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GREGORY R. CROCHET  
[greg.crochet@kutakrock.com](mailto:greg.crochet@kutakrock.com)  
(404) 222-4635

September 26, 2016

**VIA E-MAIL (SHARLA.DILLON@TN.GOV)  
AND FEDEX**

Mr. David Foster, Utilities Division Chief  
Tennessee Regulatory Authority  
c/o Ms. Sharla Dillon  
Andrew Jackson State Office Bldg.  
502 Deaderick Street, 4th Floor  
Nashville, TN 37243

Re: *Docket No. 16-00095*, Application of GoDaddy.com, LLC for a Certificate to  
Provide Resold Interexchange Telecommunications Services in the State of  
Tennessee

Dear Ms. Dillon:

On behalf of GoDaddy.com, LLC ("GoDaddy"), enclosed for filing are an original and four (4) copies of the supplemental materials requested in Mr. Foster's letter dated August 29, 2016, in the above-referenced matter. Specifically, we have completed the Tennessee Regulatory Authority ("TRA") form reseller application, and provided the additional materials requested therein. With regard to the questions posed in Mr. Foster's letter and as set forth in the enclosed reseller application, we provide the following:

- 1) The toll-free number for Tennessee customers to call with billing or other questions is (800) 477-1477.
- 2) The name, address, telephone number and email address for a contact person at the company who will be responsible for responding to inquiries from the Tennessee Regulatory Authority regarding company's operations is:

Barrett Saik  
14455 N. Hayden Rd.  
Scottsdale, AZ 85260  
(480) 505-8800  
[bsaik@godaddy.com](mailto:bsaik@godaddy.com)

**KUTAK ROCK LLP**

Ms. Sharla Dillon  
September 26, 2016  
Page 2

The name, address, telephone number and email address for a contact person at the company who will be responsible for responding to inquiries from the Tennessee Regulatory Authority regarding the company's application is:

Jessica Hately  
14455 N. Hayden Rd.  
Scottsdale, AZ 85260  
(480) 505-8800  
jhately@godaddy.com

- 3) The company's original bond pursuant to Tenn. Code Ann. §65-4-125(j) is enclosed.
- 4) An informational tariff is attached to the reseller application as Exhibit H.
- 5) The reseller application form has been completed and is enclosed.

The requisite check in the amount of \$50.00 for the filing fee was included with GoDaddy's original Application, as were copies of GoDaddy's formation documents. We have not included a sample bill copy or IntraLATA Toll Dialing Parity Plan, as neither is applicable to GoDaddy's proposed service in Tennessee. GoDaddy's customers are not invoiced, but rather pay via electronic payment, and GoDaddy is not applying to provide local exchange service.

We ask that the enclosed copy of this letter, along with a stamp filed copy of the cover page of the reseller application, be returned in the self-addressed stamped envelope provided as confirmation of receipt.

Should you have any questions concerning this filing, please do not hesitate to contact the undersigned at (404) 222-4635.

Respectfully submitted,

  
Gregory R. Crochet

Enclosures

cc: Ms. Lisa Foust, TRA (via e-mail with enclosures)  
Jennifer L. Kostyu, Esq. (via e-mail with enclosures)  
Elise L. Dieterich, Esq. (via e-mail with enclosures)



PS-0373 Rev 1/09

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

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

**Part I: General Information**

A. Name of Applicant GoDaddy.com, LLC

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

Legal name of applicant, if different from above.

14455 N. Hayden Rd., Scottsdale, AZ 85260

Address

City

State

Zip

Tenn. Secretary of State Certificate of Authority ID 018119325

Federal Taxpayer ID Number 86-0850417

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

None

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

Address None (See Part 11, C) City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone No. (\_\_\_\_) \_\_\_\_-\_\_\_\_  
(Use additional pages if necessary)

**\*\*\*IMPORTANT INFORMATION\*\*\***

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

**THIS SECTION FOR TRA USE ONLY**

Docket Number. \_\_\_\_\_

Company ID Number \_\_\_\_\_

Date Approved \_\_\_\_\_

Evaluator \_\_\_\_\_

- B. Describe other businesses or business transactions, if any, at the same location as the principal business address: Applicant shares its principal business address with its parent, GoDaddy, Inc. and other GoDaddy affiliates.
- 
- C. Provide the name, business address and a chronological summary of the employment history and business experience over the preceding eight years of:
- (a) The proprietor, if the applicant is an individual;
  - (b) Every member, if the applicant is a partnership;
  - (c) Each Executive Officer, Director and each Key Stockholder if the applicant is a joint stock association or a corporation. (Note: If the applicant is a publicly traded corporation or a subsidiary of such a corporation it does not need to provide this information.) See Exhibit A
  - (d) Any person in a position to exercise control over or direction of, the business of the applicant, regardless of the form of organization of the applicant.

Information to be included:

NAME	TITLE	
BUSINESS ADDRESS		PHONE NO.
EMPLOYMENT HISTORY (with details of duties/responsibilities for each position held)		

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

- D. Has the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, LLC members, directors, officers, five percent (5%) more shareholders or beneficiaries (of a trust) been associated with a business whose authority to transact business was denied, revoked or suspended by a state or federal regulatory or law enforcement entity?
- \_\_\_\_\_ Yes      X   No    If yes, please explain fully.

- E. Has the Tennessee Regulatory Authority, or any other agency of the State of Tennessee, any federal agency or any agency of any other state ever initiated a regulatory action or order against the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, LLC members, directors, officers, five percent (5%) more shareholders or beneficiaries (of a trust)?
- \_\_\_\_\_ Yes      X   No    If yes, please explain fully.

- (1) Has the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, LLC members, directors, officers, five percent (5%) more shareholders or beneficiaries (of a trust), been enjoined or restrained by order by any court or state or federal regulatory or law enforcement entity from engaging in any conduct or practice related to the telecommunications business?
- \_\_\_\_\_ Yes      X   No    If yes, please explain fully.

- F. Has the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, LLC members, directors, officers, five percent (5%) more shareholders or beneficiaries (of a trust) been associated with a business who has ceased providing telecommunications services in any state?
- \_\_\_\_\_ Yes      X   No    If yes, please explain fully and describe the circumstances. (Use additional pages if necessary)

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

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

\_\_\_\_\_ YES \_\_\_\_\_ X \_\_\_\_\_ NO If yes, please explain fully.

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

Barrett Saik (480) 505-8800 (480) 366-3460  
Name Phone No. Fax No.

(800) \_\_\_\_\_ e-mail Address bsaik@godaddy.com

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

Jessica Hately (480) 505-8800 (480) 366-3460  
Name Phone No. Fax No.

(800) \_\_\_\_\_ e-mail Address jhately@godaddy.com

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

800-477-1477 480-505-8877  
PHONE NUMBER ALTERNATE PHONE NUMBER  
169 Saxony Rd., Suite 214 Encinitas CA 92024  
ADDRESS CITY ST ZIPCODE

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

Corporate Service Company  
2908 Poston Avenue, Nashville, TN 37203

- (K) Identify all authorized agents in the state, if any by name, address, business and home phone numbers and any other businesses conducted by the agent at the same location: (use additional sheets if necessary) N/A

Part II:

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

X Resell Interexchange long distance services  
\_\_\_\_ Operator Services  
\_\_\_\_ Resell local services  
\_\_\_\_ Other (describe) \_\_\_\_\_

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

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

Applicant and its affiliates are not currently authorized to provide communications services in any state, but are in the process of registering in all states, as required. Applicant is also in the process of acquiring a telecom company, Freedom Voice Systems.

For the above states, list the number and types of complaint(s) filed against applicant, and the complaint(s)' current status. Provide this information on a separate attachment, if necessary. None

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

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

None.  
\_\_\_\_\_  
\_\_\_\_\_

- E. Areas in Tennessee to be served.

Statewide.

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

- a. Business x  
b. Residential \_\_\_\_\_  
c. Aggregators \_\_\_\_\_  
(e.g. Hotels, Payphones)  
d. Other (specify) \_\_\_\_\_

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

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

- I. Describe the type of services and price that the applicant will be offering in Tennessee on the Informational Tariff Form found in Appendix II<sup>1</sup>.

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

- K. Does the applicant now have or plan to have any telecommunication's facilities (e.g. switches, fiber lines) in Tennessee? No.

\_\_\_\_\_  
\_\_\_\_\_

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

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

Applicant will obtain services to resell in the commercial market and will utilize the carriers with the best prices and service quality at any given time.

M. Will the applicant be utilizing the local telephone company's billing system or billing customers directly<sup>1</sup>? No.

N. Describe briefly how the applicant plans to market their services in Tennessee?  
Print, media, and internet-based advertising.

O. If independent telemarketers are to be used, list the name, contact person, address phone number and federal taxpayer ID for each company. None.

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

See Exhibit B.

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

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

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

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

U. How does the Applicant intend to comply with T.C.A. § 65-21-114? In your response, please explain technically, what procedures the Applicant will use to insure it will not bill for any county wide calls in Tennessee. **Use additional pages if necessary.**  
Applicant does not intend to provide local telephone service. For toll-free resold long distance service, Applicant will charge the same per-minute rate for all calls. Accordingly, Applicant is not providing an IntraLATA Dialing Parity Plan.

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

Part III: Organization Structure

A. Applicant's organizational structure

\_\_\_\_\_ Corporation

\_\_\_\_\_ Publicly Traded Corporation

  X   Subsidiary of a Publicly Traded Corporation

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

\_\_\_\_\_ Other Form of Corporation

List type \_\_\_\_\_ (Example S Corporation)

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

\_\_\_\_\_ Association

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

\_\_\_\_\_ Joint Stock Association

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

\_\_\_\_\_ Trust

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

\_\_\_\_\_ Individual

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

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

(a) The date and state of formation/incorporation: 12/6/2011

(1) Parent Company, if applicable GoDaddy Inc.

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

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

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

(e) Provide the history of material litigation and criminal convictions of every current director, executive officer, or key shareholder of the applicant for the ten-year period prior to the date of this application. None

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

B. \_\_\_\_\_ Proprietorship

\_\_\_\_\_ Partnership



- \_\_\_\_\_ General Attach a copy of the partnership agreement along with any amendments.
- \_\_\_\_\_ Limited Attach a copy of the certificate of limited partnership and the partnership agreement along with any amendments.
- \_\_\_\_\_ Other (Explain on separate sheet)

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

- (a) Identify the place and date of the applicant's qualifications to provide telecommunications services in this state.
- (b) List the full name, social security number and address of the owners, if a sole proprietorship, or all partners identifying the percentage of ownership:  
**ATTACH ADDITIONAL PAGES AS NECESSARY**

C. Number of employees: 4500

Employer Identification Number (E.I.N.) 86-0850417

Part IV: Financial Information

A. Address where business records are kept: 14455 N. Hayden Road  
street

<u>Scottsdale</u>	<u>AZ</u>	<u>85260</u>	
CITY	STATE	ZIP CODE	PHONE NUMBER

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

(1) Fiscal year end: Month December Day 31

(2) Date of most recent audited, unconsolidated financial statement of Applicant:  
April 2016 (See Exhibit F)

(3) If applicable, name and address of independent certified public accountant:  
Ernst & Young, 2 North Central Avenue, Suite 2300,  
Phoenix, AZ 85004

(4) Period covered by financial statement attached: 2014-2016

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

If so, Name of internal auditor Ann Scovil, VP Internal Audit

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

Part VI: Rule Compliance Agreement

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

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

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

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

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

For Individual and Partners:

_____ Signature	_____ Signature
_____ PRINTED NAME	_____ PRINTED NAME

_____ Signature	_____ Signature
_____ PRINTED NAME	_____ PRINTED NAME

For Corporations  
and Other Organizations

\_\_\_\_\_  
GoDaddy.com LLC  
(NAME OF CORPORATION)

BY: *Nima Kelly*  
\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
Nima Kelly  
\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
Executive VP, GC, and Secretary  
\_\_\_\_\_  
Title

ATTEST: *Kimberly D. Groff*  
\_\_\_\_\_  
Compliance Specialist  
\_\_\_\_\_  
Title

On this the 7<sup>th</sup> day of September, 2016 before me, a Notary Public  
Nima Kelly

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

*Kimberly D. Groff*  
\_\_\_\_\_  
Notary Public



**Index of Exhibits**

- Exhibit A – Officer Resumes
- Exhibit B – PIC Switching Policies and Procedures
- Exhibit C – Certificate of Good Standing in State of Formation (Delaware)
- Exhibit D – Authority to Do Business in Tennessee
- Exhibit E – Corporate Structure
- Exhibit F – Financial Statements and SEC Reports
- Exhibit G – Small and Minority Owned Telecommunications Business Participation Plan
- Exhibit H – Informational Tariff

**Exhibit A**  
**Officer Resumes**

**Blake J. Irving – CEO**  
**14455 N. Hayden Road**  
**Scottsdale, AZ 85250**  
**(480) 505-8800**

**Employment History**

Before coming to GoDaddy in 2013, Blake was EVP and Chief Product Officer at Yahoo!, where he expanded monthly users to nearly one billion, launched 180 new Yahoo! websites worldwide and rolled out products in 23 languages and 30 new markets.

Prior to Yahoo!, Blake spent 15 years at Microsoft creating world-changing consumer products like NetMeeting, MSN Messenger and growing Hotmail to the largest mail service in the world. As Corporate Vice President of the Windows Live Platform, Blake led the company's global Internet development and operations, managing a \$1 billion global R&D budget and overseeing development teams in the US, India, China and Europe.

Blake began his career at Xerox and Compaq and has been a professor at Pepperdine's School of Business. Blake earned an M.B.A. from Pepperdine University and a B.A. from San Diego State University

**Scott W. Wagner - COO, CFO**  
**14455 N. Hayden Road**  
**Scottsdale, AZ 85250**  
**(480) 505-8800**

**Employment History**

As GoDaddy's COO/CFO, Scott manages the company's business operations as well as all financial reporting, budgeting and forecasting. Prior to Blake Irving's appointment as CEO in January 2013, Scott spent six months working on several strategic growth initiatives as GoDaddy's interim CEO—including the company's expansion into India. Before joining GoDaddy, Scott spent 13 years with global investment firm KKR, where he served as a KKR Capstone Member and the long-time leader of its Portfolio Operations team. Scott holds a B.A. from Yale University and an M.B.A. from Harvard University.

**Nima Jacobs-Kelly - EVP, GC, CSEC**  
**14455 N. Hayden Road**  
**Scottsdale, AZ 85250**  
**(480) 505-8800**

**Employment History**

Nima is General Counsel for GoDaddy, responsible for mergers & acquisitions, governance, corporate and patent litigation, and intellectual property matters, as well as customer-facing and third-party transactional agreements.

Since joining GoDaddy in 2002, Nima has served as project manager, Vice President of Wild West Domains (the company's reseller affiliate), Public Relations and Corporate Administration, and Deputy General Counsel. She also grew the company's philanthropic efforts with GoDaddy Cares and developed the company's legendary holiday parties. In her life before GoDaddy, Nima worked for Business Edge Solutions and Beechwood Data Solutions. She also practiced labor and employment law in New York

City. Nima earned her J.D. from the University of Pennsylvania Law School and a B.A., summa cum laude, from Gettysburg College where she was elected to Phi Beta Kappa.

**Barbara J. Rechterman – SEVP**

**14455 N. Hayden Road**

**Scottsdale, AZ 85250**

**(480) 505-8800**

**Employment History**

As Chief Marketing Officer and Chief Customer Officer, Barb oversees all facets of corporate marketing and strategic end-to-end customer relationships. Barb creates programs and promotes consumer-related functions with a unified vision to provide a consistent customer experience and value. All while including strategic planning and business development for Marketing, Global Branding and Product Management. She has teamed with GoDaddy founder Bob Parsons for more than two decades, having previously served as Vice President of Application Development for Parsons Technology and as President during the company's acquisition by Intuit, Inc. Barb earned a B.A. in Accounting from the University of Dubuque and is a Certified Public Accountant.

**Matthew Kelpy - Chief Accounting Officer and Executive Officer**

**14455 N. Hayden Road**

**Scottsdale, AZ 85250**

**(480) 505-8800**

**Employment History**

Matthew B. Kelpy has served as our Chief Accounting Officer since November 2014. Prior to joining our company, he served in various accounting roles at AOL Inc. from July 2005 to November 2014, most recently as Chief Accounting Officer. Mr. Kelpy holds a BBA degree in Accounting and a Master of Accounting degree from the University of Michigan and is a Certified Public Accountant.

**Michael Holt – VP, Tax**

**14455 N. Hayden Road**

**Scottsdale, AZ 85250**

**(480) 505-8800**

**Employment History**

Michael Holt joined GoDaddy in June 2013. Mr. Holt had been a tax partner at public accounting firm BDO in Arizona and prior to this was Global Director, Tax Accounting Automation at Jefferson Wells. He was educated at Brigham Young University.

**Exhibit B**  
**Carrier Switching Policies and Procedures**

The Company does not propose to provide local exchange telephone service. The only telecommunications service that the Company will provide is resold long distance service associated with toll-free telephone service.

The Company will ensure that it complies with all federal and state requirements regarding the switching of customers' long distance carriers, including all applicable anti-slamming requirements. The company will only execute a change of a customer's long distance carrier based on a signed, written letter of agency (LOA).

The Company's policies will go into effect upon commencement of service.

GoDaddy.com, LLC  
Reseller Application

**Exhibit C**  
**Certificate of Good Standing – Delaware**



# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "GODADDY.COM, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE EIGHTH DAY OF JULY, A.D. 2016.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "GODADDY.COM, LLC" WAS FORMED ON THE FIFTH DAY OF DECEMBER, A.D. 2011.

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



5074703 8300

SR# 20164839699

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

A handwritten signature in black ink, appearing to read "JBullock", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

Authentication: 202628634

Date: 07-08-16

GoDaddy.com, LLC  
Reseller Application

**Exhibit D**  
**Authority to Do Business in Tennessee**



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

KYLE TAYLOR  
801 ADLAI STEVENSON DRIVE  
SPRINGFIELD, IL 62703

July 8, 2016

Request Type: Certificate of Existence/Authorization  
Request #: 0207800

Issuance Date: 07/08/2016  
Copies Requested: 1

Document Receipt

Receipt #: 002789543

Filing Fee: \$20.00

Payment-Credit Card - State Payment Center - CC #: 3677936731

\$20.00

Regarding: GoDaddy.com, LLC

Filing Type: Limited Liability Company - Foreign

Formation/Qualification Date: 06/17/2016

Status: Active

Duration Term: Perpetual

Control #: 853543

Date Formed: 12/05/2011

Formation Locale: DELAWARE

Inactive Date:

CERTIFICATE OF AUTHORIZATION

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that effective as of the issuance date noted above

GoDaddy.com, LLC

\* is a Limited Liability Company formed in the jurisdiction set forth above and is authorized to transact business in this State;

\* has paid all fees, taxes and penalties owed to this State (as reflected in the records of the Secretary of State and the Department of Revenue) which affect the existence/authorization of the business;

\* has appointed a registered agent and registered office in this State;

\* has not filed an Application for Certificate of Withdrawal.

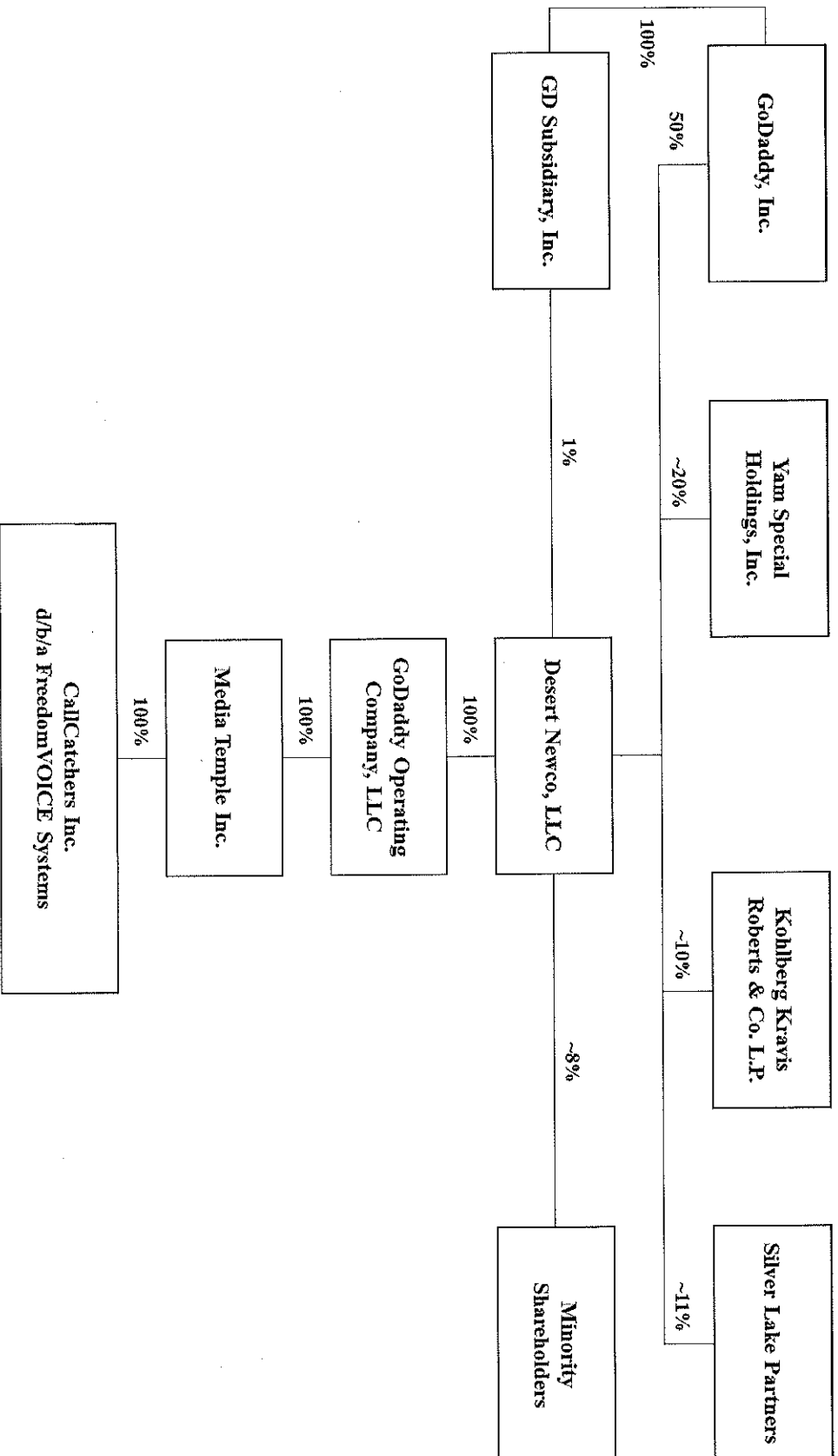
Tre Hargett  
Secretary of State

Processed By: Cert Web User

Verification #: 018119325

**Exhibit E**  
**Corporate Structure**

The attached chart sets out the ownership structure of the Applicant.



**Exhibit F**  
**Financial Statements and SEC Reports**

GoDaddy.com possesses the financial resources necessary to provide reliable telecommunications services, through GoDaddy.com's ultimate parent, GoDaddy Inc. All of GoDaddy Inc.'s financial statements, annual reports, and SEC filings, including Forms 10-K and 10-Q, and other financial information, are available at:

<https://investors.godaddy.net/investor-relations/financials/default.aspx>

GoDaddy.com, LLC  
Reseller Application

**Exhibit G**  
**Small and Minority Owned Telecommunications Business Participation Plan**

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

Pursuant to T.C.A. § 65-5-112, as amended, GoDaddy.com LLC ("GoDaddy.com") submits this Small and Minority-Owned Telecommunications Business Participation Plan (the "Plan") along with its Application for a Certificate of Public Convenience and Necessity to provide resold interexchange telecommunications services within the State of Tennessee.

### **I. Purpose**

The purposes of T.C.A. § 65-5-112 is to provide opportunities for small and minority-owned businesses to provide goods and services to telecommunications service providers. GoDaddy.com is committed to the goals of T.C.A. § 65-5-112, and to taking steps to support the participation of small and minority-owned telecommunications businesses in the telecommunications industry. GoDaddy.com will endeavor to provide opportunities for small and minority-owned telecommunications businesses to transact business with the company, and will make efforts to identify and inform qualified minority-owned and small businesses of opportunities for providing goods and services to GoDaddy.com.

GoDaddy.com's representatives will contact the Tennessee Department of Economic and Community Development to obtain a list of qualified vendors under the Small and Minority-Owned Telecommunications Assistance Program. Moreover, GoDaddy.com will seek to increase awareness of such opportunities so that companies not otherwise qualified will have sufficient information and opportunity to participate in the procurement process.

### **II. Definitions**

As defined in T.C.A. § 65-5-112:

- 1) *Minority-Owned Business* – Minority-owned business shall mean a business that: (1) is solely-owned; or (2) has (a) at least fifty-one percent (51%) of its assets or outstanding stock owned by an individual who (i) personally manages and controls daily operations of such business, and (ii) who is impeded from normal entry into the economic mainstream because of race, religion, sex, or national origin, and (b) has annual gross receipts of less than four million dollars (\$4,000,000).
- 2) *Small Business* – Small business shall mean a business with annual gross receipts of less than four million dollars (\$4,000,000).

### **III. Administration**

GoDaddy.com's Plan will be overseen and administered by the individual named below (hereinafter referred to as the "Administrator") who will be responsible for carrying out and



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

Gino Capozzi  
Regulatory & Tax Compliance Manager  
169 Saxony Road, Suite 214  
Encinitas, CA 92024  
(800) 477-1477 x 816

The Administrator's responsibilities will include:

- 1) Maintaining an updated Plan in full compliance with T.C.A. § 65-5-112, and the rules and orders of the Tennessee Regulatory Authority ("TRA");
- 2) Establishing and developing policies and procedures necessary for the successful implementation of the Plan;
- 3) Preparing and submitting such forms as may be required by the TRA;
- 4) Authority, including the filing of required annual updates;
- 5) Serving as the primary liaison to and cooperate with the TRA, other agencies of the State of Tennessee, and small and minority-owned businesses to locate and use qualified small and minority-owned businesses as defined in T.C.A. § 65-5-112.
- 6) Searching for and developing opportunities to use small and minority-owned businesses, and encouraging such businesses to participate in and bid on contracts and subcontracts;
- 7) Providing records and reports and cooperating in any authorized surveys as required by the TRA;
- 8) Establishing a record-keeping system to track qualified small and minority-owned businesses, and efforts to use such businesses;
- 9) Providing information and educational activities to persons within GoDaddy.com, and training such persons to seek out, encourage, and promote the use of small and minority-owned businesses; and
- 10) In performance of these duties, the Administrator will utilize a number of resources, including:
  - a) Chambers of Commerce;
  - b) The Tennessee Department of Economic and Community Development;

- c) The United States Department of Commerce;
- d) Small Business Administration;
- e) Office of Minority Business;
- f) The National Minority Supplier Development Council;
- g) The National Association of Women Business Owners;
- h) The National Association of Minority Contractors; and
- i) Historically Black Colleges, Universities, and Minority Institutions.

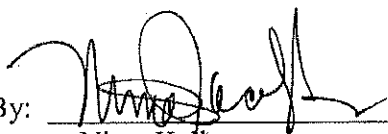
The efforts to promote and ensure equal opportunities for small and minority-owned businesses are primarily spelled out in the Administrator's duties above. Additional efforts to provide opportunities to small and minority-owned businesses will include offering, where appropriate and feasible, small and minority-owned businesses assistance with technical, insurance, bonding, licensing, production, and deadline requirements.

#### **IV. RECORDS AND COMPLIANCE REPORTS**

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

GoDaddy.com will submit records and reports required by the TRA concerning the Plan. Moreover, GoDaddy.com will cooperate fully with any surveys and studies required by the TRA.

GoDaddy.com, LLC

By: 

Nima Kelly  
Senior Vice President and General Counsel

Dated: August 16, 2016

GoDaddy.com, LLC  
Reseller Application

**Exhibit H**  
**Informational Tariff**

**GoDaddy.com, LLC**

**TENNESSEE ILLUSTRATIVE TELECOMMUNICATIONS TARIFF**

This tariff contains the rates, terms, and conditions applicable to Resold Telecommunications Services provided by GoDaddy.com, LLC ("GoDaddy.com"), with principal offices at 14455 N. Hayden Road, #219m, Scottsdale, Arizona 85260.

This tariff is for services furnished within the State of Tennessee.

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Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Issued by: Barrett Saik, VP, Telephony  
GoDaddy.com, LLC  
14455 N. Hayden Road, #219m  
Scottsdale, Arizona 85260

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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
1	Original		
2	Original		
3	Original		
4	Original		
5	Original		
6	Original		
7	Original		
8	Original		
9	Original		
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		

\* - indicates those pages includes with this filing

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## SYMBOLS

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

**C** – Change in Rule or Regulation.

**D** - Delete or Discontinue.

**I** - Change Resulting in an increase to a Customer's bill.

**M** - Moved from another tariff location.

**N** - New

**R** - Change resulting in a reduction to a Customer's bill.

**T** - Change in text or regulation.

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## TARIFF FORMAT

**A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

**B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff pages in effect. Consult the check sheet for sheet currently in effect.

**C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.

**D. Check Sheets** - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the check sheet if these are the only changes made to it (*i.e.*, the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Tennessee Public Service Commission.

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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**Customer** - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

**Company or Carrier** – GoDaddy.com, LLC unless otherwise clearly indicated by the context.

**Day** - From 6:00 AM up to but not including 6:00 PM Pacific Time Monday through Friday.

**Commission** - The Tennessee Public Service Commission.

**Holidays** - The Company observes the following holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

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

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## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of the Company

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

The Company operates and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Customer is responsible for ordering access connection facilities provided by other carriers or entities to allow connection of a Customer's location to the Company's services. The Customer shall be responsible for all charges due for such service arrangement.

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

### 2.2 Applicability of Tariff

This tariff applies to telephone calls which originate and terminate in the State of Tennessee.

### 2.3 Billing and Payment

**2.3.1** Customer is responsible for paying all charges on its account for services provided by the Company, including, but not limited to, long distance, directory assistance charges, regulatory and government fees, and for all taxes and surcharges, including regulatory recovery fees, imposed on the services or the Company as a result of Customer's use of the services. The Company collects any applicable initiation fees and monthly recurring charges automatically in advance of the month of usage. Customer will also be billed for additional minutes used (which exceed the number of calling minutes in the Customer's plan), in the month following such usage. Such usage charges are billed in arrears.

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

### 2.3 Billing and Payment continued

- 2.3.2** Any objection to billed charges should be promptly reported to the Company. Notice of any disputes must be in writing and received by the Company within ninety (90) days after the invoice date or the dispute will be waived. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Customer must pay all undisputed amounts in full to avoid late payment charges or default.

Customers who are dissatisfied with the response to their complaint may contact the Commission for resolution of the issues at:

Tennessee Public Service Commission  
Consumer Protection Division  
P.O. Box 300152  
Montgomery, AL 36130  
(800) 392-5658

- 2.3.3** Company may charge a late payment charge on any amounts unpaid by the due date of the lesser of: (1) 1.5% per month or 18% per annum or (2) the highest amount allowed by law. Company may also assess a \$10.00 processing fee.
- 2.3.4** Company will send Customer an invoice each month. Company will bill Customer's credit card on the date payment is due. If the card fails, Company will notify Customer. The second day after the due date, Company will attempt to bill the card, and, if the card fails, will notify Customer by electronic mail. On the third day after the due date, Company will attempt to bill the card and, if the card fails, will notify Customer by electronic mail that Customer's service will be suspended. If payment is not received after this notice, Customer will temporary suspend service until payment is received. Company cancels any account that is past due more than ninety (90) days.

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

**2.4 Taxes**

The quoted rates do not include taxes. The Company will assess a separate charge on a Customer's bill for state and local taxes.

**2.5 Right to Backbill for Improper Use of the Company's Service**

Any person or entity that uses, appropriates or secures the use of service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which uses, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's service actually made by Customer.

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

### 2.6 Cancellation or Interruption of Services

**2.6.1** Without incurring liability, the Company may discontinue Services, effective immediately after receipt of written notice (Notice shall be deemed received on the fifth business day following mailing of notice.), to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted service under the following conditions:

- (A) For nonpayment of any sum due the Company for more than thirty (30) days after issuance of the bill for the amount due;
- (B) For violation of any of the provisions of this tariff;
- (C) For violation of any law, rule, regulation, or policy of any governing authority having jurisdiction over the Company's service; or
- (D) By reason of any order or decision of a court having competent jurisdiction, public service Commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its service.

**2.6.2** Without incurring liability, the Company may interrupt the provision of service at any time in order to perform test(s) and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operations so identified are rectified.

**2.6.3** Service may be discontinued by the Company by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer Authorization Codes, when the Company deems it necessary to take action to prevent unlawful use of its service. The Company may restore service as soon as it can be provided without undue risk.

**2.6.4** The termination notice process set forth in **Section 2.3.4** provides adequate time intervals for the Customer to prevent termination or disconnect.

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

### 2.6 Cancellation or Interruption of Services (Cont'd)

**2.6.5** If, for any reason, Service is interrupted, the Customer will only be charged for the service that was actually used.

### 2.7 Denial of Access to Service by the Company

The Company expressly retains the right to deny access to service without incurring any liability for any of the following reasons:

**2.7.1** Nonpayment of any sum due for service provided hereunder, where the Customer's charges remain unpaid more than ten (10) days following notice of nonpayment from the Company. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to the Customer's last known address;

**2.7.2** Customer's acts or omissions that constitute a violation of, or a failure to comply with, any regulation stated in this tariff governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual threatened interference to the Company's operations or its furnishing of service. The Company agrees to give Customer ten (10) days notice of such violation or failure to comply prior to disconnection of service; or

**2.7.3** The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or

**2.7.4** Failure to pay a previously owed bill by the same Customer at another location.

### 2.8 Customer's Liability in the Event of Denial of Access to Service by the Company

In the event a Customer's service is disconnected by the Company for any of the reasons stated in **Section 2.7**, the Customer shall be liable for all unpaid charges due and owing to the Company associated with the service.

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

### 2.9 Reinstitution of Service

The Company will reconnect service upon Customer request as soon as the reason for the Customer's termination is removed. If the Customer seeks reinstitution of Service following denial of service by the Company, the Customer shall pay to the Company prior to the time service is reinstituted all accrued and unpaid charges. In addition, Customer may be assessed a \$10.00 reconnection fee to reinstitute service. Other than any applicable initiation fees, there will be no charge for the service restoration.

### 2.10 Interconnection with Other Common Carriers

The Company reserves the right to interconnect its services with those of any other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services for the provision of services offered herein.

### 2.11 Use of Service

Service may be used for any lawful purpose for which it is technically suited.

### 2.12 Liability of the Company

**2.12.1 Limitation of Liability:** In no event shall the company, its parents, subsidiaries, affiliates or their respective members, managers, directors, officers, employees, stockholder, or agents be liable for any damages, including but not limited to direct, compensatory, indirect, incidental, consequential, special, exemplary or punitive damages (including, without limitation, damages for loss of profits, business interruption, loss of information) for: (1) any injuries to persons or property arising from use of the services, or any equipment used in connection with the services; (2) Customer's inability to use the services; (3) Customer's misuse of the service; (4) nonperformance or a failure of the services caused by acts or omissions of another service provider; (5) equipment or software failure or modification; (6) telecommunications or computer equipment failures; or (7) acts of God or other causes beyond the Company's control. The foregoing shall even if the Company has been advised of the possibility of such damages.

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

**2.12 Liability of the Company (Cont'd)**

**2.12.2 No Warranties:** The services provided under this Tariff are provided "as is." The Company makes no warranties regarding the services whatsoever and disclaims any and all express or implied warranties of any kind, including any warranties of merchantability, non-infringement of intellectual property, fitness for a particular purpose, or warranties arising by course of dealing or custom or trade. The Company does not authorize anyone to make a warranty of any kind on the Company's behalf and Customer should not rely on any such statement.

**2.12.3** The Company's liability arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the aforementioned faults in transmission occur, but in any event not more than the sum of two months of the Customer's monthly charges, unless ordered by the Commission.

**2.12.4** The Company shall be indemnified and held harmless by the Customer against:

- (A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over the Company's facilities.
- (B) All other claims arising out of any act or omission of the Customer in connection with any service or facility provided by the Company.

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

**2.13 Disconnection of Service by Carrier**

The Company, upon five (5) working days written notice to the Customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

**2.13.1** If Customer fails to remit by the due date any sum due to carrier for regulated service.

**2.13.2** A violation of any regulation governing the service under this tariff.

**2.13.3** A violation of any law, rule, or regulation of any government authority having jurisdiction over such service.

**2.13.4** Service may be disconnected without notice for tampering with company equipment, for interfering with the service to other customers, for fraud, or in the event of a hazardous condition.

**2.14 Disconnection of Service by Customer**

The Customer may terminate service at any time upon thirty (30) days' written notice.

**2.15 Deposits**

If a Customer elects to pay its invoices in a manner other than by credit card or switches to a method of payment other than credit card, the Company may require a deposit equal to one month of the customer's monthly recurring charges.

**2.16 Advance Payments**

The Company collects initiation fees and monthly recurring charges in advance of the month of usage.

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

**2.17 Applicable Law**

This tariff shall be subject to and construed in accordance with Tennessee law.

**2.18 Other Rules**

**2.18.1** The Company reserves the right to validate the credit worthiness of Customers through available verification procedures.

**2.18.2** The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulations, rules or standards of the Commission.

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### **SECTION 3 - DESCRIPTION OF SERVICE**

#### **3.1 Timing of Calls**

##### **3.1.1 When Billing Charges Begin and End For Phone Calls**

The Customer's usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver (*i.e.*, when two-way communication, often referred to as "conversation time" is possible.). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to sixty (60) seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

##### **3.1.2 Billing Increments**

The minimum call duration for billing purposes is eighteen (18) seconds for a connected call and calls beyond eighteen (18) seconds are billed in six-second increments.

##### **3.1.3 Per Call Billing Charges**

Billing will be rounded up to the nearest penny for each invoice.

##### **3.1.4 Uncompleted Calls**

There shall be no charges for uncompleted calls.

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### SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)

#### 3.2 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

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.

#### FORMULA:

$$\begin{array}{l} \text{The square} \\ \text{root of:} \end{array} \quad \frac{(V1 - V2)^2 + (H1 - H2)^2}{10}$$

The Company does not anticipate charging mileage sensitive rates unless required by law to do so.

#### 3.3 Service Offerings

##### 3.3.1 Inbound 800/Toll-Free and Long Distance Service

Company's Service Plans are offered to business Customers. Each service plan includes at least one toll-free and/or local number, a specified number of minutes of use per month, unlimited extensions and access to all features. Service is provided from presubscribed, dedicated or shared use access lines. Calls are billed in six-second increments. A monthly recurring service charge applies. Rates for Company's service plans are set forth in Section 4 of this Tariff.

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**SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)**

**3.4 [Reserved.]**

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## SECTION 4 - RATES

### 4.1 Inbound 800/Toll-Free and Long Distance Service

Rates listed in this tariff are for in-state calls only.

Bundled Plan (100-100,000 minutes) – Monthly charge \$4.95-\$200.00  
Usage above Plan Allowance – \$0.039 to \$0.059 per minute  
Activation Fee – (may be waived for certain plans)

### 4.2 Payment of Calls

#### 4.2.1 Late Payment Charges

A late payment Charge of the lesser of (1) 1.5% per month, or (2) the highest amount allowed by law, will be assessed on all unpaid balances more than thirty (30) days old, except that such late payment charge will not be applied to any previously-applied late payment charges. Late payment charges will be assessed without discrimination.

### 4.3 Special Promotions

The Company will, from time to time, offer special promotions to its customers waiving certain charges, including activation/set-up fees, reduced overage usage rates, and discounted subscription rates.

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Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Issued by: Barrett Saik, VP, Telephony  
GoDaddy.com, LLC  
14455 N. Hayden Road, #219m  
Scottsdale, Arizona 85260

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**SECTION 4 – RATES (Cont'd)**

**4.4 Special Pricing Arrangements – ICB**

In lieu of the rates otherwise set forth in this Tariff, rates and charges, including installation and recurring charges, may be established at negotiated rates on an individual case basis (“ICB”), taking into account such factors as the nature of the services, the costs operation, the volume of traffic commitment, and the length of service commitment by Customer, as long as the rates and charges are not less than Carrier’s costs of providing the service. Such arrangements shall be considered special pricing arrangements, the terms of which will be set forth in individual contracts or Customer term agreements. Specialized pricing arrangement rates or changes will be made available to similarly-situated Customers on comparable terms and conditions. Upon reasonable request, Carrier will make the terms of these contracts available to the Commission and its staff for review on a confidential and proprietary basis. The rates will be made a part of this Tariff.

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Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Issued by: Barrett Saik, VP, Telephony  
GoDaddy.com, LLC  
14455 N. Hayden Road, #219m  
Scottsdale, Arizona 85260

# TENNESSEE REGULATORY AUTHORITY

## TENNESSEE TELECOMMUNICATIONS SERVICE PROVIDER'S SURETY BOND

Bond #: 0694181

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

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

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

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

This bond shall become effective on the 1st day of September, 2016, and shall be continuous; provided, however, that each annual renewal period or portion thereof shall constitute a new bond term. Regardless of the number of years this bond may remain in force, the liability of the Surety shall not be cumulative, and the aggregate liability of the Surety for any and all claims, suits or actions under this bond shall not exceed Twenty Thousand Dollars (\$20,000.00). The Surety may cancel this bond by giving thirty (30) days written notice of such cancellation to the TRA and Principal by certified mail, it being understood that the Surety shall not be relieved of liability that may have accrued under this bond prior to the date of cancellation.

### PRINCIPAL

GoDaddy.com, LLC

Name of Company authorized by the TRA

853543

Company ID # as assigned by TRA

### SURETY

International Fidelity Insurance Company

Name of Surety

2999 Oak Road, Suite 820, Walnut Creek, CA 94597

Address of Surety

SIGNATURE OF PRINCIPAL

Name: Matt Kelpy

Title: Chief Accounting Officer

SIGNATURE OF SURETY AGENT

Name: Yvonne Roncagliolo

Title: Attorney-in-Fact

Signed and Sealed on 9/12/2016

Address of Surety Agent:

Woodruff-Sawyer & Co.

50 California St., 12th Floor

San Francisco, CA 94111

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



ACKNOWLEDGMENT OF PRINCIPAL

STATE OF ~~TENNESSEE~~ Arizona  
COUNTY OF Maricopa

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

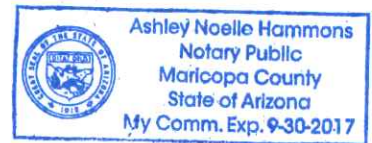
WITNESS my hand and seal this 15th day of September, 2016.

My Commission Expires:

30 September, 2017

Ashley Noelle Hammons

Notary Public



ACKNOWLEDGMENT OF SURETY

STATE OF ~~TENNESSEE~~ California  
COUNTY OF San Francisco

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

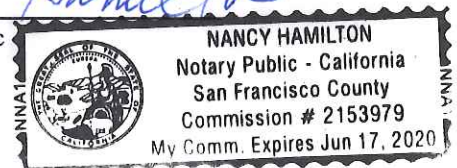
WITNESS my hand and seal this 12th day of September, 2016.

My Commission Expires:

June 17, 2020, 2000

Nancy Hamilton

Notary Public



APPROVAL AND INDORSEMENT

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

Name:

Title:



# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

NERISSA S. BARTOLOME, ROGER C. DICKINSON, CHARLES R. SHOEMAKER, MARK M. MUNEKAWA,  
STANLEY D. LOAR, NANCY L. HAMILTON, YVONNE RONCAGLIOLO

San Francisco, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents, on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2015.



STATE OF NEW JERSEY  
County of Essex

ROBERT W. MINSTER  
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 31st day of December 2015, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 16, 2019

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

12th

day of

September, 2016

MARIA BRANCO, Assistant Secretary