

# FARRIS MATHEWS BOBANGO PLC

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(615) 687-4243

October 8, 2013

\*filed electronically in the docket  
office on 10/8/2013

Hon. James M. Allen, Chairman  
Tennessee Regulatory Authority  
ATTN: Sharla Dillon - Dockets  
460 James Robertson Parkway  
Nashville, TN 37238

Re: Application of Vodafone Global Enterprise, Inc. to Provide Resell  
Telecommunications Services in Tennessee

Dear Chairman Allison:

Attached for filing are the original and 4 copies of the Application of Vodafone Global Enterprise, Inc. ("VGEI") to Provide Resell Telecommunications Services in Tennessee. Due to the volume of some exhibits, such exhibits are submitted on CD-ROMs. Please note that one CD-ROM contains CONFIDENTIAL AND PROPRIETARY information and is contained in an envelope so marked.

A check in the amount of \$50.00 in payment of the filing fee is enclosed.

Sincerely,



H. LaDon (Don) Baltimore  
Counsel for Vodafone Global Enterprise, Inc.



PS-0373 Rev 1/09

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

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

**Part I : General Information**

A. Name of Applicant Vodafone Global Enterprise Inc. ("VGEI")  
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.

560 Lexington Avenue, 9th Floor New York NY 10022  
Address City State Zip

Tenn. Secretary of State Certificate of Authority ID 000693799

Federal Taxpayer ID Number 98-0510742

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

None at this time.

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 See Attachment 1. 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:

Affiliated Vodafone entities conduct communications-related business from the address identified above.

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

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

Information to be included: VGEI is a subsidiary of a publicly traded company.

NAME TITLE

BUSINESS ADDRESS

PHONE NO.

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

**Provide the above requested information on separate attachments.**

- 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. See Attachment 2.

- 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. See Attachment 2.

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

☐ Yes ☒ No If yes, please explain fully.

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

☒ Yes ☐ No If yes, please explain fully and describe the circumstances. (Use additional pages if necessary) See Attachment 2

- 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        X        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.

Name Megan Doberneck Phone No. (303) 293-5870 Fax No. (303) 296-3178

(800) Pending e-mail Address megan.doberneck@vodafone.com

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

Name H. LaDon (Don) Baltimore Phone No. (615) 726-1200 Fax No. (615) 726-1776

(800)                                  e-mail Address dbaltimore@farrismathews.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.

<u>Pending</u>		<u>                                </u>	
PHONE NUMBER		ALTERNATE PHONE NUMBER	
<u>560 Lexington Avenue, 9th Floor</u>	<u>New York</u>	<u>NY</u>	<u>10022</u>
ADDRESS	CITY	ST	ZIPCODE

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

National Registered Agents, Inc.  
2300 Hillsboro Road, Suite 305  
Nashville, TN 37212

- (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.  
  X   Resell Interexchange long distance services \*Required carrier bond is being obtained and will  
       Operator Services be submitted once received  
       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.**

- VGEI is not authorized to provide telecommunications services in any jurisdiction. The Company currently is filing applications for authority in fifteen states, including Tennessee.

**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.**

- None.

- Statewide.

- d. Other (specify) \_\_\_\_\_

- The Company has no immediate plans for facilities in Tennessee; however, in the future, VGEI may wish to deploy facilities. In such case, VGEI will apply to the Authority for appropriate facilities-based authority prior to such deployment.

4

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

VGEI is currently reviewing potential underlying carriers, including such major national providers as AT&T, Verizon, Level 3 and XO.

M. Will the applicant be utilizing the local telephone company's billing system or billing customers directly<sup>1</sup>? See Attachment 3.

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

VGEI intends to serve enterprise-level multi-national companies, that may have offices in Tennessee. The Company expects to market to these prospects via individualized proposals to each target customer.

O. If independent telemarketers are to be used, list the name, contact person, address

Not Applicable.

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.

See Attachment 4.

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

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

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

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

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

See Attachment 5.

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



- \_\_\_\_\_ 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: 159

Employer Identification Number (E.I.N.) 98-0510742

Part IV: Financial Information

A. Address where business records are kept:

999 18th Street, Suite 1750, Denver, CO 80202 (303) 293-5870

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. See Attachment 8-1 (public) and Attachment 8-2 (confidential).

(1) Fiscal year end: Month \_\_\_\_\_ Day \_\_\_\_\_

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

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

N/A

(4) Period covered by financial statement attached:

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

If so, Name of internal auditor Internal Vodafone Group Plc procedures.

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. None.



Part VI: Rule Compliance Agreement

- A. Attach a copy of a Small and Minority-Owned Telecommunications Business Participation Plan Pursuant to Tennessee Code Annotated § 65-5-112. See Attachment 9.
- B. Have you read and understand the Tennessee Regulatory Authority's (TRA) Rules and Regulations for Resellers, 1220-4-2 located at the TRA's website <http://www.tn.gov/tra> *electronic file room* in its entirety?  
  x   Yes        No
- C. Do you understand the penalties for non-compliance, and all associated fees to provide such service?        x    Yes        No

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

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

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

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

For Individual and Partners:

_____ Signature	_____ Signature
_____ PRINTED NAME	_____ PRINTED NAME
_____ Signature	_____ Signature
_____ PRINTED NAME	_____ PRINTED NAME

For Corporations  
and Other Organizations

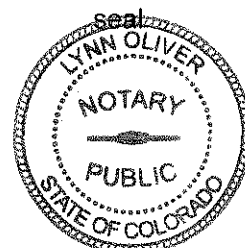
BY: Vodafone Global Enterprise Inc.  
(NAME OF CORPORATION)  
[Signature]  
SIGNATURE  
Megan Doberneck  
PRINTED NAME  
General Counsel & Company Secretary  
Title

ATTEST: [Signature]  
Notary Public  
Asst. Sec. Title

On this the 4<sup>th</sup> day of Oct., 2013 before me, a Notary Public  
Megan Doberneck

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.

[Signature]  
Notary Public



**Vodafone Global Enterprise Inc. Application for Certificate to Provide Operator Services  
and/or Resell Telecommunications Services in Tennessee**

**Attachment 1 : Affiliations**

VGEI has an affiliate, Cable & Wireless Americas Operations, that is authorized to provide domestic US telecommunications services in Florida, Illinois, New Jersey, New York, Texas and the District of Columbia.

Cable & Wireless Americas Operations ("CWAO")

20110 Ashbrook Place, Suite 170

Ashburn, VA 20147

CWAO does not operate in Tennessee.

VGEI is technically affiliated with Verizon Wireless, a national wireless provider, through a non-controlling interest held by its ultimate parent, Vodafone Group Plc. Negotiations are underway for the transfer of this interest to Verizon.

Applicant also has numerous affiliates providing international telecommunications services.

**Vodafone Global Enterprise Inc. Application for Certificate to Provide Operator Services and/or Resell Telecommunications Services in Tennessee**

**Attachment 2: Response to Part I: D/E/F**

- D) In July 2012, VGEI's ultimate parent, Vodafone Group Plc ("Vodafone"), acquired Cable & Wireless Worldwide ("CWW"), a UK-based international communications provider. In April 2012, prior to the acquisition, a subsidiary of CWW, Cable & Wireless Americas Operations, was involved in a proceeding at the California Public Utilities Commission and had its interexchange certificate revoked due to noncompliance concerning an interexchange carrier bond requirement and payment of user fees.

*See Operating Authority Revocation of Licenses of Telephone Carriers for their Failure to Comply with the Requirements Covering Reporting and Remittance of the Utility Reimbursement Account Fee, Public Purpose Program Surcharges and Performance Bond Filing, Resolution T-17359 (issued Apr. 20, 2012).*

- E) See response above for D.
- F) VGEI's ultimate parent, Vodafone, acquired a wireless provider, AirTouch Communications, Inc. ("AirTouch") in 1999. Subsequently, in April 2000, the AirTouch holdings were contributed to a joint venture between Vodafone Group Plc and Verizon, establishing Verizon Wireless. Concurrent with that transaction, AirTouch Communications, Inc. ceased doing business.

**Vodafone Global Enterprise Inc. Application for Certificate to Provide Operator Services  
and/or Resell Telecommunications Services in Tennessee**

**Attachment 3: Part II (M)**

VGEI will bill all of its end-user customers directly. The Company does not intend to utilize a billing agent or other outside entity to issue bills for services rendered to end users. All bills sent to end-user customers will bear the Company's name and provide a toll-free number for customer inquiries and complaints.

VGEI has not finalized an invoice for its proposed services in Tennessee; however, provided, *under seal*, on an accompanying confidential CD-Rom, is a copy of an illustrative invoice, drafted for use in connection with similar enterprise-level communications service arrangements. VGEI submits this sample material with a request that the Authority grant it confidential treatment as a non-public business document. The Company's contractual arrangements are not made public and invoicing materials are not generally available. Moreover, disclosure of this illustrative invoice would expose the anticipated framework for Applicant's future operations, to the competitive disadvantage of VGEI. Such a disclosure is particularly unwarranted as it is unnecessary for Authority review purposes.

**Vodafone Global Enterprise Inc. Application for Certificate to Provide Operator Services  
and/or Resell Telecommunications Services in Tennessee**

**Attachment 3**

**(Part II (M))**

**Sample Invoice**

**Confidential & Proprietary Exhibit**

**Submitted *under seal***

**Pursuant to a request for confidential treatment**

**This exhibit provided on CD-ROM only.**

**Vodafone Global Enterprise Inc. Application for Certificate to Provide Operator Services  
and/or Resell Telecommunications Services in Tennessee**

**Attachment 4: Part II (P)**

**Affirmative Customer Selection**

VGEI is committed to full compliance with state and federal requirements to prevent unauthorized carrier changes ("slamming"). VGEI will be serving enterprise level business customers pursuant to individually negotiated arrangements. The affirmative decision of those customers to switch their carriers to VGEI will be confirmed and thoroughly documented. Verification typically will be obtained through a letter of authorization incorporated into the contracting materials.

**Vodafone Global Enterprise Inc. Application for Certificate to Provide Operator Services  
and/or Resell Telecommunications Services in Tennessee**

**Attachment 5: Part II (U)**

VGEI will operate in Tennessee as a reseller of underlying facilities-based carriers' services. These carriers are certificated by the Authority for provision of interexchange services in Tennessee and already comply with the requirement that toll charges not be applied to intra-county (or county-wide) calls. As part of its resale arrangement, VGEI will receive call detail for billing purposes that reflects this requirement.



**Vodafone Global Enterprise Inc. Application for Certificate to Provide Operator Services  
and/or Resell Telecommunications Services in Tennessee**

**Attachment 6: Part III (A/(b)(1))**

**Corporate Documentation**

Tennessee Certificate of Authority  
& Delaware Good Standing Certificate

# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "VODAFONE GLOBAL ENTERPRISE INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FIFTH DAY OF SEPTEMBER, A.D. 2013.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "VODAFONE GLOBAL ENTERPRISE INC." WAS INCORPORATED ON THE TWENTY-SIXTH DAY OF MARCH, A.D. 2008.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

4524493 8300

131060097

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 0715245

DATE: 09-05-13

# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "VODAFONE GLOBAL ENTERPRISE INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTIETH DAY OF AUGUST, A.D. 2012.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "VODAFONE GLOBAL ENTERPRISE INC." WAS INCORPORATED ON THE TWENTY-SIXTH DAY OF MARCH, A.D. 2008.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.


AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

4524493 8300

120953293

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
AUTHENTICATION: 9792226

DATE: 08-20-12

Received by Tennessee Secretary of State Tre Hargett, 08/21/2012, 10:13:32, 7088.1045



**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

CFS  
SUITE B  
992 DAVIDSON DRIVE  
NASHVILLE, TN 37205

**Request Type: Certified Copies**  
Request #: 108692

Issuance Date: 09/19/2013  
Copies Requested: 1

**Document Receipt**

Receipt #: 1160908

Filing Fee: \$20.00

Payment-Account - CFS, NASHVILLE, TN

\$20.00

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that **Vodafone Global Enterprise Inc.**, Control # 693799 was formed or qualified to do business in the State of Tennessee on 08/21/2012. Vodafone Global Enterprise Inc. has a home jurisdiction of DELAWARE and is currently in an Active status.

Tre Hargett  
Secretary of State

Processed By: Nichole Hambrick

The attached document(s) was/were filed in this office on the date(s) indicated below:

<u>Reference #</u>	<u>Date Filed</u>	<u>Filing Description</u>
7088-1044	08/21/2012	Initial Filing

State of Tennessee



Department of State  
Corporate Filings  
312 Rosa L. Parks Avenue  
6<sup>th</sup> Floor, William R. Snodgrass Tower  
Nashville, TN 37243

APPLICATION FOR  
CERTIFICATE OF AUTHORITY  
(FOR PROFIT)

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:

1. The name of the corporation is Vodafone Global Enterprise Inc.

\*If different, the name under which the certificate of authority is to be obtained is \_\_\_\_\_

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

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

3. The date of its incorporation is March 26, 2008 (must be month, day, and year), and the period of duration, if other than perpetual, is \_\_\_\_\_

4. The complete street address (including zip code) of its principal office is  
275 Shoreline Drive, Suite 400, Redwood City, CA 94065 / San Mateo County  
Street City State/County

5. The complete street address (including the county and the zip code) of its registered office in Tennessee and the name of its registered agent is  
2300 Hillsboro Road, Suite 305, Nashville, TN 37212, County of Davidson  
Street City State/County  
Registered Agent National Registered Agents, Inc.

6. The names and complete business addresses (including zip code) of its current officers are: (Attach separate sheet if necessary.)  
Suzanne Williams, Treasurer, 275 Shoreline Drive, Suite 400, Redwood City, CA 94065  
Megan Doberneck, Secretary, 999 18th Street, Suite 1750, Denver, CO 80202  
Lynn Oliver, Asst. Secretary, 999 18th Street, Suite 1750, Denver, CO 80202

7. The names and complete business addresses (including zip code) of its current board of directors are: (Attach separate sheet if necessary.)  
Fay Arjomandi, Director, 275 Shoreline Drive, Suite 400, Redwood City, CA 94065  
Charles Pol, President, 2 Park Avenue, 3rd Floor, NY, NY 10016  
Nicholas Jeffrey, Director, Vodafone House, The Connection, Newbury, Berkshire, UK

8. If the corporation commenced doing business in Tennessee prior to the approval of this application, the date of commencement (month, day and year) 8/27/2012 NOTE: Additional filing fees may apply. See Section 48-25-102(d).

9. The corporation is a corporation for profit.

10. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date/time is \_\_\_\_\_ (date), \_\_\_\_\_ (time).

[NOTE: A delayed effective date shall not be later than the 90th day after the date this document is filed by the Secretary of State.]

[NOTE: This application must be accompanied by a certificate of existence (or a document of similar import) 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.]

20 August 2012

Signature Date

Treasurer

Signer's Capacity

Vodafone Global Enterprise Inc.

Name of Corporation

Signature

Suzanne Williams

Name (typed or printed)

SS-4431 (Rev. 2/08)

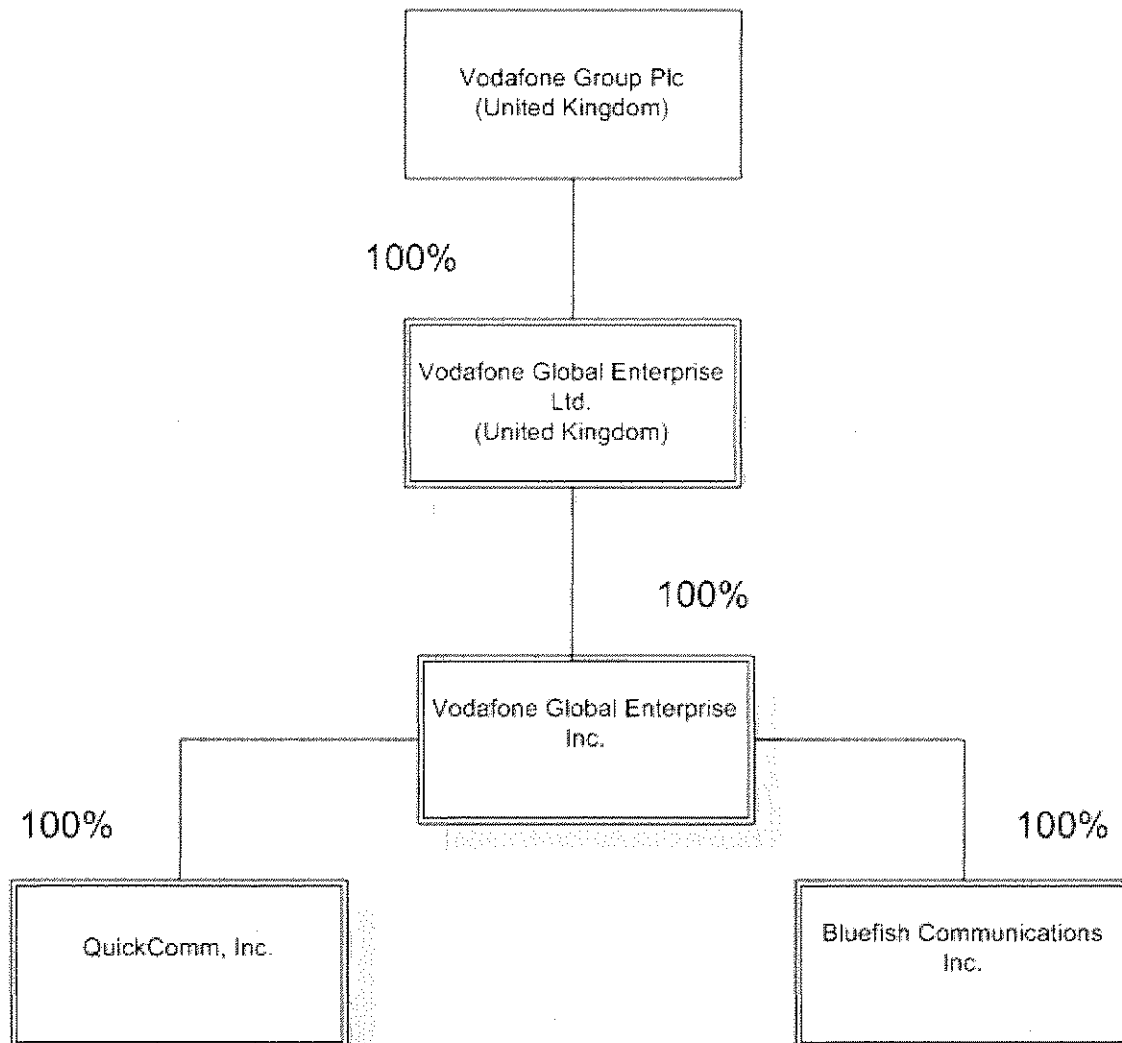
Filing Fee: \$600

Received by Tennessee Secretary of State Tre Hargett, 08/21/2012, 10:13:31, 7088.1044

**Vodafone Global Enterprise Inc. Application for Certificate to Provide Operator Services  
and/or Resell Telecommunications Services in Tennessee**

**Attachment 7: Corporate Structure**

**Applicant's ultimate parent, Vodafone Group Plc,  
is publicly traded on the London and Nasdaq exchanges.**



**Vodafone Global Enterprise Inc. Application for Certificate to Provide Operator Services and/or Resell Telecommunications Services in Tennessee**

**Attachment 8-1: Part IV**

**Financials (Public)**

VGEI possesses the necessary financial resources to provide the services proposed in this Application. The Company is a wholly-owned subsidiary of Vodafone Group, Plc ("Vodafone"), a major multi-national communications provider. In its March 2013 annual report, Vodafone reported approximately \$70.2 billion in revenues from global operations. Thus, as a wholly-owned subsidiary of Vodafone, VGEI has reliable access to more than ample working capital to fund the Company's proposed operations in Tennessee, including the ability to meet any lease and ownership obligations associated with its provision of competitive telecommunications services. Below is an extract from the Consolidated Income Statement presented on page 90 of the Vodafone March 2013 annual report. (The table originally included data from 2011, 2012, and 2013.) The data provided was originally reported in UK pounds (£) but has been converted unofficially to US dollars based upon the conversion rate in effect at the time of the issuance of the annual report.<sup>1</sup> A copy of Vodafone's complete March 2013 annual report is being submitted on an accompanying CD-ROM and can be accessed at [http://www.vodafone.com/content/index/investors/investor\\_information/annual\\_report.html](http://www.vodafone.com/content/index/investors/investor_information/annual_report.html).

Consolidated income statement (April 1, 2012 – March 31, 2013)		
	<b>2013 UK £ (million)</b>	<b>2013 US \$\$ (million)</b>
<b>Revenue</b>	<b>44,445</b>	<b>70,223.1</b>
Cost of Sales	(30,505)	(48,197.9)
<b>Gross profit</b>	<b>13,940</b>	<b>22025.2</b>
Selling and distribution expenses	(3,258)	(5,147.64)
Administrative expenses	(5,199)	(8,214.42)
Share of result in associates	6,477	10,233.66
Impairment losses	(7,700)	(12,166)
Other income and expense	468	739.44
<b>Operating profit</b>	<b>4,728</b>	<b>7470.24</b>
Non-operating income and expense	10	15.8
Investment income	305	481.9
Financing costs	(1,788)	(2,825.04)
<b>Profit before taxation</b>	<b>3,255</b>	<b>5,142.9</b>
Income tax expense	(2,582)	(4,079.56)
<b>Profit for the financial year</b>	<b>673</b>	<b>1,063.34</b>
Attributable to:		
- Equity shareholders	429	677.82
- Non-controlling interests	244	385.52
Basic earnings per share*	0.87p	1.3746
Diluted earnings per share*	0.87p	1.3746

\*These values are not expressed in millions.

<sup>1</sup> The average conversion rate as of the issuance of the report was 1.58 (1£ = \$1.58 US).



**Vodafone Global Enterprise Inc. Application for Certificate to Provide Operator Services  
and/or Resell Telecommunications Services in Tennessee**

**Attachment 8-2: Part IV**

**Financials (Confidential)**

**Confidential & Proprietary Exhibit**

**Submitted *under seal***

**Pursuant to a request for confidential treatment**

**This exhibit provided on CD-ROM only.**

**Vodafone Global Enterprise Inc. Application for Certificate to Provide Operator Services  
and/or Resell Telecommunications Services in Tennessee**

**Attachment 9: Part VI (A)**

**Small and Minority-Owned Telecommunications Business  
Participation Plan**

**Vodafone Global Enterprise Inc. Application for Certificate to Provide Operator Services  
and/or Resell Telecommunications Services in Tennessee**

**VODAFONE GLOBAL ENTERPRISE INC. SMALL AND MINORITY-OWNED  
TELECOMMUNICATIONS BUSINESS PARTICIPATION PLAN  
FOR ITS TENNESSEE OPERATIONS**

**PURPOSE:**

The purpose of the Small and Minority-Owned Telecommunications Business Participation Plan ("Plan") of Vodafone Global Enterprise Inc. ("VGEI" or "Company") is to identify small and minority-owned telecommunications businesses in Tennessee that are qualified to provide goods and services to VGEI, and to promote awareness among these entities of the opportunities to develop business relationships with VGEI in those areas in Tennessee in which VGEI provides telecommunications services.

**POLICY STATEMENT:**

VGEI acknowledges the importance of supporting the participation of small and minority-owned telecommunications businesses in the telecommunications industry in Tennessee and throughout the United States.

The Company acknowledges its responsibility, wherever feasible, to provide small and minority-owned telecommunications businesses with an opportunity to compete for contracts and subcontracts to supply goods and services to VGEI in those areas in which VGEI is providing telecommunications services. Meeting this responsibility involves the identification and selection of qualified small and minority-owned telecommunications businesses that may wish to contract with VGEI for purposes of supplying the Company's Tennessee operations with goods and services relating to the field of telecommunications. It also involves provision of information on programs, if any, to provide technical assistance to small and minority-owned telecommunications businesses when these are made available in Tennessee.

VGEI acknowledges its obligation, under TENN. CODE ANN. § 65-5-212, to contribute its statutory share to the fund established by the Tennessee Department of Economic and Community Development for the purpose of supporting the Small and Minority-Owned Telecommunications Business Assistance Program ("Program") in Tennessee. This Program provides for loan guarantees, technical assistance and services, and consulting and educational services for small and minority-owned telecommunications businesses in Tennessee.

**DEFINITIONS:**

*"Act"* - Section 16 and 17 of Chapter 408 of the Public Acts of 1995.

*"VGEI"* - a Delaware corporation headquartered at 560 Lexington Avenue, 9<sup>th</sup> Floor, New York, NY 10022.

*"Minority-Owned Telecommunications Business"* - As defined in the Act and in TENN. CODE ANN. § 65-5-212, a telecommunications business which is solely owned, or at least fifty-

**Vodafone Global Enterprise Inc. Application for Certificate to Provide Operator Services and/or Resell Telecommunications Services in Tennessee**

one percent (51%) of the assets or outstanding stock of which is owned, by an individual who personally manages and the 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), or as otherwise modified or amended in the future by the legislature for the State of Tennessee.

- a. *"Personally Manages"* in this context shall mean actively involved in the day-to-day management.
- b. *"Controls"* in this context shall mean exercising the power to make policy decisions.
- c. *"Who is impeded from normal entry"* in this context shall individuals who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their qualities as individuals and as provided in the regulation implementing Section B(a) and 7(j) of the Small Business Act, as amended by the Business Opportunity Development Reform Act of 1988, and Business Opportunity Development Reform Act Technical Corrections Act, (15 U.S.C. 67(a) and 636(j)), as amended by Pub. L. 100-656 and Pub. L. 101-37.

*"Small Telecommunications Business"* - A telecommunications company with annual gross receipts of less than four million dollars (\$4,000,000), or as otherwise modified or amended in the future by the legislature for the State of Tennessee.

*"Subcontract"* - Any agreement (other than one involving an employer-employee relationship) entered into by VGEI with a non-affiliated company or individual calling for the direct or indirect purchase of raw materials, components, supplies and services needed to support VGEI's operations.

**IMPLEMENTATION OF PLAN:**

Where feasible and appropriate, VGEI will invite bids, issue requests for proposals, or otherwise solicit offers from small and minority-owned telecommunications businesses to furnish specified goods or services to VGEI in furtherance of its Tennessee operations, except in the case of emergencies, or in such cases where VGEI is bound by contract to purchase goods and services from other sources.

**ADMINISTRATION OF PLAN:**

In conducting its business affairs in Tennessee, VGEI will appoint one of its employees as the Administrator of the Plan. The Administrator will steer the process by which VGEI will identify and utilize available resources for identifying small telecommunications and minority-owned telecommunications businesses interested in and qualified to furnish goods and services to VGEI in Tennessee, as VGEI's needs arise. The Administrator also will oversee the task of cultivating an awareness among such business entities with respect to potential opportunities to develop business relations with VGEI.

**Vodafone Global Enterprise Inc. Application for Certificate to Provide Operator Services and/or Resell Telecommunications Services in Tennessee**

The Administrator will endeavor to serve as a resource for technical assistance to small and minority-owned telecommunications business, and will refer such businesses to sources of information and technical assistance, internal and external, where feasible.

**PLAN ADMINISTRATOR:**

The administration of this Plan will be under the direction of (hereinafter called the "Administrator"):

[*Pending*]  
Vodafone Global Enterprise Inc.  
560 Lexington Avenue, 9<sup>th</sup> Floor  
New York, NY 10022

The duties of the Administrator include the following:

1. To manage the development of Company policies and procedures relating to the Plan.
2. To oversee the identification and development of opportunities to use qualified small and minority-owned telecommunications businesses to participate in and bid on contracts and subcontracts to supply goods and services to VGEI by utilizing the following resources, where available:
  - a. The United States Department of Commerce, Office of Minority Business Data Center, the Small Business Administration and its Procurement Automated Source System ("PASS") and its Office of Minority Small Business and Capital Ownership Development; the Tennessee Chamber of Commerce; the Tennessee Department of Economic and Community Development; the National Minority Supplier Development Counsel; the National Association of Women Business Owners; the National Association of Minority Contractors.
  - b. Local and national associations, and minority supplier development councils.
  - c. Trade fairs and industry meetings.
  - d. Advertisement in industry and local publications.
  - e. Historically Black Colleges, Universities, and Minority Institutions.
3. To establish and maintain an updated Plan and related documentation that are consistent with the current rules, orders and policies of the Tennessee Regulatory Authority regarding small and minority-owned telecommunications businesses, and that are in full compliance with TENN. CODE ANN. § 65-5-212.
4. To prepare and submit such information and documentation as may be required by the Tennessee Regulatory Authority.

**Vodafone Global Enterprise Inc. Application for Certificate to Provide Operator Services and/or Resell Telecommunications Services in Tennessee**

5. To cooperate with the Tennessee Regulatory Authority and with other agencies of the State of Tennessee to find and utilize, where possible, the qualified business entities defined herein.
6. To facilitate activities for assisting potential buyers in locating and qualifying the types of business concerns identified herein.
9. To cooperate in any authorized surveys by the Tennessee Regulatory Authority.
10. To educate VGEI personnel with respect to their responsibility to seek out, encourage, and promote the use of small and minority-owned telecommunications businesses.

**COMPLIANCE REPORTS:**

VGEI will submit such reports as may be required for use in connection with subcontracting plans by the Tennessee Regulatory Authority and/or the State of Tennessee. VGEI will cooperate to the fullest extent possible with all reasonable and appropriate surveys or studies required by the contracting agency for purposes of determining compliance with the State's small and minority-owned telecommunications business participation program. However, VGEI reserves the right to designate any documents, reports, surveys, studies or information submitted for this purpose as "confidential" or "proprietary."

**RECORD MAINTENANCE:**

VGEI will maintain records relating to its Small and Minority-Owned Telecommunications Business Participation Plan for purposes of evidencing the Company's implementation of this policy, for use by VGEI in evaluating the effectiveness and in achieving the goals of its Plan, and for the Company's use in updating the Plan on an annual basis with the Tennessee Regulatory Authority, or as otherwise required.

ADOPTED THIS 4<sup>th</sup> day of October, 2013.

Vodafone Global Enterprise Inc

By: 

**Vodafone Global Enterprise Inc. Application for Certificate to Provide Operator Services  
and/or Resell Telecommunications Services in Tennessee**

**Attachment 10: Proposed Tariff**

**Vodafone Global Enterprise Inc.**

**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

This tariff contains the description, regulations and rates for the furnishing of services and facilities for intrastate interexchange telecommunications services provided by Vodafone Global Enterprise Inc. with principal offices at 560 Lexington Avenue, 9th Floor, New York, NY 10022. This tariff applies for service furnished within the State of Tennessee. This tariff is on file with the Tennessee Regulatory Authority and copies may be inspected, during normal business hours, at the Company's principal place of business.

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Issued:

By: Megan Doberneck, General Counsel  
560 Lexington Avenue, 9<sup>th</sup> Floor  
New York, NY 10022

Effective:



**CHECK SHEET**

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

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
1	Original	*	26	Original	*		
2	Original	*	27	Original	*		
3	Original	*	28	Original	*		
4	Original	*	29	Original	*		
5	Original	*	30	Original	*		
6	Original	*	31	Original	*		
7	Original	*	32	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	*					

\* - indicates those new or revised pages included with this filing

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**SYMBOLS**

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

- (C) Change in regulation
- (D) Deleted or Discontinued rate or regulation
- (I) Change resulting in an Increase to a Customer's bill
- (M) Material that has been Moved from another Tariff location
- (N) New rate or regulation
- (R) Change resulting in a Reduction to a Customer's bill
- (T) Change in Text that makes no change to rates or regulations

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**TARIFF FORMAT**

- A. **Sheet Numbering** - Page numbers appear in the upper right corner of the sheet. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 34 and 35 would be page 34.1.
- B. **Sheet Revision Numbering** - Revision numbers also appear in the upper right corner of the page. These numbers are used to determine the most current page version on file with the Authority. For example, 4th Revised Page 34 cancels the 3rd Revised Page 34. Consult the check sheet for the page currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.A
  - 2.1.1.A.1
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a).I
  - 2.1.1.A.1.(a).I.(i)
  - 2.1.1.A.1.(a).I.(i).(1)
- D. **Check Sheet** - When a tariff is filed with the Authority, a current check sheet accompanies the tariff filing. The check sheet lists the tariff pages, 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. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Authority.

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By: Megan Doberneck, General Counsel  
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New York, NY 10022

Effective:

**APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates and terms and conditions of service applicable to the furnishing of intrastate interexchange telecommunications services by Vodafone Global Enterprise Inc. ("Vodafone" or "Company") to business Customers within the State of Tennessee.

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By: Megan Doberneck, General Counsel  
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New York, NY 10022

Effective:

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**1.1 Definitions**

**Authority** - The Tennessee Regulatory Authority

**Busy Hour** - The two consecutive half hours during which the greatest volume of traffic is handled.

**Call** - A completed connection between the Calling and Called parties.

**Calling Station** - The telephone number from which a Call originates.

**Called Station** - The telephone number called.

**Carrier** - An entity other than the Company that provides telecommunications services.

**Company** - Vodafone Global Enterprise, Inc., unless specifically stated otherwise.

**Customer** - A person, firm, corporation, partnership or other entity, including affiliates or divisions of the Customer, in whose name the telephone number of the Calling Station is registered with the underlying local exchange company. The Customer is responsible for payment of charges to the Company and compliance with all terms and conditions of this tariff.

**Day** - The period of time from 8:00 a.m. to (but not including) 5:00 p.m., Monday through Friday, as measured by local time at the location from which the Call is originated.

**Disconnect** - To render inoperable or to disable circuitry thus preventing outgoing and incoming toll communications service.

**Evening** - The period of time from 5:00 p.m. to (but not including) 11:00 p.m., Sunday through Friday and any time during a Holiday, as measured by local time at the location from which the Call is originated.

**Incomplete** - Any Call where voice transmission between the Calling and Called station is not established.

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Effective:

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd.)**

**1.1 Definitions (Cont'd.)**

**Holiday** - For the purposes of this tariff recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**Message** - A completed telephone call by a Customer or User.

**Normal Business Hours** - The hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

**Premises** - The space occupied by an individual Customer in a building, in adjoining buildings occupied entirely by that Customer, or on contiguous property occupied by the Customer separated only by a public thoroughfare, a railroad right of way, or a natural barrier.

**Rate** - Money, charge, fee or other recurring assessment billed to Customers for services or equipment.

**Service** – as used in this Tariff, regulated telecommunications services provided by the Company pursuant to this Tariff.

**User or End User** - Customer or any authorized person or entity that utilizes the Company's services.

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

- 2.1.1 The Company provides interexchange telecommunications service to business Customers for the direct transmission of voice, data and other types of telecommunications. The Company provides these services as a reseller, through arrangements with underlying facilities-based interexchange carriers.
- 2.1.2 The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth in this tariff. When authorized by the Customer, the Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangements.
- 2.1.3 The Company's services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week.

**2.2 Limitations of Service**

- 2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.
- 2.2.2 Service is furnished to the Customer for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other Users.
- 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, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services may be denied for nonpayment of charges or for other violations of the terms and conditions set forth in this tariff.
- 2.2.5 The use of the Company's services to make Calls which might reasonably be expected to frighten, abuse, torment, or harass another is prohibited.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd.)**

**2.2 Limitations of Service (Cont'd.)**

- 2.2.6 Service temporarily may be refused or limited because of system capacity limitations.
- 2.2.7 Service is subject to transmission limitations caused by natural (including atmospheric, geographic or topographic) or artificial conditions adversely affecting transmission.
- 2.2.8 Service to any or all Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations.
- 2.2.9 The Company reserves the right to discontinue furnishing service where the Customer is using the service in violation of the law or the provisions of this tariff.

**2.3 Limitations of Liability**

- 2.3.1 Because the Company has no control of communications content transmitted over its system, and because of the possibility of errors incident to the provision and use of its service, service furnished by the Company is subject to the terms, conditions and limitations herein specified.
- 2.3.2 The Company is not liable to Customers or Users for interruptions in service except as set forth in Section 2.5 of this tariff.
- 2.3.3 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited, unless otherwise ordered by the Authority, to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd.)**

**2.3 Limitations of Liability (Cont'd.)**

2.3.4 The Company shall not be liable for and the Customer shall indemnify and hold the Company harmless against any claims for loss or damages involving:

2.3.4.A Any act or omission of: (i) the Customer or User; or (ii) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company;

2.3.4.B Interruptions or delays in transmission, or errors or defects in transmission, or failure to transmit when caused by or as a result of acts of God, fire, flood or other catastrophes, war, riots, national emergencies, government or military authorities, strikes, lock-outs, work stoppages or other labor difficulties, or causes beyond the Company's control;

2.3.4.C Any unlawful or unauthorized use of the Company's facilities and services;

2.3.4.D Libel, slander or infringement of copyright arising directly or indirectly from content transmitted over facilities provided by the Company;

2.3.4.E Infringement of patents arising from combining non-Company apparatus and systems with facilities provided by the Company;

2.3.4.F Claims arising out of any act or omission of the Customer or other User in connection with service provided by the Company;

2.3.4.G Breach in the privacy or security of communications transmitted over the Company's facilities;

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**SECTION 2 - RULES AND REGULATIONS** (Cont'd.)**2.3 Limitations of Liability** (Cont'd.)

## 2.3.4 (Cont'd.)

- 2.3.4.H Changes in any of the facilities, operations or procedures of the Company that: (1) render any equipment, facilities or services provided or utilized by the Customer or other User obsolete; (2) require modification or alteration of such equipment, facilities or services; or (3) otherwise affect use or performance of such equipment, facilities or services except where reasonable notice by the Company is required and such notice is not provided to the Customer;
- 2.3.4.I Defacement of or damage to the Customer's Premises or personal property resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement is caused by negligence or the willful misconduct of the Company's agents or employees;
- 2.3.4.J Any wrongful act of a Company employee where such act is not authorized by the Company and is not within the scope of the employee's responsibilities for the Company;
- 2.3.4.K Any noncompleted calls due to network busy conditions; and
- 2.3.4.L Any calls not actually attempted to be completed during any period that service is unavailable.
- 2.3.5 The Customer shall reimburse the Company for all costs, expenses and fees incurred by the Company in its defense against claims set forth in Section 2.3.4.
- 2.3.6 The Company assumes no responsibility for the availability or performance of any facilities under the control of other entities that are used to provide service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services.

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**SECTION 2 - RULES AND REGULATIONS** (Cont'd.)**2.3 Limitations of Liability** (Cont'd.)

- 2.3.7 Any claim against the Company shall be deemed waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 2.3.8 With respect to the services provided pursuant to this tariff, the Company makes no representations or warranties, express or implied, either in fact or by operation of law, statutory or otherwise, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose, except those expressly set forth in this tariff. The Company does not authorize anyone to make a warranty or representation of any kind on its behalf and the Customer should not rely on any such statement.
- 2.3.9 Any liability of the Company for loss or damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the service, the transmission of the service, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service shall in no event exceed an amount equivalent to the proportionate fixed monthly charge to the Customer for service, during the period of time in which such mistakes, omissions, interruptions, delays, errors or defects in the service, its transmission or failure or defect in facilities furnished by the Company occurred.

**2.4 Responsibilities of the Customer**

- 2.4.1 The Customer is responsible for placing any necessary orders, complying with tariff regulations and assuring that Users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided by the Company to the Customer or made available by the Customer to another User. The Customer also is responsible for the payment of charges for all Calls originated at the Customer's numbers except those that are collect, third party, calling card, or credit card Calls.

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New York, NY 10022

Effective:

**SECTION 2 - RULES AND REGULATIONS** (Cont'd.)**2.4 Responsibilities of the Customer** (Cont'd.)

- 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 provisioning of the Company's services, the Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
- 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 must pay the Company for replacement or repair of damage to the Company's equipment or facilities caused by negligent or improper use on the part of the Customer, Users, or others.
- 2.4.6 The Customer must indemnify the Company for the theft of any Company equipment or facilities installed at the Customer's Premises.
- 2.4.7 The Customer agrees, except where the events, incidents or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify and hold harmless the Company against any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss of or damage to any property, whether owned by the Customer or others. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against such actions.

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New York, NY 10022

Effective:

**SECTION 2 - RULES AND REGULATIONS** (Cont'd.)**2.5 Allowances for Interruptions in Service****2.5.1 General**

- 2.5.1.A A service is interrupted when it becomes unusable to the Customer, *e.g.*, the Customer or Users are unable to transmit or receive communications due to the failure of a component furnished by the Company under this tariff.
- 2.5.1.B An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- 2.5.1.C If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service facility or circuit considered by the Company to be impaired.

**2.5.2 Application of Credits for Interrupted Services**

- 2.5.2.A When service is interrupted for a period of at least 24 hours, Customer shall be entitled to a credit. Upon Customer request, a credit shall be issued equal to one-thirtieth of the affected service's monthly rate for each 24-hour period during which service is interrupted.
- 2.5.2.B Any such interruption will be measured from the time it is reported to or detected by the Company, whichever occurs first.
- 2.5.2.C In the event the Customer is affected by such interruption for a period of less than twenty-four (24) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.
- 2.5.2.D The allowance described in this section is not applicable when service is interrupted by the negligence or willful act of the Customer or where the Company, under the terms of the contract for service, suspends or terminates service for nonpayment of charges, or for unlawful or improper use of the facilities or service, or for another reason provided for under this tariff.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd.)**

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

**2.5.3 Limitations on Allowances**

2.5.3.A No credit allowance will be made for any interruption of service:

- 2.5.3.A.1 due to the negligence of, or noncompliance with the provisions of this tariff by, any person or entity other than the Company, including but not limited to the Customer or other entities or carriers connected to the service of the Company;
- 2.5.3.A.2 due to the failure of power, equipment, systems or services not provided by the Company;
- 2.5.3.A.3 due to circumstances or causes beyond the control of the Company;
- 2.5.3.A.4 during any period in which the Company is not given full and free access to the Customer's or Company's facilities and equipment for the purpose of investigating and correcting the interruption;
- 2.5.3.A.5 during any period in which the Customer continues to use the service on an impaired basis;
- 2.5.3.A.6 during any period in which the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 2.5.3.A.7 that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- 2.5.3.A.8 that was not reported to the Company within thirty (30) days of the date that service was affected.

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**SECTION 2 - RULES AND REGULATIONS** (Cont'd.)**2.6 Termination of Service**

- 2.6.1 A Customer may terminate service, with or without cause, by giving the Company notice in writing.
- 2.6.2 The Company may terminate service for non-payment of any invoice that is thirty (30) days past due after giving the Customer five (5) business days prior written notice; except that service shall not be terminated for nonpayment of disputed amounts prior to completion of Company review of the disputed charges. The notice of a pending disconnection shall be a written notice setting forth the reason for disconnection and the final date by which the account is to be settled or specific action is to be taken. The notice shall contain the name of the customer whose service is to be terminated and the telephone number where the service is being rendered. The final date shall be not less than five (5) days after the notice is rendered. The notice shall be considered rendered to the Customer when deposited in the U.S. mail with first-class postage prepaid or, if delivery is by other than U.S. mail, when delivered to the last-known address of the person responsible for payment for the Service. The notice will include a toll-free or collect number where a Company representative qualified to provide additional information about the disconnection can be reached.
- 2.6.3 The Company may terminate service without notice in the event that:
- The Customer maintains and/or operates its own equipment in a manner that may cause imminent harm to the Company's equipment;
  - A condition on the Customer's premises determined by the Company to be hazardous; or
  - There is tampering with equipment furnished and owned by the Company, of any unlawful, unauthorized or fraudulent use of or access to the Services, including violation of the provisions of this Tariff, a Service Order, or of any other Regulations by the Customer, by any User, or by any other person.
- 2.6.4 If the Customer has signed a Term Agreement, early termination charges may apply. See Section 2.9.1.
- 2.6.5 The Customer shall remain liable for all charges arising from Services received by Customer until the effective date of the termination regardless of which party terminates the service. The Customer shall reimburse the Company for all costs, expenses and fees incurred by the Company in collecting such charges.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd.)****2.7 Payment of Charges**

- 2.7.1 The Customer is responsible for payment of all charges for Services furnished to Customer by Company pursuant to this Tariff.
- 2.7.2 The Company reserves the right to assess late payment charges for Customers whose account(s) carries principal owing from the prior billing period. Any charges not paid in full by the due date indicated on the billing statement may be subject to a late fee equal to the greater of (i) 1.5% per month or (ii) the maximum amount permitted by the Authority and applicable state laws.
- 2.7.3 Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately 30 days in length.
- 2.7.4 Customers must notify the Company either verbally or in writing of any disputed charges within thirty (30) days of the billing date; otherwise all charges on the invoice will be deemed accepted. All charges remain due and payable at the due date; however, Customer is not required to pay disputed charges while the Company conducts its investigation into the matter.

**2.8 Individual Case Basis Contracts**

- 2.8.1 Contracts for Individual Case Basis (ICB) arrangements will be developed on a case-by-case basis, in response to a bona fide request, from a Customer or prospective Customer for service that varies from tariffed arrangements. Rates quoted in response to such requests may be different than those specified for such service in this Tariff. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd.)****2.9 Term Agreements**

2.9.1 Company offers Term Agreements wherein the Customer agrees to retain Company services for a mutually agreed upon length of time. If a Customer terminates service prior to the end of the term agreement, a termination charge will apply. This termination charge is equal to the monthly recurring charges times the number of months remaining in the then current term plus all non-recurring charges for which Company has not been reimbursed.

**2.10 Deposits**

The Company may at times require a deposit from Customers. The Company will pay interest on such deposits at the rate specified by the Authority or as required pursuant to applicable state law.

**2.11 Advance Payments**

The Company will not require advance payments from Customers.

**2.12 Taxes**

The Customer is responsible for payment of any and all federal, state and local taxes or surcharges applicable to the Services, including any applicable municipal or rights-of-way fees, regulatory fees, charges or surcharges for regulatory mandates, excise taxes, sales taxes, and all other applicable fees and taxes unless otherwise exempted as a matter of law. All such taxes and surcharges will be billed by the Company as separate line items or categories on Customer's invoice and are not included in any rates set forth in this Tariff.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd.)**

**2.13 Contested Charges**

2.13.1 All bills are presumed accurate, and shall be binding on the Customer unless objection is received by the Company no more than thirty (30) days after such bills are rendered. In the event that a billing dispute between the Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Customer may take the following course of action:

2.13.2 A Customer may initiate a complaint with the Company on any matter by telephone, in person at any of the Company's offices or by writing to the following address:

Customer Service Department  
Vodafone Global Enterprise, Inc.  
560 Lexington Avenue, 9<sup>th</sup> Floor  
New York, NY 10022

The Company's response to the complaint will generally be in the same format used by the Customer. The Company will investigate the complaint and respond to Customer consistent with Authority Rules. The Customer may, at any point during the resolution of the complaint, seek review by a supervisor or manager.

2.13.3 If there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer will be informed of his or her right to have the problem reviewed by the Authority and Company personnel shall furnish the contact information as follows:

The Consumer Services utility complaint form is to be submitted online or printed and returned to:

Consumer Services Division  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37243-0505  
FAX: 615-741-8953

The form and additional Consumer Services information is available at:  
<http://www.state.tn.us/tra/consumer.html>

**SECTION 2 - RULES AND REGULATIONS (Cont'd.)**

**2.13 Contested Charges (cont.)**

For general inquiries, the Authority's contact telephone numbers are:

Toll Free: 1-800-342-8359

TTY: 1-888-276-0677

- 2.13.4 In the event that a Customer seeks Authority review of the complaint, the Company will cooperate with subsequent proceedings consistent with Authority Rules. In the case of any billing dispute which cannot be settled with mutual satisfaction, as described above, the undisputed portion and subsequent bills must be paid on a timely basis, or the service may be subject to disconnection.

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**SECTION 3 - DESCRIPTION OF SERVICE****3.1 Timing of Calls**

- 3.1.1 The Customer's monthly usage charges for the Company service are based upon the total number of Call minutes used by the Customer and Users as well as the service options to which the Customer subscribes. Chargeable time begins at the time the called party answers (i.e. when two-way communications is possible), and ends when either party hangs up.
- 3.1.2 No charges apply if a Call is not completed.
- 3.1.3 For billing purposes, all Calls are rounded up to the nearest minute and billed in increments of one minute. The minimum Call duration is 1 minute for a connected Call.
- 3.1.4 Where applicable, charges will be rounded up to the nearest penny.
- 3.1.5 The Company will not knowingly charge for Incomplete Calls. Upon the Customer's request and proper verification, the Company shall promptly adjust or credit the Customer's account for charges or payments for any unanswered Call inadvertently billed due to the unavailability of Feature Group D or due to another carrier's failure to provide answer supervision. Where answer supervision is not available, any Call for which the duration exceeds one (1) minute shall be presumed to have been answered.

**3.2 Start of Billing**

Billing will begin upon the earlier of (i) connection of the facility to the customer network and commencement of services (service activation) or (ii) within 15 days after delivery of the applicable facility to the customer premises by the facility provider, unless the delay in connection of the facility is due to the fault of or requested by Company. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by the Company of notification of cancellation as described in Section 2.6.1 of this tariff.

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**SECTION 3 - DESCRIPTION OF SERVICE** (Cont'd.)**3.3 Calculation of Distance**

Usage charges for mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the Call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved:

The wire center is a set of geographic coordinates, as referenced in National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4 ("NECA No. 4"), associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). The airline distance between any two wire centers is determined as follows:

- Obtain the "V" and "H" coordinates for each wire center from the above referenced NECA tariff.
- Compute the difference between the "V" coordinates of the two wire centers; and the difference between the two "H" coordinates.
- Square each difference obtained in step (2) above.
- Add the square of the "V" difference and the square of the "H" difference obtained in step (3).
- Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

Formula:

$$\sqrt{\frac{(V_1 V_2)^2 + (H_1 H_2)^2}{10}}$$

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**SECTION 3 - DESCRIPTION OF SERVICE** (Cont'd.)**3.4 Minimum Call Completion Rate**

The Customer can expect a call completion rate of at least 97% per 100 Calls attempted during peak use periods for all Feature Group D (1+) services.

**3.5 Long Distance Service Offerings**

The Company offers intraLATA and interLATA long distance services. The Customer's total monthly use of the Company's service is charged at the applicable rates per minute set forth herein, in addition to any monthly service charges. None of the service offerings are time-of-day sensitive.

**3.5.1 1 + Intrastate Long Distance Service**

The Company's 1+ Intrastate Long Distance Service ("1+") is a long distance message telecommunications service provided between points in Tennessee. Customers subscribing to this service may make Calls to any intrastate location at any time of day or night for a specified per minute charge.

**3.5.2 Intrastate Toll Free Services**

The Company provides Toll Free Service between points in Tennessee. Customers subscribing to this service may receive calls from any intrastate location at any time of day or night for a specified per minute charge. There is also a monthly fee for each toll free number.

**3.5.3 Calling Card Services**

The Company will provide its Customers with calling cards for the purpose of enabling Customers to access the Company's long distance services from areas other than the Customer's location.

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**SECTION 3 - DESCRIPTION OF SERVICE** (Cont'd.)**3.5 Long Distance Service Offerings** (cont.)3.5.4 Directory Assistance

The Company will provide Customers with access to Directory Assistance in order to access telephone number information.

3.5.5 Directory Assistance Call Completion ("DACC") Service

DACC service provides the Customer with the ability to use the directory assistance operator to connect the Customer with the party whose listing information the directory assistance operator has provided to the Customer. The DACC charge is in addition to the per Call charges for Directory Assistance set forth above.

3.5.6 Intrastate Operator Assisted Calling

The Company provides its Customers access to Operator Services by arrangement with underlying facilities-based carriers. Customers may access these services by dialing either 0 or 0+ the desired number. Customers using this service may place Calls with the assistance of an operator to any intrastate location at any time of day or night for a specified per minute charge plus a surcharge. Calls can be billed to the customer or, at customer's direction, billed collect, to a third party, or to a calling card.

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**SECTION 3 - DESCRIPTION OF SERVICE** (Cont'd.)

**3.6 Miscellaneous Service Charges**

**3.6.1 Order Change**

An Order Change charge will apply when a Customer initiates a change to the specifications of the service received from the Company.

**3.6.2 Bad Check Charge**

If payment for Service is made by a check, draft, or similar instrument (collectively "Check") that is returned to the Company unpaid by a bank or another financial institution for any reason, the Company will bill the Customer a returned check charge. In addition, the Customer may be required to replace the returned Check with a payment in cash or equivalent to cash, such as cashier's check, certified check or money order.

**3.6.3 Reconnection**

Reconnection charges occur where service to an existing Customer has been discontinued for proper cause, and the Customer desires to resume service with the Company. Where a Customer desires reconnection, the Customer will be charged a fee to cover the cost to the Company of restoring service to the Customer.

**3.6.4 Expedited Installation**

Expedited Installation charges apply when a Customer requests that service installation occur more quickly than provided for by the normal schedule.

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**SECTION 3 - DESCRIPTION OF SERVICE** (Cont'd.)

**3.6 Miscellaneous Service Charges** (Cont'd.)

**3.6.5 Service Premises Visit**

Service Visit charges occur when Customer has requested a service visit to the customer premises.

**3.6.6 Non-routine Installation**

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

**3.6.7 Missed Appointment Charge**

When the Company and the Customer have agreed to an installation date and time, and the Customer is not available at the premises to allow for installation of service at the appointed time, a Missed Appointment Charge will apply.

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**SECTION 4 – RATES AND CHARGES****4.1 Long Distance Service Offerings****4.1.1 1+ Intrastate Long Distance Service**

Per minute rate: \$0.10

**4.1.2 Toll Free, Intrastate Long Distance Service**

Per minute rate: \$0.10

Monthly Recurring Fee Per Number:

Standard Toll Free Number: \$2.00

Toll Free Number w/ Enhanced Routing Features: \$7.00

Toll Free Directory Assistance:

Non-Recurring Fee: \$15.00

Monthly Recurring Fee: \$15.00

**4.1.3 Intrastate Calling Card Services**

Per minute rate: \$0.22

Payphone surcharge: \$0.30

Operator surcharge: \$0.75

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**SECTION 4 – RATES AND CHARGES** (Cont'd.)**4.1 Long Distance Service Offerings** (cont.)4.1.4 Intrastate Operator Assisted Calling

Initial one (1) minute:	\$0.23
Each additional minute:	\$0.21

## Per Call Surcharges:

Collect Station-Station:	\$0.50
Collect Person-Person:	\$0.50
Third Party:	\$0.50
Calling Card:	\$0.50
Bill to Origin:	\$0.50

4.1.5 Directory Assistance Service

Per Call:	\$0.85
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4.1.6 Directory Assistance Call Completion Service

Per intrastate minute:	\$0.07
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**SECTION 4 – RATES AND CHARGES** (Cont'd.)**4.2 Miscellaneous Charges**4.2.1 Order Change

Per change: \$50.00

4.2.2 Bad Check Charge

Per returned check: \$25.00

4.2.3 Reconnection

Per line: ICB

4.2.4 Expedite Charge

Per Order: ICB

4.2.5 Service Premise Visit

Per hour: \$125.00

4.2.6 Non-routine Installation

ICB

4.2.7 Missed Appointment Charge

Per occurrence \$125.00

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**SECTION 5 – PROMOTIONAL OFFERINGS****5.1 Promotions**

From time to time, the Company may present special limited-duration promotions of new or existing Service offerings designed to attract new customers or to increase existing Customer awareness of a particular offering. These promotional offerings are subject to the availability of the Services and may be limited to a specific geographical area or to a subset of a specific market group. All promotional offerings shall be offered in accordance with applicable Authority regulations and state laws.

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