS SERVICES AND RATES (Cont'd)****5.2 Restoration of Service**

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

	<u>Residence</u>
Per occasion	\$25.00

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**5.3 Reserved for Future Use**

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)****5.4 Public Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the "#" symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

Rate Per Call: \$0.30

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)****5.5 Custom Calling Features**

The features in this section are made available to Customers on a per use basis. All features are provided subject to availability. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the per feature activation charge shown in the table below each time a feature is used by the Customer. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all or some uses in some cases.

**5.5.1 Feature Descriptions**

Call Forwarding – Fixed, Busy Line No Answer – This feature, when activated, redirects attempted terminating calls to another Customer-specified line. Call originating ability is not affected by Call Forwarding – Fixed, Busy Line No Answer. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding – Fixed, Busy Line No Answer is billed for the forwarded leg of the call. Calls cannot be transferred to an International Direct Distance Dialing number.

Speed Calling – This feature allows a user to dial selected numbers by means of an abbreviated code. This feature is available in either an 8 number or a 30 number capacity. The Speed Calling list can only accommodate a number consisting of 15 digits or less.

Caller ID - Allows a Customer to see a caller's telephone number previewed on a display screen before the call is answered. Caller ID requires the use of specialized CPE not provided by the Company

Caller ID with Name – Allows a Customer to see a caller's name and number previewed on a display screen before the call is answered. Caller ID with Name requires the use of specialized CPE not provided by the Company.

Call Forwarding – A Customer activated feature that automatically transfers all incoming calls from the Customer's telephone number to another dialable telephone number until the Customer deactivates the feature. If forwarded to a long distance number the Subscriber will incur the long distance charges.

Call Trace – Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage basis only.

Call Blocking – Allows Customer to block calls from different telephone numbers. A screening list is created by Customer either by adding the last number associated with the line (incoming or outgoing) or by pre-selecting the telephone number to be blocked. Callers from such numbers hear an announcement that the calling party is not accepting calls and Customer's phone will not ring.

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**5.5 Custom Calling Features**

**5.5.1 Feature Descriptions (Cont'd)**

Call Waiting - Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both calls.

Call Waiting with Caller ID with Name – Call Waiting with Caller ID with Name provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in and allows a Customer to see a caller's name and number previewed on a display screen. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both calls.

Three Way Calling – Permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference.

Call Return - Allows Customer to automatically dial the number of last incoming call, whether or not Customer answered phone.

Anonymous Call Rejection - Allows you to refuse calls from those who have blocked their numbers.

Repeat/Auto Dial – A feature that, when activated, automatically checks a busy number and when the line is free, rings the Customer back and completes the call.

Caller Identification Blocking: Allows the name and number of the calling party to be blocked from being transmitted when placing outbound calls.

Per Call Blocking: To activate per-call blocking, a Customer dials a special code prior to placing a call. Blocking will be activated for that outgoing call only. There is no charge for using per call blocking, and it is provided on an unlimited basis.

Per Line Blocking: When blocking is established on the line, it can be deactivated by dialing a code before each call. This one call unblock allows the name and/or number to be sent for that one call only. There is no charge for per line blocking.

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)****5.5 Custom Calling Features****5.5.2 Rates**

<b>FEATURE</b>	<b>RATE</b>	<b>BILLED</b>
Call Forwarding	\$0.50	Per use
Speed Calling	\$3.50	MRC
Caller ID	\$3.50	MRC
Caller ID with Name	\$5.50	MRC
Call Trace	\$0.50	Per use
Call Blocking	\$2.50	MRC
Call Waiting	\$3.50	MRC
Call Waiting with Caller ID with Name	\$5.50	MRC
Three Way Calling	\$3.50	MRC
Call Return	\$0.50	Per use
Anonymous Call Rejection	\$2.50	MRC
Repeat/Auto Dial	\$0.50	Per use
Caller Identification Blocking	\$0.50	Per use
Per Call Blocking	No charge	
Per Line Blocking	No charge	

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**5.6 Directory Assistance Services**

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service.

**5.6.1 Basic Directory Assistance**

The rates specified following apply when Customers request Company assistance in determining telephone numbers of Customers who are located within the State.

A maximum of two (2) requested telephone numbers are allowed per call.

**A. Exemptions**

A business or residence main telephone exchange line may be registered for exemption from Directory Assistance charges where one of the users of the line is considered to be legally blind, visually or physically handicapped, or where the user's handicap prevents the dialing of a telephone in a conventional manner or permits only the dialing of "0." Requests for exemption must be accompanied by certification of the handicap. Acceptable certifications include those signed by a physician, issued by a state agency qualified to certify such handicaps or pre-existing certifications establishing visual or physical inability to use a directory such as those which qualify the handicapped person for an income tax exemption or social security benefits on the basis of blindness or physical disability or for use of the facilities of any agency for the blind.

**B. Allowances**

There are no call allowances for Directory Assistance Service.

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**SECTION 5 --MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**5.6 Directory Assistance Services (Cont'd)**

**5.6.1 Rates**

**A. Basic Directory Assistance**

Direct dialed, per call	<u>Residence</u> \$0.75
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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)****5.7 Busy Line Verification and Emergency Interrupt Service**

Upon request of a calling party, the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption and is performed once the line status has been determined through the Busy Line Verification process.

If the Customer has the operator interrupt a call, both the Busy Line Verification and the Emergency Interrupt charge will apply.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

	<u>Per Call</u>
Busy Line Verification, each occasion	\$2.00
Emergency Interruption	\$2.50

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**5.8 Directory Listing Service**

**5.8.1 General**

The following rates and regulations apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.

A listing is limited to one line in the directory, except where in the judgment of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.

Dual name listings are permitted as a regular directory listing for residential service.

Listing services are available with all classes of main telephone exchange service.

**5.8.2 Listings**

**A. Primary Listing**

One listing, termed the primary listing, is included with each exchange access line and each joint user.

**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**5.8 Directory Listing Service (Cont'd)**

**5.8.2 Listings (Cont'd)**

**B. Additional Listings**

Additional listings may be the listings of individual names of the Customer and members of the Customer's household, tenants of residential Customers who lease the Customer's premises for less than one year and do not occupy the premises at the same time as the Customer, members of a firm, officers of a corporation, employees of the Customer or other persons associated in business with the Customer, a business which the Customer owns and cross reference and alternate number listings.

Ordinarily, all additional listings are of the same address and telephone number as the primary listings, except as provided for joint user and alternate number listings.

Special Types of Additional Listings include:

Duplicate Listings – A listing of another name by which the customer is known, such as a nickname, abbreviated name, a name commonly spelled in more than one way, and a name consisting of several words which the public commonly rearranges. The listing may be complete or in a cross-reference form.

Alternate Telephone Numbers – A listing which refers calling parties to another telephone number at certain hours or on certain days or in case no answer is received on the call to the primary number.

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**5.8 Directory Listing Service (Cont'd)**

**5.8.2 Listings (Cont'd)**

**C. Nonpublished Service**

The telephone numbers of nonpublished service are not listed in either the Company's alphabetical directory or Directory Assistance records available to the general public.

Incoming calls to nonpublished service will be completed by the Company only when the calling party places the call by number, and no exception will be made, nor will the Customer be called to determine whether he/she wishes to receive the call, even though it appears that the calling party desires the connection because of an emergency.

The Company is not responsible for any claims made or liability arising from failure to receive calls because of this arrangement.

The Subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

**D. Nonlisted Service**

Nonlisted service means the Customer's telephone number is not listed in the directory, but it does appear in the Company's Directory Assistance Records.

The Company is not responsible for any claims made or liability arising from failure to receive calls because of this arrangement.

The Subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a nonlisted service.

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**SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**5.8 Directory Listing Service (Cont'd)**

**5.8.3 Rates and Charges**

	<u>Per Month</u>
Primary Listings	\$0.00
Additional Listings	
Residence	\$0.75
Nonpublished Service	
Residence	\$1.50
Nonlisted Service	
Residence	\$1.00
Alternate Listings	
Residence	\$0.75

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**StarVox Communications, Inc.**

TENNESSEE TELECOMMUNICATIONS TARIFF

This tariff contains the rates, terms and conditions applicable to Resold Interexchange Telecommunications Services provided by **StarVox Communications, Inc.**, with principal offices at 2728 Orchard Parkway, San Jose, CA 95134

This tariff applies for services furnished within the State of Tennessee. This tariff is on file with the Tennessee Regulatory Authority, and copies may be inspected during normal business hours at the Company's principal place of business.

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**CHECK SHEET**

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<b>PAGE NO.</b>	<b>REVISION</b>	<b>PAGE NO.</b>	<b>REVISION</b>
1	Original*	37	Original*
2	Original*	38	Original*
3	Original*	39	Original*
4	Original*	40	Original*
5	Original*		
6	Original*		
7	Original*		
8	Original*		
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33	Original*		
34	Original*		
35	Original*		
36	Original*		

\* - Indicates those pages included with this filing

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### SYMBOLS

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

- (C) - Change in Rule or Regulation.
- (D) - Delete or discontinue.
- (I) - Change resulting in an increase to a customer's bill.
- (M) - Moved from or to another tariff location.
- (N) - New.
- (R) - Change resulting in a reduction to a customer's bill.
- (T) - Change in text or regulation.

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## SECTION 1 - DEFINITIONS

**Access Line** - An arrangement which connects the Subscriber's or Customer's location to the Carrier's designated point of presence or network switching center.

**Authorized User** - A person, firm or corporation, or any other entity authorized by the Customer or Subscriber to communicate utilizing the Company's services.

**Carrier or Company** - StarVox Communications, Inc., unless otherwise indicated by the context.

**Customer** - The person, firm or corporation, or other entity which orders, cancels, amends, or uses service and is responsible for the payment of charges and/or compliance with tariff regulations.

**Customer Premises Equipment** - Terminal equipment, as defined herein, which is located on the Customer's premises.

**Dedicated Access** - See Special Access Origination/Termination.

**Special Access Origination/Termination** - Where originating or terminating access between the Customer and the interexchange carrier is provided on dedicated circuits. The Access Provider provides these dedicated circuits from the Customer's location to the Company's point of presence. The rates and charges for dedicated circuits are determined by the Access Provider and the Customer is responsible for payment of these charges to the Access Provider.

**Subscriber** - The person, firm, corporation, or other legal entity, which arranges for services of the Company on behalf of itself or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this tariff. A Subscriber may also be a Customer when the Subscriber uses services of the Company.

**Switched Access Origination/Termination** - Where originating or terminating access between the Customer and the interexchange carrier is provided on Feature Group D circuits.

**Terminal Equipment** - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

**TRA** - Refers to the Tennessee Regulatory Authority.

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## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of the Company

StarVox Communications, Inc. offers intrastate service originating at specified points within the state of Tennessee under terms of this tariff. The Company's services and resold facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the Subscriber's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Subscriber, to allow connection of a Subscriber's location to the Company's network. The Subscriber shall be responsible for all charges due for such service arrangement.

### 2.2 Limitations

- 2.2.1 Service is offered subject to the availability of the necessary resold facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Subscriber or Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4 All services and resold facilities provided under this tariff are directly or indirectly controlled by the Company and the Subscriber may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

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## SECTION 2 - RULES AND REGULATIONS

### 2.3 Use

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

### 2.4 Liabilities of the Company

**2.4.1** The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, shall be determined in accordance with TRA regulations and any other applicable law.

**2.4.2** The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

**2.4.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer or Subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

**2.4.4** The Company shall not be liable for any defacement of or damages to the premises of a Subscriber resulting from the furnishing of service, which is not the direct result of the Company's negligence.

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## SECTION 2 - RULES AND REGULATIONS

### 2.5 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

### 2.6 Terminal Equipment

The Company's facilities and service may be used with or terminated in Subscriber-provided terminal equipment or Subscriber-provided communications systems, such as a PBX or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Subscriber, except as otherwise provided. The Subscriber is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

### 2.7 Installation and Termination

Service is installed upon mutual agreement between the Subscriber and the Company. The agreement will determine terms and conditions of installation, termination of service, any applicable sales commission structure, and sales commission payment schedule. The service agreement does not alter rates specified in this tariff.

When Customers are members of the transient public, they do not contract directly with the Company for provision of service. Subscribers contract for service on behalf of themselves and/or their transient patrons. Service provided to Customers (patrons of the contracting party) is governed by the terms of this tariff schedule and the lawful terms of the billing agency. No contractual agreements are required of the Customer.

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## SECTION 2 - RULES AND REGULATIONS

### 2.8 Cancellation by the Company

Without incurring liability, the Company may immediately discontinue services to a Subscriber or End User or may withhold the provision of ordered or contracted services:

- 2.8.1 For nonpayment of any sum due for more than thirty days after issuance of the bill for the amount due,
- 2.8.2 For violation of any of the provisions of this tariff,
- 2.8.3 For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company's services, or
- 2.8.4 By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

### 2.9 Interruption of Service by the Company

Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of subscriber and the Company's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

The Company may discontinue Service without notice to the subscriber, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the customer affected, assign a new authorization code to replace the one that has been deactivated.

### 2.10 Termination of Service by Subscriber

Unless otherwise specified by contractual commitment, any Subscriber may terminate service with the Company upon thirty days written notice.

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## SECTION 2 - RULES AND REGULATIONS

### 2.11 Payment for Service

All charges due by the Customer are payable to any agency duly authorized to receive such payments. The billing agency may be a local exchange telephone company, credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the TRA. Any objections to billed charges must be reported within 180 days to the Company's billing agent. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Customer inquiries regarding service or billing may be made in writing or by calling the toll free number listed below:

StarVox Communications, Inc.  
2728 Orchard Parkway  
San Jose, CA 95134  
(866) 978-2786

Customers who are dissatisfied with the response to their complaint may contact the Tennessee Regulatory Authority for resolution of the issues at the following address:

Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243-0505  
(615) 741-2904  
(800) 342-8359  
Fax (615) 741-5015  
TTY: (888) 276-0677

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## SECTION 2 - RULES AND REGULATIONS

### 2.12 Other Rules

#### 2.12.1 Regulatory Changes

The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers as required to meet changing regulatory rules and standards of the Tennessee Regulatory Authority and the Federal Communications Commission.

#### 2.12.2 Refunds or Credits for Service Outages or Deficiencies

Credit allowances for interruptions of service caused by service outages or deficiencies are limited to the initial minimum period call charges for re-establishing the interrupted call.

### 2.13 800/888/877/866 Numbers

**2.13.1** The Company will make every effort to reserve "800" vanity numbers on behalf of customers, but makes no guarantee or warrantee that the requested "800" number(s) will be available or assigned to the customer requesting the number.

**2.13.2** If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in 800/888/877/866 service to another carrier (e.g., "porting" of the 800/888/877/866 number), including a request for a Responsible Organization (Resp Org) change, until such time as all charges are paid in full.

**2.13.3** 800/888/877/866 numbers shared by more than one Customer, whereby individual customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. The Company will only honor Customer requests for change in Resp Org or 800/888/877/866 service provider for 800/888/877/866 numbers dedicated to the sole use of that single Customer.

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### SECTION 3 - DESCRIPTION OF SERVICE AND RATES

#### 3.1 Quality and Grade of Service Offered

Minimum Call Completion Rate - Customers can expect a call completion rate of not less than 98% during peak use periods. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

#### 3.2 StarVox Basic Plan

##### 3.2.1 Basic Interstate

StarVox Basic Interstate Plan is a telecommunications service that provides Outbound 1+ interstate service from any state in the United States to any other state in the United States. All usage is billed in 60 second increments. A monthly service fee applies.

Per Minute Rate: \$0.05

Monthly Service Fee: \$2.99

##### 3.2.2 Basic Interstate Travel Card

StarVox Basic Interstate Travel Card is a travel card service that provides Outbound 1+ interstate service from any state in the United States to any other state in the United States. All usage is billed in 60 second increments.

Per Minute Rate: \$0.06

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**SECTION 4 - MISCELLANEOUS**

**4.1 General**

Each Customer is charged individually for each call placed through the Company. Charges may vary by service offering, class of call, time of day, day of week, class of call and/or call duration.

**4.2 Late Payment Charge**

The company will charge a one-time 1.5% late payment fee on all invoices not paid by the due date identified on the Company bill.

**4.3 Return Check Charge**

The Company will assess a return check charge of up to \$20.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company by a bank for insufficient funds.

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**SECTION 4 - MISCELLANEOUS****4.4 Public Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

**4.4.1 Public Telephone Surcharge**

Rate per Call	\$0.75
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## **SECTION 5 - PROMOTIONS**

### **5.1 Promotions - General**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. All promotions will be filed with and approved by the Commission prior to offering them to Customers.

### **5.2 Demonstration of Calls**

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

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## SECTION 6 - CONTRACT SERVICES

### 6.1 General

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.

Each contract will be filed with the Tennessee Regulatory Authority.

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