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October 19, 2012

VIA OVERNIGHT DELIVERY

Honorable Jones, Chairman
Attn: Sharla Dillon, Dockets
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-9021
(615) 741-3939

filed electronically in docket office on 10/19/12
Docket No. 12-00124

Re: Network Service Billing, Inc.


Dear Ms. Dillon:

Enclosed please find for filing an original and one (1) copy of Network Service Billing, Inc.'s Application for a Certificate to Provide and/or Resell Interexchange Telecommunications Services in Tennessee. I have also enclosed a check in the amount of \$50.00 payable to the "Tennessee Regulatory Authority" for the filing fee. This filing has also been sent via e-mail to sharla.dillon@state.tn.us on October 19, 2012. No copy of the filing fee check is included in the electronic copy.

I have also enclosed an extra copy of this letter to be date stamped and returned to me in the enclosed, self-addressed, postage prepaid envelope.

If you have any questions or if I may provide you with any additional information, please do not hesitate to contact me. Thank you.

Respectfully submitted,


Lance J.M. Steinhart
Lance J.M. Steinhart, P.C.
Attorneys for Network Service Billing, Inc.

Enclosures

cc: Peter A. Lagergren

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 Network Service Billing, Inc.
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.

7251 W. Lake Mead Blvd. Ste. 300 Las Vegas NV 89128
Address City State Zip

Tenn. Secretary of State Certificate of Authority ID 689042

Federal Taxpayer ID Number 26-0106354

Social Security Number for Applicants

Applying as Individuals

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

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 and home address of 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
HOME ADDRESS
EMPLOYMENT HISTORY

PHONE No.
PHONE No.

Provide the above requested information on separate attachments.

- 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, describe the circumstances. **(Use additional pages if necessary)**

No

- 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.

Peter Lagergren (888) 236-2478 (800) 406-2049
Name Phone No. Fax No.
(800) 745-2479 e-mail Address info@networkservicebilling.com

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

Lance J.M. Steinhart (770) 232 - 9200 (770) 232 - 9208
Name Phone No. Fax No.
(800) _____ e-mail Address lsteinhart@telecomcounsel.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.

(800) 745-2479 (888) 236-2478
PHONE NUMBER ALTERNATE PHONE NUMBER
7251 W. Lake Mead Blvd. Ste. 300 Las Vegas NV
ADDRESS CITY ST ZIPCODE

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

Incorp Services, Inc.
216 Centerview Dr., Ste. 317, 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 (describe) _____

- 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.**

- 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.)

Please see the attached list of states.

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 X

b. Residential X

c. Aggregators
(e.g. Hotels, Payphones)

d. Other (specify) _____

- 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 _____

- 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

¹ Applicant 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? AT&T
- M Will the applicant be utilizing the local telephone company's billing system or billing customers directly?² Third Party Billing Agent
- N Describe briefly how the applicant plans to market their services in Tennessee?
Through web and direct sales.
- O If independent telemarketers are to be used, list the name, contact person, address phone number and federal taxpayer ID for each company.
- | COMPANY NAME | CONTACT | ADDRESS | CITY | ST | ZIP | PHONE |
|--------------|---------|---------|------|----|-----|-------|
| COMPANY NAME | CONTACT | ADDRESS | CITY | ST | ZIP | PHONE |
| COMPANY NAME | CONTACT | ADDRESS | CITY | ST | ZIP | PHONE |
| COMPANY NAME | CONTACT | ADDRESS | CITY | ST | ZIP | PHONE |
- 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.
- Applicant will attempt to get a written letter of agency.
If not, all orders will be third party verified in
accordance with applicable state and federal regulation.
- 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 X 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 X No

²A 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 C Corporation (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: Nevada February 1, 2005

(1) Parent Company, if applicable None

(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.

Applicant is a stand-alone privately-held company.

(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.

None

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

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

C. Number of employees: 5

Employer Identification Number (E.I.N.) 26-0106354

Part IV: Financial Information

A. Address where business records are kept: 7251 W. Lake Mead Blvd. Ste. 300
Las Vegas NV 89128 (888) 236-2478
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:
None

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

Not Applicable

(4) Period covered by financial statement attached: Through July 2012

C. Does the applicant currently have an internal auditor and/or internal audit program? No

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.

Part VI: Rule Compliance Agreement

- A. Attach a copy of a Small and Minority-Owned Telecommunications Business Participation Plan Pursuant to Tennessee Code Annotated § 65-5-212.
- 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.state.tn.us/tra> *electronic fileroom* 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, P.O. Box 198907, Nashville, TN 37219-8907. Should you have any questions, call (615) 741-7489, ext. 163.

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 65-5-206 located at the TRA's website <http://www.state.tn.us/tra> *electronic fileroom* 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

Network Service Billing, Inc.
(NAME OF CORPORATION)

BY:

SIGNATURE

Peter A. Lagergren
PRINTED NAME

President
Title

ATTEST: _____

Title

On this the 11th day of May, 2012 before me, a Notary Public

PETER A. LAGERGREN
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.

Mechelle E. Gillies
Notary Public

(seal)

TNIXC App

LIST OF ATTACHMENTS

Resumes

List of Authorized States

Tariff

Articles of Incorporation

Bylaws

Certificate of Authority from Secretary of State

Current Financial Statement

Sample Invoice

Bond

Small & Minority Owned Telecommunications Business Participation Plan

IntraLATA Toll Dialing Parity Plan

County Wide Calling Compliance

Resumes

Peter A. Lagergren
39 Waterglen Cir
Sacramento, CA 95826
(919)379-0360

PROFESSIONAL EXPERIENCE

- 08/2010-Present TOTAL ACCESS TELECOM INC., a long distance reseller for residential customers, President, coordinating startup activities.
- 01/06 – Present Network Service Billing, Inc., a long distance reseller for business customers
President, coordinating startup activities
- 07/05 – 01/06 Communications Network Billing, Inc., a long distance reseller.
As Operations Manager, coordinated:
- Telemarketing
 - Verifications
 - Billing
 - Data Processing
- 05/02 – 07/05 On Command Corp., Field Service Representative
Management of Pay-Per-View Satellite systems for Hotel Industry in Sacramento
Complete system installs; hardware and software upgrades; troubleshooting
Hardware and software issues relating to Windows XP, SQL, and other
proprietary software; Training Hotel personnel;
- 04/01 – 05/02 Department of Toxic Substance Control, Sacramento, CA
Helpdesk support for all DTSC personnel
- Managed LAN connectivity, Internet connectivity; troubleshooting hardware and software issues, printing problems, system and registry conflicts and virus issues; IPX to IP conversion; perform hardware and software upgrades; computer imaging; switch configuration; server configuration; travel to regional offices to implement network upgrades and conversions for Novell/Windows Network; develop and write procedures outlining how to fix known problems and how to complete Network upgrades and conversions; assist Network Administrators in the support, development, installation and implementation of information technology systems.

EDUCATION: Sacramento City College

MTI College of Business and Technology, Sacramento, CA
Diploma in Microcomputer Operations, A+ Certification (September 20, 2000)
Trained in Word, WordPerfect, Excel, PowerPoint, and Access.
Certified Cisco Networking Associate (July 13, 2001)
A.A.S Degree (June 21, 2002)

SKILLS:

Experienced in hardware upgrading and troubleshooting including disk drives, RAID arrays, expansion cards, NIC and memory. Experienced in software applications and operating systems: MSDOS, Win95, Win98, NT, Win2000, WinXP, Mac OS 9 and OS X, Novell NOS 4 thru 5, ZENWorks, and Cisco IOS 12.0. Experience with Network Protocols: TCP/IP, IPX, RIP, IGRP, HDLC, and PPP. Experienced with Internet and Network connectivity, VNC Remote Connectivity, VPN clients, Router and Switch configuration, and Symantec Ghost 7.0. Experienced with building Satellite TV head ends and maintaining Master Antenna TV distribution systems for major hotel chains: Hyatt, Hilton, Marriott, Holiday Inn, and Best Western. 20 years experience in customer service

List of Authorized States

APPENDIX II

Part II (C)

Network Service Billing, Inc. is currently authorized to provide service in the following states:

Alabama, Arizona, Arkansas, California, Colorado, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Massachusetts, Michigan, Minnesota and Missouri, Montana, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Dakota, Texas, Utah, Vermont, Washington, West Virginia, Wisconsin and Wyoming.

Tariff

TITLE SHEET

TENNESSEE TELECOMMUNICATIONS TARIFF

INTRASTATE INTEREXCHANGE SERVICE

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by Network Service Billing, Inc. ("NSB"), with principal offices at 7251 W. Lake Mead Blvd., Ste. 300, Las Vegas, NV 89128. 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 22, 2012

Effective: November 21, 2012

By:

Peter Lagergren, President
7251 W. Lake Mead Blvd., Ste. 300
Las Vegas, NV 89128

CONCURRING, CONNECTING OR OTHER PARTICIPATING CARRIERS

1. Concurring Carriers - None
2. Connecting Carriers - None
3. Other Participating Carriers - None

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Las Vegas, NV 89128

CHECK SHEET

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

<u>SHEET</u>	<u>REVISION</u>
--------------	-----------------

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

* New or Revised Sheet

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Las Vegas, NV 89128

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<u>CONCURRING, CONNECTING OR OTHER PARTICIPATING CARRIERS</u>	2
<u>CHECK SHEET</u>	3
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TARIFF FORMAT

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets 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).(1)

D. Check Sheets: When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current Revision Number. When new sheets 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 sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

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SYMBOLS

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

- (C) to signify change in regulation
- (D) to signify a deletion
- (I) to signify a rate increase
- (L) to signify material relocated in the tariff
- (N) to signify a new rate or regulation
- (R) to signify a rate reduction
- (T) to signify a change in text, but no change in rate or regulation

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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 the Company's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the call so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Commission - Used throughout this tariff to mean the Tennessee Regulatory Authority.

Company or NSB - Used throughout this tariff to mean Network Service Billing, Inc. a Nevada Corporation.

Customer - The person, firm, corporation or other legal entity which orders the services of the Company and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Dedicated Access - The Customer gains entry to the Company's services by a direct path from the Customer's location to the Company's point of presence.

Holiday - New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holidays shall be billed at the evening rate from 8 a.m. to 11 p.m. After 11 p.m., the lower night rate shall go into effect.

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Resp. Org - Responsible Organization or entity identified by a Toll-Free service Customer that manages and administers records in the toll free number database and management system.

Switched Access - The Customer gains entry to the Company's services by a transmission line that is switched through the local exchange carrier to reach the Company's point of presence.

Telecom Unit - A measurement of telecommunications service equivalent to one minute of usage between any two points within the State of Tennessee.

Telecommunications - The transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

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

This tariff contains the regulations and rates applicable to intrastate interexchange telecommunications services provided by the Company for telecommunications between points within the State of Tennessee. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company, which fully identifies the Customer, the services requested and other information requested by the Company. The Company reserves the right to examine the credit record and check the references of all applicants and Customers prior to accepting the service order. The service application shall not in itself obligate the Company to provide services or to continue to provide service if a later check of applicant's credit record is, in the opinion of the Company, contrary to the best interest of the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

Issued: October 22, 2012**Effective: November 21, 2012****By:**

**Peter Lagergren, President
7251 W. Lake Mead Blvd., Ste. 300
Las Vegas, NV 89128**

- 2.1.1 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of the Company.
- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

2.2 Use of Services

- 2.2.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.
- 2.2.2 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

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By:

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7251 W. Lake Mead Blvd., Ste. 300
Las Vegas, NV 89128

- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 The Company does not transmit messages, but the services may be used for that purpose.
- 2.2.6 The Company's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.3 Liability of the Company

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.

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- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities, which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of the Company's equipment to be maintained within the range normally provided for the operation of microcomputers.

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- 2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with the Company's facilities or services, that the signals emitted into the Company's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission (FCC) or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service.
- 2.4.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.
- 2.4.8 The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.
- 2.4.9 If the Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.

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- 2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

2.5 Cancellation or Interruption of Services

- 2.5.1 Without incurring liability, upon five (5) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, the Company may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:

2.5.1.A For nonpayment of any sum due the Company for more than thirty (30) days after issuance of the bill for the amount due,

2.5.1.B For violation of any of the provisions of this tariff,

2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over the Company's services, or

2.5.1.D 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.

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- 2.5.2 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 Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 2.5.3 Service may be discontinued by the Company without notice to the Customer, 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.
- 2.5.4 The Customer may terminate service upon thirty (30) days written notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

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2.6 Credit Allowance

2.6.1 Credit may be given for disputed calls, on a per call basis.

2.6.2 Credit shall not be issued for unavailability of long distance services.

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2.7 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.8 Deposit

The Company does not require deposits.

2.9 Advance Payments

The Company does not require advance payments.

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2.10 Payment and Billing

- 2.10.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt. A late fee will be assessed on any unpaid amount 30 days after rendition of bills.
- 2.10.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, subscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, subscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.
- 2.10.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing within 30 days after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company in writing within such 30 day period.

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2.11 Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

2.12 Taxes

All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein.

2.13 Late Charge

A late fee of 1.5% monthly or the amount otherwise authorized by law, whichever is lower, will be charged on any past due balances.

2.14 Returned Check Charge

A fee will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written. See Section 4.5.

2.15 Reconnection Charge

A reconnection fee \$25 per occurrence will be charged when service is reestablished for Customers which have been disconnected due to non-payment. Payment of the reconnection fee and any other outstanding amounts will be due in full prior to reconnection of service.

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SECTION 3 - DESCRIPTION OF SERVICE**3.1 Computation of Charges**

- 3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute that is applied to each minute. All calls are measured in increments as set forth in the Rates Section of this tariff. Fractions of a billing increment are rounded up to a full billing increment on a per call basis. Fractions of a cent per minute are rounded up to a full cent on a per call basis.
- 3.1.2 Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V & H) coordinates for each exchange and the airline distance between them will be determined according to industry standards.

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- 3.1.3 Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. The Company will not bill for uncompleted calls.

3.2 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

**7251 W. Lake Mead Blvd., Ste. 300
Las Vegas, NV 89128
(800) 745-2479**

Any objection to billed charges should be reported promptly to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled.

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If a Customer accumulates more than One Dollar of undisputed delinquent Company 800 Service charges, the Company Resp. Org. reserves the right not to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full.

3.3 Level of Service

A Customer can expect end to end network availability of not less than 99% at all times for all services.

3.4 Billing Entity Conditions

When billing functions on behalf of the Company or its intermediary are performed by local exchange telephone companies or others, the payment of charges conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. The Company's name and toll-free telephone number will appear on the Customer's bill.

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3.5 Service Offerings

3.5.1 1+ Dialing

This service permits Customers to originate calls via switched or dedicated access lines, and to terminate intrastate calls. The Customer dials "1+" followed by "ten digits".

3.5.2 Reserved for Future Use

3.5.3 Toll-Free Service

This service is inbound calling only where an 800, 888 or other toll-free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.

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3.5.4 Reserved for Future Use

3.5.5 Directory Assistance.

Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings.

3.5.6 Specialized Pricing Arrangements.

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. Discounts may apply based upon volume, affinity group plans, or term plan commitments.

3.5.7 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

3.5.8 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the Commission of such offerings as required by Commission rules and regulations.

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3.5.9 Operator Verification/Interruption Service

Intra-LATA Verification Service provides operator assistance in determining if a called line is in use. Intra-LATA Interruption Service provides for operator interruption of a conversation in progress on a called line. The customer may request these intra-LATA long distance services for a charge, where facilities are available, by calling the "O" operator.

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SECTION 4 - RATES

4.1 1+ Dialing

Option 1

\$0.05 per minute (Continental US)

A \$6.99 per month per number service charge applies.
Billed in one minute increments

Option 2

\$14.95 per month per line, unlimited long distance (Continental US)

4.2 Directory Assistance

\$1.25

4.3 Returned Check Charge

\$25.00

4.4 Carrier Cost Recovery Charge

In order to recover costs the Company incurs with regard to TeleRelay service, National Number Portability and Federal Regulatory fees, a \$.99 monthly surcharge will be assessed per account per month. This surcharge will appear as a separate line item on your invoice.

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4.5 Payphone Dial Around Surcharge

A dial around surcharge of \$.50 per call will be added to any completed INTRAsate toll access code and subscriber toll free 800/888 type calls placed from a public or semi-public payphone.

4.6 Universal Service Fund Assessment

The Customer will be assessed a monthly Universal Service Fund Contribution charge on all telecommunications services, which in no event shall be less than the prevailing contribution percentage rate charged the Company on intrastate traffic by the Universal Service Administrative Company (or any successor) or any state agency or its administrator.

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Articles of Incorporation

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P.02



Secretary of State
206 North Carson Street
Carson City, Nevada 89701-4299
(775) 684 5708
Website: secretaryofstate.biz

Articles of Incorporation

(PURSUANT TO NRS 78)

Entity #
E0005052005-9
Document Number:
20050005850-05

Date Filed:
2/1/2005 1:45:47 PM
In the office of

Dean Heller

Important: Read attached instructions before completing form.

ABOVE **Dean Heller**
Secretary of State

1. Name of Corporation:	Network Service Billing, Inc.
2. Resident Agent Name and Street Address: <small>(must be a Nevada address where notices may be served)</small>	Business Filings Incorporated Name: 6100 Neil Road, Suite 500 Reno, NEVADA 89511 Street Address: _____ City: _____ State: _____ Zip Code: _____ Optional Mailing Address: _____ City: _____ State: _____ Zip Code: _____
3. Shares: <small>(number of shares corporation authorized to issue)</small>	Number of shares with par value: one hundred (100) one dollar Number of shares without par value: 0 Par value: \$(\$1.00)
4. Names & Addresses of Board of Directors/Trustees: <small>(attach additional page if there is more than 3 directors/trustees)</small>	1. Boyan Josic Name: 7251 West Lake Mead Blvd., Suite 300 Las Vegas, Nevada 89128 Street Address: _____ City: _____ State: _____ Zip Code: _____ 2. _____ Name: _____ Street Address: _____ City: _____ State: _____ Zip Code: _____ 3. _____ Name: _____ Street Address: _____ City: _____ State: _____ Zip Code: _____
5. Purpose: <small>(optional-see instructions)</small>	The purpose of this Corporation shall be: Long-distance telephone services and any other business legal in the state of Nevada.
6. Names, Address and Signature of Incorporator: <small>(attach additional page if there is more than 1 incorporator)</small>	Business Filings Incorporated, Mark Schiff, AVP Name: _____ Signature: <i>Mark Schiff</i> Address: 8025 Excelsior Drive, Suite 200 Madison, WI 53717 City: _____ State: _____ Zip Code: _____
7. Certificate of Acceptance of Appointment of Resident Agent:	I hereby accept appointment as Resident Agent for the above named corporation. <i>Mark Schiff</i> Authorized Signature of R.A. or On Behalf of R.A. Company February 1, 2005 Date: _____

This form must be accompanied by appropriate fees. See attached fee schedule.

Nevada Secretary of State Form 78 ARTICLES 2803
Revised on: 11/21/03

Bylaws

BYLAWS OF

NETWORK SERVICE BILLING, INC.

ARTICLE I. PRINCIPAL OFFICE

1.1 Office: The address of the principal office of the Corporation shall be 6100 Neil Road, Suite 500 in the City of Reno, and State of Nevada. The Corporation may have other offices, either within or outside of the State of incorporation as the Board of Directors may designate or as the business of Corporation may require.

ARTICLE II. SHAREHOLDERS

2.1 Place of Meetings: The meetings of the Shareholders of the Corporation ("Shareholders") shall be held at such place, as may be fixed by the Board of Directors.

2.2 Annual Meetings: The annual meeting of the Shareholders, commencing with the year 2006, shall be held on the 1st day of May each year at the corporate offices or at any other place within or outside of the State of Nevada, as may be determined by the Directors and as may be designated in the notice of that meeting, for the purpose of electing Directors and transacting any other business that may come before the meeting. If that date is a legal holiday, the annual meeting shall be held on the next succeeding day that is not a legal holiday.

2.3 Special Meetings: A special meeting, other than those regulated by statute, of the Shareholders for any purpose or purposes may be called at any time by the President, by a majority of the Board of Directors, by designated Officers of the Corporation, or by Shareholders together holding at least a majority of the number of shares of the Corporation at the time outstanding and entitled to vote with respect to the business to be transacted at such meeting. At a special meeting no other business shall be transacted and no corporate action shall be taken other than that stated in the notice of the meeting.

2.4 Notice of Meetings: Written or printed notice stating the place, day, and hour of every meeting of the Shareholders and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be mailed not less than ten (10) nor more than sixty (60) days before the date of the meeting to each Shareholder of record entitled to vote at such meeting, to his or her address as it appears in the share transfer books of the Corporation. If mailed, notice shall be deemed to be delivered when deposited in the United States mail. Such further notice shall be given as may be required by law, but meetings may be held without notice if all the Shareholders entitled to vote at the meeting are present in person or by proxy or if notice is waived in writing by those not present, either before or after the meeting.

Notice of special meetings shall also state the purpose or purposes for which the meeting is called, and indicate that it is being issued by, or at the direction of, the person(s) calling the meeting.

2.4.5 Written Consent in Lieu of Meeting: Any action which may be taken by the vote of the stockholders at a meeting may be taken without a meeting if authorized by the written consent of stockholders holding at least a majority of the voting power, unless the provisions of the statutes or of the Articles of Incorporation require a greater proportion of voting power to authorize such action in which case such greater proportion of written consents shall be required.

2.5 Quorum: Any number of Shareholders together holding at least a simple majority of the outstanding shares of capital stock entitled to vote with respect to the business to be transacted, who shall be present in person or represented by proxy at any meeting duly called, shall constitute a quorum for the transaction of business. If less than a quorum shall be in attendance at the time for which a meeting shall have been called, the meeting may be adjourned by a majority of the Shareholders present or represented by proxy without notice other than by announcement at the meeting.

2.6 Voting: At any meeting of the Shareholders, each Shareholder of a class entitled to vote on any matter coming before the meeting shall have one vote in person or by proxy for each share of capital stock of such class standing in his or her name on the books of the Corporation on the date, at least ten (10) days prior to such meeting, fixed by the Board of Directors as the record date for the purpose of determining Shareholders entitled to vote pursuant to Section 5.5 below. Every proxy shall be in writing, dated, and signed by the Shareholder entitled to vote or his or her duly authorized attorney-in-fact. The proxy shall be exhibited to the Secretary at the meeting and shall be filed with the records of the Corporation.

2.7 Order of Business: The order of business at all meetings of Shareholders shall be as follows, unless otherwise adopted by the Board:

1. Roll call
2. Proof of notice of meeting or waiver of notice
3. Reading of minutes and acceptance of preceding meeting
4. Reports of Officers
5. Reports of committees
6. Election of Directors, if required
7. Unfinished business
8. New business

2.8 Informal Action by Shareholders: Unless otherwise provided by law, any action required to be taken at a meeting of Shareholders, or other action which may be taken at a meeting of the Shareholders, may be taken without a meeting if the Shareholders give unanimous written consent setting forth the action to be taken and signed by all Shareholders entitled to vote on the action. Any written resolution signed by all of the Shareholders entitled to vote shall be to the effect therein expressed, with the same force and effect as if the same had been duly passed by unanimous vote at a duly called meeting of Shareholders. The signed resolution shall be kept with the meeting minutes under the proper date.

ARTICLE III. BOARD OF DIRECTORS

3.1 General Powers: The property, business, and affairs of the Corporation shall be managed and controlled under the direction of its Board of Directors (the "Board" and the members of which are referred to herein as "Directors"), and, except as otherwise expressly provided by law, the Articles of Incorporation or these Bylaws, all of the powers of the Corporation shall be vested in such Board. Such management and general control will be by majority vote of the Board, with each Director having equal vote.

3.2 Number of Directors: The number of Directors constituting the Board shall be not more than seven (7), not less than one (1).

3.3 Election and Removal of Directors: Directors shall be elected at each annual meeting of Shareholders to succeed those Directors whose terms have expired, and to fill any existing vacancies.

- a) Directors shall hold their offices a term of one year and until their successors are elected, or their prior death, resignation, or removal. Any Director may be removed from office at a meeting called expressly for that purpose by the vote of Shareholders holding not less than a majority of the shares entitled to vote at an election of Directors.
- b) Any vacancy occurring in the Board may be filled by the affirmative vote of the majority of the remaining Directors, though less than a quorum of the Board, and the term of office of any Director so elected shall expire at the next Shareholders meeting at which Directors are elected.

3.4 Quorum: A majority of the number of Directors fixed in accordance with Section 3.2 of these Bylaws shall constitute a quorum for the transaction of business. The act of a majority of Directors present at a meeting at which a quorum is present shall be the act of the Board. If less than a majority is present at a meeting, the majority of those present may adjourn the meeting without further notice.

3.5 Annual Meetings of Directors: An annual meeting of the Board shall be held without notice, other than this Bylaw, immediately after, and at the same place as, the annual meeting of Shareholders.

3.6 Special Meetings of Directors: Special meetings of Directors may be called at the request of the President, other duly authorized Officer, or any two Directors. The person or persons authorized to call special meetings of Directors may designate the place and time for holding any special meeting of Directors.

3.7 Notice of Special Meeting: Notice of any special meeting shall be given at least <Number> days before the date of the meeting by written notice delivered personally or mailed to each Director at his or her address of record with the Corporation. If mailed, notice is deemed to be delivered when deposited in the United States mail. The attendance of a Director at a meeting shall be deemed to be a waiver of notice of such meeting unless the Director attends the meeting for the express purpose of objecting to the transaction of business at the meeting because the meeting is not properly called or convened. Meetings may be held at any time without notice if all of the Directors are present, or if those not present waive notice in writing either before or after the meeting.

3.8 Compensation: By resolution of the Board, Directors may be allowed a fee and expenses for attendance at all meetings, but nothing herein shall preclude Directors from serving the Corporation in other capacities and receiving compensation for such other services.

3.9 Manner of Acting: The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Directors.

3.10 Electronic Meetings: Members of the Board may participate in regular or special meetings by, or through the use of, any means of communication allowing all participants to simultaneously hear each other, such as teleconference or videoconference. If a meeting is conducted by such means, the presiding Officer shall inform all participating Directors at the commencement of such meeting that a meeting is taking place at which official business may be

transacted. Any participant in a meeting by such means shall be deemed present in person at such meeting.

3.11 Executive and Other Committees: The Board may designate committees made up of Directors from time to time as the Directors see fit. The purpose for which the committees are formed are to be designated by the Board. The committees may be dissolved by affirmative vote of the Board. A committee may be authorized to exercise the authority of the Board, except that a committee may not do the following:

- a) Authorize distributions
- b) Fill vacancies on the Board
- c) Amend the Corporation's Articles of Incorporation
- d) Adopt, amend, or repeal these Bylaws
- e) Approve a plan of a merger not requiring Shareholder approval
- f) Authorize or approve issuance or reacquisition of shares, except according to a method already prescribed by the Board

3.12 Informal Action by Directors: Unless otherwise provided by law, any action required to be taken at a meeting of Directors, or other action which may be taken at a meeting of the Directors, may be taken without a meeting if the Directors give unanimous written consent setting forth the action to be taken and signed by all Directors entitled to vote on the action.

ARTICLE IV. OFFICERS

4.1 Election of Officers: Terms: The Officers of the Corporation shall consist of a President, a Secretary, and a Treasurer. Other Officers, including a Chairman of the Board, Chief Executive Officer, Chief Operating Officer, one or more Vice Presidents, and assistant and subordinate Officers, may from time to time be elected by the Board. All Officers shall hold office until the next annual meeting of the Board and until their successors are elected. Unless prohibited by State law, any two or more offices may be combined in the same person as the Board may determine.

4.2 Removal of Officers: Vacancies: Any Officer of the Corporation may be removed summarily with or without cause, at any time, by the Board. Vacancies may be filled by the Board.

4.3 Resignations: Any Officer may resign at any time by delivering notice to the Corporation that complies with State law. The resignation shall be effective when the notice is delivered, unless the notice specifies a later effective date and the Corporation accepts the later effective date.

4.4 Duties: The Officers of the Corporation shall have such duties as generally pertain to their respective offices as well as such powers and duties as are prescribed by law or are hereinafter provided or as shall be conferred by the Board.

4.4.1 Duties of the President: Unless otherwise defined by the Board, the President shall be the Chief Executive Officer of the Corporation and shall be primarily responsible for the implementation of policies of the Board and shall have authority over the general management and direction of the business and operations of the Corporation and its divisions, if any, subject only to the ultimate authority of the Board. In the absence of the Chairman and the Vice Chairman of the Board, or if there are no such Officers, the President shall preside at all corporate meetings. The President may sign and execute, in the name of the Corporation, share certificates, deeds, mortgages, bonds, contracts, or other instruments, except in cases where the signing and the execution thereof shall be expressly delegated by the Board or by these Bylaws to some other

Officer or agent of the Corporation or shall be required by law otherwise to be signed or executed. In addition, the President shall perform all duties incident to the office of the President and such other duties as may be assigned by the Board.

4.4.2 Duties of the Vice President(s): Each Vice President, if any, shall have such powers and duties as may be assigned to him or her by the President or the Board. Any Vice President may sign and execute, in the name of the Corporation, deeds, mortgages, bonds, contracts, or other instruments authorized by the Board, except where the signing and execution thereof shall be expressly delegated by the Board or the President to some other Officer or agent of the Corporation, or shall be required by law or otherwise to be signed or executed.

4.4.3 Duties of the Treasurer: The Treasurer shall have charge of and be responsible for all funds, securities, receipts, and disbursements of the Corporation, and shall deposit all monies and securities of the Corporation in such banks and depositories as shall be designated by the Board. The Treasurer shall be responsible for maintaining adequate financial accounts and records in accordance with generally accepted accounting practices; preparing appropriate operating budgets and financial statements; preparing and filing all tax returns required by law; and performing all duties incident to the office of Treasurer, and such other duties as may be assigned to him or her by the Board, the Finance Committee, or the President. The Treasurer may sign and execute in the name of the Corporation share certificates, deeds, mortgages, bonds, contracts, or other instruments, except in cases where the signing and the execution thereof shall be expressly delegated by the Board or by these Bylaws to some other Officer or agent of the Corporation or shall be required by law or otherwise to be signed or executed.

4.4.4 Duties of the Secretary: The Secretary shall act as Secretary of all meetings of the Shareholders of the Corporation and, when requested, shall also act as Secretary of the meetings of the committees of the Board. The Secretary shall keep and preserve the minutes of all such meetings in permanent books; see that all notices required to be given by the Corporation are duly given and served; have custody of the seal of the Corporation and shall affix the seal or cause it to be affixed to all share certificates of the Corporation and to all documents the execution of which on behalf of the Corporation under its corporate seal is duly authorized in accordance with law or the provisions of these Bylaws. The Secretary shall have custody of all deeds, leases, contracts, and other important corporate documents; have charge of the books, records, and papers of the Corporation relating to its organization and management as a Corporation; see that all reports, statements, and other documents required by law (except tax returns) are properly filed; and in general perform all the duties incident to the office of Secretary, and such other duties as may be assigned by the Board or the President. The Secretary may designate such subordinate Officers or administrative personnel as desirable, including Assistant Secretary, with the consent of the Board to carry out the duties of the office.

4.5 Compensation: The Board shall have authority to fix the compensation of all Officers of the Corporation.

ARTICLE V. CAPITAL STOCK

5.1 Certificates: Certificates shall represent the interest of each Shareholder of the Corporation. They shall be numbered and entered in the books of the Corporation as they are issued. They shall exhibit the holder's name and the number of shares, and shall be signed by the President or a Vice President, and the Treasurer or the Secretary, and shall bear the corporate seal.

5.2 Lost, Destroyed, and Mutilated Certificates: Holders of the shares of the Corporation shall immediately notify the Corporation of any loss, destruction, or mutilation of the certificate

thereof, and the Board may in its discretion cause new certificates for the same number of shares to be issued to such Shareholder upon the surrender of the mutilated certificate or upon satisfactory proof of such loss or destruction.

5.3 Transfer of Shares: The shares of the Corporation shall be transferable or assignable only on the books of the Corporation by the holder in person or by attorney on surrender of the certificate for such shares duly endorsed and, if sought to be transferred by attorney, accompanied by a written power of attorney to have the same transferred on the books of the Corporation. The Corporation will recognize, however, the exclusive right of the person registered on its books as the owner of shares to receive dividends and to vote as such owner.

5.4 Consideration for Shares: The Board may authorize shares to be issued for consideration consisting of any tangible or intangible property or benefit to the Corporation, including cash, promissory notes, services performed, contracts for services to be performed or other securities of the Corporation. Before the Corporation issues shares, the Board shall determine that the consideration received or to be received for the shares is adequate.

5.5 Fixing Record Date: For the purpose of determining Shareholders entitled to notice of or to vote at any meeting of Shareholders or any adjournment thereof, or entitled to receive a dividend payment, or in order to make a determination of Shareholders for any other proper purpose, the Board may fix in advance a date as the record date for any such determination of Shareholders. Such date may not be more than <Number> days prior to the date on which the particular action, requiring the determination of Shareholders, is to be taken. If no record date is designated for the determination of Shareholders entitled to notice of a meeting of Shareholders or to vote at a meeting of Shareholders, or Shareholders entitled to receive payment of a dividend, the date on which notices of the meeting are mailed or the date on which the resolution of the declaring such dividend is adopted, as the case may be, shall be the record date for such determination of Shareholders. When a determination of Shareholders entitled to vote at any meeting of Shareholders has been made as provided in this section, such determination shall apply to any adjournment thereof.

ARTICLE VI. INDEMNIFICATION

6.1 Indemnification: The Corporation shall indemnify each of its Directors, Officers, and employees whether or not then in service as such, against all reasonable expenses actually and necessarily incurred by him or her in connection with the defense or any litigation to which the individual may have been made a party because he or she is or was a Director, Officer, or employee of the Corporation. The individual shall have no right to reimbursement, however, in relation to matters as to which he or she has been adjudged liable to the Corporation for negligence or misconduct in the performance of his or her duties, or was derelict in the performance of his or her duty as Director, Officer, or employee. The right to indemnify for expenses shall also apply to expenses of suits which are settled if the court having jurisdiction of the matter shall approve of the settlement.

ARTICLE VII. MISCELLANEOUS PROVISIONS

7.1 Seal: The seal of the Corporation shall consist of a flat-faced circular die or embossed mark, of which there may be any number of counterparts, on which there shall be engraved the word "Seal" and the name of the Corporation.

7.2 Fiscal Year: The fiscal year of the Corporation shall end on such date and shall consist of such accounting periods as may be fixed by the Board.

7.3 Checks, Notes, and Drafts: Checks, notes, drafts, and other orders for the payment of money shall be signed by persons authorized by the Board. When the Board of Directors so authorizes, however, the signature of any such person may be a facsimile.

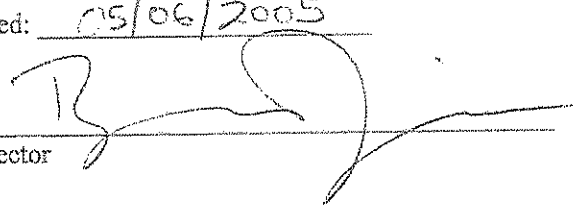
7.4 Dividends: The Directors may declare, and the Corporation pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by law.

7.5 Amendment of Bylaws:

Unless restricted by the Articles of Incorporation, these Bylaws may be amended or changed at any meeting of the Board by affirmative vote of a majority of the number of Directors fixed by these Bylaws. The Shareholders entitled to vote in respect of the election of Directors, however, shall have the power to rescind, amend, alter or repeal any Bylaws and to enact Bylaws which, if expressly so provided, may not be amended, altered or repealed by the Board. Any action taken or authorized by the Shareholders (or by the Board to the extent such action is later ratified by the Shareholders), which would be inconsistent with these Bylaws but is taken, authorized or ratified by not less than the number of shares required to amend these Bylaws, so that these Bylaws would be consistent with such action, shall be given the same effect as though the Bylaws had been temporarily amended or suspended so far, but only so far, as is necessary to permit the specific action so taken or authorized.

THE UNDERSIGNED, being all of the Directors of <Company Name>, evidence their adoption and ratification of the foregoing Bylaws of the Corporation.

Dated: 05/06/2005



Director

Director

Director

Director

Certificate of Authority from Secretary of State



STATE OF TENNESSEE
Tre Hargett, Secretary of State
Division of Business Services
William R. Snodgrass Tower
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

Network Service Billing, Inc.
STE 300
7251 W MEAD BLVD
LAS VEGAS, NV 89128

June 19, 2012

Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

Control # :	689042	Formation Locale:	NEVADA
Filing Type:	Corporation For-Profit - Foreign	Date Formed:	02/01/2005
Filing Date:	06/19/2012 12:02 PM	Fiscal Year Close	12
Status:	Active	Annual Rpt Due:	04/01/2013
Duration Term:	Perpetual	Image # :	7065-1995

Document Receipt

Receipt # : 775847	Filing Fee:	\$600.00
Payment-Check/MO - Network Service Billing, Inc., LAS VEGAS, NV		\$600.00

Registered Agent Address:
INCorp SERVICES, INC.
STE 317
216 CENTERVIEW DR
BRENTWOOD, TN 37027-3226

Principal Address:
STE 300
7251 W MEAD BLVD
LAS VEGAS, NV 89128

Congratulations on the successful filing of your **Certificate of Authority** for **Network Service Billing, Inc.** in the State of Tennessee which is effective on the date shown above.

You must file an Annual Report with this office on or before the Annual Report Due Date noted above and maintain a Registered Office and Registered Agent. Failure to do so will subject the business to Administrative Dissolution/Revocation.

Tre Hargett
Secretary of State

Processed By: Darlene Baskin

State of Tennessee



Department of State

Corporate Filings
312 Rosa L. Parks Avenue
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

APPLICATION FOR
CERTIFICATE OF AUTHORITY
(FOR PROFIT)

FILED
For Office Use Only

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:

- The name of the corporation is Network Service Billing, 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.]

- The state or country under whose law it is incorporated is Nevada

- The date of its incorporation is February 1, 2005 (must be month, day, and year), and the period of duration, if other than perpetual, is _____

- The complete street address (including zip code) of its principal office is
7251 W. Lake Mead Blvd., Ste. 300, Las Vegas, NV 89128
Street City State/County

- 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
216 Centerview Drive, Suite 317 Brentwood, TN 37027 Williamson County
Street City State/County
Registered Agent Incorp Services, Inc.

- The names and complete business addresses (including zip code) of its current officers are: (Attach separate sheet if necessary.)
Peter A. Lagergren President 7251 W. Lake Mead Blvd., Ste. 300, Las Vegas, NV 89128
Peter A. Lagergren Secretary 7251 W. Lake Mead Blvd., Ste. 300, Las Vegas, NV 89128

- The names and complete business addresses (including zip code) of its current board of directors are: (Attach separate sheet if necessary.)
Peter A. Lagergren 7251 W. Lake Mead Blvd., Ste. 300, Las Vegas, NV 89128

- If the corporation commenced doing business in Tennessee prior to the approval of this application, the date of commencement (month, day and year) _____. NOTE: Additional filing fees may apply. See Section 48-25-102(d).

- The corporation is a corporation for profit.

- 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) 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.]

May 11, 2018
Signature Date
President
Signer's Capacity

Network Service Billing, Inc.
Name of Corporation
Peter A. Lagergren
Signature
Peter A. Lagergren
Name (typed or printed)

Received by Tennessee Secretary of State on 05/19/2018 at 12:02:51 PM

Current Financial Statement

1:16 PM
07/19/12
Cash Basis

Network Service Billing, Inc.
Balance Sheet
As of June 30, 2012

	Jun 30, 12
ASSETS	
Current Assets	
Checking/Savings	
1010 - Comerica Checking	1,870.06
Total Checking/Savings	1,870.06
Other Current Assets	
1100 - Deposits	
1115 - Prepaid RTC Escrow	2,019.31
Total 1100 - Deposits	2,019.31
Total Other Current Assets	2,019.31
Total Current Assets	3,889.37
Fixed Assets	
1600 - Organization/Startup Costs	35,000.00
1605 - Accumulated Amortization	-16,833.19
Total Fixed Assets	18,166.81
TOTAL ASSETS	22,056.18
LIABILITIES & EQUITY	
Equity	
3000 - Common Stock	100.00
3200 - Paid-In Capital	9,900.00
3900 - Retained Earnings	11,713.87
Net Income	342.31
Total Equity	22,056.18
TOTAL LIABILITIES & EQUITY	22,056.18

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07/19/12

Cash Basis

Network Service Billing, Inc. Profit & Loss January through June 2012

	Jan 12	Feb 12	Mar 12	Apr 12	May 12	Jun 12	TOTAL
Ordinary Income/Expense							
Income							
4020 - Revenue							
4022 - Revenue Trail Receipts	164,735.13	277,461.65	189,528.86	217,312.08	265,695.16	198,933.17	1,313,666.05
4023 - Contra Revenue Account	-164,735.13	-277,461.65	-189,528.86	-217,312.08	-265,695.16	-198,933.17	-1,313,666.05
4024 - Reconciled Revenue	359,338.18	483,201.88	358,001.23	441,020.18	449,232.12	413,408.82	2,504,202.41
Total 4020 - Revenue	359,338.18	483,201.88	358,001.23	441,020.18	449,232.12	413,408.82	2,504,202.41
Total Income	359,338.18	483,201.88	358,001.23	441,020.18	449,232.12	413,408.82	2,504,202.41
Cost of Goods Sold							
5010 - Telecommunications - Wholesale							
5013 - PCCC Charges	1,349.83	1,401.46	1,351.22	1,313.14	1,210.79	1,114.91	7,741.35
5010 - Telecommunications - Wholesale - Other	30,962.34	35,006.63	32,143.12	35,118.72	35,698.13	33,144.03	202,072.97
Total 5010 - Telecommunications - Wholesale	32,312.17	36,408.09	33,494.34	36,431.86	36,908.92	34,258.94	209,814.32
5020 - Telemarketing Expense							
5021 - Telemarketing Leads	0.00	1,195.81	0.00	514.42	998.11	839.82	3,548.16
5022 - Leads Prequalification	8,617.89	9,459.49	7,075.44	11,601.52	9,665.55	11,225.37	57,645.26
5023 - Verification Expense	6,636.40	7,546.70	4,461.20	3,750.50	5,129.00	3,882.80	31,406.60
5020 - Telemarketing Expense - Other	6,054.04	56,235.00	23,613.00	51,110.00	51,588.00	20,048.00	208,648.04
Total 5020 - Telemarketing Expense	21,308.33	74,437.00	35,149.64	66,976.44	67,380.66	35,995.99	301,248.06
5400 - Clearing House Costs							
5402 - Short Term Dilution	45,781.87	45,276.23	44,539.68	33,703.40	45,713.71	43,720.38	258,735.27
5403 - Bad Debt Reserve	4,286.29	6,360.22	3,589.86	3,731.10	3,247.26	12,736.41	33,951.14
5404 - Bad Debt True Up	-2,326.72	-1,703.54	-2,373.87	-2,113.29	-1,626.57	-1,693.00	-11,836.99
5405 - Bill Fees	58,996.79	33,436.34	35,442.95	22,994.17	28,274.38	38,420.98	217,565.61
5406 - Inquiry Fees	0.00	328.60	139.55	0.00	401.95	136.50	1,006.60
5407 - LEC Fees	86,054.30	119,228.55	85,924.97	164,074.21	106,181.35	120,616.46	682,079.84
5409 - Customer Credit	1,810.52	2,813.63	1,209.23	1,318.51	1,344.88	537.92	9,034.89
Total 5400 - Clearing House Costs	194,603.05	205,740.23	168,472.37	223,708.10	183,536.96	214,475.65	1,190,536.36
Total COGS	248,223.55	316,585.32	237,116.35	327,116.40	287,826.54	284,730.58	1,701,598.74
Gross Profit	111,114.63	166,616.56	120,884.88	113,903.78	161,405.58	128,678.24	802,603.67
Expense							
6010 - Amortization Expense	194.44	194.44	194.44	194.44	194.44	194.44	1,166.64
6110 - Insurance	250.00	0.00	0.00	0.00	500.00	0.00	750.00
6175 - Filing Fee	0.00	2,580.00	0.00	0.00	0.00	3,265.00	5,845.00
6210 - Professional Fees	0.00	175.00	800.00	0.00	3,132.50	0.00	4,107.50
6212 - Accounting	0.00	289.60	0.00	0.00	0.00	5,000.00	5,289.60
6214 - Legal Fees	984.60	1,425.85	1,315.85	1,465.85	1,275.85	2,400.00	8,868.00
6217 - RTC Fees	984.60	1,890.45	2,115.85	1,465.85	4,408.35	7,400.00	18,265.10
Total 6210 - Professional Fees	984.60	1,890.45	2,115.85	1,465.85	4,408.35	7,400.00	18,265.10

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07/19/12

Cash Basis

Network Service Billing, Inc.

Profit & Loss

January through June 2012

	Jan 12	Feb 12	Mar 12	Apr 12	May 12	Jun 12	TOTAL
6235 - Office Supplies	0.00	0.00	0.00	0.00	0.00	161.91	161.91
6280 - Payroll Services	5.59	5.59	5.59	5.59	11.18	11.18	44.72
6290 - Postage and Delivery	39.69	79.27	51.96	54.17	24.52	61.55	311.16
6305 - Salaries							
6320 - Salaries - Shareholder	500.00	500.00	500.00	500.00	500.00	500.00	3,000.00
Total 6305 - Salaries	500.00	500.00	500.00	500.00	500.00	500.00	3,000.00
6350 - Taxes							
6355 - Payroll	58.75	58.75	58.75	58.75	58.75	58.75	352.50
6363 - Franchise and State Taxes	-500.00	0.00	3,146.00	1,949.24	0.00	870.00	5,465.24
6366 - Public Utility Fee	0.00	-23.02	0.00	0.00	0.00	0.00	-23.02
6369 - Fed Universal Service Fund	6,359.91	7,520.72	7,521.32	7,520.72	6,265.75	6,265.75	41,454.17
6372 - State Universal Service Fund	0.00	0.00	-10.18	0.00	0.00	0.00	-10.18
6375 - RTC	1,928.56	1,568.53	1,755.15	4,536.74	1,302.05	1,951.10	13,042.13
6378 - LNP	147.74	148.71	336.65	0.00	174.34	180.50	987.94
6381 - SOW	2.86	2.85	5.78	0.00	1.31	1.30	14.10
Total 6350 - Taxes	7,997.82	9,276.54	12,813.47	14,065.45	7,802.20	9,327.40	61,282.88
6470 - Rent	292.55	249.70	270.65	270.46	270.84	271.22	1,625.42
6700 - Customer Service							
6705 - Clerical Error Refund	0.00	0.00	0.00	6.99	0.00	0.00	6.99
Total 6700 - Customer Service	0.00	0.00	0.00	6.99	0.00	0.00	6.99
6998 - Service Fee Expense	10,925.35	17,079.53	11,468.60	11,193.66	15,115.54	13,098.40	78,881.08
6999 - Royalty Expense	87,402.83	136,636.17	91,748.76	89,549.26	120,924.39	104,787.21	631,048.62
Total Expense	108,592.87	168,491.69	119,169.32	117,305.87	149,751.46	139,078.31	802,389.52
Net Ordinary Income	2,521.76	-1,875.13	1,715.56	-3,402.09	11,654.12	-10,400.07	214.15
Other Income/Expense							
Other Income	0.00	0.00	0.00	128.16	0.00	0.00	128.16
7055 - Other Income	0.00	0.00	0.00	128.16	0.00	0.00	128.16
Total Other Income	0.00	0.00	0.00	128.16	0.00	0.00	128.16
Net Other Income							
Net Income	2,521.76	-1,875.13	1,715.56	-3,273.93	11,654.12	-10,400.07	342.31

Sample Invoice

NETWORK SERVICE BILLING, INC.

ACCOUNT NUMBER: P0000
INVOICE DATE: 00/00/00

NETWORK SERVICE BILLING, INC.
7251 W. Lake Mead Blvd., Ste. 300
Las Vegas, Nevada 89128

FOR BILLING INQUIRES: 1-XXX-XXX-XXXX
FOR SERVICE INQUIRES: 1-XXX-XXX-XXXX

John E. Doe
1 Drive
Anytown, NY 12345

PAST DUE CHARGES | \$0.00|

CURRENT CHARGES

DOMESTIC	\$0.00
INTERNATIONAL	\$0.00
FEDERAL TAX	\$0.00
STATE TAX	\$0.00
LOCAL/OTHER CHARGES	\$0.00

TOTAL CURRENT CHARGES | \$0.00|

TOTAL AMOUNT DUE BY 00/00/00 | \$0.00|

IMPORTANT: Please detach and return this portion with your payment

ACCOUNT	INVOICE DATE	CURRENT CHARGES	TOTAL AMOUNT DUE	AMOUNT ENCLOSED
(000) 000-0000	00/00/00	\$0.00	\$0.00	

John E. Doe
1 Drive
Anytown, NY 12345

PLEASE MAKE CHECKS PAYABLE TO:

Network Service Billing, Inc.
7251 W. Lake Mead Blvd., Ste. 300
Las Vegas, Nevada 89128

A one-time late fee of 1.5% will be charged on any monthly invoice due for more than 30 days.

NETWORK SERVICE BILLING, INC.

ACCOUNT NUMBER: P0000
INVOICE DATE: 00/00/00

ORIGINATING NUMBER: (000) 000-0000

[illegible]

Bond

TENNESSEE REGULATORY AUTHORITY

TENNESSEE TELECOMMUNICATIONS SERVICE PROVIDER'S SURETY BOND

Bond #: 35BSEGG8811

WHEREAS, Network Service Billing (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, Hartford Fire Insurance Company (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 15th day of May, 2012 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

Network Service Billing
Name of Company authorized by the TRA

Company ID # as assigned by TRA

SIGNATURE OF PRINCIPAL



Name: _____
Title: President

SURETY

Hartford Fire Insurance Company
Name of Surety

One Hartford Plaza, Hartford, CT 06155
Address of Surety

SIGNATURE OF SURETY AGENT


Name: Leslie J. Payment
Title: Attorney-in-Fact

Address of Surety Agent:

15415 MIDDLEBELT ROAD
LIVONIA, MI 48154

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.)

Producer Compensation Notice



You can review and obtain information on The Hartford's
producer compensation practices at www.thehartford.com
or at 1-800-592-5717.

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

Bond T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835)

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 35 351317

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☐ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of UNLIMITED** :

KENNETH R. HALE, ROBIN R. BALLARD, PATRICIA A. PEREZ, LESLIE J. PAYMENT OF LIVONIA, MICHIGAN

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004, the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Wesley W. Cowling

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss.

Hartford

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Paseka

Scott E. Paseka
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, 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 still in full force effective as of May 15, 2012

Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President

Small & Minority Owned Telecommunications Business Participation Plan

NETWORK SERVICE BILLING, INC.

SMALL AND MINORITY-OWNED TELECOMMUNICATIONS BUSINESS
PARTICIPATION PLAN

Pursuant to T.C.A. §65-5-212, as amended, Network Service Billing, Inc. ("NSBI") 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 and local exchange 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. NSBI 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. NSBI 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, NSBI will make efforts to identify and inform minority-owned and small businesses that are qualified and capable of providing goods and services to NSBI of such opportunities. NSBI'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, NSBI 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

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

Peter A. Lagergren, President
Network Service Billing, Inc.
7251 W. Lake Mead Blvd., Ste. 300
Las Vegas, Nevada 89128
Telephone: (888) 236-2478
Facsimile: (800) 406-2049

The Administrator's responsibilities will include:

- (1) Maintaining an updated Plan in full compliance with §65-5-212 and the rules and orders of the Tennessee Regulatory Authority.
- (2) Establishing and developing policies and procedures necessary for the successful implementation of the Plan.

- (3) Preparing and submitting such forms as may be required by the Tennessee Regulatory Authority, including the filing of required annual updates.
- (4) Serving as the primary liaison to and cooperate with the Tennessee Regulatory Authority, other agencies of the State of Tennessee, and small and minority-owned businesses to locate and use qualified small and minority-owned businesses as defined in §65-5-212.
- (5) Searching for and developing opportunities to use small and minority-owned businesses and encouraging such businesses to participate in and bid on contracts and subcontracts.
- (6) Providing records and reports and cooperates 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 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.

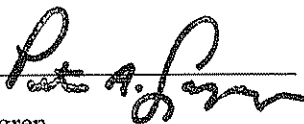
IV. RECORDS AND COMPLIANCE REPORTS

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

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

Network Service Billing, Inc.

By:



Peter A. Lagergren

President

Dated: May 11, 2012

IntraLATA Presubscription Implementation Plan

NETWORK SERVICE BILLING, INC. (NSBI)
IntraLATA Presubscription Implementation Plan

I. Purpose

The intent of this Plan is to provide a proposal that, upon implementation, would provide customers the ability to select the telecommunications carrier of their choice for routing their intraLATA toll calls. NSBI proposes to implement intraLATA toll dialing parity from the date it receives authority to provide local exchange services in Tennessee and has entered into interconnection arrangements with the ILECs. NSBI proposes to provide toll dialing parity to the Chattanooga, Knoxville, Memphis and Nashville LATAs. Attached hereto are the exchange areas that NSBI proposes to provide intraLATA toll dialing parity.

II. Carrier Selection Procedures

NSBI will implement the full 2-PIC (Primary Interexchange Carrier) carrier selection methodology. With the full 2-PIC methodology, customers will be able to presubscribe to one telecommunications carrier for interLATA toll calls and presubscribe to the same or a different participating telecommunications carrier, including their existing local exchange company, for all intraLATA toll calls. Orders for changes will be accepted and processed beginning on the implementation date.

NSBI 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 and direct customers to their chosen intraLATA carriers. Processes will be in place to provide new customers with an opportunity to choose their intraLATA toll carrier from a list of available carriers. NSBI will implement a PIC change charge waiver period of 90 days.

New Customers

Customers who contact NSBI requesting new telephone exchange service will be provided a list of telecommunications carriers available to provide interLATA toll service. Upon implementation of intraLATA toll presubscription, the customer will be provided a second list of carriers, including NSBI, that provides intraLATA toll service in their exchange. The list of intraLATA toll carriers will be presented in a competitively neutral manner. Customers who do not make a positive choice for an intraLATA toll carrier will be identified within NSBI's system as a "no-PIC" and will not be automatically defaulted to a carrier. Customers identified as "no-PIC" within NSBI's systems will be required to dial 101XXXX to place intraLATA toll calls until they make an affirmative choice for an intraLATA toll carrier.

III. Customer Education/Notification

Customers will receive information explaining their opportunity to select an intraLATA carrier a minimum of 30 days in advance of the offering of intraLATA toll dialing parity via a bill message. In addition, during the 30 days following implementation of intraLATA Dialing Parity, customers will receive a bill insert also explaining their opportunity to select an intraLATA carrier. NSBI anticipates that promotional strategies by carriers will contribute to customer awareness of intraLATA toll dialing parity. Customer telephone directories will be updated as new editions are published to reflect the opportunity for customers to choose an intraLATA toll carrier.

IV. Carrier Notification

Current interexchange carriers will be notified of NSBI's intraLATA toll dialing parity implementation via letter approximately 90 days in advance of the proposed implementation date. Carriers should provide a list of exchanges in which they plan to offer intraLATA toll service at least 60 days in advance of NSBI's implementation date. NSBI needs notification in advance to include the carrier on the list of participating carriers in each NSBI exchange. Certified carriers who enter the market after implementation will be added to the list of participating carriers within 30 days of notifying NSBI.

NSBI will provide subscriber listing information to carriers in "readily accessible" tape or electronic formats in a timely manner as requested through the processes that currently exist for the interLATA market. The process includes subscriber listing updates to carriers for new customers who choose that carrier or of existing customers of a carrier who revise their subscriber listing information. In addition, carriers can obtain complete subscriber listings in several formats. The provision of this information is in compliance with FCC Order No. 96-333, Paragraph 389.

NSBI will comply with Part 51, Sections, 305, 307, 325, 327, 329, 331, 333 and 335 of the FCC Order in providing the required information and notice to the public of network changes. NSBI plans to file a public notice with the FCC, with possible migration of the notice to the Internet process as described in Section 329. The notice will include network information as outlined in Section 327. The notice will be provided within the timeframes described in Sections 331-333. NSBI will comply with all rules of the FCC and the TRA.

V. Non-Discriminatory Access

NSBI will provide:

- non-discriminatory access to emergency services and services for the hearing and speech impaired;
- non-discriminatory access to local and long distance directory assistance and provision of local telephone directories to end users;
- non-discriminatory access to operator services;
- non-discriminatory access using standard dialing patterns to all interLATA and intraLATA long distance carriers, including 1+ and 0+ access to the customer's carrier of choice for interLATA calls; and
- non-discriminatory access to telephone numbers and number portability where technically and economically feasible.

VI. Slamming Policy

Verification of orders

NSBI will not submit a change order for local exchange or intrastate toll service until the change order is confirmed in accordance with one of the following procedures:

(a) NSBI has obtained the customer's written authorization to submit the order which includes the following information from the customer:

- (1) The customer billing name, billing telephone number and billing address and each telephone number to be covered by the change order;
- (2) The decision to change; and
- (3) The customer's understanding of the change fee.

(b) NSBI has obtained the customer's authorization, as described in (a) of this subsection, electronically.

Calls to the number(s) shall connect a customer to a voice response unit, or similar, that records the required information regarding the change, including automatically recording the originating automatic number identification (ANI).

(c) An appropriately qualified and independent third party operating in a location physically separate from the telemarketing representative has obtained the customer's oral authorization to submit the change order that confirms and includes appropriate verification data in (a) of this subsection.

Implementing order changes

(a) Telemarketing orders. Within three business days of any telemarketing order for a change, NSBI will send each new customer an information package by first class mail containing at least the following information concerning the requested change:

- (1) The information is being sent to confirm a telemarketing order placed by the customer.
- (2) The name of the customer's current telecommunications company.
- (3) A description of any terms, conditions or charges that will be incurred.
- (4) The name of the newly requested telecommunications company.
- (5) The name of the person ordering the change.
- (6) The name, address and telephone number of both the customer and NSBI.
- (7) A postpaid postcard which the customer can use to deny, cancel or confirm a service

order.

(8) A clear statement that if the customer does not return the postcard, the customer's service will be switched fourteen days after the date the information package was mailed. If customers have cancelled their orders during the waiting period, NSBI cannot submit the customer's order.

(9) The name, address and telephone number of a contact point for consumer complaints.

(b) The documentation of the order shall be retained by NSBI, at a minimum, for twelve months to serve as verification of the customer's authorization to change its telecommunications company. The documentation will be made available to the customer upon request.

(c) Customer initiated orders. NSBI when receiving the customer initiated request for a change of local exchange and/or intrastate toll shall keep an internal memorandum or record generated at the time of the request. Such internal record shall be maintained by NSBI for a minimum of twelve months to serve as verification of the customer's authorization to change telecommunications companies. The internal record will be made available to the customer upon request. Within three business days of the order, NSBI will send each new customer an information package by first class mail containing at least the following information concerning the request to change.

List of Exchanges

Adams-Cedar Hill	Arlington	Ashland City	Athens
Bean Station	Bells	Bent Creek	Benton
Bethel Springs	Big Sandy	Blanche	Bolivar
Brownsville	Bulls Gap	Camden	Carthage
Cedar Grove	Centerville	Charleston	Charlotte
Chattanooga	Chestnut Hill	Clarksville	Cleveland
Clinton	Collierville	Columbia	Copper Basin
Covington	Cross Plains	Culleoka	Cumberland City
Cumberland Gap	Cunningham	Dandridge	Dayton
Decatur	Dickson	Dover	Dyer
Dyersburg	Eagleville	East Sango	Elkton
Etowah	Fairview	Fayetteville	Flintville
Franklin	Fredonia	Gallatin	Gatlinburg
Georgetown	Gibson	Gleason	Goodlettsville
Grand Junction	Greenback	Greenbrier	Greenfield
Halls	Hampshire	Harriman	Hartsville
Henderson	Hendersonville	Henning	Hohenwald
Hornbeak	Humboldt	Huntington	Huntland
Jackson	Jasper	Jefferson City	Jellico
Kenton	Kingston	Kingston Springs	Knoxville
LaFollette	LaGrange	Lake City	Lawrenceburg
Lebanon	Lenoir City	Lewisburg	Lexington
Loudon	Lyles	Lynchburg	Lynnville
Madisonville	Manchester	Maryville	Mascot
Maynardville	McEwen	McKenzie	Medina
Memphis	Middleton	Milan	Morristown
Moscow	Mt. Pleasant	Murfreesboro	Nashville
Newbern	Newport	Normandy	Norris
N. Spring Hill	Oak Ridge	Old Hickory	Oliver Springs
Palmyra	Paris	Petersburg	Pleasant View
Portland	Pulaski	Ridgely	Ripley
Rockwood	Rogersville	Sango	Santa Fe
Savannah	Selmer	Sevierville	Sewanee
Shelbyville	Smyrna	Sneedville	Soddy-Daisy
Solway	Somerville	S. Cunningham	S. Fredonia
S. Pittsburgh	Spencer Mill	Spring City	Springfield
Spring Hill	Summertown	Surgoinsville	Sweetwater
Tiptonville	Trenton	Triune	Troy
Tullahoma	Union City	Vanleer	Wartrace
Watertown	Waverly	W. Sweetwater	W. Whiteville
White Bluff	White House	White Pine	Whiteville
Whitewell	Williamsport	Winchester	

County Wide Calling Compliance

The Applicant is familiar with the county-wide calling requirements pursuant to T.C.A. Section 65-21-114, and has procedures in place that will allow compliance.