



GSAssociates

Business Partners and Certified Public Accountants

Via Overnight Delivery

October 25, 2011

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

11-00181

Dear Secretary:

Enclosed for filing with the Tennessee Regulatory Authority ("Commission") are an original and thirteen (13) copies of Telmate, LLC's ("Telmate") Application for Certificate to Resell Telecommunication Services within the State of Tennessee. Additionally enclosed is Telmate's Application for Authority to Provide Customer Owned Coin (or Coinless) Operated Telephone Service in Tennessee. With these Applications, Telmate seeks authority to operate as a non-facilities based telecommunications service provider throughout the state of Alabama utilizing interconnected voice over IP circuits. Two checks are enclosed; a check in the amount of \$25 applicable to the filing fee for COCOT authority and a check for \$50 applicable to the filing fee for reseller certification. Applicant understands that it may not seek protection of its financial statements attached to the Application though it respectfully requests that the Commission protect the confidentiality of the financial statements to the greatest extent possible.

Please acknowledge receipt of this filing by stamping and returning the additional copy of this transmittal letter in the self-addressed, postage prepaid envelope enclosed for this purpose.

Thank you for your attention to this matter. Questions may be directed to the undersigned.

Sincerely;

Jose L. Solana
Regulatory Consultant to Telmate, LLC.
678-304-6465
joe@gsaudits.com

Enclosures

RECEIVED

OCT 28 2011

TN REGULATORY AUTHORITY
UTILITIES DIVISION



PS-0373 Rev 1/09

**APPLICATION FOR CERTIFICATE
TO PROVIDE OPERATOR SERVICES AND/OR
RESELL
TELECOMMUNICATION SERVICES IN TENNESSEE
SECTION A**

Application is hereby made for a certificate of authority pursuant to TRA Rule 1220-4-2-.57 to provide telecommunications services in the State of Tennessee.

Part I : General Information

A. Name of Applicant

TELMATE, LLC

Full exact name of person, corporation, partnership, sole proprietorship, or other entity, for which application is made.

Legal name of applicant, if different from above.

234 Front Street, 2nd. Floor San Francisco California 94111

Address

City

State

Zip

Tenn. Secretary of State Certificate of Authority ID

630254

Federal Taxpayer ID Number

27-0317304

Any trade name(s), assumed name(s) or fictitious name(s) used by applicant:

Not Applicable

If applicant has affiliate(s) engaged in providing telecommunications services, provide the above requested information for each affiliate(s), as well as for the applicant.

Address

City

State

Zip Code

Phone No. () -

(Use additional pages if necessary)

*****IMPORTANT INFORMATION*****

If applicant has affiliate(s) or parent company, or constituency corporations, engaged in providing telecommunications services, or operating under any trade name, assumed name or fictitious name used by the above, provide the above requested information on all parts of this application as well as for the applicant. Provide this information on a separate attachment, if necessary.

THIS SECTION FOR TRA USE ONLY

Docket Number. _____

Company ID Number _____

Date Approved _____

Evaluator _____

- B. Describe other businesses or business transactions, if any, at the same location as the principal business address:

None

- C. Provide the name, business address and a chronological summary of the employment history and business experience over the preceding eight years of:

- (a) The proprietor, if the applicant is an individual;
- (b) Every member, if the applicant is a partnership;
- (c) Each Executive Officer, Director and each Key Stockholder if the applicant is a joint stock association or a corporation. (Note: If the applicant is a publicly traded corporation or a subsidiary of such a corporation it does not need to provide this information.)
- (d) Any person in a position to exercise control over or direction of, the business of the applicant, regardless of the form of organization of the applicant.

Information to be included:

NAME TITLE

BUSINESS ADDRESS

PHONE NO.

EMPLOYMENT HISTORY (with details of duties/responsibilities for each position held)

Provide the above requested information on separate attachments.

PLEASE SEE ATTACHMENT A

- D. Has the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, LLC members, directors, officers, five percent (5%) more shareholders or beneficiaries (of a trust) been associated with a business whose authority to transact business was denied, revoked or suspended by a state or federal regulatory or law enforcement entity?

☐ Yes ☒ No If yes, please explain fully.

- E. Has the Tennessee Regulatory Authority, or any other agency of the State of Tennessee, any federal agency or any agency of any other state ever initiated a regulatory action or order against the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, LLC members, directors, officers, five percent (5%) more shareholders or beneficiaries (of a trust)?

☐ Yes ☒ No If yes, please explain fully.

- (1) Has the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, LLC members, directors, officers, five percent (5%) more shareholders or beneficiaries (of a trust), been enjoined or restrained by order by any court or state or federal regulatory or law enforcement entity from engaging in any conduct or practice related to the telecommunications business?

☐ Yes ☒ No If yes, please explain fully.

- F. Has the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, LLC members, directors, officers, five percent (5%) more shareholders or beneficiaries (of a trust) been associated with a business who has ceased providing telecommunications services in any state?

☐ Yes ☒ NO If yes, please explain fully and describe the circumstances. (Use additional pages if necessary)

- G. Has the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, L.L.C. members, directors, officers, five percent (5%) or more shareholders or beneficiaries (of a trust) been convicted of any crime or crimes, or charged in court with any fraudulent or dishonest acts in any transaction of any kind, or confined in any penal institution? If so, list such persons, give details, state results and final outcome. **(Use additional pages if necessary)** NO

(1) Has the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, L.L.C. members, directors, officers, five percent (5%) or more shareholders or beneficiaries (of a trust) been indicted, convicted, pled guilty or pled nolo contendere to a felony in Tennessee or elsewhere?

☐ YES ☒ NO If yes, please explain fully.

- H. Name and telephone number of contact person authorized to respond to Authority inquiries regarding company operations Monday through Friday.

Richard Torgersrud	(415) 300 4010	(415) 300 0343
Name	Phone No.	Fax No.
(800) (855) 835-6283	e-mail Address	richard@telmate.com

(1) Name and telephone number of contact person authorized to respond to Authority inquiries regarding this filing Monday through Friday.

Joe Solana	(866) 766-3591 Ext 102	(866) 611-5443
Name	Phone No.	Fax No.
(800) 	e-mail Address	joe@gsaudits.com

- I. List a toll-free telephone number and mailing address that consumers can call or write to report service problems and/or request refunds or adjustments.

866-516-0115	855-835-6283
PHONE NUMBER	ALTERNATE PHONE NUMBER
234 Front Street, Floor 2	San Francisco California 94111
ADDRESS	CITY ST ZIPCODE

- (J) Provide the name and address of the registered agent for service of process:

Corporate Creations Network, Inc.

205 Powell Place, Brentwood, TN 37027

- (K) Identify all authorized agents in the state, if any by name, address, business and home phone numbers and any other businesses conducted by the agent at the same location: (use additional sheets if necessary) None

Part II:

- A. Check the type of telecommunication services you plan to provide in Tennessee.

☐ Resell Interexchange long distance services

☐ Operator Services

☐ Resell local services

☒ Other: Inmate Services Under Contract with State & Municipal Depts of Corrections
Via Interconnected VOIP Circuits.

- B. If providing operator services, list company name, address and contact person for all reseller carriers you serve in Tennessee. **Provide the above information on Appendix I.**

Not Applicable

- C. List the state(s) where the applicant, its parent company, and all affiliates is authorized to operate in at this time. For each such state, describe applicant's current activities along with a history of operations there. (Use additional pages if necessary.)

Florida, Georgia and Montana. PLEASE SEE ATTACHMENT B FOR HISTORY AND ACTIVITIES

For the above states, list the number and types of complaint(s) filed against applicant, and the complaint(s)' current status. Provide this information on a separate attachment, if necessary.

None

If applicant has affiliate(s) or parent company, or constituency corporations, engaged in providing telecommunications services, or operating under any trade name, assumed name or fictitious name used by the above, provide the above requested information for all as well as for the applicant. Provide this information on a separate attachment, if necessary.

- D. List any states that the applicant or any affiliate, parent company, or constituency corporation operating under any trade name, assumed name, or fictitious name, has been denied authority to provide service. (Use additional pages if necessary)

None

- E. Areas in Tennessee to be served.

Statewide

- F. What type of customers will the applicant serve?

a. Business ☐

b. Residential ☐

c. Aggregators ☐

(e.g. Hotels, Payphones)

d. Other (specify)

Inmate Locations

- G. Does the applicant allow a property imposed fee (PIF) to be added to the price of intrastate telephone calls over its network? If yes, specify amount.

NO

- H. Are your prices for intrastate services plus any PIF equal to or less than the dominant carriers' price for similar services? Yes X No o

- I. Describe the type of services and price that the applicant will be offering in Tennessee on the Informational Tariff Form found in Appendix II¹.

- J. What is the applicant's 10XXX or 800 access code, if applicable?

Not Applicable

- K. Does the applicant now have or plan to have any telecommunication's facilities (e.g. switches, fiber lines) in Tennessee?

NO

¹Applicant is required to fill out an Informational Tariff form. Failure to fill out this form will cause the applicant's request to be rejected.

L. Whose facility-based network(s) will the applicant be reselling?

Novatel, Airespring, TelCentris and Covista

M. Will the applicant be utilizing the local telephone company's billing system or billing customers directly¹? LEC

N. Describe briefly how the applicant plans to market their services in Tennessee?

All services will be offered only at correctional facilities so no marketing will be performed.

O. If independent telemarketers are to be used, list the name, contact person, address phone number and federal taxpayer ID for each company.

Not Applicable

COMPANY NAME	CONTACT	ADDRESS	CITY	ST	ZIP	PHONE
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COMPANY NAME	CONTACT	ADDRESS	CITY	ST	ZIP	PHONE
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COMPANY NAME	CONTACT	ADDRESS	CITY	ST	ZIP	PHONE
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P. Describe the methods and procedures by which the applicant will use to switch a consumer's preferred interexchange service, and to prevent unauthorized switching of a consumer's interexchange service. Use additional pages if necessary. If you have written procedures or company guidelines, attach copies.

Calls are placed via access code or toll free access.

Q. Applicant has the ability and agrees to honor the form of call blocking that the consumer has subscribed to with their local telephone company. Yes ☒ No ☐

R. Applicant gives permission to the local telephone company to provide the Authority a periodic sample of the reseller's intrastate toll calls. The purpose of this analysis is to audit the reseller's rates to assure they are at or below the dominant carrier's tariffed rates. Yes ☒ No ☐

S. Is the Applicant aware of the requirement to insure that any telephone call made between two points in the same county in Tennessee shall be classified as toll-free and not billed to any customer pursuant to Tennessee Code Annotated § 65-21-114? Yes ☒ No ☐

T. Is the Applicant aware of the TAR Code data base maintained by BellSouth, its use to insure compliance with T.C.A. § 65-21-114 and the procedures used to enter telephone numbers in that data base? Yes ☒ No ☐

U. How does the Applicant intend to comply with T.C.A. § 65-21-114? In your response, please explain technically, what procedures the Applicant will use to insure it will not bill for any county wide calls in Tennessee. Use additional pages if necessary.

Calls are not distance sensitive.

¹A copy of a bill is required if the applicant is going to bill the customer directly.

Part III: Organization Structure

A. Applicant's organizational structure

☐ Corporation

☐ Publicly Traded Corporation

☐ Subsidiary of a Publicly Traded Corporation

☒ Limited Liability Corporation **Attach a copy of the articles of organization and operating agreement along with amendments.**

☐ Other Form of Corporation

List type _____ (Example S Corporation)

Attach a copy of the charter, bylaws and/or certificate of incorporation.

_____ Association

Attach a copy of the charter, bylaws and/or certificate of incorporation and Letter of Authorization from Tennessee Secretary of State

_____ Joint Stock Association

Attach a copy of the charter, bylaws and/or certificate of incorporation. and Letter of Authorization from Tennessee Secretary of State.

_____ Trust

Attach a copy of the trust agreement and Letter of Authorization from Tennessee Secretary of State.

_____ Individual

Attach a copy of the Letter of Authorization from Tennessee Secretary of State

SECTION (a)-(g) is to be completed if applicant is a Corporation Association or Trust

(a) The date and state of formation/incorporation: Delaware June 9, 2009

(1) Parent Company, if applicable N/A

(b) Attach a certificate of good standing from the state in which the applicant was incorporated/formed.

(1) Attach a copy of Certification of Authority issued by Tennessee Secretary of State showing corporation's authority to engage in business in Tennessee.

(d) Describe the corporate structure of the applicant, including the identity of any parent or subsidiary of the applicant. Disclose whether any parent or subsidiary is publicly traded on any stock exchange. N/A

(e) Provide the history of material litigation and criminal convictions of every current director, executive officer, or key shareholder of the applicant for the ten-year period prior to the date of this application. N/A

(f) If applicable, attach a copy of the instrument creating the trust and all amendments thereto: N/A

B. ☐ Proprietorship

☐ Partnership

☐ General Attach a copy of the partnership agreement along with any amendments.

☒ Limited Attach a copy of the certificate of limited partnership and the partnership agreement along with any amendments.

☐ Other (Explain on separate sheet)

All of the above will be required to submit a valid business license.

(a) Identify the place and date of the applicant's qualifications to provide telecommunications services in this state.

(b) List the full name, social security number and address of the owners, if a sole proprietorship, or all partners identifying the percentage of ownership:

ATTACH ADDITIONAL PAGES AS NECESSARY

PLEASE SEE ATTACHMENT C

C. Number of employees:

Employer Identification Number (E.I.N.)

Part IV: Financial Information

A. Address where business records are kept:

San Francisco	California	94111	415-300-4002
CITY	STATE	ZIP CODE	PHONE NUMBER

B. Attach a copy of the applicant's most recent unconsolidated and consolidated audited financial statements for the immediately preceding three-year period. Provide in detail the applicant's financial condition, including balance sheet and income statement, or a copy of IRS form 1120 or 1065 filed by your business for the previous year. Attach, if available, a copy of your company's 10K and/or stockholder reports.

(1) Fiscal year end: Month Day

(2) Date of most recent audited, unconsolidated financial statement of Applicant:

(3) If applicable, name and address of independent certified public accountant:

(4) Period covered by financial statement attached:

C. Does the applicant currently have an internal auditor and/or internal audit program?

If so, Name of internal auditor

D. If applicable, provide a history of applicant's material litigation and criminal convictions for the ten-year period prior to the date this application is made. Material litigation is defined as any litigation that, according to generally accepted accounting principles, is deemed significant to a person's financial health and would be required to be referenced in annual audited financial statements, reports to shareholders or similar documents. N/A

Part VI: Rule Compliance Agreement

- A. Attach a copy of a Small and Minority-Owned Telecommunications Business Participation Plan Pursuant to Tennessee Code Annotated § 65-5-112.
- B. Have you read and understand the Tennessee Regulatory Authority's (TRA) Rules and Regulations for Resellers, 1220-4-2 located at the TRA's website <http://www.tn.gov/tra> *electronic file room* in its entirety?
☐ ~~X~~ Yes ☐ No
- C. Do you understand the penalties for non-compliance, and all associated fees to provide such service? ☐ ~~X~~ Yes ☐ No

Mail the completed application and a check for \$50.00 to: Tennessee Regulatory Authority, 460 James Robertson Pkwy, Nashville, TN 37243. Should you have any questions, call (615) 741-2904 ext 220.

The Reseller or Operator Service Provider applicant, hereby, affirms the following:

Will comply with the TRA Reseller Rules and all other applicable Authority Rules and state laws, including T.C.A. Section 65-5-112 located at the TRA's website <http://www.tn.gov/tra> *electronic file room* under the External Site of Lexis Law Publishing.

Having been duly sworn, and under the penalties of perjury, I hereby certify that the representations in this RESELLER APPLICATION and all attachments and appendices are true and correct to the best of my knowledge and belief. I further understand that omissions or inaccuracies may result in denial of the APPLICATION and grounds for revocation of Certificate of Authority.

For Individual and Partners:

_____ Signature	_____ Signature
_____ PRINTED NAME	_____ PRINTED NAME

_____ Signature	_____ Signature
_____ PRINTED NAME	_____ PRINTED NAME

For Corporations
and Other Organizations

BY:

_____ TELMATE, LLC (NAME OF CORPORATION)
_____ SIGNATURE
_____ Marianne Zhen PRINTED NAME
_____ Controller Title

ATTEST:

_____ Title

On this the 30th day of August, 2011 before me, a Notary Public
* MARIANNE ZHEN *

known to me to be the person(s) named in, and who executed the foregoing application, being duly sworn according to law, deposes and says that the statements and representations set forth in the above application are true and correct to the best of his/her knowledge and belief.

Notary Public

seal



[Handwritten signature]
For Individual and Partners

Signature
Kevin O'Neil

PRINTED NAME

Signature

PRINTED NAME

Signature

PRINTED NAME

Signature

PRINTED NAME

For Corporations
and Other Organizations

TELMATE, LLC

(NAME OF CORPORATION)

BY:

SIGNATURE
Marianne Zhen

PRINTED NAME

Controller

Title

ATTEST:

Title

On this the 15th day of September 2011 before me, a Notary Public
Kevin O'Neil

known to me to be the person(s) named in, and who executed the foregoing application, being duly sworn according to law, deposes and says that the statements and representations set forth in the above application are true and correct to the best of his/her knowledge and belief.

[Handwritten signature]

Notary Public



seal

Appendix I

Reseller Name	Address	Contact Person	Phone Number
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Not Applicable			
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Appendix II
Informational Tariff Sheet

<u>Description of Service</u>		<u>Applicant proposed</u>	<u>Dominant Carriers³</u>
		<u>Price change to consumer</u>	<u>Price for similar service</u>
1.	Inmate Collect	\$0.20	\$1.05
2.	Inmate Prepaid	\$0.15	\$1.49
3.	Local Connection Fee	\$1.50	\$6.99

³Dominant Carrier (South Central Bell or AT&T, whichever is appropriate). A copy of these companies' rates are found on Appendix V.

Attachment A

List of Limited Liability Company Managing Members' Information



Richard Torgersrud
234 Front St, Suite 200
San Francisco, CA 94111

Work experience

2000 – Present

CEO and Co-Founder Telmate, LLC

Telmate is one of the fastest growing and most successful inmate phone providers in the United States and Canada. We currently provide service in 22 states and 2 Canadian Provinces.

Co-developer of Telmate's ITS. Responsible for the development, maintenance and support of Telmate Inmate Telephone Solution, which includes facility installations and service, customer service and software development.

1995 – 2000

COO, CTO & CFO Intera Communications / NSC Communications

Intera Communications during my tenure grew from a small 3,000 payphones company to the largest payphone provider in the U.S with accounts in 50 states, with over 600 employees. Accounts included Walmart, Kmart, HomeDepot, Chevron, and many more. We were the primary subcontractor providing all service to the California Department of Corrections for inmate phone under MCI contract.

Roles included overseeing operations of all service centers in the US, financial reporting to Board of Directors and investors, due diligence related to acquisitions, integration of all acquisitions, overseeing IT department including integration of 135 acquired companies information system into a single centralized system.

1990 – 1995:

Senior Auditor Pricewaterhousecoopers

Financial audit group servicing IT focused companies in Silicon Valley.

Education

University of California at Berkeley, Haas School of Business - BS Business Administration. Emphasis: accounting, finance, marketing and technology.

CPA – State of California. License # 77794

By:

Marianne Zhen
234 Front Street, Floor 2
San Francisco, CA 94111

Proposed Personnel	Kevin O'Neil
Proposed Position	President and Co-Founder Telmate, LLC
Availability	Available immediately upon proposal award commencement

PROPOSED ROLES AND RESPONSIBILITIES

- Network connections including VOIP
- Complete JMS/RMS Integration
- Phone Installation Schedule and complete testing
- ATA / Switch Installation and testing
- Kiosk Implementation and testing
- Complete training of all staff

RELEVANT CREDENTIALS

- Over 20 years of experience in the Public telephone industry
- 10 years of experience in inmate telephone systems
- Responsible for servicing some of the country's largest County inmate telephone systems
- Increased the number of inmate telephone accounts to over 100 in last 4 years
- Primary duties include designing voice and data communication systems and supervising their installation.
- Directed the sales efforts of a public telephone company that went from \$75,000 in revenues to \$20 million in revenues within 15 years
- Strong experience background that includes managing multiple communication companies directly out of College

EXPERIENCE SUMMARY

1999 – Present President and Co-Founder- TELMATE, LLC

An early pioneer of the Public Telephone Technology, Mr. Kevin O'Neil has played an instrumental role in the continuous growth, direction, and innovation of Pinnacle Public Services, LLC. Mr. O'Neil recognized a need for a specialized group of products and services that would provide locally based service, expert customer service, and digital call management solutions to the Correctional Industry. In 2006 with this experience, Mr. O'Neil founded Intelmate, LLC which developed a Web based Inmate Phone System. We are currently in 37 states. Mr. O'Neil has more than 17 years experience in the telecommunications industry with expertise in Sales, Marketing, Customer Service, Product Management, and Operations. Mr. O'Neil has also traveled and conducted business in most of North America.

1997 -1999 Vice President of Product development for NSC Communications

As an experienced telecom executive, Mr. O'Neil's role was to diversify and implement new products for over 30,000 customers. He devoted his knowledge of operator center management and technical support management daily to NSC. At NSC, Mr. O'Neil's responsibilities included overseeing our national ventures, customer profitability analyses, our wholesale division

(through resellers) and future directions of the company.

1994 -1997 Vice President of Sales for Paytel Northwest, Inc.

Mr. O'Neil played an instrumental role leading a sales team to continuous growth, direction, and innovation. Paytel Northwest, Inc. became the largest privately held Public Telephone Company in the Western Region. Accounts included; Safeway, QFC, Bartell Drug, Maverick Country Stores, Corporate Texaco, Jacksons Food Stores, Inc., the State of Washington, and the State of Idaho.

RELEVANT INDUSTRY KNOWLEDGE

- Board of Directors, Northwest Payphone Association

RELEVANT EDUCATION

- Ontario High School
- Boise State University, 1991 - 1994

RELEVANT SPECIALIZED KNOWLEDGE

- All aspects of inmate telephone industry and pay telephone industry
- Manages complete Bilingual Customer Service team consisting of 50 employees
- Expertise in dealing with difficult customer service issues and bringing about a positive resolution
- Innovating new product features and customer service techniques.

RELEVANT PROJECTS

- 2000 Public Telephones Installed
- 1000 Air/Water/Vac Vending Machines Installed
- 1000 Retail Prepaid Outlets
- 120 Correctional Facilities

Attachment B

Telmate, LLC States of Operations Activities and History of Operations

Telmate, LLC provides interexchange services via interconnected voip circuits statewide in Georgia, Montana and Florida. The Company has been certified to provide services in Georgia since September, 2010 and has been certified in Montana and Florida for less than 30 days. Telmate, LLC activity and operation in all states is identical and includes non-facilities-based switched access outbound interexchange telecommunications services for the direct transmission and reception of voice and data between locations throughout the State of Tennessee and the United States.

The company does not offer alternative operator services to the transient public. Rather, Telmate, LLC services are offered specifically to inmate facilities under contract with State and Municipal Departments of Corrections. Telmate, LLC services are available to subscribers twenty-four hours per day, seven days per week, on a prepaid and collect basis at reasonable rates, terms and conditions as outlined the Company's tariff, which has been submitted as part of this application.

By:

Marianne Zhen
234 Front Street, Floor 2
San Francisco, CA 94111

Attachment C

Telmate, LLC Place and Date of the Applicant's Qualifications to provide Telecommunications services in Tennessee Percent Ownership

Richard D Torgersrud – Chief Executive Officer (CEO) and Founder

234 Front Street, Floor 2, San Francisco, California 94111

50% Ownership

Mr. Richard Torgersrud has been the Chief Executive Officer for Telmate from 2000 to present. Mr. Torgersrud is responsible for the development, maintenance and support of Telmate inmate services, which includes facility installation, customer service and software development. Prior to founding Telmate, Mr. Torgersrud worked with NCS Communications, the largest privately held payphone company in the United States, where he served in several senior management capacities, including Chief Operating Officer of the company's 600 employees in the payphone division. Mr. Torgersrud began his career as a Senior Auditor for Price Waterhouse Cooper, specializing in emerging business services and auditing for telecommunications, software and hardware functions. He received a B.S. degree in Business Administration from the Haas School of Business at the University of California at Berkeley in 1991. He is a Certified Public Accountant in the State of California.

Kevin O-Neil – President and Founder

1108 SE 6th Street, Ontario, Oregon 97914

50% Ownership

An early pioneer of Public Telephone Technology, Mr. Kevin O-Neil has played an instrumental role in the continuous growth, direction and innovation of Telmate. Mr. O-Neil recognized a need for a specialized group of products and services that would provide locally based service, expert customer service and digital call management solutions to the Corrections Industry. Mr. O'Neil has more than 15 years experience in the telecommunications industry with expertise in Sales, Marketing, Customer Service, Product Management and Operations.

By:

Marianne Zhen
234 Front Street, Floor 2
San Francisco, CA 94111

INTEREXCHANGE TELECOMMUNICATIONS SERVICE TARIFF

TITLE PAGE

**TENNESSEE
RATES, TERMS, AND CONDITIONS FOR SERVICE
FOR
INTEREXCHANGE AND INTRASTATE
LONG DISTANCE SERVICES**

TELMATE, LLC

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of interexchange telecommunications services provided by TELMATE, LLC ("TELMATE") with principal offices located at 234 Front Street, 2nd Floor, San Francisco, CA 94111. 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.

Issued: October 25, 2011
By:

Darren Wallace
234 Front Street, 2nd Floor
San Francisco, CA 94111

Effective: October 25, 2011

INTEREXCHANGE TELECOMMUNICATIONS SERVICE TARIFF

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.

PAGE	REVISION	PAGE	REVISION
1	Original	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original	25	Original
6	Original	26	Original
7	Original	27	Original
8	Original	28	Original
9	Original	29	Original
10	Original	30	Original
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		

* - indicates those pages included with this filing

Issued: October 25, 2011

Effective: October 25, 2011

By:

Darren Wallace
234 Front Street, 2nd. Floor
San Francisco, CA 94111

INTEREXCHANGE TELECOMMUNICATIONS SERVICE TARIFF

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Issued: October 25, 2011

Effective:

October 25, 2011

By:

Darren Wallace
234 Front Street, 2nd. Floor
San Francisco, CA 94111

INTEREXCHANGE TELECOMMUNICATIONS SERVICE TARIFF

EXPLANATION OF SYMBOLS

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

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

Issued: October 25, 2011

Effective:

October 25, 2011

By:

Darren Wallace
234 Front Street, 2nd. Floor
San Francisco, CA 94111

INTEREXCHANGE TELECOMMUNICATIONS SERVICE TARIFF

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 OPUC. 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 sheet 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)
- D. Check Sheets** - When a tariff filing is made with the TRA, 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 TRA.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Automated Collect Calls - Calls billed to the called party and completed through an automated call processing system that prompts the call originator and the called party such that the call is completed without live operator assistance.

Bill Statement Fee (BSF) – A fee assessed to recover the costs associated with LEC billing.

Carrier Cost Recovery (CCRF) Fee – A fee assessed to customers to recover the cost of line item billing costs. This fee is assessed on the first and fifth call records.

Collect Billing - A billing arrangement whereby the originating caller may bill the charges for a call to the called party; provided the called party agrees to accept the charges.

Commission - the Tennessee Regulatory Authority.

Company or Carrier – The term used throughout this tariff to refer to Telmate, LLC, unless otherwise clearly indicated by the context.

Correctional Institutions - Used throughout this tariff to refer to prisons, jails, penal facilities or other institutions used for penalty purposes which contract with the Company for the provision of service for use by their inmate population.

CrossLATA – When a call is made from a Confinement Facility to a number whose physical location cannot be ascertained through traditional call data sourcing methods.

Customer - The person, firm, corporation or other entity which uses the Company's service and is responsible for payment of charges and compliance with the Company's tariff. The Customer on a collect call placed in a confinement institution is the called party or who creates a prepaid account and receives a call from an End User.

End User - End Users of the Company's service are inmates of correctional institutions or penal facilities who are authorized by the institution to use such services. Responsibility for payment of End Users' charges must be accepted by the called party or who creates a prepaid account with the Company.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Inmates - The jailed population of correctional institutions.

Institution - Used throughout this tariff to refer to correctional institutions or inmate facilities.

Regulatory Assessment Fee (RAF) - A fee assessed to customers to recover the cost of administration of regulatory fees and requirements. This fee is assessed on the first and fifth call records.

Telmate - Used throughout this tariff to refer to TELMATE, LLC

TRA - Tennessee Regulatory Authority

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purposed of rating calls.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE TARIFF

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

The Company's services and facilities are furnished for communications originating and terminating within the State of Tennessee under terms of this tariff.

The Company installs, operates, and maintains the communications services provided hereunder 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 network.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

2.2 Use of Service

Services is provided under this tariff to correctional institutions and may be used by authorized inmates of institutions for any lawful purpose for which the service is technically suited, subject to such limitations or restrictions established by the institution (Customer).

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.2 Limitations**

- 2.2.1** Service is offered subject to the availability of the necessary facilities and equipment, and is subject to the provisions of this Tariff.
- 2.2.2** Service is provided only to correctional institutions for use by authorized inmates of the institutions and is subject to any restrictions or limitations imposed by the correctional institution.
- 2.2.3** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer or End User is using service in violation of provisions of this Tariff or the law.
- 2.2.4** 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.
- 2.2.5** The Company reserves the right to discontinue service, limit service, or to impose requirements on Institutions as required to meet changing regulatory or statutory rules and standards.
- 2.2.6** The Company reserves the right to discontinue service, when any governmental or regulatory condition imposed upon Company materially and negatively impacts the financial viability of the service as determined by the Company in its best business judgment.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.4 Liability 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, in no event shall exceed an amount equivalent to the proportionate charge to the Customer or End User for the period during which the faults in transmission occur.
- 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 Subscriber and End User 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, tradename 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 Subscriber or End User; 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.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Taxes and Fees**

- 2.5.1** For Debit Card calls, state and local taxes are included in the stated rates in this Tariff. For all other calls, state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this Tariff.
- 2.5.2** To the extent that a municipality, other political subdivision or local agency of government, or Tennessee Regulatory Authority imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.5.3** 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. Such adjustments shall be listed in this Tariff.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Taxes and Fees (Cont'd.)****2.5.3 (Cont'd.)****A. 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's 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 other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any re-originated call (i.e., using the A#@ 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.

Rate per Call: \$0.60

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Terminal Equipment**

The Company's facilities and service is used with or terminated in Company-provided telephone equipment and communications systems capable of proprietary call management and termination process. 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 Tennessee Regulatory Authority.

2.7 Installation and Termination

Service is installed upon mutual agreement between the correctional institution and the Company. The service agreement does not alter rates specified in this tariff.

2.8 Assignment or Transfer

All facilities or services provided under this Tariff are directly or indirectly controlled by the Company and neither the Institution nor End User may 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.

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 service conditions.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.9 Billing and Payment for Service****2.9.1 Payment for Service**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an end user of the Customer by the Company. All charges due by the Customer are payable to the Company or to an agency duly authorized to receive such payments (such as a credit card issuer).

2.9.2 Disputed Charges

Charges billed directly by the Company are due upon receipt. Amounts not paid within 30 days of the invoice will be considered past due. For charges billed directly by the Company, notice from the Customer of a dispute as to charges must be received in writing by the Company within thirty (30) days after the date of the invoice.

For charges billed through the Customer's local exchange carrier, notice from the Customer of disputed charges must be received in writing by the Company within ninety (90) days after the date of the bill is issued.

The Company will promptly investigate and advise all billed parties as to its findings concerning disputed charges. Adjustments to Customer's bills shall be made, to the extent that circumstances exist which reasonably indicate that such changes are appropriate. Customers may contact the Tennessee Regulatory Authority in the event of an unresolved dispute.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Billing and Payment for Service (Cont'd.)**2.9.3 Validation of Credit**

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures and to establish a maximum predetermined credit amount. The initial maximum credit amount established is \$250 per billing period. Additional calling over the \$250 limit may be allowed if a Customer so requests, subject to review of the Customer's payment history with his/her local exchange company. Where a requested billing method cannot be validated or maximum credit amount established, the Company may refuse to provide service.

Services provided by the Company are available to inmates of confinement facilities in accordance with facility-authorized programs. The Company may request that the confinement facility adopt, as part of its program, terms that enable the Company to collect the charges for all inmate calls, including without limitation, the blocking of calls by the Company to certain telephone numbers when the amount charged to such a telephone number exceeds a predetermined amount or becomes past due.

2.9.4 Deposits

The Company does not normally require deposits. However the company reserves the right to collect a deposit not to exceed two (2) months estimated charges from customers whose credit history is unacceptable or unknown to the Company. Deposits, if collected, will be collected and maintained in accordance with Tennessee Regulatory Authority rules.

2.9.5 Advance Payments

The Company does not normally require advance payments for service. However, for Customers whom the Company determines an advance payment is necessary, (e.g., delinquent payment status), the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Billing and Payment for Service (Cont'd.)

2.9.6 Return Check Charge

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Tennessee law.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.10 Interconnection with Institution**

The Company's facilities and service is used in conjunction with Company-provided telephone sets, computers and routers. The Institution is responsible for all costs at its premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. Terminal equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Tennessee Regulatory Authority.

2.11 Installation and Termination

Service is installed upon mutual agreement between the Institution and the Company.

2.12 Interconnection with Other Carriers

Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Institution is responsible for all charges billed by other carriers for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Institution.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.13 Refusal or Discontinuance by of Service by Company**

2.13.1 The Company may refuse or discontinue service under the following conditions.

- A.** For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- B.** For use of telephone service for any other property or purpose than that described in the application.
- C.** For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- D.** For noncompliance with or violation of Tennessee Regulatory Authority regulation or the Company's rules and regulations on file with the Tennessee Regulatory Authority, provided five (5) day's written notice is given before termination.
- E.** For nonpayment of bills, provided that suspension or termination of service shall not be made without five (5) day's written notice, except in extreme cases.
- F.** Without notice in the event of Subscriber or End User use of equipment in a manner that adversely affects the Company's equipment or service to others.
- G.** Without notice in the event of tampering with the equipment or services owned by the Company or its agents.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.13 Refusal or Discontinuance by of Service by Company (Cont'd.)****2.13.1 (cont'd.)**

- H. Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Subscriber or End User to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- I. Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Carrier from furnishing such services.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.14 Intrastate Facilities**

Intrastate calls are carried over intrastate facilities by the Company's underlying carrier via its communication call processing platform which may or may not reside within Tennessee. The Company's call processing platform resides at various Data Centers throughout the United States.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.15 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities provided by the Carrier shall be made available to the Carrier for tests and adjustments as may be deemed necessary by the Carrier for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 - DESCRIPTION OF SERVICE**3.1 General**

The Company offers proprietary call processing network to its customers, including automated operator-assisted calling and prepaid accounts, for calling within the state of Tennessee. Service is designed for the placement of calls by inmates of prisons or confinement facilities. Calls are routed via automated premises equipment to valid NPA-NXX in the state of Tennessee by the switching facilities of the Company's underlying carrier(s). Rates for service may vary by distance, time of day and duration of the call.

Services provided exclusively for the use of inmates of correctional or confinement institutions may be limited or restricted at the request of the Institution administration. Restrictions include, but are not limited to: call duration limits, call-to number blocking, emergency call blocking, blocked access to a live operator and to alternate carriers, collect or person to person collect only, service availability hours, or other restrictions deemed necessary for the welfare of the institution and safety of the public.

3.2 Service Availability

Service is available to correctional institutions throughout Tennessee for use by authorized inmates of such institutions and by parties whom they call.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.3 Call Charges**

- 3.3.1** Long distance usage charges are based on the actual usage of the Company's network. The Company will determine that a call has been established through industry standard answer detection methods, including hardware answer detection. No fixed monthly fees or installation charges apply.
- 3.3.2** Chargeable time for a call ends upon disconnection by either party.
- 3.3.3** Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is one (1) minute. For billing purposes, call timing begins when the called party accepts responsibility for payment of charges. Call timing ends when the connection is terminated.
- 3.3.4** Unless otherwise specified in this Tariff, usage is measured and rounded to the higher full minute for billing purposes.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.4 Time of Day Rate Periods**

The appropriate rates apply for day, evening and night/weekend calls based on the following chart. A call which involves more than one rate period will be rated pro-rata in accordance with how the call crossed the applicable rate periods.

TIMES	MON	TUES	WED	THURS	FRI	SAT	SUN
8:00 AM to 5:00 PM*	Daytime Period						
5:00 PM to 11:00 PM*	Evening Period						
11:00 PM to 8:00 AM*	Night/Weekend Period						

* - to but not including

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.5 Description of Service**

All services are offered in conjunction with interstate service.

3.5.1 Institutional Collect-Only Calling Service

The Company or its Carrier provides Institutional Automated Collect-Only Operator Service to inmates of confinement facilities. Service may be limited by the administrators of the institutions as to availability, call duration or calling scope. Calls are billed to the Called Party. The Called Party must actively accept charges for the call. A per-call service charge applies to each call.

Institutional automated collect operator service allows inmates to make collect calls to terminating locations anywhere in the State of Tennessee. An automated system prompts the caller and the called party through user - friendly instructions. The called party must accept responsibility for payment of the charges by dialing the designated digit for acceptance. If a call is not accepted within five (5) seconds of the automated voice recording prompt, the automated recording is replayed a second time. If an acceptance digit is not received five (5) seconds after the second recording is completed, the call is terminated by the Company's system.

Use of the automated collect calling service is subject to the rules and regulations of the Tennessee Regulatory Authority, and the institution's administrative restrictions.

3.5.2 Classes of Calls

Automated Collect Station Calls - are calls which are placed by an Inmate who dials all of the digits required to route the call and who follows the Company system prompts, enabling the Called Party to accept the charges for the call. If the Called Party does not accept the call, the call is terminated and no billing applies.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.5 Description of Service Cont'd.****3.5.3 Prepaid Institutional Service**

Prepaid Institutional Service calls are originated by entering a Personal Identification Number (PIN) created by the End User. The Company's system informs the inmate of the account balance remaining on their specific account and prompts the inmate to place a call by entering a destination telephone number. Network usage for calls placed is deducted from the available balance in the End User's account upon completion of the call.

Prepaid Institutional Service allows the End User to make calls up to the total amount purchased divided by the per-minute rate. No minimum service period applies.

Prepaid Institutional Service rates are not distance or time of day sensitive. Holiday discounts do not apply. Network usage for Prepaid Institutional Account Calls is deducted from the Available balance in the inmate's Prepaid account in full minute increments. For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis.

Account balances as well as rates and charges are available from the system upon access to place a call.

Telmate's Prepaid service is available 24 hours a day, 7 days per week. Accounts will be made available to inmates at the discretion of the Institution.

Certain termination exclusions may apply based upon the direction of a facility including but not limited to calls to 700, 800, 900 numbers, directory assistance, live operator assistance, 911 emergency calls and any specific black list provided by the institution.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 4 - RATES AND CHARGES**4.1 Computation of Charges****4.1.1 General**

Calls are billed individually for each call placed through the Carrier. Charges are computed on an airline mileage basis as described in Section 3.4 of this tariff.

Customers are billed based on their use of the Company's long distance service. No installation charges or fixed monthly recurring charges apply. Rates vary by mileage band, time of day, day of week and call duration.

4.1.2 CrossLATA Calls Placed to Wireless and Call Forwarding Numbers

Confinement Facilities by law can limit the persons who may be called by inmates in the facility. However, due to technological developments in the telecommunications industry there are instances whereby the Company cannot readily identify either the jurisdiction of the call or the identity of the called party. Instances such as calls to wireless or call forwarded numbers often cannot be properly identified with current technologies. This inability to identify the called party or the called party's actual physical location creates legal and security issues for the Confinement Facility and operational issues for the Company. When a call is made from a confinement Facility to a wireless or call forwarded number whose physical location cannot be ascertained through traditional call data sourcing methods, the Confinement Facility Administrator may require the Company to block calls to such number for security reasons.

To discourage inmates from attempting to circumvent the rules and regulations of the Confinement Facility, the Company has implemented a policy aimed at removing the economic incentive of utilizing these specific call disguise technologies by instituting CrossLATA call rate plans.

This special treatment will, in the Company's sole discretion, be made applicable to such calls based upon (a) the imposition of additional costs upon the Company associated with attempts to identify the actual terminating number, identify the Called Party and maintain required call controls, when wireless and call-forwarding technologies are used to attempt to circumvent traditional call identification, monitoring, and control procedures utilized by Confinement Facilities and law enforcement. (The Company may be required by a Confinement Facility and/or law enforcement to take these additional steps to assist them in fulfilling their authorized responsibilities to ensure public safety and prevent crime.); (b) the inability to meaningfully apply traditional rating distinctions, as between local and toll calling, in a wireless or call-forwarding environment; and (c) the imposition of additional costs upon the Company associated with attempting to properly track and bill for such categories of calls.

When a call is made from a Confinement Facility to a number whose physical location cannot be ascertained through traditional call data sourcing methods, the Company shall classify the jurisdiction of the call as being CrossLATA and the rates associated therewith shall be applied to the call.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.1.2 CrossLATA Calls Placed to Wireless and Call Forwarding Numbers (cont'd.)**

When a call is made from a Confinement Facility to a number whose physical location cannot be ascertained through traditional call data sourcing methods, the Company shall classify the jurisdiction of the call as being CrossLATA and the rates associated herewith shall be applied to the call.

4.1.2.1 Rate Structure for Calls Placed to Wireless and Call Forwarding Numbers

Based upon technological and operational developments in the telecommunications marketplace affecting the provision of Inmate Telephone Services, the Company may apply a specialized rate structure and charges, as set forth in Subsection 4.3 of this Section, upon Inmate calls placed to wireless phone numbers and call-forwarding phone numbers from a given Facility where the actual termination number cannot be readily ascertained.

4.1.3 Uniform Rates Institutional Calls

Based upon technological and operational developments in the telecommunications marketplace affecting the provision of Inmate Telephone Services, the Company may apply a specialized rate structure and charges, as set forth in Subsection 4.5 of this Section, upon all Inmate calls (local, intrastate intraLATA, intrastate interLATA, and interstate interLATA) originating from a given Confinement Facility served by the Company. This specialized rating treatment will be made applicable to all Inmate calls, regardless of destination or terminating number, originating from a given Confinement Facility served by the Company, based upon the requirements of the Company or request of the Confinement Facility and/or law enforcement.

4.2 Institutional Collect-Only Service Rates

The following rates apply to outbound collect-only operator assisted calls using the Company's network. The minimum call duration for billing purposes is one (1) minute. Additional usage is measured and rounded to the next higher full minute increment for billing purposes. Collect calls are limited to ten (10) per month.

4.2.1 IntraLATA Institutional Calls

A.	Rate Per Minute	\$0.20
B.	Operator Assisted Service Charge	\$2.50

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.2 Institutional Collect-Only Service Rates (cont'd)****4.2.2 InterLATA Institutional Calls**

A.	Rate Per Minute	\$0.20
B.	Operator Assisted Service Charge	\$2.50

4.2.3 Miscellaneous Charges

A.	Carrier Cost Recovery Fee Assessed on the first and fifth call records.	\$2.50
B.	Bill Statement Fee (BSF) Assessed once per billing period.	\$2.49
C.	Regulatory Assessment Fee Assessed on the first and fifth call records.	\$0.99

4.3 Prepaid Institutional Service**4.3.1 Prepaid Institutional Calls**

		Per Message	Per Minute
A.	Prepaid Intrastate Calls	\$5.00	\$0.59
B.	Prepaid Interstate Calls	\$4.00	\$0.52
C.	Prepaid Local Calls	\$3.00	\$0.06

4.4 Cross LATA Institutional Calls***4.4.1 Cross LATA Institutional Calls**

A.	Rate Per Minute	\$0.20
B.	Operator Assisted Service Charge	\$2.50

Issued: October 25, 2011
By:Darren Wallace
234 Front Street, 2nd Floor
San Francisco, CA 94111

Effective: October 25, 2011

INTEREXCHANGE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 4 - RATES AND CHARGES, (CONT'D.)

*The Company may, at its sole discretion, and with due notice and/or rate quote availability provided to the customer/Called Party/Billed, Party, in lieu of any other per call rates set forth in Subsections 4.2, 4.3, 4.5 and 4.6 of this Section, impose this specialized uniform rate structure for all calling from a given Confinement Facility, based upon the prevailing conditions at and/or directions provided by such Facility. A monthly Carrier Cost Recovery Fee may be applied where applicable.

4.5 Uniform Rates Institutional Calls**4.5.1 Uniform Rates Institutional Calls**

- A. Rate Per Call Service Charge \$0.00
- B. Measured Charges
 - Initial Minute (or fraction thereof) \$0.50
 - Each Additional Minute (or fraction thereof) \$0.50
- C. Calls are billed at three (3) minute intervals.
- D. Calls are limited to a maximum duration of fifteen (15) minutes.

4.6 Local Institutional Collect Calls

The following charges apply per local collect call. These charges apply during all rate periods.

4.6.1 Local Collect Calls**A. Local Usage Charge**

A usage charge of \$0.50 applies to each local call placed by the End User using the services of the Company.

B. Local Per-Call Service Charges

One of the following per-call charges applies to each local collect-only operator assisted call:

	Per Call
Local Operator Station to Station Surcharge:	\$1.50

Issued: October 25, 2011

By:

Darren Wallace
234 Front Street, 2nd. Floor
San Francisco, CA 94111

Effective:

October 25, 2011



May 05, 2011

CATHY MARTINEZ.
WORTHAM INS & RISK MGMT (0JG173)
P O BOX 795008
SAN ANTONIO, TX 78279

This is an Agency Billed Policy.

This is the Renewal for: **TELMATE, LLC**
 188 KING STREET, SUITE 602
 SAN FRANCISCO, CA 94107

Bond Number: **105307544**
Type of Bond: **Telecommunications Service Provider Bond**
Obligee Name: **Tennessee Regulatory Authority**
Obligee Address: **460 James Robertson Parkway**
Obligee City, State & Zip: **NASHVILLE, TN 37243-0505 USA**
Transaction Effective Date: **May 14, 2011**
Premium Effective Date: **May 14, 2011**
Premium Expiry Date: **May 14, 2012**
Bond Limit: **\$20,000.00**
Bond Premium: **\$400.00**
Commission - Percentage:
Special Commission: **\$0.00**
Countersignature Branch:
Countersignature Commission: **\$0.00**
State Tax: **\$0.00**
State Surcharge: **\$0.00**
TOTAL PREMIUM: \$400.00

Comments:

Thank you for placing your business with us.

TENNESSEE REGULATORY AUTHORITY

TENNESSEE TELECOMMUNICATIONS SERVICE PROVIDER'S SURETY BOND

Bond #: 105307544

WHEREAS, Telmate, LLC (the "Principal"), has applied to the Tennessee Regulatory Authority for authority to provide telecommunications services in the State of Tennessee; and

WHEREAS, under the provisions of Title 65, Chapter 4, Section 125(j) of the Tennessee Code Annotated, as amended, the Principal is required to file this bond in order to obtain such authority and to secure the payment of any monetary sanction imposed in any enforcement proceeding brought under Title 65 of the Tennessee Code Annotated or the Consumer Telemarketing Act of 1990 by or on behalf of the Tennessee Regulatory Authority (the "TRA"); and

WHEREAS, Travelers Casualty and Surety Company of America (the "Surety"), a corporation licensed to do business in the State of Tennessee and duly authorized by the Tennessee Commissioner of Insurance to engage in the surety business in this state pursuant to Title 56, Chapter 2 of the Tennessee Code Annotated, has agreed to issue this bond in order to permit the Principal to comply with the provisions of Title 65, Chapter 4, Section 125(j) of the Tennessee Code Annotated;

NOW THEREFORE, BE IT KNOWN, that we the Principal and the Surety are held and firmly bound to the STATE OF TENNESSEE, in accordance with the provisions of Tennessee Code Annotated, Title 65, Chapter 4, Section 125(j), in the full amount of twenty thousand dollars (\$20,000.00) lawful money of the United States of America to be used for the full and prompt payment of any monetary sanction imposed against the Principal, its representatives, successors or assigns, in any enforcement proceeding brought under Title 65 of Tennessee Code Annotated or the Consumer Telemarketing Act of 1990, by or on behalf of the TRA, for which obligation we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

This bond shall become effective on the 14th day of May, 2010 and shall be continuous; provided, however, that each annual renewal period or portion thereof shall constitute a new bond term. Regardless of the number of years this bond may remain in force, the liability of the Surety shall not be cumulative, and the aggregate liability of the Surety for any and all claims, suits or actions under this bond shall not exceed Twenty Thousand Dollars (\$20,000.00). The Surety may cancel this bond by giving thirty (30) days written notice of such cancellation to the TRA and Principal by certified mail, it being understood that the Surety shall not be relieved of liability that may have accrued under this bond prior to the date of cancellation.

PRINCIPAL

Telmate, LLC
Name of Company authorized by the TRA

Company ID # as assigned by TRA

SIGNATURE OF PRINCIPAL

Name:
Title:

SURETY

Travelers Casualty and Surety Company of America
Name of Surety

4650 Westway Park Blvd., Houston, Tx 77041
Address of Surety

SIGNATURE OF SURETY AGENT

Catherine M. Martinez
Name: Catherine M. Martinez
Title: Attorney-in-Fact

Address of Surety Agent:
131 Interpark Blvd.
San Antonio, Texas 78216

THIS BOND IS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 125, CHAPTER 4, TITLE 65 OF THE TENNESSEE CODE ANNOTATED AS AMENDED BY CHAPTER NO. 586, 2000 PUBLIC ACTS. SHOULD THERE BE ANY CONFLICT WITH THE TERMS HEREOF AND THE STATUTE OR REGULATIONS PROMULGATED THEREUNDER, THE STATUTE OR REGULATIONS SHALL PREVAIL. (POWER OF ATTORNEY FROM AN APPROVED INSURANCE COMPANY MUST BE ATTACHED.)

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF TENNESSEE

COUNTY OF _____

Before me, a Notary Public of the State and County aforesaid, personally appeared _____ with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on behalf of _____, and he acknowledged to me that he executed the same.

WITNESS my hand and seal this _____ day of _____, 20____.

My Commission Expires:

_____, 20____

Notary Public

ACKNOWLEDGMENT OF SURETY

Texas

STATE OF ~~TENNESSEE~~

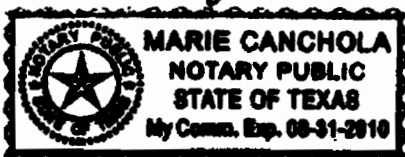
COUNTY OF _____ Bexar

Before me, a Notary Public of the State and County aforesaid, personally appeared Catherine M. Martinez with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on behalf of Travelers Casualty and Surety Company of America, the within named Surety, a corporation licensed to do business in the State of Tennessee and duly authorized by the Tennessee Commissioner of Insurance to engage in the surety business in this state pursuant to Title 56, Chapter 2 of the Tennessee Code Annotated, and that he as such an individual being authorized to do so, executed the foregoing bond, by signing the name of the corporation by himself and as such individual.

WITNESS my hand and seal this 14th day of May, 2010

My Commission Expires:

August 31, 2010



Marie Canchola
Notary Public

APPROVAL AND INDORSEMENT

This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the sureties on the same are good and worth the penalty thereof, and that the same has been filed with the Tennessee Regulatory Authority, State of Tennessee, this _____ day of _____, 20____.

Name:

Title:



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 219876

Certificate No. 002313734

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Mikel W. Fitzgerald, Charles T. Bigelow, Robert C. Crosby, Richard W. Riley, Michael N. Venson, Robert B. Wray, Deborah L. Jung, Catherine M. Martinez, and Joseph M. Westheimer Jr.

of the City of San Antonio, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of April, 2008

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By:

George W. Thompson
George W. Thompson, Senior Vice President

On this the 10th day of April, 2008, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of May, 20 10.


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

TELMATE, LLC

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

Pursuant to T.C.A. §65-5-212, as amended, Telmate, LLC submits this small and minority-owned Telecommunications business participation plan (the "Plan") along with its Application for a Certificate of Public Convenience and Necessity to resell intrastate services in Tennessee.

I. PURPOSE

The purpose of §65-5-212 is to provide opportunities for small and minority-owned businesses to provide goods and services to Telecommunications service providers. Telmate, LLC is committed to the goals of §65-5-212 and to taking steps to support the participation of small and minority-owned Telecommunications businesses in the Telecommunications industry. Telmate, LLC 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, Telmate, LLC will make efforts to identify and inform minority-owned and small businesses that are qualified and capable of providing goods and services to Telmate, LLC of such opportunities. Telmate, LLC 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, Telmate, LLC will seek to increase awareness of such opportunities so that companies not otherwise identified will have sufficient information to participate in the procurement process.

II. DEFINITIONS

As defined in §65-5-212.

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

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

III. ADMINISTRATION

Telmate, LLC Inc. 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 Telmate, LLC's full efforts to provide equal opportunities for small and minority-owned businesses. The administrator of the Plan will be:

Name:	Dinh Huynh
Address:	234 Front Street Floor #2
City/State:	San Francisco, CA 94111
Telephone:	(415) 300-4002
Facsimile:	(415) 300-0343
Email:	<u>finance@telmate.com</u>

The Administrator's responsibilities will include:

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

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

Chambers of Commerce
The Tennessee Department of Economic and Community Development
The United States Department of Commerce
 Small Business Administration
 Office of Minority Business
The National Minority Supplier Development Counsel
The National Association of Women Business Owners
The National Association of Minority Contractors
Historically Black Colleges, Universities, and Minority Institutions

The efforts to promote and ensure equal opportunities for small and minority-owned businesses are primarily spelled out in the Administrator's duties above. Additional efforts to provide opportunities to small and minority-owned businesses will include offering, where appropriate and feasible, small and minority-owned businesses

assistance with technical, insurance, bonding, licensing, production, and deadline requirements.

IV. RECORDS AND COMPLIANCE REPORTS

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

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

Telmate, LLC

By: 

Marianne Zhen
Controller

Dated: August 29, 2011