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H. LaDon Baltimore  
dbaltimore@farris-law.com

Direct Dial:  
(615) 687-4243

August 28, 2014

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

14-00080

Re: Application of Vodafone US, Inc. to Amend CCN and Notice of Name Change

Dear Chairman Hilliard:

Attached for filing are the original and 4 copies of the Application of Vodafone US, Inc. to Amend its Certificate of Public Convenience and Necessity and Notice of Name Change. Please note that the CD-ROM contains CONFIDENTIAL AND PROPRIETARY information and is contained in an envelope so marked.

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

Sincerely,



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

CC: Tennessee ILECs

**BEFORE THE TENNESSEE REGULATORY AUTHORITY  
NASHVILLE, TENNESSEE**

<b>IN THE MATTER OF THE APPLICATION OF</b>	)	
<b>VODAFONE US INC. TO AMEND ITS</b>	)	
<b>CERTIFICATE OF PUBLIC</b>	)	<b>DOCKET NO. 14-_____</b>
<b>CONVENIENCE AND NECESSITY AND</b>	)	
<b>NOTICE OF NAME CHANGE</b>	)	

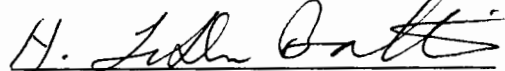
**NOTICE OF FILING**

TO: ALL INCUMBENT LOCAL EXCHANGE CARRIERS (ILECS)

PLEASE TAKE NOTICE, that in accordance with the Tennessee Regulatory Authority Rules for the Provision of Competitive Intrastate Telecommunications Services, you are hereby given notice that on 28<sup>th</sup> August, 2014, Vodafone US Inc. filed an Application for a Certificate of Convenience and Necessity to Provide Competing Local Exchange and Interexchange Telecommunications Services.

This 28<sup>th</sup> day of August, 2014.

Vodafone US Inc.



H. LaDon (Don) Baltimore  
Farris Bobango, PLC  
618 Church Street, Suite 300  
Nashville, TN 37219  
Telephone: 615.726.1200  
Facsimile: 615.726.1776  
dbaltimore@farris-law.com  
Counsel to Vodafone US Inc.

**BEFORE THE TENNESSEE REGULATORY AUTHORITY  
NASHVILLE, TENNESSEE**

**IN THE MATTER OF THE APPLICATION OF  
VODAFONE US INC. TO AMEND ITS  
CERTIFICATE OF PUBLIC  
CONVENIENCE AND NECESSITY AND  
NOTICE OF NAME CHANGE**

)  
)  
) **DOCKET NO. 14- \_\_\_\_\_**  
)  
)

**APPLICATION TO AMEND CERTIFICATE OF PUBLIC CONVENIENCE AND  
NECESSITY AND NOTICE OF NAME CHANGE**

Pursuant to applicable Tennessee Statutes and the Rules and Regulations of the Tennessee Regulatory Authority (“Authority”), Vodafone US Inc. (“VUSI,” “Company” or “Applicant”) respectfully requests that the Authority modify its Certificate of Public Convenience and Necessity (“CCN”) granted by Order dated April 17, 2014 in Docket Number 13-00131, a copy of which is attached as **Exhibit A**. VUSI’s Authority ID is 129148. VUSI respectfully requests authority to provide competing local exchange telecommunications services, including exchange access telecommunications services, and facilities-based interexchange services within the State of Tennessee.<sup>1</sup>

Notice is hereby given that as of September 1, 2014, applicant will be doing business under its assumed name of Vodafone Americas. A copy of the registration of assumed name is included in **Exhibit C**.

VUSI avers that it is willing and able to comply with all applicable Tennessee rules and regulations pertaining to the provision of these services. This request is made pursuant to T.C.A. §§ 65-4-201 and Tennessee Administrative Rules Chapter 1220-04-8.

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<sup>1</sup> Vodafone US has been authorized by the Authority to provide resold interexchange services. See Docket No. 13-00131 (Apr. 17, 2014) (Company ID 129148).

By this Application, Applicant demonstrates its managerial, financial and technical ability to provide such services and its willingness to adhere to all applicable Authority policies, rules and orders. In support of its Application, and consistent with the requirements of Administrative Rule 1220-4-8-.04, Applicant states:

I. Description of the Applicant

1. **The name of the service provider, the address of the corporate headquarters, and the names and addresses of the service provider's principle corporate officers (1220-4-8.04(1)(c)):**

The full name and address of the Applicant are:

Vodafone US Inc.  
560 Lexington Avenue, 9<sup>th</sup> Floor  
New York, NY 10022  
Telephone: 855.377.8360  
Facsimile: 212.731.2699  
Website: <http://enterprise.vodafone.com/home/>

Applicant will conduct business in Tennessee under the name "Vodafone US Inc." and beginning on September 1, 2014, "Vodafone Americas."

Correspondence and communications related to the processing of this Application should be directed to:

H. LaDon (Don) Baltimore  
Farris Bobango PLC dba Farris Mathews Bobango, PLC  
618 Church Street, Suite 300  
Nashville, TN 37219  
Telephone: 615.726.1200  
Facsimile: 615.726.1776

Correspondence and communications concerning ongoing regulatory matters should be directed to:

Blair Rosenthal  
Assistant General Counsel  
Vodafone US Inc.  
999 18th Street, Suite 1750  
Denver, CO 80202  
Telephone: 303.293.5832

Facsimile: 303.296.3178

E-mail: blair.rosenthal [at] Vodafone [dot] com

I. Description of the Applicant, Continued

**2. The Company's principal corporate officers:**

Chuck Pol, President  
Vodafone US Inc.  
560 Lexington Avenue, 9<sup>th</sup> Floor  
New York, NY 10022

Megan Doberneck, General Counsel & Company Secretary  
Anna Ewing, Chief Financial Officer  
Bryan Ganno, Assistant Secretary  
Vodafone US Inc.  
999 18th Street, Suite 1750  
Denver, CO 80202

**3. If different than above, the names and addresses of all officers and corporate officers located in Tennessee and the name(s) and address(es) of employee(s) responsible for Tennessee operations (1220-4-8-04(1)(d)):**

VUSI does not currently maintain an office in Tennessee. The Company's registered agent in Tennessee is:

National Registered Agents, Inc.  
800 S. Gay Street, Suite 2021  
Knoxville, TN 37929

**4. Information about the structure of the business organization and, where applicable, a copy of any articles of incorporation, partnership agreement or by-laws of the service provider, and a copy of any license to do business in Tennessee (1220-4-8.04(1)(e)):**

VUSI is a corporation organized under the laws of the State of Delaware on March 26, 2008. Applicant's Articles of Incorporation and Certificate of Authority to transact business in the State of Tennessee are appended at **Exhibits B and C**, respectively.

VUSI is a wholly-owned subsidiary of Vodafone Group Plc. ("Vodafone"), a British multinational telecommunications company based in London. Vodafone is among the world's largest telecommunications companies, serving over 400 million customers. Vodafone delivers

mobile voice and data services via its own networks or through partner networks in more than thirty countries worldwide. Partner networks provide access to over forty more countries. Vodafone's Global Enterprise division was established in 2007 to focus on the provision of telecommunications and information technology services throughout this vast territory. VUSI is preparing to provide the US-based services to the division's customers.

A corporate organizational chart is attached at **Exhibit D**.

**5. Repair and maintenance information including the name, address and telephone number of a Tennessee contact person responsible for and knowledgeable about the provider's operations (1220-4-8.04(1)(f)):**

The name, address, and telephone number of VUSI's contact person responsible for and knowledgeable about Tennessee operations is

Blair Rosenthal  
Assistant General Counsel  
Vodafone US Inc.  
999 18th Street, Suite 1750  
Denver, CO 80202  
Telephone: 303.293.5832  
Facsimile: 303.296.3178

Repair and maintenance requests should be directed to:

Customer Service Department  
Vodafone US Inc.  
560 Lexington Avenue, 9<sup>th</sup> Floor  
New York, NY 10022  
Telephone: 855.377.8360  
Facsimile: 212.731.2699

**II. Qualifications**

**1. Managerial and Technical Qualifications to Provide Service (1220-4-8-.04(1)(b)):**

VUSI's operations are directed by a management team with proven experience and capability. Each of the Company's officers and directors has ten or more years' experience in his or her respective area of expertise, whether telecommunication, finance, or corporate

management. The current management group brings over two decades of experience working within the Vodafone corporate family. This continuity ensures a cohesive strategic vision for VUSI while providing the critical collaborative skills necessary for effective implementation. In addition, VUSI benefits from access to the operational expertise of the entire Vodafone corporate family of companies. The Company's long-standing managerial and communications industry experience makes VUSI well suited to serve subscribers in Tennessee and elsewhere. Material describing the qualifications of VUSI's senior management is appended as **Exhibit E**.

Applicant's ability to provide network services will rely substantially on the technical capabilities and network services of its underlying carriers that have been certified and deemed technically and managerially capable of providing telecommunications services in Tennessee. Nevertheless, VUSI will aggressively manage and oversee its operations, drawing upon in-house technical expertise to ensure that services are properly established and maintained.

**2. A list of other states where the provider is authorized to operate and a list of those states which have denied any requested authority (1220-4-8-.04(1)(g)):**

In late 2013, VUSI filed applications and registrations for authority to provide competitive telecommunications services. The Company has been granted interexchange authority in 15 states, including Tennessee.<sup>2</sup> At this time, VUSI has received approval to provide local exchange services as well in nine of these states – Connecticut, Massachusetts, Mississippi, New Jersey, New York, North Carolina, Pennsylvania and Washington - and the District of Columbia. The Company is continuing to file applications for additional local exchange and interexchange authority in a total of twenty-three states and may expand its territory as business opportunities develop.

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<sup>2</sup> VUSI currently holds interexchange authority in the following jurisdictions: Connecticut, Delaware, Georgia, Illinois, Maryland, Massachusetts, Mississippi, Missouri, New Jersey, New York, North Carolina, Pennsylvania (provisional), Tennessee, Texas and Washington.

No application or registration filed by VUSI to provide telecommunications services has been denied. No authority granted to the Company has been revoked or cancelled.

**3. Financial Qualifications 1220-4-08-.04(1)(b)**

VUSI possesses the necessary financial resources to provide the services proposed in this Application. Applicant's financial statements are provided *under seal* as confidential **Exhibit F-2**. These materials demonstrate that VUSI is financially viable and capable of providing and maintaining service in the State of Tennessee. The Company intends to provide services utilizing a combination of leased local exchange carrier unbundled network elements ("UNEs") and other facilities as well as resold services. The Company does not expect to construct or deploy its own facilities and therefore requires no extraordinary funding to initiate operations. Applicant's *pro forma* statements for the subsequent three years of operations are also provided in confidential **Exhibit F-2**. (Item 9.a.iii.)

Moreover, as discussed above, the Company is a wholly-owned subsidiary of Vodafone, a major multi-national communications provider. In its March 2014 annual report, Vodafone reported approximately \$64.5 billion in revenues from its global operations. Thus, in addition to its own considerable resources, VUSI has reliable access to additional working capital to fund the Company's proposed operations, including the ability to meet any lease and ownership obligations associated with its provision of telecommunications services. A copy of Vodafone's complete March 2014 annual report can be accessed at [http://www.vodafone.com/content/annualreport/annual\\_report14/downloads/full\\_annual\\_report\\_2014.pdf](http://www.vodafone.com/content/annualreport/annual_report14/downloads/full_annual_report_2014.pdf)

Applicant considers information concerning its finances to be proprietary and confidential information not to be released to the public. The financial information attached in



**Exhibit F-2** is filed under seal and in an envelope labeled “CONFIDENTIAL AND PROPRIETARY.” It is VUSI’s understanding that Commission Staff will honor Applicant’s request for confidential treatment of these documents without the necessity of filing a separate motion for protective order.

III. Proposed Services

**Description of the category and types of services to be offered, the facilities and arrangements to be made available to end users and/or carriers, where applicable, and the geographic areas in which the services shall be offered (1220-4-8.04(1)(i)):**

VUSI seeks authority to provide facilities-based and resold competitive local exchange service, facilities-based switched exchange access service and facilities-based interexchange service within the State of Tennessee, in conjunction with the resold interexchange services already authorized by the Authority and VUSI’s interstate and international services. Specifically, the Company will provide regulated switched and dedicated access local exchange services to enterprise subscribers as set forth in the Company’s proposed local exchange tariff, appended at **Exhibit G-1**. Applicant will provide local exchange services, related custom calling features, intraLATA toll, and access to directory assistance. In combination with its local exchange services, VUSI will provide interexchange services to its enterprise customers pursuant to the terms and conditions of its illustrative interexchange services tariff, appended as **Exhibit G-2**.<sup>3</sup> The Company also may provide switched exchange access telecommunications services to interconnecting carriers under a separate tariff to be filed for approval prior to service initiation. VUSI will not offer alternative operator services to the transient public.

Services will be available to subscribers twenty-four hours per day, seven days per week, at rates, terms and conditions established by Applicant.

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<sup>3</sup> The Authority reviewed VUSI’s interexchange services tariff in connection with the Company’s application for resold interexchange service authority. Consistent with the Authority’s regulations, VUSI elects to post this material on its website prior to initiating operations in Tennessee rather than maintain a filed interexchange services tariff.

VUSI will coordinate with incumbent local exchange carriers for the provision of emergency 911 services, directory publication, and directory distribution to local customers, as necessary. The Company will negotiate with underlying carriers for resale and/or interconnection agreements as needed, to be filed with the Commission for approval upon finalization. VUSI initially intends to provide service in the territory of BellSouth Telecommunications, LLC d/b/a AT&T and expand in response to market opportunities. The Company does not propose to serve in the territories of incumbent local exchange carriers serving less than 100,000 access lines.

IV. Description of Operations and Regulatory Compliance

1. VUSI will comply with all applicable Authority rules, policies and orders governing the provision of local exchange and interexchange telecommunications services in Tennessee.

2. The Company's customer service representatives will address customer service inquiries via Applicant's toll free number, 855.377.8360. Customer service representatives are available twenty-four hours per day. VUSI's toll free number will be printed on its customers' monthly billing statements. Subscribers may also contact Applicant in writing addressed to:

Customer Service Department  
Vodafone US Inc.  
560 Lexington Avenue, 9<sup>th</sup> Floor  
New York, NY 10022  
Telephone: 855.377.8360  
Facsimile: 212.731.2699

3. VUSI will bill its customers directly and will not rely upon a third-party billing agent. An illustrative invoice for VUSI's proposed operations is attached as confidential **Exhibit H**.

4. Applicant's customer complaint procedures, termination policy and late charge policy for local exchange services are outlined in the proposed tariff attached at **Exhibit G-1**.

Procedures and policies applicable to the Company's interexchange services are identified in VUSI's illustrative interexchange services tariff at **Exhibit G-2**.

5. The Company's Small and Minority Owned Telecommunications Participation Plan is on file with the Authority.

7. VUSI's pre-filed testimony describing the services it plans to provide and summarizing its technical, managerial and financial qualifications is attached hereto at **Exhibit I**.

8. The Company's toll dialing parity plan is attached as **Exhibit J**.

9. Applicant's statement regarding numbering issues as attached at **Exhibit K**.

10. Tennessee Specific Operational Issues are addressed at **Exhibit L**.

11. A certificate of service for this application is also attached. It certifies that notice of the application has been served on all eighteen (18) local exchange telephone companies in Tennessee.

12. Applicant has a Corporate Surety Bond on file with the Authority.

13. Grant of the Application will further the goals of the Tennessee Legislature and directly benefit the public interest by expanding the availability of competitive telecommunications services in Tennessee. Offering of these services will provide Tennessee commercial customers with increased efficiencies and cost savings, as well as innovative services. Authorizing VUSI to provide local exchange, switched exchange access, and interexchange telecommunications services will enhance materially the telecommunications infrastructure in the State of Tennessee and will facilitate economic development.

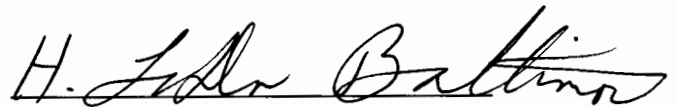
In particular, the public will benefit both directly, through the use of the competitive services to be offered by Applicant, and indirectly, because Applicant's presence in the marketplace will increase the incentives for other telecommunications providers to operate more efficiently, offer more innovative services, reduce their prices, and improve their quality of

service. Grant of this Application will further enhance the service options available to Tennessee citizens for the reasons set forth above.

V. Conclusion

Vodafone US Inc. respectfully requests that the Authority approve this Application for authority to provide resold and facilities-based local exchange, facilities-based exchange access and facilities-based interexchange services in the State of Tennessee, in the service areas of AT&T (fka Bell South) and any other incumbent local exchange carrier that does not enjoy a rural exemption under Section 251(F) of the Act. For the reasons stated above, Applicant's provision of these services in Tennessee will promote the public interest.

Respectfully submitted, this 28<sup>th</sup> day of August, 2014



H. LaDon (Don) Baltimore  
Farris Bobango, PLC  
618 Church Street, Suite 300  
Nashville, TN 37219  
Telephone: 615.726.1200  
Facsimile: 615.726.1776  
dbaltimore@farris-law.com  
Counsel to Vodafone US Inc.

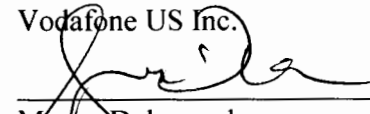
VERIFICATION

State of COLORADO                     )  
  ) ss:  
County of DENVER                    )


I, Megan Doberneck, being first duly sworn, do hereby depose and state as follows:

1. I am the General Counsel and Company Secretary of Vodafone US Inc., and am authorized to make this verification on behalf of the Company;
2. I have read the foregoing Application and Exhibits and know the contents thereof.
3. The facts contained in the Application and Exhibits are true and correct to the best of my knowledge, information and belief;
4. Vodafone US Inc. will operate in compliance with all applicable federal and state laws and all Federal Communications Commission and Tennessee Regulatory Authority rules and regulations.

Dated this 11th day of August, 2014.

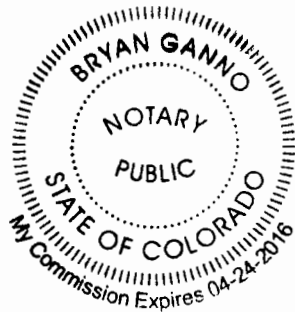
Vodafone US Inc.  
By:   
\_\_\_\_\_  
Megan Doberneck  
General Counsel and Company Secretary  
999 18th Street, Suite 1750  
Denver, CO 80202  
Telephone: 303.293.5870

Subscribed and sworn to before me this 11th day of August, 2014.

  
\_\_\_\_\_  
Notary Public in and for the State of Colorado,

My Commission expires: APRIL 24, 2016

SEAL



**BEFORE THE TENNESSEE REGULATORY AUTHORITY**

**IN THE MATTER OF THE APPLICATION OF  
VODAFONE US INC. TO AMEND ITS  
CERTIFICATE OF PUBLIC  
CONVENIENCE AND NOTICE OF  
NAME CHANGE**

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**DOCKET NO. 14- \_\_\_\_\_**

**LIST OF EXHIBITS**

- EXHIBIT A ORDER GRANTING IXC AUTHORITY
- EXHIBIT B ARTICLES OF INCORPORATION
- EXHIBIT C CERTIFICATE OF AUTHORITY AND REGISTRATION OF  
ASSUMED NAME
- EXHIBIT D ORGANIZATIONAL STRUCTURE
- EXHIBIT E SENIOR MANAGEMENT EXPERIENCE
- EXHIBIT F FINANCIAL INFORMATION  
**(F-2 IS CONFIDENTIAL – FILED UNDER SEAL)**
- EXHIBIT G-1 PROPOSED LOCAL EXCHANGE SERVICES TARIFF
- EXHIBIT G-2 ILLUSTRATIVE INTEREXCHANGE SERVICES TARIFF
- EXHIBIT H SAMPLE BILL **(CONFIDENTIAL – FILED UNDER SEAL)**
- EXHIBIT I PREFILED TESTIMONY
- EXHIBIT J TOLL DIALING PARITY PLAN
- EXHIBIT K STATEMENT REGARDING NUMBERING ISSUES
- EXHIBIT L TENNESSEE SPECIFIC OPERATIONAL ISSUES

**EXHIBIT A**

**ORDER GRANTING IXC AUTHORITY**

**BEFORE THE TENNESSEE REGULATORY AUTHORITY**

**NASHVILLE, TENNESSEE**

**April 17, 2014**

<b>IN RE:</b>	)	<b>DOCKET NO.</b>
	)	<b>13-00131</b>
<b>APPLICATION OF VODAFONE US INC. TO</b>	)	
<b>PROVIDE RESELL TELECOMMUNICATIONS</b>	)	<b>Company ID:</b>
<b>SERVICES IN TENNESSEE</b>	)	<b>129148</b>

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**ORDER GRANTING AUTHORITY TO RESELL  
INTEREXCHANGE LONG DISTANCE SERVICES IN TENNESSEE**

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This matter came before Chairman James M. Allison, Vice Chairman Herbert H. Hilliard and Director Kenneth C. Hill of the Tennessee Regulatory Authority (the "Authority"), the voting panel assigned to this docket, at a regularly scheduled Authority Conference held on April 14, 2014 for consideration of the Application to resell interexchange long distance services in Tennessee filed on October 8, 2013 by Vodafone US Inc. ("Applicant").<sup>1</sup>

Based upon careful consideration of the Application and of the record in this matter, the Directors find and conclude that the Applicant has met all the requirements for certification and the requirements of Tenn. Comp. R. & Regs. 1220-4-2-.57, which was promulgated pursuant to, *inter alia*, Tenn. Code Ann. § 65-2-102 and Tenn. Code Ann. § 65-4-201, and should be authorized to resell interexchange long distance services in Tennessee.

**IT IS THEREFORE ORDERED THAT:**

1. Vodafone US Inc. is authorized to resell interexchange long distance services in the State of Tennessee.
2. This Order shall remain in effect until further order of this Authority.

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<sup>1</sup> The original Application was filed under the name Vodafone Global Enterprise Inc. On March 12, 2014, the Authority received notification that the Applicant has changed its name to Vodafone US Inc.



3. This Order shall be retained as proof of certification with this Authority and may be used to obtain the appropriately tariffed access line from Authority authorized telecommunications service providers.

**Chairman James M. Allison, Vice Chairman Herbert H. Hilliard and Director Kenneth C. Hill concur.**

**ATTEST:**

  
\_\_\_\_\_  
**Earl R. Taylor, Executive Director**

**EXHIBIT B**

**ARTICLES OF INCORPORATION**

# Delaware

PAGE 1

*The First State*

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

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

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

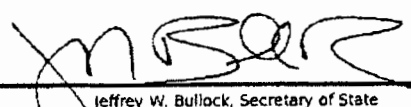
AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

4524493 8300

131060097

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



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 0715245

DATE: 09-05-13

# Delaware

PAGE 1

*The First State*

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

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

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

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

4524493 8300

120953293

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



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 9792226

DATE: 08-20-12

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

**EXHIBIT C**

**CERTIFICATE OF AUTHORITY  
AND REGISTRATION OF ASSUMED NAME**



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

CFS  
SUITE B  
992 DAVIDSON DRIVE  
NASHVILLE, TN 37205

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

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

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**Document Receipt**

Receipt #: 1160908

Filing Fee: \$20.00

Payment-Account - CFS, NASHVILLE, TN

\$20.00

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

Tre Hargett  
Secretary of State

Processed By: Nichole Hambrick

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

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

State of Tennessee



Department of State

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

APPLICATION FOR  
CERTIFICATE OF AUTHORITY  
(FOR PROFIT)

For Office Use Only

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

- The name of the corporation is Vodafone Global Enterprise Inc.  
\*If different, the name under which the certificate of authority is to be obtained is \_\_\_\_\_

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

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

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

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

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

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

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

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

- The corporation is a corporation for profit.

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

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

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

20 August 2012

Signature Date

Treasurer

Signer's Capacity

Vodafone Global Enterprise Inc.

Name of Corporation

Signature

Suzanne Williams

Name (typed or printed)

SS-4431 (Rev. 2/08)

Filing Fee: \$600

54  
Received by Tennessee Secretary of State Tre Hargett, 08/21/2012, 10:13:31, 7088.1044



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

Vodafone US Inc.  
STE 1750  
999 18TH ST  
DENVER, CO 80202-2404

July 17, 2014

### Filing Acknowledgment

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

**Control # : 693799**      Status: Active  
Filing Type: Corporation For-Profit - Foreign

#### Document Receipt

Receipt # : 1582262	Filing Fee:	\$20.00
Payment-Check/MO - CFS-1, NASHVILLE, TN		\$20.00

Amendment Type: Assumed Name

Image # : 7363-1822

Filed Date: 07/17/2014 3:07 PM

This will acknowledge the filing of the attached assumed name with an effective date as indicated above. When corresponding with this office or submitting documents for filing, please refer to the control number given above. The name registration is effective for five years from the date the original registration was filed with the Secretary of State.

Tre Hargett  
Secretary of State

Processed By: Katelyn Holland

Field Name	Changed From	Changed To
New Assumed Name	No Value	VODAFONE AMERICAS



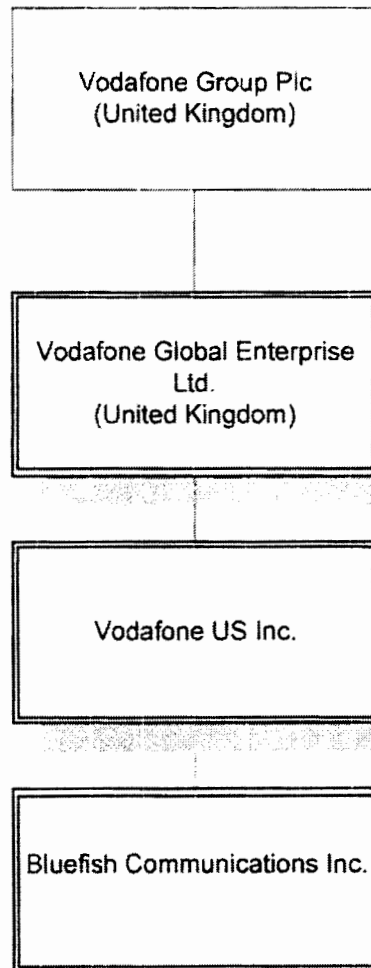
7353.1822, 07/17/2014, 15:07:13, Received by Tennessee Secretary of State Tre Hargett

<div data-bbox="297 294 652 388"><b>State of Tennessee</b></div> <div data-bbox="413 346 512 441"></div> <div data-bbox="280 430 660 588"><b>Department of State</b> Corporate Filings 312 Rosa L. Parks Ave. 6th Floor, William R. Snodgrass Tower Nashville, TN 37243</div>	<div data-bbox="1205 294 1404 325"><i>For Office Use Only</i></div> <div data-bbox="1189 388 1453 483"><b>FILED</b></div>
<div data-bbox="239 619 1462 703">Pursuant to the provisions of Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-54-101(d) of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:</div> <div data-bbox="239 766 1453 819">1. The true name of the corporation is <u>VODAFONE US INC.</u></div> <div data-bbox="239 882 1453 934">2. The state or country of incorporation is <u>Delaware</u></div> <div data-bbox="239 945 1453 997">3. The corporation intends to transact business in Tennessee under an assumed corporate name.</div> <div data-bbox="239 1008 1453 1081">4. The assumed corporate name the corporation proposes to use is <u>VODAFONE AMERICAS</u></div> <div data-bbox="239 1092 1453 1176">[NOTE: The assumed corporate name must meet the requirements of Section 48-14-101 of the Tennessee Business Corporation Act or Section 48-54-101 of the Tennessee Nonprofit Corporation Act.]</div> <div data-bbox="239 1186 1453 1291"><div data-bbox="239 1186 809 1291"><u>7/11/2014</u> Signature Date</div><div data-bbox="834 1207 1453 1291"><u>VODAFONE US INC.</u> Name of Corporation</div></div> <div data-bbox="239 1291 1453 1407"><div data-bbox="239 1323 809 1407"><u>ASSISTANT SECRETARY</u> Signer's Capacity</div><div data-bbox="834 1291 1453 1407"> Signature</div></div> <div data-bbox="834 1449 1453 1533"><u>BRYAN GANNO</u> Name (typed or printed)</div>	
<div data-bbox="247 1795 437 1827">SS-4402 (Rev. 4/01)</div> <div data-bbox="768 1795 916 1827">Filing Fee: \$20</div> <div data-bbox="1329 1795 1437 1827">RDA1720</div>	

## EXHIBIT D

### ORGANIZATIONAL STRUCTURE

#### VUSI Corporate Structure 2014



## **EXHIBIT E**

### **SENIOR MANAGEMENT EXPERIENCE**

Applicant's operations are directed by a management team with proven experience and capability. Each of the officers and directors of Applicant has ten or more years' experience in his or her respective area of expertise, whether telecommunication, finance, or corporate management. The current management group brings over two decades of experience working within the Vodafone corporate family. This continuity ensures a cohesive strategic vision for Applicant while providing the critical collaborative skills necessary for effective implementation. In addition, Applicant benefits from access to the operational expertise of the entire Vodafone corporate family of companies.

**[Standard Bios]**

**Chuck Pol**

Country Chairperson, Vodafone US

President, Americas & Global Transformation Team, Vodafone Global Enterprise

Chuck Pol is the Country Chairperson for Vodafone US responsible for the compliance, governance and integration of all Vodafone entities that operate in America. Chuck also serves a dual role for Vodafone Global Enterprise as the President of the Americas region, as well as the Director of the Global Transformation Team, focused on selling and delivering large €100m+ complex deals for Vodafone.

Chuck joined Vodafone Global Enterprise in 2010 from British Telecom, where he held various senior executive positions in the US and UK spanning over 20 years in varying industry sectors, from Mobile Markets in BT Wholesale to the Global Financial Services sector.

Chuck has served as a Non-Executive Director of Project Renewal, a charity which devotes time, resource and finances to the homeless of New York City. He is a graduate of Belmont Abbey College. He has been married to Angella for over 30 years and has three grown children. He lives between New Jersey and Florida and spends any free time playing golf and spending time with his family.

**Megan Doberneck**  
meganatpeak7@gmail.com  
(303) 854-7663

- President and General Counsel* **Vodafone Americas Inc. (Denver, Colorado)**  
Nov 2008-current  
Vodafone Americas is the management entity for the Vodafone US group, and holds Vodafone's stake in Verizon Wireless.
- General Counsel*  
2008
- Board of Director, operational and governance responsibility for the Vodafone Americas group of companies, including management of the Finance, Tax, Legal/HR and Payroll/Risk Management functions to ensure delivery of financial and operational results.
  - General Counsel and Company Secretary for the Vodafone Americas group of companies with primary focus on corporate finance and capital structure; corporate governance; management of current, legacy and tax litigation; and risk management related to employment issues and benefit plan administration and operation. As General Counsel for the Americas group, acted as lead counsel on a multi-billion dollar external financing, sale of a multi-million dollar stake in a telematics company and sale of a multi-million dollar corporate jet. Successfully disposed of 50% of the Company's pending litigation over a three year period with no indemnity paid by the Company; led successful tax litigation efforts resulting in multi-million dollar refunds; lead counsel on federal audit defense and appeal; and revitalized the Company's governance and risk management processes.
  - General Counsel for Vodafone xone, Vodafone's recently launched innovation center in Silicon Valley and its investment counterpart, Vodafone Ventures. Designed and implemented the strategic and contractual architecture for Vodafone xone's incubator including the development program as well as the intellectual property and equity investment models. Developed Vodafone xone's business development model for revenue sharing arrangements and IP monetization.
  - US legal counsel to Vodafone Americas Foundation, Vodafone Group and non-US Vodafone operating companies. Advise business teams on the Verizon Wireless partnership agreement and corresponding rights and restrictions, Vodafone commercial offerings in the US, and commercial and compliance matters arising under US law.
  - YoY opex reductions of 10% while delivering millions of dollars in economic value. Right-sized Finance and Tax team skill sets and team structures; designed and implemented cross-functional efficiencies that eliminated significant external costs across all cost centers with a contemporaneous enhancement in the delivery of core Finance, Tax, HR/Legal and Payroll/Risk Management objectives.
- Senior Counsel*  
2007
- Director, Legal and External Affairs* **Covad Communications Company (Denver, Colorado)**  
2003-2005  
Covad (now MegaPath) was the largest independent provider of facilities-based DSL services in the United States, providing service across 45 states and in 240 major metropolitan markets.
- Regional General Counsel*  
2002
- Responsible for Covad's public policy advocacy, state and federal regulatory relationships, commercial, contract and litigation efforts in the fourteen state Qwest region.
  - Developed and executed legal strategy for new product deployment and existing

<i>Senior Counsel</i> 2001	<p>product operations in the Qwest region.</p> <ul style="list-style-type: none"> <li>• Led the turnaround strategy for Covad's Qwest region operations team, resulting in significantly improved vendor performance in provisioning and repair, as well as the creation of an effective escalation path for operational issues. This initiative delivered residential subscriber growth and pushed two of the Qwest markets into the Company's top five residential markets.</li> <li>• Maximized on litigation requiring incumbent providers to provide access to line shared DSL services as an unbundled network element or "UNE." Following the federal elimination of this UNE three years later, negotiated the first commercial line sharing agreement in the US.</li> </ul>
<i>Of Counsel</i> 2006	<p><b>Faegre &amp; Benson LLP (Denver, Colorado)</b></p> <ul style="list-style-type: none"> <li>• Business litigation, with a particular focus on complex commercial, products liability and class action litigation. Partnered with clients to advise on risk assessments, negotiations and non-litigation resolution strategies. Also practiced and had primary responsibility for all phases of litigation, from filing of complaint through appeals.</li> </ul>
<i>Associate</i> 1996-2000	
<i>Associate</i> 1994-1996	<p><b>Akin, Gump, Strauss, Hauer and Feld, LLP (Washington, D.C.)</b></p> <ul style="list-style-type: none"> <li>• Associate in business litigation group, with emphasis on commercial and environmental litigation. Engaged in issue assessments and lead discovery efforts. Represented clients in federal, state and administrative proceedings.</li> </ul>
<i>Education</i>	<p>J.D. (<i>with honors</i>, Stone Scholar), Columbia University School of Law, NY, 1994  B.A. in Political Science (<i>magna cum laude</i>, Phi Beta Kappa), University of California at Berkeley, 1990</p>
<i>Personal</i>	<p>Member, Colorado, New York and District of Columbia bars  Chicago, New York and Boston marathons  All American and Academic All American (swimming), 1987-1990</p>

## Anna D. Ewing, CPA

office: +1 303-293-5910 mobile: +1 720-320-7877

[anna.ewing@vodafone.com](mailto:anna.ewing@vodafone.com)

### Experience

1/'14- present

#### **Vodafone US Inc.**

Denver, Colorado

*Chief Financial Officer*

- Officer and director; report to US President with a functional dotted line to Vodafone Group Enterprise. Serve as the US Investment Committee Chairman for qualified and nonqualified retirement plans, and as Treasurer of the Vodafone US Foundation
- Responsibility for all accounting and finance functions of four legal entities, including financial reporting, governance, and controls; tax and treasury; forecasting and planning; business decision support; payroll/risk management
- Review and assessment of overall US finance function, including consolidation of legal entities, financial systems integration, process improvement and policy compliance, and US-wide initiative to design and implement a standardized corporate services platform and governance structure; lead and professionally develop team of 20+ finance associates
- Continued oversight of quarterly investment committee meetings, maintenance of investment policy statement and monitoring process of investment performance (+\$120 million in plan assets)

2/'09- 2/'14

#### **Vodafone Americas Inc.**

Denver, Colorado

*Chief Financial Officer*

- Report to President, with a functional dotted line to Vodafone Group Plc. Member of the Vodafone Americas Inc. and the ATX-SR boards of directors, and serve as the US Investment Committee Chairman for qualified and nonqualified retirement plans
- Responsibility for all accounting and finance functions of six legal entities, including: financial reporting, forecasting, risk management, financial governance, treasury, benefit plan administration, US GAAP/IFRS, and SOX compliance. Management of US cash flows (\$3.5+ billion per annum) and maintenance of proper internal controls over financial processes
- Oversight of semi-annual investment committee meetings, maintenance of investment policy statement and monitoring process of investment performance (+\$100 million in plan assets)
- Oversight of core business process changes, including migration of accounting functionality to a multinational shared services platform and local implementation of a global general ledger system conversion

*Finance Manager*

- Coordination of financial aspects of Company 401K plan, including annual audit, related regulatory filings, and formal search for new service provider (Request for Proposal) for recommendation to Company Investment Committee
- Coordination of financial aspects of Company deferred compensation and medical plans, including IAS 19 compliance, and analysis of various reserve balances
- Technical accounting research to ensure Company compliance with IFRS, US GAAP, and SEC regulations
- Champion of US SOX compliance and internal control initiatives
- Oversight of government reporting process and deliverables to ensure compliance with US Department of Commerce requirements
- Preparation of stand-alone financial statements for Company subsidiaries to assist tax compliance
- Special projects and preparation of various ad hoc analyses to support CFO, tax department, and overall financial reporting function

7/'06 – 3/'08

#### **Intrawest**

**Copper Mountain Resort**, Copper Mountain, Colorado

*Director, Finance & Accounting*

- Coordination and direction of all business planning and financial analyses for Resort, including budgeting, forecasting, capital planning, and accounting policies, including comprehensive annual three year plan and detailed presentation to Corporate leadership
- Member of Resort Leadership Team; direction of overall financials plans and participation in company policies and procedures as a member of senior management team; direct report to Resort General Manager
- Communication with operational directors and managers regarding policies/procedures and accountability for financial results

- Daily, weekly, & monthly review of financial and operational results; variance analysis, projection analysis, and contingency planning
- Preparation of curriculum and instruction of all finance training for education of managers and supervisors
- Liaison and primary contact with Intrawest Shared Services on all issues and procedures. Coordination of SOX compliance policies and operational excellence initiatives
- Project lead/participation in several key business initiatives including improvement of aged accounts receivable, documentation for property tax reporting, and revisions to Resort contract for condo rental pool properties
- Management of Resort accountants (three associates) and all financial processes performed on property
- Preparation of multi-million dollar capital plans; financial oversight of projects and physical inventory of significant assets for both accounting and property tax improvements
- Extensive interaction with multiple levels of Resort management, community leaders, Resort homeowners, and Corporate management

4/'05 – 7/'06

**Intrawest**

**Intrawest Shared Services, Golden, Colorado**

*Resort Accounting Manager*

- Management of resort accounting department (thirteen associates) and all general ledger processes in a recently established shared service model, including monthly close, cash management, financial analysis, and high-volume balance sheet reconciliation for US-based Intrawest Resorts
- Ongoing implementation of process improvements including transition of Resorts to the shared service platform, integration of Intrawest Golf, recent conversion to SAP payroll, incorporation of lodging accounting functions to the general ledger team, and centralization of core accounting processes
- Internal control assessment, mapping, and testing to strengthen control environment and prepare for Sarbanes-Oxley compliance; participation in multiple internal committees to address SOX initiatives
- Review and assessment of overall financial reporting function, including participation in a large-scale Corporate initiative to shorten the fiscal close process and expedite the cycle time for regulatory requirements (Intrawest Operational Excellence)
- Key point of contact for internal and independent audits and coordination thereof
- Effective team leadership and staff development resulting in improved annual employee engagement index of twenty percent; proven track record in coaching, motivating, and mentoring others
- Extensive interaction with multiple levels of Resort management and Corporate headquarters

5/'04 – 4/'05

**College Partnership, Inc.**

**Lakewood, Colorado**

*Corporate Controller*

- Financial statement preparation and analysis including SEC reporting for \$20 million public company
- Restructure and ongoing management of seven-member accounting department and all related core processes
- Hands-on treasury and cash flow management, including full scale banking conversion and financing of accounts receivable
- Development of Company's human resource function; management of payroll process and benefits administration
- Internal control assessment, process flow mapping, and process improvement to strengthen control environment and prepare for Sarbanes-Oxley compliance
- Review and development of accounting methodology, including revenue recognition for multiple deliverables of products and services
- Development of budget framework, profit/cost centers and related general ledger redesign
- Extensive interaction with Company's officers, independent auditors, and board of directors

5/'00-2/'04

**Omnicom Group, Inc.**

**The Integer Group, Lakewood, Colorado**

*Corporate Controller*

- Consolidation, forecasting, and financial statement review & analysis for six public companies totaling \$100 million in annual revenues, including trend/productivity analysis, cash flow, and capital expenditures
- Service fee & contract development for various service platforms, including pricing & profitability analysis
- Direct report to CEO; primary corporate contact for all financial matters, including extensive communication with corporate headquarters, agency Presidents & CFO's, and various levels of agency management
- Project lead for Sarbanes-Oxley initiative; extensive involvement with corporate Sarbanes-Oxley team and coordination of compliance for all Integer companies
- System conversion and roll-out of best practices to achieve consistencies in efficiencies, financial reporting, and performance measures among companies



- Coordination of information required by auditors, both independent and internal

#### *Controller*

- Managed accounting department of eighteen associates and all core processes including accounts payable and receivable, billing, general ledger, inventory management, and cash management for \$50 million agency
- Job costing and profitability analysis, including design of client profitability and time analysis reports
- Complete system conversion of all accounting functions as well as project management system
- Preparation of financial statements, detailed quarterly financial reporting packages, quarterly/annual forecasts and related variance analysis
- Development and maintenance of internal controls, including department reorganization resulting in increased efficiencies

3/97-5/00

#### **Omnicom Group, Inc.**

**Omnicom Management Services, Dallas, Texas**

#### *Assistant Controller*

- Preparation of internal financial statements for ten-plus advertising agencies and their respective divisions
- Responsible for reporting actual results, financial reporting packages, and quarterly forecasts to parent company and its networks; preparation of budgets and variance analysis
- Extensive interaction with local financial management as well as communication with corporate headquarters
- General ledger management, including system maintenance, reconciliation, and related research
- System design and enhancement of various accounting and financial applications
- Assisted Controller with management of accounting department

9/95-2/97

#### **Price Waterhouse LLP, Dallas, Texas**

#### *Audit Staff*

- Participated in audits of companies within a variety of industries
- Developed strong analytical skills by performing analysis of operating results and trends
- Evaluation of internal accounting and control procedures to enhance control environment and improve efficiency of operations; extensive interaction with all levels of client management

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#### **Certification**

Certified Public Accountant in Texas and Colorado

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#### **Education**

Baylor University, Waco, Texas

Bachelor of Business Administration/Accounting, *Magna Cum Laude*

---

#### **Memberships**

- American Institute of CPAs
- Colorado Society of CPAs
- Association for Financial Professionals
- Western Pension and Benefits Conference

# ***Bryan Ganno***

---

490 S. Locust St., Denver, CO 80224 | dial: 415.377.3996 | mail: bganno@gmail.com

## ***SUMMARY***

Operations manager with over 10 years of experience in strategic operational design supported by results-based implementation. Experience extends from business development and over-arching budgetary forecasting and planning to personnel and project oversight.

## ***CORE SKILLS***

***Operations • Strategy • Optimization • Forecasting • Business Development • Writing •  
Corporate & Regulatory Compliance • Process Improvement • Contract & Budget Analysis***

## ***PROFESSIONAL EXPERIENCE***

### **Vodafone US Inc.**

#### ***Governance Manager***

*Denver, CO 2014 – Present*

- Corporate officer for Vodafone US Inc. responsible for board meeting logistics and minutes.
- U.S. entity operational support.
- Responsible for regulatory compliance and maintaining corporate and organizational records.
- Oversee formation and dissolution of corporate entities.
- Coordinate corporate transactions and govern process recordation, including stock issuance.

### **Zupkus & Angell, P.C.**

#### ***Business Manager***

*Denver, CO 2012 – 2014*

- Oversee and direct all operating functions, administrative policies and procedures, financial management, personnel, professional liability, and information systems.
- Critically evaluated contracts and invoices and implemented strategy resulting in net profit percentage gain from 2011 to present over 250% and reduced expenses over 50%.
- Evaluate and optimize staff organizational structure, eliminating redundant annual paper and payroll expense.
- Manage all contracts for employees, contractors, vendors, and property maintenance needs.
- Assess and prioritize all financial transactions, including managing cash flow, creating budgets, and developing long-term fiscal plans.
- Wrote standardized procedures, protocols, and billing practices to reduce rates of error and to boost efficiency.

### **Exposures Magazine & ROOT Journal**

#### ***Editor-in-Chief***

*Denver, CO 2010 – 2013*

- Oversee content, evaluate and drive readership expansion, and responsible for final editorial determination.
- Directed ROOT to award-winning status and expanded publication from local to national in two years.

**National Park Service**  
**Assistant Landscape Architect**

*Rocky Mountain National Park, CO 2010 – 2011*

- Developed field operations and protocols identifying accessibility risk and compliance.
- Wrote 326-page ADA assessment manual, to be implemented nationwide as best practices for national parks.

**Securities & Exchange Commission**  
**Contract Paralegal**

*Denver, CO 2009 – 2010*

- Implemented federal compliance measures while directing backlog of decades-old case materials for permanent archival.

**Sonnenschein Nath & Rosenthal LLP**  
**Senior Paralegal and Human Resources Officer (Patent Litigation)**

*Menlo Park, CA 2007 – 2008*

- Consulted nationwide to streamline paralegal workforce and establish group-wide best practices.
- Developed and directed paralegal operational strategy for Silicon Valley and Washington, D.C. patent groups.
- Designed business development presentations for the Board of Directors at Yahoo and legal departments at: Intel, Oracle, Cisco, Broadcom and others.

**Weil, Gotshal & Manges LLP**  
**Senior Paralegal / U.S. Paralegal Trainer**

*Menlo Park, CA 2003 – 2007*

- Oversight and management of 10 direct reports across multiple cases and disciplines.
- Co-wrote national Patent Litigation paralegal training manual and evaluated and directed paralegal development.

**EDUCATION**

**University of Colorado Denver, *Master of Arts* – Landscape Architecture – High Honors.**  
**University of Montana, *Bachelor of Arts* - Journalism, Print Option – Dean's List.**

**ADDITIONAL SKILLS**

***Excellent Computer Knowledge and Application – Microsoft Office, Adobe Creative Suite, Wordpress • Google Analytics • Basic German Language • Communication – Verbal and through Design***

## EXHIBIT F-1

### FINANCIAL INFORMATION

Applicant possesses the necessary financial resources to provide the services proposed in this Application. The Company is a wholly-owned subsidiary of Vodafone Group Plc ("Vodafone"), a major multi-national communications provider. In its March 2014 annual report, Vodafone reported approximately \$64.5 billion in revenues from its global operations. Thus, in addition to its own considerable resources, VUSI has reliable access to more than ample working capital to fund the Company's proposed operations, including the ability to meet any lease and ownership obligations associated with its provision of competitive telecommunications services. Below is an extract from the Consolidated Income Statement presented on page 96 of the Vodafone March 2014 annual report. (The table originally included data from 2012, 2013, and 2014.) The data provided was originally reported in UK pounds (£) but has been converted unofficially to U.S. dollars based upon the average conversion rate as of the issuance of the annual report. A copy of Vodafone's complete March 2014 annual report can be accessed at

[http://www.vodafone.com/content/annualreport/annual\\_report14/downloads/full\\_annual\\_report\\_2014.pdf](http://www.vodafone.com/content/annualreport/annual_report14/downloads/full_annual_report_2014.pdf)

Consolidated income statement (April 1, 2013- March 31, 2014)		
	2013 UK£ (million)	2013 US\$\$ (million)
<b>Revenue</b>	38,346	64,506
Cost of Sales	(27,942)	(47,004)
<b>Gross profit</b>	10,404	17,502
Selling and distribution expenses	(3,033)	(5,102)
Administrative expenses	(4,245)	(7,141)
Share of result in associates	278	468
Impairment losses	(6,600)	(11,103)
Other income and expense	(717)	(1,206)
<b>Operating profit</b>	(3,913)	(6,582)
Non-operating income and expense	(149)	(251)
Investment income	346	582
Financing costs	(1,554)	(2,614)
<b>Profit before taxation</b>	(5,270)	(8,865)
Income tax expense	16,582	27,894
<b>Profit for the financial year</b>	59,420	99,956
Attributable to:		
-Equity shareholders	59,254	99,677
-Non-controlling interests	166	279
Basic earnings per share*	223.84p	376.54
Diluted earnings per share*	222.07p	373.57

\*These values are not expressed in terms of millions

**EXHIBIT F-2**

**FINANCIAL INFORMATION**

**Confidential & Proprietary Exhibit**

**Submitted *under seal***

**Pursuant to a request for confidential treatment**

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

[March 2014 statements]

[Copy of attached projections]

**EXHIBIT G-1**

PROPOSED LOCAL EXCHANGE TARIFF  
(Attached)

## **STATE OF TENNESSEE TELECOMMUNICATIONS TARIFF**

Regulations and Schedule of Charges Applying to  
Competitive Local Exchange  
Telecommunications Services  
in the State of Tennessee

### **Vodafone US Inc.**

Vodafone US Inc.  
560 Lexington Avenue, 9th Floor  
New York, NY 10022

Tariff ("Tariff") contains descriptions, regulations, and rates applicable to the furnishing of competitive, presubscribed local exchange telecommunications Services provided by Vodafone US Inc. ("Vodafone U.S." or "Company") within the State of Tennessee. This Tariff is on file with the State of Tennessee Regulatory Authority ("Authority"). This Tariff may also be inspected during normal business hours at Vodafone US Inc.'s principal place of business at 560 Lexington Avenue, 9th Floor New York, NY 10022.

---

Issued:

Effective:

Issued By:

Blair Rosenthal  
Assistant General Counsel  
Vodafone US Inc.  
560 Lexington Avenue, 9<sup>th</sup> Floor  
New York, NY 10022

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**CHECK SHEET**

Sheets inclusive of this Tariff are effective as of the date shown at the bottom of the respective Sheet(s). Revised Sheets as named below contain all changes from the original filing that are in effect on the date listed.

Sheet No.	Sheet Version	Sheet No.	Sheet Version	Sheet No.	Sheet Version
1	Original	35	Original	69	Original
2	Original	36	Original		
3	Original	37	Original		
4	Original	38	Original		
5	Original	39	Original		
6	Original	40	Original		
7	Original	41	Original		
8	Original	42	Original		
9	Original	43	Original		
10	Original	44	Original		
11	Original	45	Original		
12	Original	46	Original		
13	Original	47	Original		
14	Original	48	Original		
15	Original	49	Original		
16	Original	50	Original		
17	Original	51	Original		
18	Original	52	Original		
19	Original	53	Original		
20	Original	54	Original		
21	Original	55	Original		
22	Original	56	Original		
23	Original	57	Original		
24	Original	58	Second		
25	Original	59	Original		
26	Original	60	Original		
27	Original	61	Original		
28	Original	62	Original		
29	Original	63	Original		
30	Original	64	Original		
31	Original	65	Original		
32	Original	66	Original		
33	Original	67	Original		
34	Original	68	Original		

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Issued:

Effective:

Issued By:

Blair Rosenthal  
Assistant General Counsel  
Vodafone US Inc.  
560 Lexington Avenue, 9<sup>th</sup> Floor  
New York, NY 10022



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**CONCURRING CARRIERS**

None

**CONNECTING CARRIERS**

None

**OTHER PARTICIPATING CARRIERS**

None

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**EXPLANATION OF SYMBOLS**

- (C)** Change in the offering
- (D)** To signify a discontinued regulation.
- (I)** To signify increased rate.
- (M)** To signify material relocated from or to another Tariff location.
- (N)** To signify a new rate or regulation.
- (R)** To signify a reduced rate.
- (T)** To signify a change in text only.

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**TARIFF FORMAT**

- A. Page Numbering** - Sheet numbers appear in the upper right corner of the 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. 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 Authority. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Authority follows in its Tariff approval process, the most current Sheet number on file with the Authority is not always the Sheet in effect. Consult the Check Sheet for the Sheet currently in effect.
- C. Paragraph Numbering Sequence** – There are five 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.
- D. Check Sheets** - When a Tariff filing is made with the Authority, 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 Authorized User should refer to the latest Check Sheet to find if a particular Sheet is the most current on file with the Authority.

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**APPLICATION OF TARIFF**

- A.** This Tariff schedule sets forth the Service offerings, rates, terms and conditions applicable to the furnishing of competing local exchange Services offered by Company to Customers in the State of Tennessee, subject to availability.
- B.** Company has been granted authority to provide Local Exchange Service in exchanges served by incumbent local exchange carriers that do not enjoy a rural exemption under Section 251(F) of the Federal Telecommunications Act of 1996. Company's Local Exchange Service area is consistent with the incumbent local exchange carrier as set forth in each company's respective local exchange Price List, which Company adopts as its own.
- C.** The rates and regulations contained in this Tariff apply only to the telecommunications Services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or the Services provided by a Local Exchange Carrier or other common Carrier for use in accessing the Services of Company. This Tariff does not cover any information service or other unregulated service offered by Company or its affiliates.
- D.** Company may not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.
- E.** The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Authority.
- F.** This Tariff is governed and interpreted according to the Laws of the State of Tennessee.

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**SECTION 1 - DEFINITIONS AND ABBREVIATIONS**

Certain terms used generally throughout this Tariff are defined in this section. Other terms having reference only to a specific Service offered by Company may be defined in the sections applicable to that Service.

**Access Line:** A circuit providing Exchange Service between a Customer's standard network interface and a serving switching center.

**Applicant:** The individual, firm, partnership, association, corporation, municipality, cooperative organization, governmental agency, etc., which has applied to Company for Services provided as set forth in this Tariff.

**Authority:** The State of Tennessee Regulatory Authority.

**Authorized User:** A person, firm, corporation or other entity that either is authorized by the Customer to use Service or is placed in a position by the Customer, either through acts or omissions, to use Service. Also see "End-User."

**Basic Local Exchange Service:** Service that includes the following:

- \* Single-party Service;
- \* Voice grade access to the public switched network;
- \* Support for local use;
- \* Dual tone multifrequency signaling (touch-tone);
- \* Access to emergency Services (911);
- \* Access to operator Services;
- \* Access to Interexchange Services;
- \* Access to directory assistance; and
- \* Toll limitation Services.

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

**Carrier:** An entity certified by the Authority to provide telecommunications Services within the State of Tennessee.

**Central Office:** A switching unit, in one location of a telecommunications system providing Service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting lines.

**Channel:** A communications path between two or more points of termination.

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**SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued**

**Company:** Vodafone US Inc. ("VUSI" or "Company"), the issuer of this Tariff.

**Customer:** The person, firm, corporation or other entity that orders or uses the Company's services offered in this tariff and which is responsible for payment of charges in compliance with the regulations in this tariff, except any person, firm, corporation or other entity to whom the Company does not specifically solicit for the use of the Company's services offered in this Tariff or who does not affirmatively consent to the use of the Company's services offered in this Tariff.

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

**Directory Listing:** The publication in alphabetical directory published by an incumbent local exchange carrier ("ILEC") of information relative to a subscriber's telephone number, by which telephone Authorized Users are enabled to ascertain the telephone number of a desired individual or business.

**Disconnect or Disconnection:** The termination of a circuit connection between the Originating Station and the Called Station or Company's operator.

**End User:** Any person, firm, corporation, partnership or other entity that uses the Services of Company under the provisions and regulations of this Tariff. The End User is responsible for payment unless the charges for the Services utilized are accepted and paid by another Customer. Also see "Authorized User."

**Exchange:** A basic unit for the administration of communication Services in a specified area, called the Exchange Area. It usually consists of one or more Central Offices together with the associated plant used in furnishing communication Service in that area.

**Facility or Facilities:** Includes, in the aggregate or otherwise, but is not limited to, the following: Channels, Lines, Apparatus, Devices, Equipment, Accessories, Communications paths and Systems, which are provided by Company and utilized by it in the furnishing of telecommunications Services or which are provided by a Customer and used for telecommunications purposes.

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**SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued**

**Force Majeure:** Causes beyond Company's control, including but not limited to: acts of God, fire, flood, explosion, lightning or other natural catastrophes, labor dispute, cable cuts, and failures of third-party suppliers of goods and services; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military Authority; preemption of existing Service in compliance with national emergencies; insurrections; riots; wars.

**Holidays:** Any day which is a legally observed federal government holiday.

**Installation Charges:** Charges, which are assessed on a non-recurring basis at the establishment of a Service.

**Interexchange:** Telephone calls, Traffic, Facilities or other items that originate in one Exchange and terminate in another.

**InterLATA:** A term used to describe Services, functions, etc., that relate to telecommunications originating in one LATA and terminating outside of the originating LATA.

**IntraLATA:** A term used to describe Services, revenues, functions, etc., that relate to the telecommunications that originate and terminate within the same LATA.

**Joint User:** An individual, partnership, association or corporation sharing a Customer's Exchange Service according to the provisions of this Tariff for such shared use.

**LATA (Local Access and Transport Area):** A geographical area established by the U.S. District Court for the State of Tennessee in Civil Action No. 82-0192 or any other geographical area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4 or its successor Tariffs.

**Local Calling Area:** One or more rate centers within which a Customer can place calls without incurring long-distance (toll) charges.

**Local Exchange Carrier ("LEC"):** A company that furnishes Local Exchange telecommunications Service.

**Local Exchange Service:** The furnishing of telecommunications Service to individual and Business Customers within a specified geographical area for Basic Local Exchange Service.

**Local Exchange Service Area:** The area within which a Customer may make calls without payment of message toll charges. A Local Exchange Service Area may include one or more Exchange Areas of Company or of other telephone companies.

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**SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued**

**Premises:** The building, or portion or portions of a building or structure, occupied at one time by a Customer either as a residence or for business use.

**Service(s):** The intrastate telecommunications Service(s) that Company offers as set forth in this Tariff.

**Station:** Telephone equipment from or to which calls are placed.

**Telecommunications Relay Service (TRS):** Enables the Deaf, hard-of-hearing, or speech-impaired who use a text telephone or similar devices, and non-impaired callers to freely communicate with each other.

**Trunk:** A communications path connecting two switching systems in a network used in the establishment of an end-to-end connection.

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**SECTION 2 - RULES AND REGULATIONS****2.1. UNDERTAKING OF COMPANY****2.1.1. Scope**

- A. Company undertakes to furnish competitive Local Exchange communications Services within the State of Tennessee pursuant to the rates, terms and conditions set forth in this Tariff.
- B. Customers and Authorized Users may use Services and Facilities provided under this Tariff to obtain access to Services offered by other service providers. Company is responsible under this Tariff only for the Services and Facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to Company network in order to originate or terminate its own services, or to communicate with its own customers.
- C. Company offers Services to Customers for the transmission and reception of voice, data, and other types of communications.
- D. Company does not transmit messages pursuant to this Tariff, but its Services may be used for that purpose.
- E. Company's Services are provided on a monthly basis unless otherwise provided, and are generally available twenty-four (24) hours per day, seven (7) days per week, and three-hundred and sixty-five (365) days per year.
- F. Company may, at Company's sole discretion, elect to employ third parties to perform any of its obligations under this Tariff.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.1. UNDERTAKING OF COMPANY, Continued****2.1.2. Shortage of Equipment or Facilities**

- A. Company reserves the right to limit or to allocate the use of existing Facilities, or of additional Facilities offered by Company, when necessary because of lack of Facilities, or due to some other causes beyond Company's control.
- B. The furnishing of Service under this Tariff is subject to existence of necessary Facilities in a specific location. The availability on a continuing basis of all the necessary Facilities and is limited to the capacity of Company's Facilities as well as Facilities Company may obtain from other Carriers to furnish Service from time to time as required at the sole discretion of Company.
- C. Notwithstanding anything else in this Section, the quality of Service will meet or exceed the minimum standards set forth in Authority regulations as amended from time to time.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.1. UNDERTAKING OF COMPANY, Continued****2.1.3. Terms and Conditions**

- A. Service is provided on the basis of a minimum period of at least one month, twenty-four (24) hours per day. For the purpose of computing charges in this Tariff, a month is considered to have thirty (30) calendar days.
- B. Customers may be required to enter into written Service orders, which shall contain or reference a specific description of the Service ordered, the rates to be charged, the duration of the Services, and the terms and conditions in this Tariff; further, Customers will also be required to execute any other documents as may be reasonably requested by Company.
- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, Service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon thirty (30) calendar days' written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service order and this Tariff prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the Service order, shall survive such termination.
- D. No other telecommunications provider may interfere with the right of any person or entity to obtain Service directly from Company. Customers who have service with another carrier under contract may incur early termination fees to subscribe to Company's Services.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.1. UNDERTAKING OF COMPANY, Continued****2.1.4. Liability of Company**

Because the Customer has exclusive control of its communications over the Services furnished by Company, and because interruptions and errors incident to these Services may be unavoidable, the Services are subject to the terms, conditions, and limitations specified in this Tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular Services and Facilities furnished under this Tariff.

- A. Liability for Service Disruption - The liability of Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Services or arising out of the failure to furnish the Service, whether caused by act or omission, will be limited to the proportionate charge (based on the rates then in effect) for the Service during the period of time in which the Service is affected. The extension of such allowances for interruption is the sole remedy of the Customer and the sole liability of Company. Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages or lost profits, or costs of cover to Customer as a result of any Company Service, equipment, or Facilities, or the acts or omissions or negligence of Company's employees or agents.
- B. Indemnification - Company will not be liable to the Customer or Authorized User for, and the Customer and any Authorized User, jointly and severally, will indemnify, defend and hold harmless Company from any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving:
  - 1. Circumstances Beyond Company's Control - Company is not liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to Force Majeure; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties when it does not involve Company's employees.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.1. UNDERTAKING OF COMPANY, Continued****2.1.4. Liability of Company, Continued****B. Indemnification, Continued**

2. Acts of Other Entities - Company is not liable for: (a) any act or omission of any entity furnishing Company or Company's Customers facilities or equipment used for or with the Services Company offers, or (b) for the acts or omissions of other Carriers.
3. Acts of the Customer - Company is not liable for any damages or losses due to the fault or negligence of the Customer, its employees, agents, or suppliers, or due to the failure of malfunction of Customer-provided equipment or facilities. This limitation of liability also pertains to Customer Premises Equipment ("CPE") purchased or leased from Company by the Customer.
4. Damage to Customer's Premises - Company is not liable for any defacement of or damage to Customer Premises resulting from the furnishing of Services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of Company's agents or employees.
5. Liability for Acts of Other Carriers or Companies - Company is not liable for any act or omission of any other companies supplying a portion of the Service, or for damages associated with Service, Channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company Services.
6. Liability for Transmission Errors - Company is not liable for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the Service of Company, (1) caused by Customer-provided equipment or (2) not prevented by Customer-provided equipment but which would have been prevented had Company-provided equipment been used.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.1. UNDERTAKING OF COMPANY, Continued****2.1.4. Liability of Company, Continued****B. Indemnification, Continued**

7. Disconnection of Service - Company is not liable for the Disconnection of Service, including but not limited to, any direct, indirect, incidental, special consequential, exemplary or punitive damages or lost profits, or costs to cover, so long as such Disconnection of Service complied with the applicable rules and regulations; or
8. Violations - Company is not liable for violations of the obligations of the Customer under this Tariff; or
9. Interruption - Company is not liable for the interruption of a call to any party or any other person in conjunction with use of the Busy Line Verification and Interrupt Service; or
10. Loss, Destruction or Damage - Company is not liable for any loss, destruction or damage to property of the Customer, the Customer's agent, distributors, or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either Company or the Customer, to the extent caused by or resulting from the negligent or unintentional act or omission of Company, Customer, Authorized User or their employees, agents, representatives, or invitees; or
11. Unlawful Acts - Company is not liable for unlawful acts of Company's agents and employees if committed beyond the scope of their agency or employment; or
12. Disclosure - Company is not liable for misrepresentation of, or the failure to disclose, the lawful rates and charges published in the Tariff, so long as Company has complied with any applicable rules and regulation related thereto; or

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.1. UNDERTAKING OF COMPANY, Continued****2.1.4. Liability of Company, Continued****B. Indemnification, Continued**

13. Fees - Company is not liable for fees Company delivered to a jurisdiction in question and not returned to Company; or
14. Caller ID Blocking - Company is not liable for any failures, errors malfunctions or omissions of Caller ID Blocking whether arising from or relating to any ordinary negligence of Company; or,
15. Unauthorized Use - Company is not liable for any unauthorized use of the Service provided to Customer.

- C. Limitations of Damages and of Period for Bringing Claims - The entire liability of Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to Company by the Customer for the specific Services giving rise to the claim, and no action or proceeding against Company must be commenced more than one (1) year after the Service related to the claim is rendered. Claims applicable to overbilling against Company must be commenced no more than two (2) years after the Service related to the claim is rendered pursuant to Section 415, U.S. Code, 47 U.S.C. §415.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.1. UNDERTAKING OF COMPANY, Continued****2.1.4. Liability of Company, Continued**

- D. Service Installation and Operation - Company does not guarantee nor make any warranty with respect to Service installations at locations at which there is present an atmosphere that is explosive, prone to fire, lightning strikes, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, harm, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of Service furnished by Company at such locations. Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section as a condition precedent to such installations.
- E. Notice of Temporary Disconnection - Company will, where practicable, notify the Customer that temporary discontinuance of the use of a Service may be required; however, where prior notice is not practicable, nothing contained herein will be deemed to impair Company's right to discontinue forthwith the use of a Service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to temporary discontinuance.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.1. UNDERTAKING OF COMPANY, Continued****2.1.4. Liability of Company, Continued**

F. Connection to Company's Network - Company is not liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to Company's network. The Customer shall secure all licenses, permits, rights of way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that the Customer's or the Customer's agent's equipment and/or system is properly interfaced with Company's Service, that the signals emitted into Company's network are of the proper mode, band-width, power data speed, and signal level for the intended use of the Customer and that the signals do not damage Company equipment, injure its personnel or degrade Service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, and personnel.

G. EXPRESS AND IMPLIED WARRANTIES - COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. COMPANY MAKES NO WARRANTY THAT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE OR MEET ANY PARTICULAR PERFORMANCE LEVEL; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED THROUGH THE SERVICES OR THAT ANY DEFECT IN THE SERVICE WILL BE CORRECTED.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.1. UNDERTAKING OF COMPANY, Continued****2.1.4. Liability of Company, Continued**

- H. Errors in Billing - The liability of Company for errors in billing that result in overpayment by the Customer will be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.
- I. Provision of Service - Company will not be liable for any refusals or failures to provide Service or delays in commencing Service to any Customer or for any failure to provide or maintain Service at any particular performance level.
- J. Emergency 911 Service

With respect to emergency 911 Service:

- 1. This Service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this Service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this Service and does not create any relationship or obligation, direct or indirect, with or to any person other than Customer.
- 2. Neither is Company responsible for any infringement nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 Service features and the equipment associated therewith, or by any Services furnished by Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 Service, and which arise out of the negligence or other wrongful act of Company, the Customer, its Authorized Users, agencies or municipalities, or the employees or agents of any one of them.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.1. UNDERTAKING OF COMPANY, Continued****2.1.4. Liability of Company, Continued**

- K. Directory Listings - Company has no liability for damages arising from errors, mistakes in or omissions of Directory Listings, or errors, mistakes or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof.
1. Cost and Time - Company's liability arising from errors or omissions in Directory Listings will be limited to the actual cost to the Customer for the Directory Listing during a given period of time. There is no liability by Company and there will be no recovery by a Customer for loss of business to a Customer for errors or omissions in Directory Listings.
  2. Private and Semi-Private Listings - In conjunction with private and semi-private listing Services, Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number. Company will try to prevent the disclosure of the number of such telephone, but will not be liable in any manner should such number be divulged.
  3. Non-Published Listings and Emergency Calls - When a Customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental agency responsible for the Emergency 911 Service upon request of such government agency. By subscribing to Service under this Tariff, the Customer acknowledges and agrees with the release of information under the provisions as described above.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.1. UNDERTAKING OF COMPANY, Continued****2.1.5. Service-Affecting Activities**

Company will provide the Customer reasonable notification of Service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or Facilities additions, removals or rearrangements and routine preventative maintenance.

**2.1.6. Provision of Equipment and Facilities**

- A. Company shall use reasonable efforts to make available Services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff. Company does not guarantee availability by any such date and is not liable for any delays in commencing Service to any Customer.
- B. Company shall use reasonable efforts to maintain only the Facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, Disconnect, remove, and attempt to repair, or otherwise interfere with any of the Facilities or equipment installed by Company, except upon the written consent of Company.
- C. Company may substitute, change any equipment or Facility at reasonable times.
- D. Equipment Company provides or installs at the Customer Premises for use in connection with the Services Company offers must not be used for any purpose other than that for which it was provided by Company.
- E. The Customer is responsible for the payment of Service charges as set forth herein for visits by Company's agents or employees to the Premises of the Customer when the Service difficulty or trouble report results from the use of equipment or Facilities provided by any party other than Company, including but not limited to the Customer.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.1. UNDERTAKING OF COMPANY, Continued****2.1.6. Provision of Equipment and Facilities, Continued**

F. Company is not responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the Facilities furnished pursuant to this Tariff, the responsibility of Company shall be limited to the furnishing of Facilities offered under this Tariff and to the maintenance and operation of such Facilities. Subject to this responsibility, Company is not responsible for:

1. The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
2. The reception of signals by Customer-provided equipment.

**2.1.7. Non-Routine Installation**

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

**2.1.8. Special Construction**

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

- A. where Facilities are not presently available, and there is no other requirement for the Facilities so constructed;
- B. of a type other than that which Company would normally utilize in the furnishing of its Services;
- C. over a route other than that which Company would normally utilize in the furnishing of its Services;
- D. in a quantity greater than that which Company would normally construct;

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.1. UNDERTAKING OF COMPANY, Continued**

**2.1.8. Special Construction, Continued**

- E. on an expedited basis;
- F. on a temporary basis until permanent Facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

**2.1.9. Ownership of Facilities**

Title to all Facilities in accordance with this Tariff remains in Company, its agents, wholesale partners or contractors.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.2. PROHIBITED USES****2.2.1. No Unlawful Purpose**

The Services Company offers must not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

**2.2.2. Compliance Letter Required**

Company may require Applicants for Service who intend to use Company's offerings for resale and/or for shared use to file a letter with Company confirming that their use of Company's offerings complies with relevant laws and Authority regulations, policies, orders, and decisions.

**2.2.3. No Interference**

Service may not be used in any manner that interferes with other persons in the use of their Service, prevents other persons from using their Service, otherwise impairs the quality of Service to other Customers, or impairs the privacy of any communications over any Service provided by Company. Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

**2.2.4. Assignment Provisions**

A Customer, Joint User, or Authorized User may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of Company. Company will permit a Customer to transfer its existing Service to another entity if the existing Customer has paid all charges owed to Company for regulated communications Services. Such a transfer will be treated as a Disconnection of existing Service and installation of new Service, and non-recurring Installation Charges as stated in this Tariff will apply.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.2. PROHIBITED USES, Continued****2.2.5. Company-Provided Equipment**

Equipment Company provides or installs at the Customer's Premises for use in connection with the Services Company offers may not be used for any other purpose other than for which Company provided it. Customer may not, and may not permit others to, rearrange, Disconnect, remove, attempt to repair, or otherwise interfere with any of the Services or equipment installed by Company or Company's agent, except upon the consent of Company.

**2.2.6. Service Used for Compensation**

Service may not be used for any purpose for which the Customer receives any payment or other compensation, except when the Customer is a duly authorized and regulated common Carrier. This provision does not prohibit an arrangement between the Customer and Authorized User to share the cost of Service.

**2.2.7. Service Used to Annoy or Harass**

Service may not be used in any manner so as to annoy, abuse, threaten, or harass other persons.

**2.2.8. Service Used for Impersonation or Lewd or Obscene Purposes**

Service must not be used to impersonate another person with fraudulent or malicious intent. Service must not be used to make any oral or written comment, request, suggestion or proposal, or to transmit any nonverbal material, which is obscene, lewd, lascivious, filthy, or indecent, regardless of the format or avenue of transmitting the indecent or obscene material (e.g., 900 or 999 service).

**2.2.9. Service Used Without Payment**

The use of Company's Services either without payment for Service or attempting to avoid payment for Service including, but not limited to, by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards, and engagement of a third party to commit fraud, is prohibited.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.2. PROHIBITED USES, Continued****2.2.10. Rights and Titles Remain with Company**

Except as provided by law, Authority regulations or the Federal Communications Authority's regulations, 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 Company.

**2.2.11. Use of Resold Services from Other Providers**

Customer's use of any resold service obtained from other service providers is also subject to any applicable restrictions in the underlying provider's "service agreements" including, but not limited to, price lists, tariffs, and/or individual customer agreements.

**2.2.12. Use for Solicitation by Recorded Messages**

Service must not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequited or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited in accordance with state and federal laws.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.3. OBLIGATIONS OF THE CUSTOMER****2.3.1. Payment of Bills and Charges**

- A. The Customer is responsible for the payment of all applicable charges for Services rendered pursuant to this Tariff and/or contract;
- B. Customer is responsible for the payment of any bills for Services and for the resolution of any disputes or discrepancies with Company. Company has no responsibility with respect to billing, charges or disputes related to services used by Customer which are not included in Services herein including, without limitation, any local, regional and long distance services not provided by Company.
- C. A charge of \$20.00 will be assessed for checks with insufficient funds or non-existing accounts, unless waived by Company for good cause shown.
- D. If the Customer chooses to place information services provider ("ISP") calls or receives calls via a non-Company affiliated carrier, the Customer will be liable for all charges related to such calls; including without limitation, charges billed to Company or Customer by ISP or other carriers, and any applicable rebilling charge and charges for any service provided by Company or its affiliates.

**2.3.2. Unauthorized Use**

The Customer is responsible 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 Company's network without the authorization of the Customer.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.3. OBLIGATIONS OF THE CUSTOMER, Continued****2.3.3. Compliance with Regulations**

The Customer is responsible for compliance with applicable regulations set forth in this Tariff.

**2.3.4. Compliance with Law**

The Customer is responsible for complying with all laws and regulations applicable to use of services provided under this tariff and any Services contract between Customer and Company.

**2.3.5. Identification**

The Customer is responsible for verifying the name(s) of the Authorized Users allowed to request and use the Customer's Service, upon Company request, and for establishing identity as often as is necessary during the course of a call to Company or when seeking credits from Company.

**2.3.6. Relationship**

A Customer or Authorized User may not represent in any way that the relationship between Customer or Authorized User and Company is anything other than one of customer and supplier, respectively. Nothing in this Tariff gives Customer or Authorized Users any Commission to bind or otherwise incur liability on behalf of Company. Nothing in this Tariff constitutes an endorsement by Company of any activity, service or product of Customer or Authorized Users.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.3. OBLIGATIONS OF THE CUSTOMER, Continued**

**2.3.7. Claims** – With respect to any Service or Facility provided by Company, the Customer shall indemnify, defend and hold harmless Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- A. Any loss, destruction or damage to the property of Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- B. Patent or trademark infringement or other infringement of intellectual property rights including, but not limited to, copyrights, trademarks, and trade secrets, from (1) combining Company-provided Services and equipment with any facilities, Services, or products provided by the Customer or Authorized User or (2) use of Services, functions, or products which Company furnished in a manner Company did not contemplate and over which Company exercises no control; or
- C. Any claim for breach in the privacy or security of communications transmitted over Company's Services; or
- D. Any and all other claims arising out of any act or omission of the Customer or others, in connection with any Service provided by Company pursuant to this Tariff.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.3. OBLIGATIONS OF THE CUSTOMER, Continued****2.3.8. Company-Provided Equipment and Facilities**

- A. Damage to Company Facilities or Equipment - The Customer is responsible for reimbursing Company for damage to, or loss of, Company's Facilities or equipment caused by the acts or omissions of the Customer; or the failure of the Customer to comply with these regulations; or by fire or theft or other casualty on the Customer's Premises, unless caused by the negligence or willful misconduct of the employees or agents of Company, beyond the scope of their employment or agency. Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall have no claim to Company's right of recovery of damages to the extent of such payment made.
- B. Return of Equipment - Customer will return to Company within five (5) business days of termination of Service all Company-provided equipment. All returned equipment must be in the same condition as when delivered to the Customer by Company. Upon demand, Customer will reimburse Company for any costs incurred by Company due to Customer's failure to comply with this Section.

**2.3.9. Resources and Rights of Way**

- A. The Customer must make arrangements or obtain permission for safe, reasonable and continuous access and right-of-way for Company employees or agents of Company to enter the Premises of the Customer or any Authorized User of the Customer at any reasonable hour for the purpose of performing Company's obligations under this Tariff.
- B. The Customer is responsible for obtaining, maintaining, and otherwise having full responsibility for all rights-of-way, conduits, or other areas necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Subsection (A) above. Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for Service.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.3. OBLIGATIONS OF THE CUSTOMER, Continued****2.3.9. Resources and Rights of Way, Continued**

- C. The Customer is responsible for making Company Facilities and equipment available periodically for maintenance purposes at a time agreeable to both Company and the Customer. No allowance for interruptions in Service will be made for the period during which Service is interrupted for such purposes.

**2.3.10. Working Conditions**

- A. The Customer is responsible for providing, at no charge to Company and as specified from time to time by Company, any needed personnel, equipment, space, power, surge and lightning protection to operate Company Facilities and equipment installed on the Premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises.
- B. The Customer is responsible for providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents will be installing or maintaining Company's Facilities and equipment. The Customer may be required to install and maintain Company Facilities and equipment within a hazardous area if, in Company's opinion, injury or damage to Company's employees or property might result from installation or maintenance by Company. The Customer is responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work.

**2.3.11. Liens or Encumbrances**

The Customer is responsible for not creating or allowing to be placed or maintained any liens or other encumbrances on Company's equipment or Facilities or Customer-Premises equipment leased by the Customer from Company.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.3. OBLIGATIONS OF THE CUSTOMER, Continued****2.3.12. Station Equipment**

- A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment will be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the Federal Communications Commission ("FCC") under the FCC's rules and all wiring must be installed and maintained in compliance with those regulations.
- B. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for Service interruptions as set forth in Section 2.6 following is not applicable.
- C. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and Facilities is compatible with such equipment and Facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring must be such as not to cause damage to Company-provided equipment and wiring or injury to Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury must be provided by Company at the Customer's expense.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.3. OBLIGATIONS OF THE CUSTOMER, Continued**

**2.3.13. Interconnection of Facilities** - Any special interface equipment necessary to achieve compatibility between the Facilities and equipment of Company used for furnishing Local Exchange Service and the Channels, facilities, or equipment of others may be provided at the Customer's expense. Company's Services (as detailed in Section 3 of this Tariff) may be connected to the services or facilities of other communications Carriers only when authorized by, and in accordance with, the terms and conditions of the Tariffs of the other communications Carriers that are applicable to such connections. Facilities furnished under this Tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this Tariff.

**2.3.14. Inspections** - Upon reasonable notification to the Customer, and at a reasonable time, Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this Tariff for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned Facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections. If the protective requirements for Customer-provided equipment are not being complied with, Company may take such action as it deems necessary to protect its Facilities, equipment and personnel. Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) business days of receiving this notice the Customer must take this corrective action and notify Company of the action taken. If the Customer fails to do this, Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its Facilities, equipment and personnel from harm. Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer equipment must meet.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.4. CUSTOMER EQUIPMENT AND CHANNELS****2.4.1. General**

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

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.5. PAYMENT ARRANGEMENTS****2.5.1. Establishment of Service****A. Application for Service**

1. An Applicant for Service may be required by Company in its sole discretion to sign an application form requesting Company to furnish Facilities or Service in accordance with the rates, charges, rules and regulations as set forth in this Tariff. This application for Service, where required by Company, together with the provisions of this Tariff, establishes the Contract between Company and the Customer, which may not be assigned or transferred in any manner, without the written consent of Company.
2. If Customer's Service has been terminated or suspended and the Customer wishes to reestablish Service, payment of all unpaid, pending and undisputed charges, as well as a Deposit and or Advance Payment for all connection charges, may be required prior to re-establishing Service, pursuant to rules of the Authority and state laws, if any.
3. Company may refuse to establish Service if any of the following conditions exist:
  - (a) The Applicant has an outstanding amount due for similar Services and is unwilling to make acceptable arrangements with Company for payment;
  - (b) A condition exists which in Company's judgment is unsafe or hazardous to the Applicant, the general population, or Company's personnel or facilities;
  - (c) The Applicant is known to be in violation of Company's Tariffs filed with the Authority;

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.5. PAYMENT ARRANGEMENTS, Continued**

**2.5.1. Establishment of Service, Continued**

**A. Application for Service, Continued**

**3. Company may refuse to establish, Continued**

- (d) Failure of the Applicant to furnish such funds, suitable facilities, and/or rights-of-way necessary to serve the Applicant and which have been specified by Company as a condition for providing Service;
- (e) Applicant falsifies his or her or its identity for the purpose of obtaining Service;
- (f) Company may refuse to provide Service at an address where Service has been discontinued for non-payment of bills for any Service subject to this Tariff if it is determined that the non-payment Customer or real users of the Service still reside at the address; or
- (g) The Service requested is not expressly offered under this Tariff.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.5. PAYMENT ARRANGEMENTS, Continued****2.5.1. Establishment of Service, Continued****B. Establishment of Credit**

1. Request for Service under this Tariff will authorize Company to conduct a credit search on the Customer. Company may refuse Service on the basis of credit history and may refuse further Service due to late payment or nonpayment by the Customer.
2. In order to assure the proper payment of all Customer-incurred charges for Service, Company will require Applicants for Service and Customers to establish and maintain acceptable credit.
3. The establishment or re-establishment of credit by an Applicant or Customer will not relieve the Applicant or Customer from compliance with other responsibilities, including the payment of advance payments or bills, and in no way modifies the provisions concerning disconnection and termination of Service for failure to pay Customer-incurred charges for Service rendered by Company.
4. Company may refuse to furnish Service to an Applicant that has not paid charges for Service of the same classification previously furnished by Company until, at the option of Company, and/or the Applicant pays any past due bill.
5. If the verification of credit results in unsatisfactory credit information, the Applicant will be informed of the reason or reasons for denial of credit, after which Company may refuse to provide or continue Service pursuant to applicable Authority regulations or State law.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.5. PAYMENT ARRANGEMENTS, Continued****2.5.1. Establishment of Service, Continued****B. Establishment of Credit, Continued**

6. An existing Customer may be required to reestablish prepayment when any of the following conditions occur:
  - (a) During the first twelve (12) months that a Customer receives Service, the Customer pays late three (3) times or has Service disconnected by Company for nonpayment two (2) times;
  - (b) After the first twelve (12) months that the Customer has received Service, the Customer has had Service disconnected two (2) times by Company or Company provides evidence that the Customer used a device or scheme to obtain Service without payment;
  - (c) After the first twelve (12) months that a Customer has received Service, the Customer pays late at least three (3) times during any twelve (12) month period; or
  - (d) At any time during the term of the agreement the customers exceeds the established credit limit.
7. Payment by a Customer of past-due bills will not, of itself, relieve the Customer from the obligation of establishing credit.
8. A Customer may be required to reestablish credit when the nature of Service furnished or the basis on which credit was established has significantly changed.
9. If a Customer fails to reestablish credit as required by Company, Service may be disconnected pursuant to Authority rule(s) and state laws, if applicable.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.5. PAYMENT ARRANGEMENTS, Continued****2.5.2. Payment for Service**

- A. Facilities and Service Charges - The Customer is responsible for the payment of all charges for Facilities and Services furnished by Company to the Customer and to all Authorized Users authorized by the Customer, regardless of whether those Services are used by the Customer itself or are resold to or shared with other persons.
- B. Taxes and Fees - The Customer is responsible for payment of any sales, use, excise, access or other local, state and federal taxes, charges or surcharges imposed on or based upon the provision, sale or use of Company's Services.
- C. Changes in Service Requested - If the Customer makes or requests material changes in circuit engineering, equipment specifications, Service parameters, Premises locations, or otherwise materially modifies any provision of the application for Service, the Customer's installation fee will be adjusted accordingly.
- D. Return Check Charge - Checks presented in payment for Services and subsequently returned to Company by the Customer's financial institution for "Non-Sufficient Funds" or other reasons will incur a nonrecurring charge per Customer, per check in accordance with Section 2.3.1.C. of this Tariff.

**2.5.3. Billing and Collection of Charges**

- A. Recurring charges are billed monthly. Usage charges, if applicable, are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No local usage charges will apply to calls received by the Customer.
- B. Billing is payable upon receipt and past due twenty (20) calendar days following the billing date. The Company may impose a monthly late payment charge not to exceed 1.5 percent for the unpaid balance if bills are not paid within twenty (20) days after the date of posting. Where any undercharge in billing of a Customer is the result of a Company mistake, Company will back bill Customer for applicable charges up to six (36) months.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.5. PAYMENT ARRANGEMENTS, Continued**

**2.5.4. Advanced Payments**

Company does not accept advanced payments.

**2.5.5. Deposits**

Company does not accept deposits.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.5. PAYMENT ARRANGEMENTS, Continued****2.5.6. Disputed Bills**

The Customer is responsible for notifying Company in writing, within twenty-one (21) calendar days of the date of mailing of the bill, of any charges in dispute and the specific basis of such dispute by the date on the invoice.

In case of a billing dispute between Customer and Company as to the correct amount of a bill which cannot be adjusted with mutual satisfaction. Customer may enter the following arrangement if confirmed by Company:

- A. Customer requests and Company will comply with the request for an investigation and review of the disputed amount.
- B. The Customer pays the undisputed portion of the bill by the invoice Due Date shown on the bill. Otherwise the Service will be subject to Disconnection if Company has notified Customer by written notice of such delinquency and impending termination.

If there is still disagreement after the investigation and review by a manager of Company, Customer may appeal to the Authority for its investigation and decision.

Company will respond to the Authority requests for information within the timeframe specified by the Authority.

The Authority will review the claim regarding the disputed amount and communicate the results of its review to Customer and Company. Following staff review, the disputed amount becomes due and payable, unless either party files a formal complaint with the Authority.

In order to avoid Disconnection of Service, such amount must be paid within seven (7) calendar days after the date Company notifies Customer that the investigation and review are completed and that such payment must be made or Service will be interrupted. However, the Service will not be disconnected prior to the Due By Date shown on the bill.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.5. PAYMENT ARRANGEMENTS, Continued**

**2.5.6. Disputed Bills, (Continued)**

The address and telephone number of Authority:

Tennessee Regulatory Authority  
502 Deaderick Street, 4<sup>th</sup> Floor  
Nashville, Tennessee 37243  
Telephone: 615.741.2904  
Toll Free: 800.342.8359

**2.5.7. Late Payment Charges**

Collection procedures and the requirement for a Deposit or Advance Payment are not affected by the application of a late payment charge.

**2.5.8. Credit Limit**

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.

**2.5.9. The Issuance of Credit or Payments**

Customers may contact Company for resolution of billing disputes by telephone to Company's Customer Service Department at 855.377.8360 or in writing addressed to the attention of Company Customer Service at 560 Lexington Avenue, 9th Floor, New York, NY 10022. Customer Service representatives are available to address inquiries during company business hours from Monday through Friday, 10:00 AM to 5:00 PM Eastern Time.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.6. INTERRUPTIONS OF SERVICE****2.6.1. General**

- A. Company may temporarily interrupt Service when necessary to affect repairs or maintenance; to eliminate an imminent threat to life, health, safety or substantial property damage; or for reasons of local, State or National emergency. Company shall establish procedures to be followed by its employees to prevent or mitigate interruption or impairment and provide prompt oral or written notification to affected Customers.
- B. It is the obligation of the Customer to notify Company of any interruptions in Service. Before giving such notice, the Customer will ascertain that the trouble is not being caused by any action or omission of the Customer, is not within the Customer's control, and is not in wiring or equipment connected to the terminal of Company.
- C. If the Customer reports to Company that a Service, facility or Circuit is inoperative but declines to release it for testing and repair, or refuses access to Customer Premises for test and repair by Company or an agent of Company, the Service, facility or Circuit is considered to be impaired but not interrupted. No credit allowance will be made for a Service, facility or Circuit considered by Company to be impaired. The Customer will be responsible for the payment of Service charges as set forth herein when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than Company, including, but not limited, to the Customer.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.6. INTERRUPTIONS OF SERVICE, Continued****2.6.2. Limitations of Allowances**

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

- A. Due to the negligence of, willful act of, or noncompliance with the provisions of this Tariff by, the Customer or by third parties the Customer's premises;
- B. Due to the malfunction of Customer-owned telephone equipment;
- C. Due to a Force Majeure;
- D. During any period in which Company is not given full and free access to Company-provided facilities and equipment for the purposes of investigating and correcting interruptions;
- E. During any period when the Customer has released Service to Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements;
- F. That occurs or continues due to the Customer's failure to authorize placement of any element of special construction;
- G. That occurs when Company, under the terms of the Contract for Service, suspends or terminates Services for nonpayment of charges;
- H. For the unlawful or improper use of the facilities or Service.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.6. INTERRUPTIONS OF SERVICE, Continued****2.6.3. Use of Another Means of Communications**

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

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

- A. Credits for interruptions in Service that are provided and billed on a flat rate basis for a minimum period of at least one (1) month, beginning on the date that billing becomes effective, will in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of Service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Credit will be given only for that portion of the Customer's Service affected by the interruption.
- B. For calculating allowances, every month is considered to have thirty (30) calendar days.

**2.6.5. Credit Allowance for Interruptions in Service**

If the interruption is for more than twelve (12) hours, an allowance, at the rate for that portion of the Customer's Service affected by the interruption, will be made upon request for the time such interruption continues after the fact is reported by the Customer or detected by Company as follows:

- A. If the interruption is for twelve (12) hours or less, no allowance will be made.
- B. If the interruption continues for more than twenty-four (24) hours, the allowance will be equal to one thirtieth (1/30th) of the monthly rates for the first full twenty four (24) hour period and for each succeeding twenty four (24) hour period or fraction thereof.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.7. RESTORATION OF SERVICE**

- 2.7.1.** The use and restoration of Service in emergencies will be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations on file with the Authority, which specifies the priority system for such activities.
- 2.7.2.** At the Customer's request Service will be restored when the causes of suspension or discontinuance have been removed and when payment or satisfactory arrangements for payment of all proper charges due from the Customer or Applicant, including any proper Deposit, have been made as provided for in the Tariff; or as the Authority may order pending resolution of any bona fide dispute between Company and the Customer or Applicant over the Disconnection.
- 2.7.3.** When a Customer's Service has been disconnected in accordance with this Tariff and the Service has been terminated through the completion of a Company Service order, Service will be restored only upon the basis of application for new Service.
- 2.7.4.** A Customer whose Service has been discontinued for failure to establish credit or for nonpayment of bills will be required to pay the unpaid balance due Company before Service is restored.
- 2.7.5.** Whenever Service has been discontinued for fraudulent or other unlawful use, Company may, before restoring Service, require the Customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate such fraudulent or otherwise unlawful uses and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.7.6.** Any Customer whose Service has been disconnected may be required to pay Service reconnection charges equal to the initial Service Connection Charge before Service is restored.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.8. USE OF CUSTOMER'S SERVICE BY OTHERS**

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

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.9. CANCELLATION OF SERVICE BY CUSTOMER**

- 2.9.1.** Customer may cancel local Service by providing notice to Company thirty (30) calendar days prior to cancellation.
- 2.9.2.** Customer is responsible for usage charges while still connected to Company's Service and for the payment of associated local Exchange Company charges, if any, for Service charges.
- 2.9.3.** Any cost of Company expenditures will 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 the period mutually agreed 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.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.10. CANCELLATION OF SERVICE BY COMPANY****2.10.1. Discontinuance Without Notice**

Access line service may be refused or disconnected without notice in the event Customer uses equipment in such a manner as to adversely affect the access line service to others, in the event of tampering with the equipment furnished and owned by the exchange carrier, or in the event Customer violates Company's filed Tariff. Company reserves the right to immediately discontinue furnishing the Service to Customers without incurring liability for the following reasons:.

- A. In the event of a condition determined to be hazardous to the Customer, to other Customers of Company, to Company's equipment, the public or to employees of Company;
- B. By reason of any order or decision of a court or any other governmental Authority which prohibits Company from furnishing such Service;
- C. For unlawful use of the Service or use of the Service for unlawful purposes;  
or
- D. In the event that the Facilities have been abandoned or are being used by unauthorized persons.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.10. CANCELLATION OF SERVICE BY COMPANY, Continued**

**2.10.2. Discontinuance of Service With Notice**

Pursuant to Tennessee Rule 1220-4-2-.12, Service may be refused or discontinued for all of the following reasons:

- A. In the event of customer use of equipment in such a manner as to adversely affect the utility's equipment or the utility's service to others.
- B. In the event of tampering with the equipment furnished and owned by the utility.
- C. For violation of or noncompliance with the Authority's Regulations Governing Service Supplied by Telephone Utilities, or for violation of or non-compliance with the utility's rules on file with the Authority.
- D. For failure to comply with municipal ordinance or other laws.
- E. For failure of the customer to permit the utility reasonable access to its equipment.
- F. For nonpayment of bill.

**2.10.3.** Service will not be disconnected on any Friday, Saturday, Sunday or legal holiday, or at any time when the company's business offices are not open to the public, except where an emergency exists.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.10. CANCELLATION OF SERVICE BY COMPANY, Continued****2.10.4. Payment Obligation up to Discontinuance of Service**

The discontinuance of Service(s) by Company pursuant to this Section does not relieve the Customer of any obligations to pay Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies available to Company set forth herein are not exclusive and Company may at all times exercise all the rights available to it under law or equity.

**2.11. NOTICES AND COMMUNICATIONS**

**2.11.1.** The Customer will designate an address to which Company will mail or deliver all notices and other communications. The Customer may also designate a separate address to which Company's bills for Service will be mailed.

**2.11.2.** Company will designate on the bills an address to which the Customer will mail or deliver all notices and other communications. Company may designate a separate address on each bill for Service to which the Customer will mail payment on that bill.

**2.11.3.** All notices or other communications required to be given pursuant to this Tariff will be in writing, unless otherwise provided.

**2.11.4.** Company or the Customer will advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

**2.12. FULL FORCE AND EFFECT**

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

**2.13. TAXES, FEES AND SURCHARGES**

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for Services provided to the Customer and other similar charges. Taxes and fees include, but are not limited to, Federal Universal Service Fund surcharge, State Universal Service Fund surcharge, Federal Access Charge, Carrier Access Charge, Federal Excise Tax, State Sales Tax, and Municipal Tax, E911 and Local Number Portability surcharges. Unless otherwise specified in this Tariff, such taxes, fees and surcharges are in addition to rates as quoted in this Tariff and will be itemized separately in Customer invoices.

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**SECTION 3 – DESCRIPTION OF SERVICE****3.1. APPLICATION OF RATES AND CHARGES**

All Services offered in this Tariff are subject to Service order and change charges where the Customer requests new Services or changes in existing Services, as well as indicated Non-Recurring and Monthly Recurring Charges.

**3.1.1. General**

A. The following sections set forth the rules and regulations governing the application of rates for Company Services, including the following general rate categories:

1. Nonrecurring Charges for installation of Facilities and Services;
2. Monthly Recurring Charges for availability and use of Facilities and Services; and
3. Usage or Transaction Charges (where applicable).

B. Local Exchange Services

The following local exchange Network Services are available to Customers where provisioning is technically and commercially feasible.

1. Business Services
2. Optional Calling Features
3. Directory Listing Services

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**SECTION 3 – DESCRIPTION OF SERVICE, Continued****3.1. APPLICATION OF RATES AND CHARGES, Continued****3.1.2. Service Connection and Maintenance Charges****A. Service Connection Charges**

1. Service Connection Charges are Nonrecurring Charges for establishing or modifying Services. Unless specifically exempted in this or other Sections of this Tariff, Service Connection Charges apply to all Customer-initiated requests, and are in addition to all other scheduled rates and charges.
2. Charges for installation or rearrangement of Service are billed on the next month's bill immediately following work performed by Company.
3. The charges specified in this Tariff reflect Service provided during regularly scheduled work hours, at current installation intervals and without work interruptions by the Customer.
4. Customer requests for expedited Services that require installations on a date that is offered on a later date may result in an increase in applicable Service Connection Charges.
5. Customers that request service connection to be performed outside of normal business hours shall also incur an additional Service Connection Charge (excluding the Service Ordering Charge) as well as any additional costs attendant to the request.

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**SECTION 3 - DESCRIPTION OF SERVICE, Continued****3.2. EXCHANGE SERVICES****3.2.1 Local Exchange Service Territory**

Company's service territory within the State of Tennessee mirrors that of AT&T, Inc. and CenturyLink exchange service territory for those companies with whom Company maintains an operating agreement.

**3.2.2 Local Exchange Service**

- A. Local Exchange Service provides a single, analog, voice-grade telephonic communications Channel, which can be used to place or receive one call at a time. Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other Station equipment.
- B. Local Exchange Services provide a Customer connection to Company's network, enabling the Customer, among other things, to:
  - 1. Originate communications to other points on Company's underlying network;
  - 2. Receive communications from other points on Company's underlying network;
  - 3. Access Company's Services as set forth in this and other Company Tariffs;
  - 4. Access local, interexchange and international telecommunications services provided by other authorized Carriers and the customers of such Carriers to the extent such Carriers are interconnected with Company's underlying network;
  - 5. Access Company's customer service for Service-related assistance;
  - 6. Access 911 or E911 services, where available, operator services, directory assistance, and telecommunications relay services;
  - 7. Access Operator-Assisted Calling Services; and
  - 8. Access Directory Assistance.

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**SECTION 3 - DESCRIPTION OF SERVICE, Continued****3.2. EXCHANGE SERVICES, Continued****3.2.2. Local Exchange Service, Continued**

- C. Local Exchange Services may not be available to originate calls to other telephone companies' caller-paid information services (e.g., NPA 900-NXX, 976-NXX, etc.). Calls to those numbers and other numbers used for caller-paid information services are blocked by Company.
- D. Local Exchange Customers receive one listing per assigned telephone number in the local White Pages Directory and receive a copy of the White Pages Directory at no additional charge.
- E. Whenever any Customer's telephone number is changed after a directory is published, the Company shall, upon Customer's request, intercept all calls to the former number for the time requested by the Customer and give the calling party the new number, provided existing Central Office equipment will permit and the Customer so desires.
- F. When Service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.
- G. Customers for Local Exchange Service must subscribe to, and maintain at all times, a minimum of fifteen (15) Local Exchange Service lines.

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**SECTION 3 - DESCRIPTION OF SERVICE, Continued****3.3. OPTIONAL CALLING FEATURES****3.3.1. Custom Calling Feature Descriptions**

Company offers the following custom calling features. Feature availability is based on Customer location and network availability.

- A. Anonymous Call Rejection: Allows customer to automatically reject all calls that have been marked anonymous by the calling party. The call is routed to a denial announcement and subsequently terminated.
- B. Blocking Services: Blocking Services prevent certain call types from being completed. Blocking service examples include blocking outgoing 10XXX1+ or 900 or 976 calls.
- C. Call Forwarding Busy/Don't Answer/Variable: Call forwarding is the ability to forward an incoming call to a pre-selected station if the called station is unable to receive the call. "Call forwarding busy" will forward the call if the called station is in use; "call forwarding don't answer" will forward the call after a predetermined number of rings; "call forwarding variable" will forward the call regardless of the status of the called station.
- D. Call Waiting: Call Waiting is the ability of the called station to generate a tone when the called station is in use to alert the user that another call is waiting to connect with the called station.
- E. Call Waiting ID: Call waiting ID is the ability to identify the party calling when on another call
- F. Caller ID Blocking: Caller ID Blocking allows subscribers to prevent their name and telephone number from being displayed when they make an outbound call. Subscribers activate Caller ID Blocking on a per call basis by dialing \*67 (1167 from a rotary telephone).
- G. Caller ID: Allows for the automatic delivery of a calling party's name, telephone number (including non-published and non-listed telephone numbers) or both to the called customer. The number is displayed on a customer provided equipment.

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**SECTION 3 - DESCRIPTION OF SERVICE, Continued****3.3. OPTIONAL CALLING FEATURES, Continued****3.3.1. Custom Calling Feature Descriptions, Continued**

- H. Continuous Redial: Allows a customer to dial a code that will cause the feature to automatically redial the last number the customer dialed. If the called number is busy, the feature will redial the called number for a limited period of time. A distinctive ring alerts the customer when the called number becomes available. This service is available on a usage or subscription basis.
- I. Last Call Return: The customer does not have to know the number of the calling party. If the calling party's number is blocked by the calling party, the service will not return the call.
- J. Non-Listed Service: Allows a customer to refuse Directory Listing Service.
- K. No Solicitation: Allows a customer to deter sales and telemarketing calls received by the customer. This is accomplished via a recorded message which informs the caller that the customer does not accept telephone solicitation, and ask solicitors to hang up and to place the called part on the solicitors "do-no-call" list. No Solicitation automatically screens calls between the hours of 8:00 A.M. until 9:00 P.M. daily. A caller may press one, or stay on the line to complete the call connection.
- L. Remote Call Forward: This feature allows a user at a "remote" location to activate/deactivate the call forwarding feature. The user gains remote access to the call forwarding feature from a touch tone phone at a remote location. The RACF feature uses an announcement system to provide interactive voice message prompting, which allows customer to verify the forwarded-to directory number. Changes are accomplished by remotely calling an access number, entering the appropriate line and PIN information when prompted, and making the desired changes.
- M. Selective Call Forwarding: Allows a customer to use Call Forwarding for selected numbers.
- N. Speed Calling: Speed Calling permits placing calls to 8 to 30 telephone numbers dialing an abbreviated code.

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**SECTION 3 – DESCRIPTION OF SERVICE, Continued****3.3. OPTIONAL CALLING FEATURES, Continued****3.3.1. Custom Calling Feature Descriptions, Continued**

- O. Toll Restriction: Toll Restriction provide for exchange access lines to be restricted from dialing billable toll calls. Attempted violation of the restrictions are routed to an announcement.
- P. Three Way Calling: Permits the End-User to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The End-User initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.

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**SECTION 3 - DESCRIPTION OF SERVICE, Continued****3.4. DIRECTORY LISTING SERVICE**

- 3.4.1.** The Company will provide Customer a single directory listing consisting of the Customer's name, Customer's street address, and Customer's telephone number which is designated as the Customer's main billing number, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.
- 3.4.2.** The Company may limit the length of any listing in the directory by the use of abbreviations when in its sole discretion, the clearness of the listing or the identification of the Customer is not impaired thereby.
- 3.4.3.** The Company may, in its sole discretion, refuse a listing (i) that does not constitute Customer's legally authorized or adopted name, (ii) that contains obscenities in the name, (iii) that is likely to mislead or deceive calling persons as to the identity of the listed party, (iv) that is a contrived name used for advertising purposes or used to secure a preferential position in the directory, or (v) that is more elaborate than reasonably necessary to identify the listed party. The Company will notify the Customer prior to withdrawing any listing which is found to be in violation of this subpart.
- 3.4.4.** In order for listings to appear in a directory, a Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- 3.4.5.** Customer may elect for their telephone number and name to be non-listed or non-published in the directory or information services for an additional fee.

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**SECTION 3 - DESCRIPTION OF SERVICE, Continued****3.5. SERVICE PROVIDER OPTIONS****3.5.1. No Primary Interexchange Carrier (PIC) Option**

Customers have the option of not selecting a toll provider as the primary Carrier for intraLATA and/or interLATA toll traffic, thus requiring the Customer to use an access code to obtain toll providers' Services (i.e., 1010-XXX).

**3.5.3. Preferred Carrier Freeze (PCF)**

Company offers a free Service called Preferred Carrier Freeze. This Service is available to all Customers. PCF allows Customers to designate their local long distance (intraLATA) provider, long distance (interLATA) provider, and a local exchange Service provider, as permanent choices, which may not be changed absent further authorization from the Customer. Preferred Carrier Freezes will be implemented or removed by one of the following three methods:

- A. In written form by the use of a Letter of Agency (LOA) that must conform with Rule 1220-4.2-.56 (2)(a), The Tennessee Verification of Orders for Changes of Long Distance Carrier; or
- B. Verbally with a call between the subscriber and the Company; or
- C. Verbally with a three-way conference call between the Company, the subscriber, and the preferred carrier.

At the time a subscriber makes a request to the Company to place a freeze on their account, the Company will send the subscriber a confirmation letter. The Company does not guarantee that by placing a freeze on the subscriber's account that the preferred carrier cannot be changed without the subscriber's consent. The Company is not liable for any damages that may occur if the preferred carrier is changed without the subscriber's consent as long as the Company has fully complied with the requirements specified in Rule 1220-4-2-.56 (2). The Tennessee Verification of Orders for Changes of Long Distance Carriers.

This offering in no way nullifies the Company's responsibility to verify the service provider changes as outlined in Rule 1220-4-2-.56 (2), the Tennessee Verification of Orders for Changes of Long Distance Carriers.

**3.5.4. Carrier Change Charge**

After the initial thirty (30) day period, or at any time after an initial Carrier selection has been made, any Carrier selection or change is subject to a Non-Recurring Charge, per change, per line, as set forth in Section 4.5.3..

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**SECTION 4 – RATES****4.1. SERVICE CONNECTION AND MAINTENANCE CHARGES****4.1.1. Service Order and Change Charges**

The following non-recurring rates apply on a per line basis, unless otherwise noted.

<b>A. <u>Service or Feature</u></b>	<b><u>Residential</u></b>
Line Installation	\$35.00
Move Line	\$35.00
Change Telephone Number	\$17.50
Change of Billing Responsibility, per order	\$5.00
Change to Class of Service, per order	\$10.00
Feature Change	\$8.50
Directory Listing Change / Establishment	\$12.50

**B. Reconnection Fee**

Reconnection fee applies to reconnect Service after dial tone has been suspended or service has been disconnected by Company.

Reconnection fee, per line	\$25.00
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Assistant General Counsel  
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New York, NY 10022

**SECTION 4 – RATES, Continued****4.2. EXCHANGE SERVICES RATES AND CHARGES, Continued****4.2.2. Exchange Services**

	<b>Monthly Recurring Charge</b>
Standard business line, per line	\$35.00

**4.2.3. PRI T1 / Digital T1**

Monthly Recurring Charges	
PRI T1, 1-Year Term	\$2000.00
PRI T1, 2-Year Term	\$1800.00
PRI T1,3-Year Term	\$1600.00
Digital T1, 1-Year Term	\$2000.00
Digital T1, 2-Year Term	\$1800.00
Digital T1, 3-Year Term	\$1600.00

Non-recurring Installation charge, per T1	\$500.00
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**4.2.4. Dedicated Access Exchange Service****A. Business Packages****PRI T1 / Digital T1 Usage Rates**

Local calling, per minute	\$0.010
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**SECTION 4 – RATES, Continued****4.3. OPTIONAL CALLING FEATURES****4.3.1. Custom Calling Features**

<b>Service</b>	<b>Monthly Recurring Charge</b>
Anonymous Call Rejection:	\$0.00
Call Block	\$3.00
Call Forwarding	\$3.00
Call Waiting	\$6.00
Call Waiting ID	\$6.00
Caller ID Blocking	\$0.00
Caller ID	\$6.00
Continuous Redial	\$0.00
Last Call Return	\$0.00
Speed Calling	\$3.00
Three Way Calling	\$3.00

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**SECTION 4 – RATES, Continued****4.4. DIRECTORY LISTING SERVICE****4.4.1. Per Use Features****Per Use Rate**

Continuous Redial	\$0.95
Three-Way Calling	\$0.00
Last Call Return/Callback	\$0.95

**4.4.2. Directory Listing Service****Monthly  
Recurring  
Charge**

Additional Listing	\$3.00
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**4.4.3. Screening and Restriction Services****Monthly  
Recurring  
Charge**

Collect Call Blocking	\$0.00
Third Party Blocking	\$0.00
Caller ID Blocking - Per Use	\$0.00
Continuous Redial Blocking	\$0.00
Last Call Return/Callback Blocking	\$0.00
Toll Restriction	\$2.00

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**SECTION 4 – RATES, Continued****4.5. INTERLATA AND INTRALATA PRESUBSCRIPTION**

**4.5.1.** InterLATA and IntraLATA presubscription is a procedure whereby a subscriber designates Company as the carrier which the subscriber wishes to be the carrier of choice for interLATA and intraLATA toll calls. Such calls are directed to the designated carrier, without the need to use carrier access codes or additional dialing. InterLATA and IntraLATA presubscription does not prevent a subscriber who has presubscribed to the same interLATA and intraLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative interLATA and intraLATA carrier on a per call basis.

**4.5.2. InterLATA and IntraLATA Presubscription Offerings:**

- A. Option A: Subscriber may select Company as the presubscribed carrier for intraLATA toll calls subject to presubscription;
- B. Option B: Subscriber may select an alternate interLATA and intraLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription;
- C. Option C: Subscriber may select a carrier other than Company for the subscriber's interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription; or
- D. Option D: Subscriber may select no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the subscriber to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

**4.5.3. Rules and Regulations**

- A. Subscribers will retain their current dialing arrangements until they request that their dialing arrangements be changed.
- B. Subscribers may select either Options A, B, C or D, above, for intraLATA presubscription.
- C. Subscribers may change their selected Option and/or their presubscribed intraLATA toll carrier at any time.

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**SECTION 4 – RATES, Continued****4.5. INTERLATA AND INTRALATA PRESUBSCRIPTION, Continued****4.5.3. Rules and Regulations, Continued**

- D. New subscribers will be asked to select an intraLATA toll carrier(s) at the time the subscriber places an order to establish local exchange service with Company. Company will process the subscriber's order for interLATA and intraLATA service. The selected carrier(s) will confirm their respective subscriber's verbal selection by third-party verification or return written confirmation notices.

PIC, per change	\$5.00
LPIC, per change	\$5.00

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**SECTION 4 – RATES, Continued****4.6. DIRECTORY ASSISTANCE SERVICE**

Directory Assistance, per requested number	\$0.85
Directory Assistance Call Completion, per intrastate minute	\$0.07

**4.7. PROMOTIONS**

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for qualifying Customers and other occasional promotional events sponsored or endorsed by the Company. From time to time, the Company may waive all processing fees for a Customer. All promotional offerings will be filed with the Authority.

**4.8. INDIVIDUAL CASE BASIS AGREEMENTS**

When the Company furnishes a facility or Service for which a rate or charge is not specified in the Company's Tariff, or when the Company offers rates or charges which may vary from Tariff arrangements, rates and charges will be determined on an Individual Case Basis (ICB). The rates and charges for ICBs will be specified by contract between the Company and the Customer and will be made available to the Authority upon request.

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**EXHIBIT G-2**

ILLUSTRATIVE INTEREXCHANGE SERVICES TARIFF  
(Attached)

**Vodafone US Inc.**

**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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

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**CHECK SHEET**

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

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
1	Original	*	26	Original	*		
2	Original	*	27	Original	*		
3	Original	*	28	Original	*		
4	Original	*	29	Original	*		
5	Original	*	30	Original	*		
6	Original	*	31	Original	*		
7	Original	*	32	Original	*		
8	Original	*					
9	Original	*					
10	Original	*					
11	Original	*					
12	Original	*					
13	Original	*					
14	Original	*					
15	Original	*					
16	Original	*					
17	Original	*					
18	Original	*					
19	Original	*					
20	Original	*					
21	Original	*					
22	Original	*					
23	Original	*					
24	Original	*					
25	Original	*					

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

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**SYMBOLS**

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

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

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**TARIFF FORMAT**

- A. Sheet Numbering** - Page numbers appear in the upper right corner of the sheet. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 34 and 35 would be page 34.1.
- B. Sheet Revision Numbering** - Revision numbers also appear in the upper right corner of the page. These numbers are used to determine the most current page version on file with the Authority. For example, 4th Revised Page 34 cancels the 3rd Revised Page 34. Consult the check sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.A
  - 2.1.1.A.1
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a).I
  - 2.1.1.A.1.(a).I.(i)
  - 2.1.1.A.1.(a).I.(i).(1)
- D. Check Sheet** - When a tariff is filed with the Authority, a current check sheet accompanies the tariff filing. The check sheet lists the tariff pages, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Authority.

**APPLICATION OF TARIFF**

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

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By: Megan Doberneck, General Counsel  
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## **SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

### **1.1 Definitions**

**Authority** - The Tennessee Regulatory Authority

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**2.2 Limitations of Service**

- 2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.
- 2.2.2 Service is furnished to the Customer for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other Users.
- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services may be denied for nonpayment of charges or for other violations of the terms and conditions set forth in this tariff.
- 2.2.5 The use of the Company's services to make Calls which might reasonably be expected to frighten, abuse, torment, or harass another is prohibited.

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

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

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

**2.3 Limitations of Liability**

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

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

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

- 2.3.4 The Company shall not be liable for and the Customer shall indemnify and hold the Company harmless against any claims for loss or damages involving:
- 2.3.4.A Any act or omission of: (i) the Customer or User; or (ii) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company;
  - 2.3.4.B Interruptions or delays in transmission, or errors or defects in transmission, or failure to transmit when caused by or as a result of acts of God, fire, flood or other catastrophes, war, riots, national emergencies, government or military authorities, strikes, lock-outs, work stoppages or other labor difficulties, or causes beyond the Company's control;
  - 2.3.4.C Any unlawful or unauthorized use of the Company's facilities and services;
  - 2.3.4.D Libel, slander or infringement of copyright arising directly or indirectly from content transmitted over facilities provided by the Company;
  - 2.3.4.E Infringement of patents arising from combining non-Company apparatus and systems with facilities provided by the Company;
  - 2.3.4.F Claims arising out of any act or omission of the Customer or other User in connection with service provided by the Company;
  - 2.3.4.G Breach in the privacy or security of communications transmitted over the Company's facilities;

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

## 2.3.4 (Cont'd.)

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

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

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

**2.4 Responsibilities of the Customer**

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

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

- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provisioning of the Company's services, the Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
- 2.4.4 The Customer is responsible for arranging access to its Premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 2.4.5 The Customer must pay the Company for replacement or repair of damage to the Company's equipment or facilities caused by negligent or improper use on the part of the Customer, Users, or others.
- 2.4.6 The Customer must indemnify the Company for the theft of any Company equipment or facilities installed at the Customer's Premises.
- 2.4.7 The Customer agrees, except where the events, incidents or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify and hold harmless the Company against any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss of or damage to any property, whether owned by the Customer or others. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against such actions.

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

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

**2.5.2 Application of Credits for Interrupted Services**

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

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

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

**2.5.3 Limitations on Allowances**

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

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

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Issued:

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

Effective:

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

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

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New York, NY 10022

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

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

**2.8 Individual Case Basis Contracts**

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

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New York, NY 10022

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

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

**2.10 Deposits**

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

**2.11 Advance Payments**

The Company will not require advance payments from Customers.

**2.12 Taxes**

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

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

**2.13 Contested Charges**

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

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

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

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

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

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

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

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

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

**2.13 Contested Charges (cont.)**

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

Toll Free: 1-800-342-8359

TTY: 1-888-276-0677

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

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Issued:

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

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

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

**3.2 Start of Billing**

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

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

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

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

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

Formula:

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

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New York, NY 10022

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

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

**3.5 Long Distance Service Offerings**

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

**3.5.1 1+ Intrastate Long Distance Service**

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

**3.5.2 Intrastate Toll Free Services**

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

**3.5.3 Calling Card Services**

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

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

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

**3.5.5 Directory Assistance Call Completion ("DACC") Service**

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

**3.5.6 Intrastate Operator Assisted Calling**

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

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**SECTION 3 - DESCRIPTION OF SERVICE** (Cont'd.)**3.6 Miscellaneous Service Charges****3.6.1 Order Change**

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

**3.6.2 Bad Check Charge**

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

**3.6.3 Reconnection**

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

**3.6.4 Expedited Installation**

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

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

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

**3.6.5 Service Premises Visit**

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

**3.6.6 Non-routine Installation**

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

**3.6.7 Missed Appointment Charge**

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

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New York, NY 10022

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

Per minute rate: \$0.10

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

Per minute rate: \$0.10

Monthly Recurring Fee Per Number:

Standard Toll Free Number: \$2.00

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

Toll Free Directory Assistance:

Non-Recurring Fee: \$15.00

Monthly Recurring Fee: \$15.00

**4.1.3 Intrastate Calling Card Services**

Per minute rate: \$0.22

Payphone surcharge: \$0.30

Operator surcharge: \$0.75

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New York, NY 10022

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

Initial one (1) minute:	\$0.23
Each additional minute:	\$0.21
Per Call Surcharges:	
Collect Station-Station:	\$0.50
Collect Person-Person:	\$0.50
Third Party:	\$0.50
Calling Card:	\$0.50
Bill to Origin:	\$0.50

**4.1.5 Directory Assistance Service**

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

Per intrastate minute:	\$0.07
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Issued:

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New York, NY 10022

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**SECTION 4 – RATES AND CHARGES** (Cont'd.)**4.2 Miscellaneous Charges**4.2.1 Order Change

Per change: \$50.00

4.2.2 Bad Check Charge

Per returned check: \$25.00

4.2.3 Reconnection

Per line: ICB

4.2.4 Expedite Charge

Per Order: ICB

4.2.5 Service Premise Visit

Per hour: \$125.00

4.2.6 Non-routine Installation

ICB

4.2.7 Missed Appointment Charge

Per occurrence \$125.00

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New York, NY 10022

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

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

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Issued:

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

Effective:

**EXHIBIT H**

SAMPLE INVOICE  
(Attached)

**Confidential & Proprietary Exhibit**  
Submitted *under seal*  
Pursuant to a request for confidential treatment

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

**EXHIBIT I**

**PREFILED TESTIMONY**  
(Attached)

**BEFORE THE TENNESSEE REGULATORY AUTHORITY**

**IN THE MATTER OF THE APPLICATION OF )**  
**VODAFONE US INC. )**  
**FOR A CERTIFICATE OF CONVENIENCE AND )**  
**NECESSITY TO PROVIDE COMPETING ) DOCKET NO. 14-**  
**FACILITIES-BASED AND RESOLD LOCAL )**  
**EXCHANGE, EXCHANGE ACCESS AND )**  
**FACILITIES-BASED INTEREXCHANGE )**  
**SERVICES IN TENNESSEE )**

**PRE-FILED TESTIMONY OF MEGAN DOBERNECK**  
**ON BEHALF OF**  
**VODAFONE US INC.**

**Q. PLEASE STATE YOUR NAME, BUSINESS ADDRESS AND TELEPHONE NUMBER.**

**A.** My name is Megan Doberneck. My business address is 999 18<sup>th</sup> Street, Suite 1750, Denver, CO 80202. My telephone number is 303.293.5870.

**Q. WHAT IS YOUR POSITION WITH THE APPLICANT?**

**A.** I am the General Counsel and Company Secretary of Vodafone US Inc., formerly known as Vodafone Global Enterprise Inc. (“Applicant” or the “Company”).

**Q. WHAT ARE YOUR PRINCIPAL RESPONSIBILITIES?**

**A.** I am responsible for the Company’s legal matters and operations.

**Q. PLEASE BRIEFLY DESCRIBE YOUR PROFESSIONAL BACKGROUND?**

**A.** I have been involved in the communications industry since 2001, serving first as counsel and then as Director of Legal and External Affairs for Covad Communications Company in Denver. Prior to that, I served for seven years as an associate in two law firms in Washington, DC, and Denver Colorado. I have worked for Vodafone since 2007. I am a lawyer licensed to practice in Colorado, New York, and the District of Columbia.

**Q. HAVE YOU EVER TESTIFIED BEFORE THE TENNESSEE REGULATORY AUTHORITY?**

**A.** No, I have not.



**Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

**A.** My testimony supports the Application filed by the Company with the Tennessee Regulatory Authority (“Authority”) for authority to provide local exchange, exchange access service and facilities-based interexchange authority. My testimony focuses on the Company’s technical, managerial and financial qualifications for granting the requested authority.

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

**A.** Yes. All statements in the Application are true and correct to the best of my knowledge, information and belief.

**Q. PLEASE DESCRIBE THE COMPANY AND ITS OPERATIONS.**

**A.** The Company is a corporation organized under the laws of the State of Delaware on March 26, 2008. The Company is a wholly-owned subsidiary of Vodafone Group Plc. (“Vodafone”), a British multinational telecommunications company based in London. Vodafone is among the world’s largest communications companies, serving over 400 million customers. Vodafone delivers mobile voice and data services via its own networks or through partner networks in more than thirty countries worldwide. Partner networks provide access to over forty more countries. Vodafone’s Global Enterprise division was established in 2007 to focus on the provision of telecommunications and information technology services throughout this vast territory. Vodafone US Inc. is preparing to serve as the US provider for the division’s multinational customers. VUSI proposes to provide regulated local exchange, exchange access, and interexchange services to

enterprise subscribers in Tennessee, in addition to interstate, international and a variety of non-regulated services. The Company was granted authority to provide resold interexchange services in Tennessee on April 17, 2014 in Docket No. 13-00131.

**Q. IS VODAFONE US INC. THE SAME ENTITY AS VODAFONE GLOBAL ENTERPRISES, INC.?**

**A.** Yes. The Company was formed under the name Vodafone Global Enterprise Inc. and in 2013 applied to the Authority for resold interexchange authority under that name. Prior to the grant of that authority, the Company changed its name to Vodafone US Inc. as noted in the Authority's order.

**Q. HAS ANY STATE COMMISSION DENIED THE COMPANY AUTHORITY TO OPERATE?**

**A.** No state has refused to grant the Company a certificate to provide telecommunication services.

**Q. PLEASE DESCRIBE THE SERVICES THE COMPANY PROPOSES TO OFFER?**

**A.** The Company proposes to provide switched and dedicated access local exchange, switched exchange access services, and interexchange telecommunications services, in addition to a variety of unregulated services, to enterprise-level commercial subscribers. The Company will coordinate with underlying local exchange carriers for the provision of emergency 911 services, directory publication and distribution, access to telephone relay services and access to directory assistance.

**Q. HOW WILL THE COMPANY PROVIDE ITS SERVICES?**

- A. VUSI will serve its local exchange subscribers by utilizing a combination of leased unbundled network elements (“UNEs”) and other facilities, as well as resold services procured from the incumbent local exchange carrier and other carriers. Towards this end, VUSI will initiate negotiations for resale and/or interconnection agreements with these incumbent and competitive carriers. The resulting agreements will be filed with the Commission for approval pursuant to the Telecommunications Act of 1996. VUSI does not expect to construct or purchase its own facilities in Tennessee.

**Q. WILL THE COMPANY OWN ANY SWITCHING OR TRANSPORT FACILITIES IN TENNESSEE?**

- A. No. At this time, the Company does not anticipate that it will own any switching equipment or transport facilities in Tennessee. VUSI will combine unbundled network elements and other resold services and expects to rely upon the network resources of its underlying providers for all switching and transport facilities.

**Q. HAS THE COMPANY REGISTERED TO DO BUSINESS IN TENNESSEE?**

- A. Yes. The Company’s Certificate of Authority to transact business as a foreign corporation is attached to the Application as **Exhibit B**.

**Q. DOES THE COMPANY HAVE THE MANAGERIAL RESOURCES TO PROVIDE BASIC LOCAL EXCHANGE SERVICES TO CUSTOMERS IN THE LISTED LOCAL EXCHANGE AREAS?**

- A. Yes. The Company’s operations are directed by a management team with proven experience and capability. Each of the officers and directors of Applicant has ten or more years’ experience in his or her respective area of expertise, whether telecommunication, finance, or corporate management. The current management

group brings over two decades of experience working within the Vodafone corporate family. This continuity ensures a cohesive strategic vision for Applicant while providing the critical collaborative skills necessary for effective implementation. In addition, Applicant benefits from access to the operational expertise of the entire Vodafone corporate family of companies.

**Q. PLEASE DESCRIBE THE COMPANY'S FINANCIAL QUALIFICATIONS.**

**A.** The Company possesses the necessary financial resources to provide the proposed services. VUSI has submitted its own financial statements demonstrating adequate resources to provide the proposed services. In addition, as discussed in its application, VUSI is a wholly-owned subsidiary of Vodafone, a major multi-national communications provider. In its March 2014 annual report, Vodafone reported approximately \$64.5 billion in revenues from its global operations. Thus, in addition to its own considerable resources, Applicant has reliable access to additional working capital to fund the Company's proposed operations, including the ability to meet any lease and ownership obligations associated with its provision of competitive telecommunications services. A copy of Vodafone's complete March 2014 annual report can be accessed at [http://www.vodafone.com/content/annualreport/annual\\_report14/downloads/full\\_annual\\_report\\_2014.pdf](http://www.vodafone.com/content/annualreport/annual_report14/downloads/full_annual_report_2014.pdf).

**Q. PLEASE DESCRIBE THE COMPANY'S RATE STRUCTURE**

**A.** The Company's proposed rates are found in its proposed tariff. The Company will file its final local exchange tariff subsequent to the Commission's approval of the Application and prior to providing service in Tennessee.

**Q. DOES THE COMPANY HAVE THE TECHNICAL RESOURCES TO PROVIDE BASIC LOCAL EXCHANGE SERVICE WITHIN THE GEOGRAPHIC AREA OF ITS CERTIFICATION?**

**A.** Yes. While the Company's technical ability to provide services rests substantially on the capabilities of its underlying network providers, VUSI is managed and staffed by a team with extensive industry experience. Moreover, as a Vodafone subsidiary, VUSI can draw upon the expertise and resources of the entire Vodafone corporate family as needed.

**Q. WILL THE COMPANY COMPLY WITH ALL APPLICABLE REGULATIONS REGARDING THE MANAGEMENT OF 9-1-1 EMERGENCY SERVICE TRAFFIC?**

**A.** Yes. The Company will coordinate with its underlying carriers to ensure compliance with all applicable regulations concerning the management of 9-1-1 emergency service traffic.

**Q. PLEASE DESCRIBE THE COMPANY'S TROUBLE REPORTING PROCEDURES.**

**A.** All service-related issues may be directed to the Company's customer service department via its toll-free number, 855.377.8360. Our customer service staff is available twenty-four hours a day/seven days per week. Upon report of service trouble, we will contact our underlying carrier's operations staff to identify its source and will coordinate with the underlying carrier to isolate the trouble and effect repairs. The underlying carrier will take corrective action and will inform us when they believe that the issue has been resolved. The Company will keep the

customer apprised regarding progress and will confirm with the customer that service has been restored.

**Q. HOW WILL THE COMPANY BILL ITS CUSTOMERS?**

**A.** The Company will invoice its customers directly and will not rely upon a third-party billing agent.

**Q. HOW ARE BILLING DISPUTES RESOLVED?**

**A.** The Company's customer service department is available to resolve any customer disputes. Customers may reach the Company's customer service staff via its toll-free telephone number, 855.377.8360, by letter to the address listed on the bill, via fax or by email. In the event that a customer's concerns cannot be resolved by the customer service representative, the matter will be escalated to more senior personnel to ensure a satisfactory resolution. In addition, enterprise-level customers are likely to have assigned account representatives who can assist with the resolution of any disputes. We embrace a strong customer service orientation that makes meeting customer needs an absolute priority.

**Q. HOW ARE RATE AND SERVICE INFORMATION REQUESTS PROCESSED?**

**A.** The Company's customer service representatives are prepared to respond to all rate and service information requests through whatever medium customers elect to communicate with the Company. Typically, VUSI's enterprise customers will contact their assigned account representative to access this information and to request specific services.

**Q. HOW ARE DIRECTORY ASSISTANCE CALLS PROCESSED?**

A. The Company will provide its customers with access to directory assistance through its underlying carrier(s). Directory Assistance is accessible by dialing "1", the area code of the desired number and "555-1212."

**Q. WILL THE COMPANY PROVIDE PUBLIC PAY TELEPHONE SERVICE?**

A. No. The Company does not plan to provide public pay telephone service.

**Q. WILL APPLICANT PROVIDE PREPAID SERVICES?**

A. No. The Company does not provide prepaid services.

**Q. DOES THE COMPANY HAVE A SMALL AND MINORITY-OWNED TELECOMMUNICATIONS BUSINESS PARTICIPATION PLAN ("PLAN"), AS REQUIRED PURSUANT TO T.C.A. § 54-5-22?**

A. Yes. The Company submitted its Plan as **Exhibit H** to its Application.

**Q. HAS THE COMPANY DESIGNATED A PLAN ADMINISTRATOR WHO WILL BE RESPONSIBLE FOR ADMINISTERING THE COMPANY'S PLAN?**

A. Yes. I will be responsible for administering the Plan.

**Q. IS GRANT OF THE APPLICANT'S REQUEST FOR AUTHORITY TO PROVIDE SERVICES CONSISTENT WITH THE PUBLIC INTEREST?**

A. Yes. VUSI's entry into the Tennessee telecommunications market, both for local exchange and interexchange services, will increase competition among providers. These providers, in turn, will be motivated to develop expanded service offerings and provide improved customer service, which will directly benefit consumers. The improvement in service offerings should stimulate increased demand for such services, which will more efficiently utilize existing network resources and create demand for additional network facilities. Finally, the presence of competitively superior enterprise-level telecommunications resources will make Tennessee an

appealing site for migrating businesses, which should translate into benefits for the state's economy in the form of increased tax receipts, and expanded employment opportunities.

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

**A.** Yes.



**EXHIBIT J**

TOLL DIALING PARITY PLAN  
(Attached)

**VODAFONE US INC.**  
**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\, Vodafone US Inc. (the "Company") submits its IntraLATA Toll Dialing Parity (1+ presubscription) Implementation Plan ("Plan").

**I. Objective/Purpose**

The Company seeks authority to provide telecommunications services within the State of Tennessee as a local exchange and interexchange carrier.

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 LATAs where the Company will provide its local telecommunications services within the State of Tennessee. ILP will be available in all exchanges of the underlying local exchange carrier where the Company provides local services.

**III. Implementation Schedule**

The Company intends to offer dialing parity for intraLATA toll calls upon the commencement of the provision of local exchange service. The Company 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 choose any IXC that has established itself as an access customer under the underlying ILEC's access tariff.

**IV. Carrier Selection Process**

The Company will implement full 2-PIC ("Primary Interexchange Carrier") capability for interLATA and intraLATA presubscription. The full 2-PIC methodology allows customers to presubscribe to one carrier for intraLATA toll calls and to the same or a different carrier for interLATA toll calls.

The Company will ensure that new customers have the opportunity to choose their intraLATA toll carrier. The Company's employees who communicate with the public, accept orders and serve in customer service capacities will explain the availability of 2-PIC equal access and intraLATA toll dialing parity. Such employees will also assist

customers in making an initial PIC choice, or in changing a PIC choice for intraLATA and interLATA toll calls.

A. Existing Customers

The Company has no existing local exchange customers in Tennessee.

B. New Customers

A new customer contacting the Company to request local telephone exchange service will be advised of the opportunity to choose both an intraLATA and interLATA toll provider. If requested by the customer, the Company will provide a competitively neutral list of participating telecommunications carriers that provide intraLATA toll service 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. New customers will have thirty (30) calendar days following completion of their service request to make a PIC choice without charge.

V. Carrier Notification

IXCs will be notified via letter that they must contact the Company directly if an end-user using the Company's resold or UNE-P based services desires to change to that IXC. The Company will obtain a list of current IXCs from the TRA for mailing to all currently certificated IXCs. Insofar as it operates 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 dialing parity. Should the Company provide access services as a UNE-P or facilities-based provider, the Company's access carrier customers will be informed of the availability of dialing parity.

VI. PIC Change Charges

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

VII. Anti Slamming Procedures

The Company will establish procedures for handling PIC change orders consistent with Authority requirements. The Company will work with IXCs and any customer who believes it has been slammed in order to quickly resolve any disputes. Upon determination that a customer has been slammed, the Company will ensure that the customer's PIC selection is changed back to its carrier of choice, without charge to the customer, as quickly as possible.

#### VIII. Non-Discriminatory Access

The Company will provide customers with non-discriminatory access to telephone numbers, directory assistance and directory listings.

**EXHIBIT K**

STATEMENT REGARDING NUMBERING ISSUES  
(Attached)

## **NUMBERING ISSUES**

1. What is your company's expected demand for NXXs per NPA within a year of approval of your application?

Response: As the Company will be providing service via resale and utilizing unbundled network elements, the Company does not expect to make any request for its own carrier specific numbering codes. It will instead rely upon the available inventory of its underlying carriers.

2. How many NXXs do you estimate that you will request from NANPA when you establish your service footprint?

Response: Please refer to response to No. 1.

3. When and in what NWP do you expect to establish your service footprint?

Response: The Company initially will provide local service throughout the area currently served by BellSouth (AT&T).

4. Will the company sequentially assign telephone numbers within NXXs?

Response: In the event that the Company's operations necessitate obtaining telephone numbers, it will assign such numbers sequentially within NXXs.

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

Response: The Company will obtain its numbers from underlying carriers and thus will not over-utilize Tennessee's numbering resources.

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

Response: Please see response to No. 1.

**EXHIBIT L**

TENNESSEE SPECIFIC OPERATIONAL ISSUES  
(Attached)

## **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.

Response: For its resale services, the Company will be notified by its underlying carrier(s) as to jurisdictional classifications which ensure that countywide calls within Tennessee are not billed. With respect to its facilities-based services, the Company is aware of the County Wide Calling database maintained by AT&T and CenturyLink, which jurisdictionalizes all Tennessee intraLATA calls. The Company will utilize the rate center database in determining which calls are to be billed to its customers.

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

Response: Yes, the Company is aware of the Tennessee County Wide Calling database and will work with AT&T and CenturyLink, as appropriate, to ensure that its telephone numbers are entered onto the database.

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

Response: Yes, the Company is aware of the local calling areas provided by AT&T and other incumbent carriers.

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

Response: As with the country-wide calling issue, the Company will rely upon underlying carrier jurisdictional data for resold services. For facilities-based services, the Company will utilize the incumbent-maintained rate center database to ensure that customers' calls within the metro calling areas will not be assessed long distance charges.



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

Response:

Bryan Ganno  
Governance Manager  
Vodafone US Inc.  
999 18th Street, Suite 1750  
Denver, CO 80202  
Tel: 303.293.5872  
Fax: 303.296.3178  
Email: bryan.ganno@vodafone.com

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?

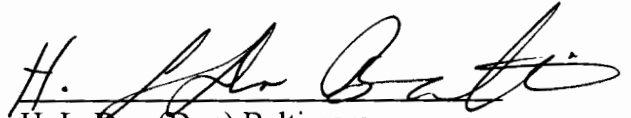
Response: No. The Company does not intend to telemarket its services in Tennessee.

IN THE MATTER OF THE APPLICATION OF )  
VODAFONE US INC. TO AMEND ITS )  
CERTIFICATE OF PUBLIC ) DOCKET NO. 14-\_\_\_\_\_  
CONVENIENCE AND NECESSITY AND )  
NOTICE OF NAME CHANGE )

Counsel to Vodafone US Inc.

## CERTIFICATE OF SERVICE

This is to certify that on August 28, 2014 a copy of the Application of Vodafone US Inc. for a Certificate to Provide Competing Local Telecommunications Services and Interexchange Services, without confidential exhibits, was sent via first class mail, postage prepaid to the attached service list.

A handwritten signature in black ink, appearing to read "H. LaDon Baltimore", written over a horizontal line.

H. LaDon (Don) Baltimore  
Farris Bobango, PLC  
618 Church Street, Suite 300  
Nashville, TN 37219  
Telephone: 615.726.1200  
Facsimile: 615.726.1776  
dbaltimore@farris-law.com  
Counsel to Vodafone US Inc.

**INCUMBENT LOCAL EXCHANGE SERVICE PROVIDERS  
CERTIFICATED IN TENNESSEE  
(FACILITIES-BASED)**

**1) ARDMORE TELEPHONE COMPANY, INC.**

P.O. Box 549  
517 Ardmore Avenue  
Ardmore, TN 38449  
(205) 423-2131  
(205) 423-2208 (Fax)

**2) AT&T, INC.**

333 Commerce Street  
Nashville, TN 37201-3300  
(615) 214-3800  
(615) 214-8820 (Fax)

**3) CENTURY TELEPHONE OF ADAMSVILLE**

P.O. Box 405  
116 N. Oak Street  
Adamsville, TN 38310  
(901) 632-3311  
(901) 632-0232 (Fax)

**4) CENTURY TELEPHONE OF CLAIBORNE**

P.O. Box 100  
507 Main Street  
New Tazewell, TN 37825  
(423) 626-4242  
(423) 626-5224 (Fax)

**5) CENTURY TELEPHONE OF OOLTEWAH-COLLEGEDALE, INC.**

P.O. Box 782  
5616 Main Street  
Ooltewah, TN 37363  
(423) 238-4102  
(423) 238-5699 (Fax)

**6) CITIZENS COMMUNICATIONS COMPANY OF TENNESSEE**

P.O. Box 770  
300 Bland Street  
Bluefield, WV 24701

**7) CITIZENS COMMUNICATIONS COMPANY OF THE VOLUNTEER STATE**

P.O. Box 770  
300 Bland Street  
Bluefield, WV 24701

**8) LORETTO TELEPHONE COMPANY, INC.**

P.O. Box 130  
Loretto, TN 38469  
(931) 853-4351  
(931) 853-4329 (Fax)

**9) MILLINGTON TELEPHONE COMPANY, INC.**

P.O. Box 429  
4880 Navy Road  
Millington, TN 38083-0429  
(901) 872-3311  
(901) 873-0022 (Fax)

**10) SPRINT-UNITED**

112 Sixth Street  
Bristol, TN 37620  
(423) 968-8161  
(423) 968-3148 (Fax)

**11) TDS TELECOM-CONCORD TELEPHONE EXCHANGE, INC.**

P.O. Box 22610  
701 Concord Road  
Knoxville, TN 37933-0610  
(423) 966-5828  
(423) 966-9000 (Fax)

**12) TDS TELECOM-HUMPHREYS COUNTY TELEPHONE COMPANY**

P.O. Box 552  
203 Long Street  
New Johnsonville, TN 37134-0552  
(931) 535-2200  
(931) 535-3309 (Fax)

**13) TDS TELECOM-TELLICO TELEPHONE COMPANY, INC.**

P.O. Box 9  
102 Spence Street  
Tellico Plains, TN 37385-0009  
(423) 671-4600  
(423) 253-7080 (Fax)

**14) TDS TELECOM-TENNESSEE TELEPHONE COMPANY**

P.O. Box 18139

Knoxville, TN 37928-2139

(423) 922-3535

(423) 922-9515 (Fax)

**15) TEC-CROCKETT TELEPHONE COMPANY, INC.**

P.O. Box 7

Friendship, TN 38034

(901) 677-8181

**16) TEC-PEOPLE'S TELEPHONE COMPANY, INC.**

P.O. Box 310

Erin, TN 37061

(931) 289-4221

(931) 289-4220 (Fax)

**17) TEC-WEST TENNESSEE TELEPHONE COMPANY, INC.**

P.O. Box 10

244 E. Main Street

Bradford, TN 38316

(901) 742-2211

(901) 742-2212 (Fax)

**18) UNITED TELEPHONE COMPANY**

P.O. Box 38

120 Taylor Street

Chapel Hill, TN 37034

(931) 364-2289

(931) 364-7202 (Fax)