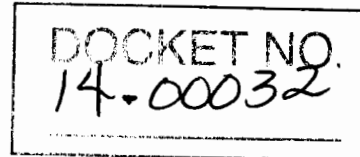


ISG-Telecom Consultants

VIA USPS PRIORITY MAIL

March 17, 2014

Sara Kyle, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243



T.R.A. DOCKET ROOM

2014 MAR 25 PM 12:33

RECEIVED

Re: TelexFREE, LLC – Initial Application to provide interexchange services

Dear Sir:

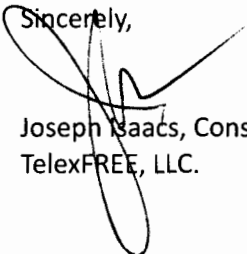
Enclosed please find an original and four (4) copies of the Application, tariff and testimony of Jim Merrill for a certificate of authority to provide interexchange services throughout Tennessee.

We are also requesting that the company financials be filed as Confidential – Under Seal. Only one copy of them is attached to the original paper filing.

Please acknowledge receipt of this filing by file stamping and returning a copy of this letter to the address below.

Questions concerning this Application may be addressed directly to me.

Sincerely,


Joseph Isaacs, Consultant
TelexFREE, LLC.

4274 Enfield Court, Suite 1600, Palm Harbor, Florida 34683
Telecom Attorneys and Consultants
Telephone: 727-738-5553 Facsimile: 727-939-2672
<http://www.isg-telecom.com> isaacs@isg-telecom.com

BEFORE THE TENNESSEE REGULATORY AUTHORITY

NASHVILLE, TENNESSEE

March 18, 2014

In Re:)
Application of TelexFREE LLC)
For a Certificate of Public Convenience) Docket No. 14-00032
And Necessity as a Competing Telecommunications)
Carrier of Resold Interexchange Services)

APPLICATION OF TELEXFREE LLC

Pursuant to T.C.A. § 65-4-201 et. Seq., TelexFREE LLC (“Telex” or “the Company” or “Applicant”) hereby applies for a Certificate of Public Convenience and Necessity as a competing Telecommunications service provider to provide telecommunications services throughout the State of Tennessee. TELEXFREE intends to provide telecommunications services, including, but not limited to, interexchange services on a resold basis throughout the State of Tennessee. Granting the Company’s application will increase competition and will provide Tennessee customers additional telecommunications options, furthering the goals of the Tennessee Regulatory Authority (“TRA”) and the Telecommunications Act of 1996. Therefore, TELEXFREE respectfully requests that the TRA grant it statewide authority, subject to rural limitation, to operate as a competing telecommunications service provider.

In support of its Application, the Company provides the following information:

I. Introduction

The name and address of the Applicant are:

TelexFREE LLC
225 Cedar Hill Street
Marlborough, MA 01752

All correspondence, notices, inquiries and other communications regarding this Application should be directed to:

Joseph Isaacs % ISG-Telecom Consultants
4274 Enfield Court, Suite 1600
Palm Harbor, FL 34685
Phone: 727-738-5552
Facsimile: 727-939-2672
E-mail: isaacs@isg-telecom.com

Applicant is a Nevada Limited Liability Corporation, which was formed on July 18, 2012. The company is headquartered at 225 Cedar Hill Street, Marlborough, MA 01752. Exhibit A depicts the Applicants Articles of Formation. Exhibit B is a copy of the Applicants Certificate of Foreign Authority and Exhibit C is a list of the names and addresses of the officers of the Company.

II. TELEXFREE Possesses the Technical, Managerial and Financial Expertise Necessary to Provide Local Exchange and Interexchange Service

T.C.A § 65-4-201 requires an applicant for a Certificate of Public Convenience and Necessity to show that it possesses sufficient management, financial and technical abilities to provide the applied for services.

TELEXFREE possesses the requisite technical, financial and managerial capabilities to operate as a competitive telecommunications provider. These capabilities are explained in detail below.

1. Financial Qualifications

TELEXFREE is financially able to provide the services proposed in its tariff as evidenced by its combined Financial Statements for the years ended December 31, 2013. Financials are attached hereto as Exhibit D.

2. Managerial Qualifications

TELEXFREE's senior management team is highly skilled, having acquired considerable

experience in the telecommunications industry. Using this extensive expertise, TELEXFREE's management team has developed innovative marketing strategies. In conjunction with effective financial and operational measures, these marketing strategies will enable the company to provide quality service at competitive rates, while resulting in profitable operations for the Applicant. TELEXFREE has extensive experience in the technical, managerial, and financial aspects of the telecommunications industry.

3. Technical Qualifications

Applicant's key management personnel have significant business and telecommunications experience. TELEXFREE is currently authorized to provide interexchange services in the states of California, Connecticut, Kentucky, Missouri, Iowa, North Carolina, Texas, Nebraska & Washington. In addition, TELEXFREE has pending applications to provide interexchange services in two dozen other states. Applicant has never had such applications denied or dismissed. Applicant will also rely upon the technical expertise and telecommunications experience of its underlying carriers.

TELEXFREE will initially resell the facilities of the underlying carriers that presently serve Tennessee. Applicant's current business and network plans call for market entry via resold IXC and VoIP facilities.

Applicant seeks authority to provide resold interexchange services throughout the State of Tennessee. Applicant's local calling areas will coincide with the Incumbent Local Exchange Carriers (ILEC) local calling areas. Upon its entry into the Tennessee market, Applicant has no intention of installing equipment for the provision of local exchange services. Its services will be available on a full-time basis, twenty-four hours a day, seven days a week, to customers within the geographic boundaries of the State of Tennessee. Customers will be billed by Applicant. Applicant is committed to providing access to a local operator, directory assistance, 911 services, and dual relay services. Applicant is also willing to accept its obligations to collect 911 and dual relay service surcharges from its local exchange customers, and to remit those funds to the appropriate authorities.

As the foregoing illustrates, TELEXFREE possesses considerable telecommunications expertise.

TELEXFREE is technically qualified to provide local exchange and interexchange telecommunications services in Tennessee.

See "Exhibit E" for complete resumes of TELEXFREE's management team.

4. Customer Service

TELEXFREE's customer service representatives are available to assist its customers and will promptly respond to all customer inquiries. Customers may call 8088-670-4890. The applicable toll free or other numbers will be printed on customer's monthly billing statements. Alternately, customers wishing to communicate with a TELEXFREE customer service representative in writing may send written correspondence to TELEXFREE at:

TelexFREE LLC
225 Cedar Hill Street
Suite 200
Marlborough, MA 01752
Phone: (508) 460-3333
Facsimile: (508) 460-3330

TELEXFREE's customer service representatives are prepared to respond to a broad range of service matters, including inquiries regarding: (1) the types of services offered by TELEXFREE and the rates associated with such services; (2) monthly billing statements; (3) problems or concerns pertaining to a customer's current service; and (4) general service matters.

III. Description of Services Offered and Service Territory

TELEXFREE has filed with this Application proposed tariffs for Interexchange Services ("Exhibit L")

TELEXFREE expects to offer a full array of services to residential and business customers, including the following:

Interexchange (switched and dedicated services):

- A. 1+ and 101.xxx.x outbound dialing
- B. 800/888/877 toll-free inbound dialing

IV. Small and Minority Owned Telecommunications Business Participation Plan

The Applicant has attached as "Exhibit F", its small and minority owned telecommunications plan in compliance with T.C.A. § 65-5-212.

V. Notice to Incumbent Providers

“Exhibit G” is a list of incumbent providers to whom notice has been provided.

VI. Toll Dialing Parity Plan

The Toll Dialing Parity Plan is attached as “Exhibit H”.

VII. Numbering Issues

The Applicant addresses numbering issues in “Exhibit I”.

VIII. Tennessee-Specific Operational Issues

Tennessee-specific operational issues are addresses in “Exhibit J”.

IX. Prefiled Testimony

TELEXFREE has provided pre-filed testimony in Exhibit K.

X. Miscellaneous

A. Authority in Other States

TELEXFREE is authorized as an Interexchange Carrier in California, Connecticut, Kentucky, Missouri, Iowa, North Carolina, Texas, Nebraska & Washington.

B. Customer Complaints

TELEXFREE has never has a customer complaint filed with a regulatory agency in any jurisdiction.

C. Public Rules and Orders

TELEXFREE will comply with all applicable statutes, rules and orders concerning its provisioning of telecommunications services in Tennessee.


II. Public Interest

This Application demonstrates that TELEXFREE possesses the technical, financial and managerial resources to provide resold and facilities-based local exchange and interexchange service in the State of Tennessee. Furthermore, granting this Application will promote the public interest by increasing the level of competition in the Tennessee telecommunications market. Ultimately, competition will compel all exchange telecommunications service providers to operate more efficiently and pass the resultant cost savings on to consumers. In addition, as a result of competition, the overall quality of local exchange and interexchange service will improve.

CONCLUSION

Wherefore, TelexFREE LLC, respectfully requests that the TRA (1) grant this petition for authority to operate as a reseller of interexchange telecommunications services in the State of Tennessee and (2) grant such other relief as the Commission deems necessary.

Respectfully submitted,

By: 
Jim Merrill, Managing Member
TelexFREE LLC
225 Cedar Hill Street
Marlborough, MA 01752

VERIFICATION OF APPLICANT

I, JAMES MERRILL, Managing Member of TelexFREE LLC a Nevada Limited Liability Company, the applicant for a Certificate of Public Convenience and Necessity from the Tennessee Regulatory Authority, verify that based on information and belief, I have knowledge of the statements in the foregoing Application, and I declare that they are true and correct.

TelexFREE LLC

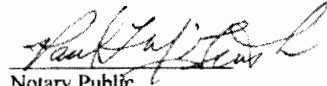
By: 

JAMES MERRILL, MANAGING MEMBER

State of Massachusetts

County of Middlesex

Sworn to me, the undersigned Notary Public on this 10th day of March, 2014


Notary Public

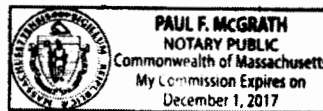
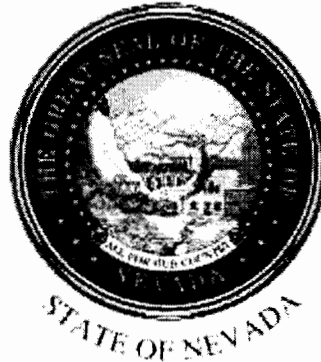


EXHIBIT A

Certificate of Formation filed with the Nevada Secretary of State

SECRETARY OF STATE



CERTIFICATE OF EXISTENCE WITH STATUS IN GOOD STANDING

I, ROSS MILLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, non-profit corporations, corporation soles, limited-liability companies, limited partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence, **TELEXFREE, LLC**, as a limited liability company duly organized under the laws of Nevada and existing under and by virtue of the laws of the State of Nevada since July 19, 2012, and is in good standing in this state.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on February 11, 2014.

A handwritten signature in black ink, appearing to read "Ross Miller".

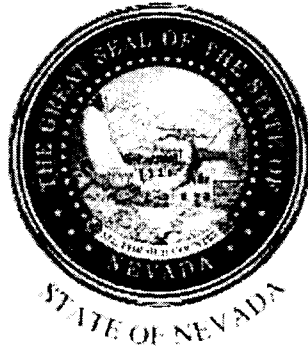
ROSS MILLER
Secretary of State

Electronic Certificate
Certificate Number: C20140211-0459
You may verify this electronic certificate
online at <http://www.nvsos.gov/>

EXHIBIT B

Certificate of Authority to Operate in Tennessee as a Foreign Corporation

SECRETARY OF STATE



CERTIFICATE OF EXISTENCE WITH STATUS IN GOOD STANDING

I, ROSS MILLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, non-profit corporations, corporation soles, limited-liability companies, limited partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

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A handwritten signature in black ink, appearing to read "Ross Miller".

ROSS MILLER
Secretary of State

Electronic Certificate
Certificate Number: C20140211-0459
You may verify this electronic certificate
online at <http://www.nvsos.gov/>

EXHIBIT C

LIST OF CORPORATE OFFICERS AND OWNERSHIP

TELEXFREE has the following Corporate Officers:

President/Managing Member: Jim Merrill

Member: Carlos Wanzeler

Clarity Communications has the following owners:

Jim Merrill	50%	1,000 shares
-------------	-----	--------------

Carlos Wanzeler	50%	1,000 shares
-----------------	-----	--------------

EXHIBIT D
TELEXFREE'S Consolidated Financial Statements for
Period ending 12/31/2014

(FILED UNDER SEAL – CONFIDENTIAL)

EXHIBIT E

Biographies of Selected TELEXFREE Management

Carlos Wanzeler

Worcester, MA 01606 Cell: 508-889-0892
wanzeler@telexfree.com www.telexfree.com
www.diskavontade.com

Professional Summary

Accomplished business leader with over 10 years of management, strategy, product development, delivery and operational experience in the Telecommunications industry. High-profile executive successful at leveraging career experience to enhance organizational productivity and efficiency by effectively directing and supporting operations, services and solutions.

Skills

- Exceptional interpersonal communication
- Effective leader
- Budget development
- Product development

Work History

Vice President, April 2012 to Current

Telexfree – Marlborough, MA

- Spearheaded cross-functional initiative to achieve goals.
- Strengthened company's business by leading implementation of a Quality Department.
- Trained, coached and mentored staff to ensure smooth adoption of new program.
- Increased profits by 60% in one year through restructure of business line.
- Leader of Executive Management Team.
- Developed business plan and raised \$5.5M in first round of funding.

President, January 2002 to Current

Brazilian Help, Inc. / Disk a Vontade – Marlborough, MA

- Developed and executed marketing programs and general business solutions resulting in increased company exposure, customer traffic, and sales.
- Worked closely with all product development departments to create and maintain marketing materials for sales presentations and client meetings.
- Developed and managed communications strategies, plans and budgets.
- Defined strategy and business plan for Telecommunications.

Education

Business at Worcester State College - Worcester, MA

2 years

JIM MERRILL

Ashland, MA 01721 | jmerrill@telexfree.com | 508-889-8888

President **TelexFREE**

April 2012- Present

Administration, Vendor relations & Finance.

President **Cleaner Image Associates, Inc**

1986-2012

Grew business from scratch to 1 million dollars in sales. Responsible for administration, Sales and Marketing

Westfield State University, **Westfield MA**

None

2 years only moved in another directions.

Experience

Ability to motivate and instill trust in a company.

Education

Works well in groups, ability to speak publicly

Communication

Father James Flynn, **Pastor**

St mathews parrish

105 Southville Rd, Southborough, MA 01772 (508) 485-2285

EXHIBIT F
SMALL AND MINORITY OWNED TELECOMMUNICATIONS BUSINESS
PARTICIPATION PLAN

SMALL AND MINORITY OWNED TELECOMMUNICATIONS BUSINESS

PARTICIPATION PLAN OF TELEXFREE LLC

Pursuant to T.C.A. §65-5-112, as amended, TelexFREE LLC ("Telex") submits this small and minority-owned telecommunications business participation plan. ("the Plan") along with its Application for a Certificate of Public Convenience and Necessity to provide competing intrastate services in Tennessee.

I. PURPOSE

The purpose of T.C.A. §65-5-112 is to provide opportunities for small and minority owned businesses to provide goods and services to Telecommunications service providers. TELEXFREE is committed to the goals of §65-5-112 and to taking steps to support the participation of small and minority owned Telecommunications businesses in the telecommunications industry. TELEXFREE will endeavor to provide opportunities for small and minority owned Telecommunications businesses to compete for contracts and subcontracts for goods and services. TELEXFREE'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 quality vendors. Moreover, TELEXFREE 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 §65-5-112.

Minority-Owned Business. Minority owned business shall mean a business which is solely owned, or at least fifty one (51%) percent 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 (\$4,000,000) dollars.

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

III. ADMINISTRATION

TELEXFREE'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 TELEXFREE's full efforts to provide equal opportunities for small and minority owned businesses. The

Administrator of the Plan will be:

James Merrill
225 Cedar Hill Street
Suite 200
Marlborough, MA 01752
Phone: 508-460-3333
Facsimile: 508-460-3330

The Administrator's responsibilities will include:

1. Maintaining an updated Plan in full compliance with §65-5-112 and the rules and orders of the Tennessee Regulatory Authority
2. Establish 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 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 business as defined in §65-5-112.
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 cooperating 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 TELEXFREE 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, but not limited to:

1. Chamber of commerce
2. The Tennessee Department of Economic & Community Development
3. The United States Department of Commerce
4. Small Business Administration
5. Office of Minority Business
6. The National Minority Supplier Development Counsel
7. The National Association of Women Business Owners
8. The National Association of Minority Contractors
9. 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

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

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

TelexFREE LLC

By: 

JAMES MERRILL, MANAGING MEMBER

EXHIBIT G
NOTICE TO INCUMBENT PROVIDERS

NOTICE

The following carriers have been provided a copy of the filing of an Application for Certificate of Public Convenience and Necessity by TELEXFREE. I certify that such Notice of the Application has been served upon the following carriers via U.S. Mail.

Ardmore Telephone Company 517 Ardmore Avenue Ardmore, Tennessee 38449	Bellsouth 333 Commerce Street Nashville, Tennessee 32701
Century Telephone of Adamsville 116 N. Oak Street Adamsville, Tennessee 38310	Century Telephone of Claiborne 507 Main Street New Tazewell, Tennessee 37825
Century Telephone of Ooltwah-Collegedale Inc. 5616 Main Street Ooltwah, Tennessee 37363	Citizens Communications Company of Tennessee 300 Bland Street Bluefield, West Virginia 24701
Citizens Communications Company of the Volunteer State 300 Bland Street Bluefield, West Virginia 24701	Loretto Telephone Company Inc PO Box 130 Loretto, Tennessee 38469
Millington Telephone Company, Inc. 4880 Navy Rd. Millington, Tennessee 38083-0429	Sprint-United 112 Sixth Street Bristol, Tennessee 37620
TDS Telecom-Concord Telephone Exchange, Inc. 701 Concord Road Knoxville, Tennessee 37933	TDS Telecom-Humphreys County Telephone Co. 203 Long Street New Johnsonville, Tennessee 37134
TDS Telecom-Tellico Telephone Company, Inc. 102 Spence Street Tellico Plains, Tennessee 37385	TEC-Crockett Telephone Company, Inc. PO Box 7 Friendship, Tennessee 38034
TEC – People’s Telephone Company, Inc. PO Box 310 Erin, Tennessee 37061	TEC-West Tennessee Telephone Company, Inc. 244 E. Main St. Bradford, Tennessee 38316
United Telephone Company 120 Taylor Street Chapel Hill, Tennessee 37034	TDS Telecom – Tennessee Telephone Company PO Box 18139 Knoxville, Tennessee 37928

This 17th day of March, 2014

TelexFREE LLC

By: 

JAMES MERRILL, MANAGING MEMBER

EXHIBIT H
TOLL DIALING PARITY PLAN

INTRALATA TOLL DIALING PARITY IMPLEMENTATION PLAN

Pursuant to the Federal Communications Commission ("FCC") Order 99-54 in CC Docket No. 96-98 (Implementation of the Local Competition Provisions of the Telecommunications Act of 1996) TelexFREE LLC ("Telex" or "the Company") hereby submits its IntraLATA Toll Dialing Parity (1+ presubscription) Implementation Plan ("Plan").

I. OBJECTIVE/PURPOSE

TELEXFREE seeks authority from the TRA to provide telecommunications services within the State of Tennessee as a competing local provider ("CLP").

The Company's Implementation Plan would enable Customers to route intraLATA toll calls (intraLATA 1+ and 0+ calls), plus directory assistance (1+area code + 555-1212), without the use of access codes, to the customer's pre-selected interexchange carrier (IXC).

II. GEOGRAPHIC AVAILABILITY

IntraLATA presubscription ("ILP") is available in all LATA's where TELEXFREE will provide its resold and facility-based (UNE based) telecommunications services within the State of Tennessee. ILP will be available in all exchanges of the underlying local exchange carrier where TELEXFREE provides local resale, facilities-based and UNE based services.

III. IMPLEMENTATION SCHEDULE

TELEXFREE intends to offer dialing parity for IntraLATA toll calls upon the later of: (i) 30 days after TRA approves the Company's Plan, or (ii) the commencement of the provision of local exchange services. TELEXFREE will be offering exchange services as a reseller and UNE based provider, and will rely upon the capabilities of the underlying incumbent local exchange company ("ILEC") to provide intraLATA toll dialing parity. Accordingly, the Company's retail customers may chose an IXC that has established itself as an access customer under the underlying ILEC's access tariff.

IV. CARRIER SELECTION PROCESS

TELEXFREE will implement full 2-PIC ("primary Interexchange Carrier") capability for interLATA and intraLATA presubscription. The full 2-PIC methodology allows customers to presubscribed to one carrier for intraLATA toll calls, and the same or a different carrier for Inter LATA toll calls.

TELEXFREE will ensure that new customers have the opportunity to choose their intraLATA toll carrier. Company employees who communicate to the public, accept orders and serve in customer service capacities will explain the availability of the 2-PIC equal access and intraLATA toll duality parity. Such employees will also assist customers in making an initial PIC choice, or in changing the PIC choice for intraLATA and interLATA toll calls.

A. Existing Customers

TELEXFREE has no existing customers in Tennessee

B. New Customers

A new customer contacting TELEXFREE to request new local exchange service will be advised of the opportunity to choose both an intraLATA and interLATA toll provider. If requested by the customer, TELEXFREE will provide a competitively neutral list of participating telecommunications carriers that provide intraLATA toll services in the customer's exchange. A new customer who does not select an intraLATA toll carrier will be identified as "no-PIC", and will NOT be automatically defaulted to a carrier. A "no-PIC" customer will be unable to make intraLATA toll calls on a 1+ or 0+ dialed basis, and will be required to dial the access code of a carrier (101XXXX) to place intraLATA toll calls until the customer chooses an intraLATA toll carrier.

V. CARRIER NOTIFICATION

IXC's will be notified via letter that they must contact TELEXFREE directly if an end-user using the Company's resold or UNE based services desires to change to that IXC. TELEXFREE will obtain a list of current IXC's from the TRA for mailing to all currently certificated IXC's. As a reseller, the Company will not have any access services or carrier customers in Tennessee who need to be informed of the availability of duality parity. Should TELEXFREE provide access services as a UNE or facilities-based provider, the Company's access customers will be informed of the availability of dialing parity.

VI. PIC CHANGE CHARGE

The charge for a PIC change will be stated in the Company's tariff, and will be filed with the TRA.

EXHIBIT I
NUMBERING ISSUES

NUMBERING ISSUES

1. **What is your Company's expected demand for NXX's per NPA within a year of approval of your application?**

TELEXFREE expects demand for NXX's per NPA, within a year after approval of its Application to be approximately one quarter (1/4) NXX block of 500 per rate center in each NPA where the Company intends to provide service (*see question #3*) with exception.

2. **How many NXX's do you estimate that you will request from NANPA when you establish your service footprint?**

TELEXFREE estimates it will request a total of approximately one (1) block of NXX's from NANPA when establishing its service footprint in Tennessee. Under the current environment, without number pooling, TELEXFREE will need to obtain one (1) blocks of 1,000 NXX's or a total of 1,000 NXX's to meet its market requirements.

3. **When and in what NPA do you expect to establish your service footprint in Tennessee?**

TELEXFREE currently expects to establish its footprint in Tennessee in the following NPA's by December 2014: Nashville (615 & 931); Memphis (731 & 901); Chattanooga (423) and Knoxville (423 & 865).

4. **Will the Company sequentially assign telephone numbers within NXX's?**

As a general rule, TELEXFREE will sequentially assign telephone numbers within NXX's; however, in instances when a customer initiates the selection of non-sequential numbers, TELEXFREE will evaluate the request on a case-by-case basis. If TELEXFREE accepts the request, it will assign the non-sequential numbers from its existing inventory.

5. **What measures does the Company intend to take to conserve Tennessee numbering resources?**

TELEXFREE intends to take the following steps to conserve Tennessee numbering resources:

- (a) **Local Number Portability (LNP).** TELEXFREE currently projects that a significant number of its new customer base will be obtained through the conversion of customers with existing telephone service from other carriers. TELEXFREE estimates that the majority of these customers will elect to retain their existing phone numbers, thereby reducing the net amount of new telephone numbers that need to be released to serve the same population of customers.

(b) **Advanced Inventory management Systems.** Pursuant to TELEXFREE internal numbering policy, TELEXFREE will return telephone numbers to the internal modern inventory management system after actual customer disconnections and sixty (60) days of playing the number change announcement. These numbers will then be immediately available for reuse.

(c) **Number Pooling.** TELEXFREE will support Number Pooling where available. TELEXFREE will initially check with the internal inventory management system before using new numbering resources. In addition, TELEXFREE will return those blocks of NXX's that are not used by TELEXFREE within a reasonable amount of time.

6. When ordering new NXX's for growth, what percentage fill of an existing NXX does the Company use to determine when a request for a new NXX be initiated?

When ordering new NXX's for growth, TELEXFREE intends to use 90% fill of an existing NXX to determine when a request for new NXX's will be initiated. The TELEXFREE algorithm used to calculate the percentage-fill trigger for ordering new NXX's is a function of current TELEXFREE consumption rates, future market projections for that region and estimated timeframes for obtaining new NXX's. TELEXFREE strives to implement one of the most efficient operational systems in the industry and will continue to optimize the ordering of new NXX's as the variable rates change to preserve Tennessee numbering resources.

EXHIBIT J
OPERATIONAL ISSUES

TENNESSEE SPECIFIC OPERATIONAL ISSUES

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

The Company will follow industry standard guidelines in complying with the toll-free countywide calling requirements in TCA §65-21-114. Specifically, the Company is developing an internal Operational Support System (OSS) that will measure all basic and toll free calls by length of call, time of day call is placed, and distance called. This data will be compiled and collected along with Call Detail Records (CDR) and the data in the company's pre-loaded database containing Tennessee Countywide Calling Information (TCCI), and then processed by the internal billing mediation systems to determine the billable calls. In Tennessee, countywide calls will NOT be assessed a toll charge.

- 2. Is the Company aware of the Countywide Calling Database maintained by BellSouth and the procedures to enter your telephone numbers into that database?**

If necessary and as part of the interconnection implementation process, the Company will coordinate with BellSouth to identify and follow applicable procedures for entry of the Company's telephone numbers into BellSouth's Tennessee Countywide Calling Database.

- 3. How does your Company intend to provide metro are toll-free calling ("MAC") around Memphis, Nashville, Knoxville and Chattanooga?**

The Company's practice has been to establish toll-free local calling scopes which meet or exceed the toll-free local calling scopes of the Incumbent Local Exchange Carrier serving in the same market area. The Company anticipates following this practice for its Tennessee operations.

- 4. Is the Company aware of the MAC database maintained by BellSouth and the process and procedures to enter your telephone numbers into the database?**

As part of the interconnection implementation process, the Company will coordinate with BellSouth to identify and follow applicable procedures for entry of the Company's telephone numbers into BellSouth's MAC database.

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

The individual in charge of responding to customer complaints will be Jennifer Menge. The Company currently has 877-925-2748 as its primary toll free number for complaints.

- 6. Does the Company intend to telemarket its services in Tennessee? If yes, is the Company aware of the telemarketing statutes and regulations found in TCA §65-4-401 *et. seq.* and Chapter 1220-4-11?**

The Company does not currently have any plans to telemarket its services in Tennessee. If, however, these plans change, the Company's telemarketing practices will comply with both Federal and Tennessee statutes and regulations.

EXHIBIT K
PRE-FILED TTESTIMONY
OF
JAMES MERRILL

1 STATE OF TENNESSEE
2
3 BEFORE THE TENNESSEE REGULATORY AUTHORITY
4

5 DOCKET NO. _____
6

7 Application of TELEXFREE LLC)
8 For a Certificate of Public Convenience and Necessity)
9 to Provide Interexchange Telecommunications Services)

10
11
12
13 TELEXFREE LLC

14
15 Testimony of

16
17 JAMES MERRILL
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1 **Q. PLEASE STATE YOUR NAME, BUSINESS ADDRESS AND TELEPHONE**
2 **NUMBER.**

3 **A.** My name is JAMES MERRILL. My business address is 225 Cedar Hill Street,
4 Marlborough, MA 01752. My telephone number is (508) 460-3333.

5 **Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

6 **A.** I am the founder and Managing Member for TelexFREE LLC (“Telex”), the Applicant in
7 this proceeding.

8 **Q. WHAT ARE YOUR RESPONSIBILITIES WITH TELEX CORPORATION?**

9 **A.** As Managing Member of TELEX, I am responsible for TELEX’s day-to-day operations,
10 excluding sales and marketing, for the company’s ongoing profitability.

11 **Q. PLEASE DESCRIBE YOUR PREVIOUS PROFESSIONAL EXPERIENCE.**

12 I have extensive professional and industry specific experience necessary to ensure
13 TELEX’s continued success including twelve (10) years of dealing with complex long
14 distance, VoIP and consumer products. Since 2012 I have managed the financial affairs
15 of TELEXFREE. I have experience in business practice management, processes, finance,
16 marketing, customer service, VoIP and international long distance.

17 **Q. HAS TELEX REGISTERED TO DO BUSINESS IN TENNESSEE?**

18 **A.** Yes, TELEX has obtained authorization from the Tennessee SOS.

1 **Q. ARE YOU FAMILIAR WITH THE APPLICATION SUBMITTED BY YOUR**
2 **COMPANY TO THE TENNESSEE REGUALTORY AUTHPRITY?**

3 **A. Yes, I am.**

4 **Q. DO YOU CONFIRM THE STATEMENTS AND REPRESENTATIONS MADE IN**
5 **THAT APPLICATION?**

6 **A. Yes, I do.**

7 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS PROCEEDING?**

8 **A. My testimony addresses TELEX, Inc.'s practices and proposed Tennessee services, and**
9 **demonstrates that TELEX possesses the financial, technical, managerial, and operational**
10 **capabilities to operate as a provider of Interexchange telecommunications services in**
11 **Tennessee, as well as TELEX's intent to comply with all applicable TRA regulations.**

12 **Q. PLEASE DESCRIBE THE AUTHORITY THAT TELEX SEEKS FROM THE**
13 **TENNESSEE REGULATORY AUTHORITY.**

14 **A. TELEX, Inc. seeks a certificate of authority to provide resold interexchange**
15 **telecommunications services throughout the State of Tennessee.**

16 **Q. IN WHAT GEOGRAPHIC AREA DOES TELEX REQUEST AUTHORITY TO**
17 **PROVIDE LOCAL EXCHNAGE AND INTEREXCHANGE SERVICES?**

18 **A. TELEX request authority to provide services on a statewide basis as described in the**
19 **Application.**

1 **Q. HAS TELEX OR ITS AFFILIATES BEEN AUTHORIZED TO PROVIDE SUCH**
2 **SERVICE IN ANY OTHER JURISDICTIONS?**

3 **A.** Yes, TELEX is authorized to provide such services in both California, Missouri, Texas,
4 Michigan, Illinois, Missouri and Iowa. TELEX currently has a pending petitions in an
5 additional 20 states.

6 **Q. HAS TELEX EVER BEEN DENIED AUTHORIZATION BY A STATE**
7 **REGULATORY AGENCY?**

8 **A.** No, TELEX has never been denied authorization by any State or Federal regulatory
9 agency.

10 **Q. HAS TELEX PROVIDED SERVICE UNDER ANY OTHER NAME?**

11 **A.** TELEX has not provided telecommunications services under any other name.

12 **Q. HAVE ANY COMPLAINTS OR JUDGEMENTS BEEN LEVIED AGAINST THE**
13 **COMPANY?**

14 **A.** No complaints or judgments have been levied against the company.

15 **Q. PLEASE DESCRIBE THE CORPORATE STRUCTURE OF TELEX**

16 **A.** TelexFREE, LLC is a Limited Liability Company organized under the laws of the State
17 of Nevada. TELEX's Articles of Formation are attached to the application. TELEX
18 currently employs 7 individuals in administration, sales and marketing, accounting, and
19 operations positions at its headquarters in Massachusetts. TELEX has not or does not
20 currently provide service in Tennessee under any other name.

1 **Q. PLEASE ADDRESS TELEX'S MANAGERIAL AND TECHNICAL QUALIFICA-**
2 **TIONS.**

3 **A.** TELEX possesses the managerial and technical qualifications to provide local exchange
4 and Interexchange telecommunications service in Tennessee. TELEX's management team
5 has considerable experience in marketing, network operations, financial
6 analysis/accounting, customer service, training, sales, regulatory, and other relevant
7 areas. A description of the telecommunications experience and expertise of TELEX's
8 key management personnel is attached to the Application. As the resumes of TELEX's
9 key personnel reflect, these individuals have substantial experience in various aspects of
10 telecommunications operations. Each member of TELEX's management team will draw
11 upon his or her own experience, as well as the collective experience of the entire
12 management team, to ensure that TELEX is managed and operated efficiently and
13 profitably.

14 **Q. PLEASE DESCRIBE TELEX'S FINANCIAL QUALIFICATIONS.**

15 **A.** TELEX is financially qualified to provide the proposed telecommunications services
16 within Tennessee. (Please see Financial Statements attached to the Application).

17 **Q. PLEASE DESCRIBE THE TYPES OF SERVICES THAT TELEX PROPOSES TO**
18 **OFFER IN TENNESSEE.**

19 **A.** TELEX seeks authority to provide competitive Interexchange telecommunications
20 services through resale. TELEX intends to offer mainly voice and data communications
21 services, including but not limited to providing basic long distance telephone service,

1 operator assisted calling services and VoIP services to its residential and business
2 customers.

3 **Q. WILL TELEX PROVIDE THESE SERVICES TO ALL CONSUMERS WITHIN**
4 **ITS SERVICE AREA?**

5 **A.** The Company will primarily provide services to business customers such as internet
6 service providers and other enhanced service providers.

7 **Q. WILL TELEX's PROPOSED INTEREXCHANGE TARIFFS CONTAIN ALL**
8 **MATERIAL TERMS AND CONDITIONS APPLICABLE TO PROVISIONING**
9 **OF ITS ARRAY OF SERVICES?**

10 **A.** Yes, all applicable terms and conditions, including those required by the Authority, will
11 be set forth in the Company's proposed tariff. TELEX understands that it will be
12 necessary for it to obtain Authority approval of its interexchange tariff prior to providing
13 such services in Tennessee.

14 **Q. WHAT FACILITIES WILL TELEX USE TO PROVIDE ITS PROPOSED**
15 **SERVICES?**

16 **A.** TELEX initially will offer its services through agreements with other competitive
17 carriers.

18 **Q. HOW WILL TELEX PROVIDE THESE SERVICES?**

19 **A.** TELEX will resell or utilize the services of existing facilities-based national
20 interexchange carriers in Tennessee, including the services offered by incumbent local
21 exchange carriers ("ILECs") and other competitive local exchange carriers ("CLECs").
22 TELEX currently has no plans to own facilities in Tennessee therefore only seeks
23 authority to provide resold Interexchange telecommunications services in Tennessee.

1 **Q. WHAT GEOGRAPHIC AREAS WILL TELEX SERVE?**

2 **A. TELEX seeks authority to provide resold interexchange services throughout the state of**
3 Tennessee.

4 **Q. HOW DOES TELEX INTEND TO MARKET ITS SERVICES?**

5 **A. TELEX intends to utilize in-house marketing staff as well as outside salespersons and**
6 agents.

7 **Q. DOES TELEX PLAN TO OFFER LOCAL EXCHANGE SERVICES IN AREAS**
8 **SERVED BY AN INCUMBENT EXCHANGE TELEPHONE COMPANY WITH**
9 **FEWER THAN 100,000 ACCESS LINES?**

10 **A. No.**

11 **Q. HOW WILL TELEX RESPOND TO CUSTOMER INQUIRIES AND**
12 **COMPLAINTS?**

13 **A. TELEX will handle customer service orders, requests, inquiries, and/or complaints**
14 through its national toll-free number 888-670-4890. This number will be printed on
15 customer invoices. TELEX's customer service center is currently available between the
16 hours of 8:00 am to 6:00 pm EST Monday through Friday, as well as 9:00 am to 2:00 pm
17 Saturday, and is staffed by knowledgeable customer service representatives. As the
18 Company's customer base grows, the Company will establish a customer service center
19 that is available twenty-four hours a day, seven days a week. Resolution and/or
20 escalation of customer service complaints will be handled in conformity with applicable
21 TRA regulations.

1 **Q. WHO IS THE PERSON WITHIN TELEX THAT IS RESPONSIBLE FOR THE**
2 **HANDLING OF CONSUMER COMPLAINTS, INCLUDING THOSE THAT**
3 **MAY BE FORWARDED TO THE COMPANY BY THE TRA?**

4 **A.** Initially, that individual will be Daniel Goes, Customer service manager. **Her** toll-free
5 number is 800-994-0015.

6 **Q. HOW WILL TENNESSEE CONSUMERS BENEFIT FROM TELEX SERVICES?**

7 **A.** Granting of TELEX's Application will introduce a telecommunications service provider
8 committed to providing high quality, innovative, and technologically advanced services
9 that will further increase telecommunications services in Tennessee. TELEX's network
10 with utilize state-of-the-art technology. TELEX's service offerings will increase
11 consumer choice, improve the quality and efficiency in telecommunications services and
12 will likely lead to the reduction of consumer costs, as well as stimulate development of
13 additional services by providing competitive incentives to other providers. Thus, granting
14 TELEX's application is in the public interest.

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1 **Q. IF AUTHORIZED TO PROVIDE COMPETITIVE TELECOMMUNICATIONS**
2 **SERVICES, WILL TELEX ABIDE BY THE RULES, REGULATIONS,**
3 **POLICIES AND ORDERS OF THE TRA, AND THE LAWS OF THE STATE OF**
4 **TENNESSEE, IN ITS PROVISION OF COMPETITIVE INTRASTATE LOCAL**
5 **EXCHANGE AND INTEREXCHANGE SERVICES, AS NOW ADOPTED OR**
6 **THAT MAY BE ADOPTED?**

7 **A.** Yes we will. As a new player in the competitive telecommunications industry, TELEX
8 will provide service in the State in full compliance with any and all rules and regulations
9 that have been or may be adopted relating to the provision of local exchange and
10 Interexchange services, as well as any other applicable state or federal rules, regulations,
11 or statutes. TELEX will also comply with all statutory and TRA requirements, where
12 applicable, including the filing of tariffs; customer notification of rate increases; customer
13 billing and credit issues; access to 9-1-1 services; access to telecommunications for
14 persons with disabilities; pay-per-call services; and the filing of regulatory reports and the
15 payment of regulatory assessments, the preservation of records and procedures governing
16 the establishment of credit, billing, deposits, termination of service, and issuance of
17 telephone directories. TELEX does not plan to offer pay per call services.

1 **Q. HOW WILL TELEX GUARD AGAINST SLAMMING?**

2 **A.** As a new competitive entrant into the market, TELEX has never had an incident of
3 slamming or any other form of customer complaint. TELEX will comply with Tennessee
4 law and the recently revised Federal Communications Commission's ("FCC's")
5 regulations regarding how carriers may change a consumer's local exchange carrier or
6 Primary Interchange Carrier ("PIC"), pursuant to 47 C.F.R. §64.110 *et seq.*. In general,
7 primary local exchange carrier or PIC changes will require the customer's signature.

8 **Q. WHO IS KNOWLEDGEABLE ABOUT THE COMPANY'S OPERATIONS AND**
9 **WILL SERVE AS THE COMPANYS REGULATORY CONTACT?**

10 **A.** Mr. Joseph Isaacs, our Telecommunications Consultant will serve as the primary point of
11 contact with the TRA. His direct phone number is 727-738-5553.

12 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

13 **A.** Yes, it does. I reserve the right, however, to amend or modify my testimony, as
14 appropriate.

15 **---END OF TESTIMONY---**

EXHIBIT L
PROPOSED INTEREXCHANGE TARIFF

TELECOMMUNICATIONS SERVICES

RESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICES
AND RULES AND REGULATIONS
GOVERNING SERVICE

This tariff is on file with the Tennessee Regulatory Authority.
In addition, the tariff may be inspected, during normal business hours, at

TelexFREE, LLC
225 Cedar Hill Street, Suite 200, Marlborough, MA 01752
Toll Free Telephone Number: 1-888-670-4890

Issued: March 17, 2014
Issued By:

Effective:

Jim Merrill, Managing Member
TelexFREE, LLC
225 Cedar Hill St., Suite 200
Marlborough, MA 01752

CHECKLIST

Tariff sheets are effective as of the date shown. Revised sheets as named below contain all changes from the original tariff that are in effect on the date thereof.

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3	Original	25	Original
4	Original	26	Original
5	Original	27	Original
6	Original	28	Original
7	Original	29	Original
8	Original	30	Original
9	Original	31	Original
10	Original	32	Original
11	Original	33	Original
12	Original	34	Original
13	Original	35	Original
14	Original		
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17	Original		
18	Original		
19	Original		
20	Original		
21	Original		
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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

- (C) To signify **changed** condition or regulation
- (D) To signify **deleted or discontinued** rate, regulation or condition
- (I) To signify a change resulting in an **increase** to a Customer's bill
- (M) To signify that material has been **moved from** another Tariff location
- (N) To signify a **new** rate, regulation condition or sheet
- (R) To signify a change resulting in a **reduction** to a Customer's bill
- (T) To signify a change in **text** but no change to rate or charge

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TARIFF FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the heading of each sheet. Sheets are numbered sequentially. However, occasionally, when a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its Tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of code 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.
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- 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 if a particular sheet is the most current on file with the Commission.

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APPLICATION OF TARIFF

This Tariff contains the rates, terms and conditions applicable to the provision of specialized resold intrastate common carrier telecommunications services by LMK COMMUNICATIONS LLC between various locations within the State of Tennessee.

All services are interstate offerings. Intrastate service is an add-on service available only if the Customer subscribes to the Company's interstate offerings.

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Marlborough, MA 01752

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Account Code: A numerical code, one or more of which are available to a Customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

Called Station: The terminating point of a call (i.e., the called number).

Calling Card: A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

Commission: Tennessee Regulatory Authority

Company: TelexFREE, LLC ("Telex")

Credit Card: A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

Customer: The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

Dedicated Access: Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

Disconnect or Disconnection: The termination of a circuit connection between the originating station and the called station or the Company's operator.

Subscriber: See "Customer" definition.

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TelexFREE, LLC
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SECTION 2 - RULES AND REGULATIONS

2.1. UNDERTAKING OF THE COMPANY

- 2.1.1. Company's services are furnished for telecommunications originating and/or terminating in any area within the State of Tennessee.
- 2.1.2. Company is a non-facilities-based provider of resold interexchange telecommunications to Customers for their direct transmission and reception of voice, data, and other types of communications.
- 2.1.3. Company resells access, switching, transport, and termination services provided by interexchange carriers.
- 2.1.4. Subject to availability, the Customer may use account codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.
- 2.1.5. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.6. Request for service under this Tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.

2.2. LIMITATIONS OF SERVICE

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.

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TelexFREE, LLC
225 Cedar Hill St., Suite 200
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SECTION 2 - RULES AND REGULATIONS, Continued

2.2. LIMITATIONS OF SERVICE, Continued

- 2.2.2. Company reserves the right to immediately disconnect service without incurring liability when necessitated by conditions beyond the Company's control or when the Customer is using the service in violation of either the provisions of this Tariff or the Commission rules.
- 2.2.3. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.
- 2.2.5. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.6. The Company reserves the right to refuse an application for service by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

2.3. USE

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited.

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225 Cedar Hill St., Suite 200
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SECTION 2 - RULES AND REGULATIONS, Continued

2.3. USE, Continued

- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.
- 2.3.3. Application for service may be made verbally or in writing. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.
- 2.3.4. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

2.4. LIABILITIES OF THE COMPANY

- 2.4.1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission occur. For the purpose of computing such amount, a month is considered to have thirty (30) days. To the extent permitted by law, the Company will in no event be responsible for any indirect, incidental, consequential, reliance, special, lost revenue, lost savings, lost profits, or exemplary or punitive damages, regardless of the form of action, whether in contract, tort, negligence of any kind whether active or passive, strict liability or otherwise. The terms of this Section shall apply notwithstanding the failure of any exclusive remedy.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.2. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.
- 2.4.3 Except as expressly warranted in writing by Company, Company makes no warranty or guarantee, express or implied, and Company expressly disclaims any implied warranties of merchantability and fitness for a particular purpose.
- 2.4.4. Company shall be indemnified and held harmless by the Customer against:
 - A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
 - B. Claims for patent infringement arising from combining or connecting company's facilities with apparatus and systems of the Customer; and
 - C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.
- 2.4.5. The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.6. Company shall not be liable for and the Customer indemnifies and holds harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.
- 2.4.7. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- 2.4.8. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this Tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.

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Jim Merrill, Managing Member
TelexFREE, LLC
225 Cedar Hill St., Suite 200
Marlborough, MA 01752

SECTION 2 - RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.9. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the Company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Tennessee law. The Company shall not be responsible for claims made outside the thirty (30) day period. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.
- 2.4.10. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. INTERRUPTION OF SERVICE

- 2.5.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4., herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
- 2.5.2. For purposes of credit computation for leased facilities, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours.
- 2.5.3. The subscriber shall be credited for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula: $\text{Credit} = (A/720) \times B$

A - outage time in hours

B - total monthly charge for affected utility

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SECTION 2 - RULES AND REGULATIONS, Continued

2.6. RESTORATION OF SERVICE

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

2.7. MINIMUM SERVICE PERIOD

The minimum service period is one month (30 days).

2.8. PAYMENTS AND BILLING

- 2.8.1. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until canceled by the Customer.
- 2.8.2. The Customer is responsible in all cases for the payment of all charges for services furnished to the Customer. Charges are based on actual usage, and are billed monthly in arrears.
- 2.8.3. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty (30) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance, and may be subject to additional collection agency fees.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.8. PAYMENTS AND BILLING, Continued

- 2.8.4. A charge of \$20.00 will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.
- 2.8.5. Billing disputes should be addressed to Company's customer service organization via telephone. Customer service representatives are available from 8:00 AM to 6:00 P.M. Central Time. Messages may be left for Customer Services from 5:01 PM to 7:59 AM Central Time, which will be answered on the next business day. In the event of an emergency that threatens customer service, Customer Service Staff may be paged.
- 2.8.6. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:
 - A. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
 - B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Tennessee Regulatory Authority for its investigation and decision.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.9. CANCELLATION BY CUSTOMER

- 2.9.1. Customer may cancel service by providing written notice to Company thirty (30) days prior to cancellation.
- 2.9.2. Customer is responsible for usage charges and associated local exchange company charges, if any, while still connected to the Company's service, even if the customer utilizes services rendered after the Customer's request for cancellation has been made.
- 2.9.3. Any non-recoverable cost of Company expenditures shall be borne by the Customer if:
 - A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed upon with the Customer for the non-recoverable portions of expenditures; or
 - B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
 - C. If based on an order for service and construction has either begun or has been completed, but no service provided.

2.10. CANCELLATION BY COMPANY

- 2.10.1. Company reserves the right to immediately discontinue furnishing the service to Customers without incurring liability:
 - A. In the event of a condition determined to be hazardous to the Customer, to other customers of the utility, to the utility's equipment, the public or to employees of the utility; or

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SECTION 2 - RULES AND REGULATIONS, Continued

2.10. CANCELLATION BY COMPANY, Continued

2.10.1. Continued

- B. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or
- C. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or
- D. For unlawful use of the service or use of the service for unlawful purposes; or
- E. If the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past, current or planned use of Company's services.

2.10.2. Company may discontinue service according to the following conditions upon five (5) days' notice:

- A. For violation of Company's filed tariffs; or
- B. For the non-payment of any proper charge as provided by Company's Tariff; or
- C. For Customer's breach of the contract for service between the utility and Customer.

2.10.3. The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies available to the Company set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.10. CANCELLATION BY COMPANY, Continued

- 2.10.4. The Company may refuse to permit collect calling, calling card and third-number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

2.11. INTERCONNECTION

- 2.11.1. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.11.2. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.

2.12. DEPOSITS AND ADVANCE PAYMENTS

To ensure payment for services, the Company may at any time and at its sole discretion require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of its responsibility for prompt payment of bills. Deposits will only be asked for on dedicated services. Customer deposits would consist of a one week letter of credit, inclusive of one week prepaid estimated usage to be adjusted as usage increases.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.13. CREDIT LIMIT

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of Services for any monthly period.

2.14. TAXES

The applicable Gross Revenue Surcharge rates and Metropolitan Transportation Business Tax Surcharge (MTA) tax rates are shown in an Appendix attached to this tariff. Any changes to these rates will be filed on fifteen (15) days' notice to the Commission, or as directed by the Commission. Customers will be notified of any changes by bill insert or separate mailing no later than the first billing period following the date of the change. Whenever the state levies a new tax on the Company's gross revenues, repeals such a tax, or changes the rate of such tax, the Commission may approve new surcharge factors, and the Company will file revised surcharges as directed by the Commission.

2.15. SCHOOLS AND LIBRARIES DISCOUNT PROGRAM

- 2.15.1. The Schools and Libraries Discount program permits eligible schools (public, private, grades Kindergarten through 12) and libraries to purchase the Company's services offered in this tariff at a discounted rate, in accordance with the Rules adopted by the F.C.C. in its Universal Service Order 97-157, issued May 8, 1997 and the Tennessee Regulatory Authority in its Opinion and Order 97-11 Adopting Discounts for Services for Schools and Libraries, issued June 25, 1997. The Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.500 *et. seq.*

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SECTION 2 - RULES AND REGULATIONS, Continued

2.15. SCHOOLS AND LIBRARIES DISCOUNT PROGRAM, Continued

2.15.2. As indicated in the Rules, the discounts will be between twenty (20) and ninety (90) percent of the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A school's level of economic disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program, and a library's level of economic disadvantage will be calculated on the basis of school eligibility in the public school district in which the library is located. A non-public school may use either eligibility for the national school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. To be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the Rules. Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

2.15.3. Obligations of eligible schools and libraries are as follows:

- A. Schools and libraries and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.
- B. Schools and libraries and consortia shall submit requests for services to the Schools and Libraries Corporation, as designated by the FCC, and follow established procedures.
- C. Services requested will be used for educational purposes.
- D. Services will not be sold, resold or transferred in consideration for money or any other thing of value.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.15. SCHOOLS AND LIBRARIES DISCOUNT PROGRAM, Continued

2.15.4. Obligations of the Company are as follows:

- A. Company will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this tariff. Those services contained in this tariff which are excluded from the discount program, in accordance with the Rules are included as an attachment to this tariff.
- B. The Company will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).
- C. In competitive bidding situations, the Company may offer flexible pricing or rates other than in this tariff, where specific flexible pricing arrangements are allowed, subject to Tennessee Regulatory Authority approval.

2.15.5. Discounted rates for schools and libraries will be based on the following:

- A. Discounts for eligible schools and libraries and consortia shall be set as a percentage from the pre-discount price, which is the price of services to schools and libraries prior to application of a discount.
- B. The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries or consortia.
- C. The discount rate is based on each school or library's level of economic disadvantage as determined in accordance with the F.C.C. Order or other federally approved alternative measures (as permitted by the Rules) and by its location in either an urban or rural area.
- D. The discount matrix for eligible schools, libraries and consortia is included as an attachment to this tariff.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.16. HEALTH CARE PROVIDERS' SUPPORT PROGRAM

2.16.1. General

The purpose of the Health Care Providers Support Program is to enable public and non-profit rural health care providers to have access to telecommunications services necessary for the provision of health care services at rates comparable to those paid for similar services in urban areas. The Health Care Providers Program offers eligible public and non-profit health care providers located in rural areas reduced rates for Company intrastate services available in this Tariff. Such Services must be purchased in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and codified at 47 Code of Federal Regulations (C.F.R.) 54.601 *et. seq.* and any amendments made thereto.

- A. To be eligible for the reduced rates, rural health care providers are required to comply with the terms and conditions set forth in the FCC rules.
- B. Reduced rates are available only to the extent that they are funded by the federal universal service fund.
- C. Eligible rural health care providers may aggregate demand with other entities to create a consortium. Universal service support shall apply only to the portion of eligible service used by an eligible health care provider.
- D. Responsibility of eligible health care providers:
 - 1. Rural health care providers and consortia shall participate in a competition bidding process for all services eligible for reduced rates in accordance with any state and local procurement rules.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.16. HEALTH CARE PROVIDERS' SUPPORT PROGRAM, Continued

2.16.1. General, Continued

D. Responsibility of eligible health care providers, Continued

2. Rural health care providers and consortia shall submit requests for services to the program Administrator, as designated by the FCC, and follow established procedures.
3. Services requested must be used for purposes related to the provision of health care services or instruction that the health care provider is legally authorized to provide under the law.
4. A health care provider that cannot obtain toll-free access to an Internet service provider and who is eligible for support for limited toll-free access under the Rules must certify that it lacks toll-free Internet access and that it is an eligible health care provider.
5. Services cannot be sold, resold or transferred in consideration for money or any other thing of value.

E. Responsibility of the Company:

1. The Company shall offer the rates and charges as specified in Section 4 to eligible health care providers to the extent that facilities and Services are available and offered.
2. The Company shall offer services to eligible rural health care providers and consortia at prices no higher than the highest urban rate as defined in the FCC Order and Rules.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.16. HEALTH CARE PROVIDERS' SUPPORT PROGRAM, Continued

2.16.1. General, Continued

E. Responsibility of the Company, Continued

3. In competitive bidding situations, where specific flexible pricing arrangements are allowed, the Company may offer flexible pricing (to determine the reduced rate) subject to Tennessee regulatory Authority approval.

2.16.2. Rates and Charges

The following price adjustments will be available to eligible rural health care providers, except subparagraph C., which shall be available to all eligible health care providers, regardless of location.

- A. A reduced rate for telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, not to exceed the highest tariffed or publicly available rate charged to a commercial customer for a similar service provided over the same distance in the nearest city in State of Tennessee with a population of at least 50,000.
- B. An exemption from some mileage charges for any telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, that is necessary for the provision of health care services. The exempted mileage includes the distance between the rural health care provider and the most distant perimeter of the nearest city in State of Tennessee with a population of 50,000 or more, less the standard urban distance, which is the maximum average diameter of all cities with population of 50,000 or more in the state.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.16. HEALTH CARE PROVIDERS' SUPPORT PROGRAM, Continued

2.13.2 Rates and Charges, Continued

- B. Each eligible health care provider that cannot obtain toll-free access to an Internet service provider is entitled to receive toll charge credits for toll charges imposed for connecting to an Internet service provider as per the FCC Rules. Such toll charges are available pursuant to applicable toll tariffs.

2.17. FLEXIBLE PRICING

- 2.17.1 Flexible pricing sets minimum and maximum rates that can be charged for telephone service. The Company may change a specific rate within the established range of rates on one day's notice to Customers and the Commission.
- 2.17.2 The Company may change prices at any time subject to regulatory requirements by filing a revised Effective Rate Schedule, Addendum, with the Commission. A rate shall not be changes unless it has been in effect for at least thirty (30) days.
- 2.17.3 Individual written notice to Customers of rate changes shall be made in accordance with Commission regulations.
- 2.17.4 A Customer may request that the Company disconnect service that is provided under the flexible pricing due to a price increase. The Customer will be credited for the difference between the new price and the old price retroactive to the effective date of the price increase if the Customer notifies the Company of its desire to disconnect service within twenty (20) days of receiving notification of the price increase.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1. TIMING OF CALLS

- 3.1.1. The Customer's long-distance usage charge is based on the actual usage of Company's service. Usage begins when the called party answers, (i.e. when any two-way communication, often referred to as "conversation time" is possible). When the called party answers is determined by hardware supervision in which the local telephone company sends a signal to the carrier's switch or the software utilizing audio tone detection. When software answer supervision is employed, up to sixty (60) seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when either the called or calling party hangs up.
- 3.1.2. The minimum call duration for billing purposes for all calls is eighteen (18) seconds with six (6) second billing increments thereafter.
- 3.1.3. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.
- 3.1.4. There is no billing for incomplete calls.

3.2. MINIMUM CALL COMPLETION RATE

Customers can expect a call completion rate of not less than ninety (90) percent during peak use periods for all Feature Group D Equal Access "1 plus" services. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.4 DISTANCE CALCULATIONS

- 3.3.1. Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.
- 3.3.2. 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 Company uses the rate centers that are produced by Bell Communications Research in the NPA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4.

Formula:

$$\sqrt{\frac{(V1-V2) + (H1 - H2)}{10}}$$

3.4. SERVICE OFFERING

3.4.1. Switched Access Services

Switched access services allows a customer to establish a communications path between two stations by using uniform dialing plans, as well as access to operator assisted calling.

A. Inbound Switched Service

Inbound switched service receives inbound intrastate calls on switched access lines using 800, 866, 877 or 888 number(s).

B. Outbound Switched Service

Outbound switched service sends outbound intrastate calls on switched access lines by dialing "1+ten digits" for InterLATA calls.

- 3.4.2 Operator Services is a service offering subscribers access to operator assisted calling including person-to- person, collect, station-to-station and third number billed calls.

- 3.4.3 Directory Assistance is offered as an ancillary service exclusively to the Company's customers. Directory Assistance is accessible by dialing "1", the area code of the desired number and "555-1212."

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.5. PROMOTIONS

The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. The 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; provided, however, all promotional offerings shall be approved by the Commission with specific starting and ending dates, and made part of this Tariff.

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SECTION 4 - RATES

4.1. SERVICE CHARGES

General Rate Information

4.1.1 Call Duration

Customers shall be charged a minimum amount for all completed calls equivalent to 6 seconds of their subscribed rate plan with a minimum charge for an initial 18 second interval.

4.1.2 RBOC - ITC Surcharge

Dedicated rates pursuant to this tariff are based upon the condition that the Customer will terminate at least 80% of Customer's total termination usage and originate at least 85% of the Customers total origination usage through a tandem owned and operated by a Regional Bell Operating Company ("RBOC"). The Company shall apply a surcharge of three cents (\$0.03) per minute of use to the number of minutes that exceed twenty (20%) percent of the total non-RBOC termination minutes and four cents (\$0.04) per minute of use to the number of minutes that exceed fifteen (15%) percent of the total Non-RBOC origination minutes.

4.1.3 Charge for Non-Billable Toll Free Calls

If a Customer's usage of a toll-free number results in the non-billable (non-completed) calls for such toll-free number in any month to be greater than seven (7%) percent of the billable completed calls for such toll-free number in that month, the Company may charge the Customer a non-discounted two cent (\$0.02) charge for each non-billable call.

4.1.4 Toll-Free Minimum Usage Charge

If a customer does not use \$100.00 of switched inbound toll-free usage in a billing month, then a fifteen (\$15.00) dollar minimum usage charge will be billed for each toll-free number terminating to switched local telephone line(s) reserved for the Customer.

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SECTION 4 - RATES

4.2 RATE SCHEDULES

4.2.1 Inbound Switched Service

Inbound Switched Service - \$0.089 per minute

4.2.2 Outbound Switched Service

Outbound Switched Service - \$0.059 per minute

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SECTION 4 - RATES

4.3 ANCILLARY CHARGES

	<u>MRC</u>	<u>NRC</u>
Outbound Account Codes (non-verified)	\$10.00	\$ 25.00
Outbound Account Codes (verified)	\$10.00	\$ 25.00
Inbound Account Codes (non-verified)	\$60.00	\$ 85.00
Inbound Account Codes (verified)	\$60.00	\$ 85.00
Monthly CDR per CD Rom	\$75.00	\$ 00.00
PICC Surcharges:		
Business Single Line	\$00.00	\$ 00.00
Business Multi Line	\$ 1.50	\$ 00.00
Centrex	\$ 0.53	\$ 00.00
ISDN Line/BRI	\$ 2.81	\$ 00.00
ISDN/PRI	\$23.92	\$ 00.00
Direct Termination Overflow (per order)	\$90.00	\$ 75.00
8YY SMS Fee (per active 8YY)	\$ 0.80	\$ 0.50
8YY Directory Assistance (per 8YY listed)	\$35.00	\$ 35.00
8YY Area Code Blocking	\$00.00	\$ 35.00
8YY DNIS Delivery (per order)	\$00.00	\$700.00
8YY ANI Delivery (per trunk Group)	\$75.00	\$150.00
Unauthorized PICC (per ANI)	\$00.00	\$ 25.00
Network Interconnection Charge	\$00.00	\$250.00

Direct Termination Overflow – Allows a dedicated access line customer to control possible congestion of calls placed on an 8YY number by sending overflow calls to another 8YY trunk group, WATS access line, dedicated line or business line.

Dialed Number Identification – Allows a dedicated access customer to receive calls from multiple 8YY numbers on the same terminating trunk group by sending special identification digits along with the 8YY call to the customer site. Customer must have proper equipment to receive Real Time ANI.

Real Time ANI – Allows a dedicated customer to receive ANI of the calling party if the call originates from an equal access end office. Real Time ANI is currently provided via in-band signaling. Terminating equipment must accept FGD signaling.

Special Routing Features – Special Routing features such as time of Day of Week routing, Holiday routing, Time of Day routing and Percentage Allocation routing are not available.

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SECTION 4 – RATES

4.4 OPERATOR ASSISTED CALLS

Per Call Services and Rates	<u>RATE</u>
Busy Line Verification	\$2.00
Operator Verification/Interrupt Service	\$2.00
Third Number Billed	\$2.00
Collect	\$2.00
Person-to-Person	\$4.00
Station-to-Station	\$2.00
911 Emergency Service	\$0.00
Per minute rate	\$1.00

4.5 DIRECTORY ASSISTANCE

	<u>Min. Per Call</u>	<u>Max. Per Call</u>
Directory Assistance	\$1.10	\$2.00
Directory Assistance Call Completion	\$1.10	\$2.00

4.6 MISCELLANEOUS CHARGES

4.6.1. Late Payment Charge

Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance, and may be subject to additional collection agency fees.

4.6.2. Returned Check Charge

A charge of \$20.00 or five (5) percent of the amount of the check will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

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SECTION 4 – RATES

4.7 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service offered under this Tariff. Rates quoted in response to such competitive requests may be different than those specified for such Services in this Tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis, and made part of this Tariff.

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