



151 Southhall Lane, Ste 450  
Maitland, FL 32751  
P.O. Drawer 200  
Winter Park, FL 32790-0200  
www.inteserra.com

March 8, 2018  
Via Overnight Delivery

Mr. David Foster, Division Chief  
c/o Sharla Dillon, Dockets & Records Manager  
Tennessee Public Utility Commission  
Attn: Utilities Division  
502 Deaderick Street  
4th Floor  
Nashville, TN 37243

18-00023

RE: Onvoy, LLC  
Application for Certificate to Provide Competing Local Exchange and Long Distance  
Telecommunications Services on a Facilities and Resold Basis

Dear Mr. Foster:

Enclosed for filing please find the original and four (4) copies of the Application for Certificate to Provide Competing Local Exchange and Long Distance Telecommunications Services on a Facilities and Resold Basis submitted on behalf of Onvoy, LLC. A check in the amount of \$25.00 is enclosed to cover the filing fee.

The Company is requesting confidential treatment of its financial information. The Company is a privately held corporation and regards its financial statements as highly confidential and proprietary. Please handle these statements in accordance with Commission established procedures for confidential material.

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided for that purpose.

Any questions you may have regarding this filing should be directed to my attention at 407-740-3006 or via email to croesel@inteserra.com. Thank you for your assistance in this matter.

Sincerely,

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

Carey Roesel  
Consultant

cc: Mary Buley - Onvoy  
tms: TNL1800

Enclosures  
CR/gS

**BEFORE THE TENNESSEE PUBLIC UTILITIES COMMISSION**

IN THE MATTER OF ONVOY, LLC	)	
FOR A CERTIFICATE TO PROVIDE COMPETING	)	
LOCAL EXCHANGE AND LONG DISTANCE	)	
TELECOMMUNICATIONS SERVICES ON A	)	Docket No. _____
FACILITIES AND RESOLD BASIS THROUGHOUT	)	
THE STATE OF TENNESSEE	)	

**APPLICATION OF ONVOY, LLC  
FOR A CERTIFICATE TO PROVIDE COMPETING LOCAL EXCHANGE AND LONG  
DISTANCE TELECOMMUNICATIONS SERVICES ON A FACILITIES AND RESOLD BASIS**

Pursuant to applicable Tennessee Statutes and the Rules and Regulations of the Tennessee Public Utility Commission and Section 253 of the Federal Telecommunications Act of 1996 ("Act"), Onvoy, LLC ("Onvoy" or "Applicant") respectfully requests that the Tennessee Public Utility Commission ("TPUC") grant it authority to provide facilities-based local exchange telecommunications services, including exchange access telecommunications services, resold local exchange telecommunications services, and facilities-based and resold long distance services within the State of Tennessee. Applicant intends to operate pursuant to market regulation, in accordance with amended TCA §65-5-109 enacted May 21, 2009. Onvoy is willing and able to comply with all applicable rules and regulations in Tennessee pertaining to the provision of competing local telecommunications services. TCA §65-4-201.

In support of its Application, Onvoy, LLC submits the following:

**I. Administrative Requirements**

1. The full name and corporate address of the Applicant is:

Onvoy, LLC  
10300 6th Ave. North  
Plymouth, MN 55441

2. Questions regarding this application should be directed to:

Carey Roesel, Consultant to Onvoy, LLC  
151 Southhall Lane, Suite 450  
Maitland, Florida 32751  
Phone: (407) 740-3006  
Facsimile: (407) 740-0613  
E-Mail: croesel@inteserra.com

3. Contact name and address at the Applicant is:

Mary T. Buley, Senior Regulatory & Interconnection Manager  
Onvoy, LLC  
10300 6th Ave. North  
Plymouth, MN 55441  
Telephone: 763-230-4183  
Facsimile: 763-230-4200  
Email: [mary.buley@inteliquent.com](mailto:mary.buley@inteliquent.com)

4. Organizational Chart of Corporate Structure: Include any pertinent acquisition or merger information.

See **Exhibit A**.

5. Corporate Principal Officers (names and address):

The names and address of the Applicant's corporate officers are listed in **Exhibit B** of this Application.

6. Principal Officers in Tennessee (names and address if different from corporate):

The Applicant does not have any employees in the state of Tennessee. Applicant's operations will be managed centrally at the Minnesota location.

7. Copy of Articles of Incorporation:

The Company is a limited liability company organized under the laws of the State of Minnesota on March 10, 2014. A copy of Onvoy's Articles of Organization is provided in **Exhibit C**.

8. Copy of license to do business in the state of Tennessee.

See **Exhibit D**.

## **II. Managerial Requirements**

Onvoy has the managerial expertise to provide facilities-based and resold local exchange and long distance services within the state of Tennessee. Onvoy has an excellent senior management team, backed by experienced employees, who are competent in telephony engineering, operations and marketing. **Exhibit E** contains biographies of the senior management team of Onvoy.

### **III. Technical Requirements**

Proposed network data:

1. Geographic area coverage  
Onvoy intends to offer service throughout the entire state of Tennessee.
2. Onvoy, LLC proposes to offer competitive telecommunications service, including exchange access service, within the state of Tennessee using its own facilities. It may also utilize services available from other facilities-based carriers. Onvoy will provide wholesale voice services, wholesale long distance, wholesale operator services, internet access, switched access, and transit services. In the future, it intends to provide retail local exchange services to enterprise customers.
3. The Applicant will rely on its underlying carriers for network facilities, but also has significant technical expertise within the Applicant (see **Exhibit E** for biographies of senior management.)
4. There will be no special CPE requirements for the Applicant's services that would not be compatible with an incumbent carrier.
5. Repair and Maintenance:
  - a. Applicant is responsible for all customer inquiries and complaints. The telephone number for customer inquiries and complaints is provided by Onvoy on the customer bill. Customer service is available seven days a week, twenty-four hours a day.
  - b. The Applicant's toll free telephone number for customer inquiries, complaints and repair is 1-800-933-1224.
  - c. Customers may contact the company in writing at the headquarters address indicated below.  
Onvoy, LLC  
10300 6th Ave. North  
Plymouth, MN 55441

- d. Name and address of Tennessee contact person responsible for and knowledgeable about provider operations:

Mary T. Buley, Senior Regulatory & Interconnection Manager  
Onvoy, LLC  
10300 6th Ave. North  
Plymouth, MN 55441  
Telephone: 763-230-4183  
Facsimile: 763-230-4200  
Email: [mary.buley@inteliquent.com](mailto:mary.buley@inteliquent.com)

#### **IV. Financial Requirements**

1. Estimated cost of network, switches, and unbundled network elements (UNEs):

Onvoy is not proposing at this time to build a network or to deploy switches, but it will utilize network and switching provided by AT&T – Tennessee. Network elements and facilities used for interconnection will be provisioned according to the interconnection agreement between AT&T-Tennessee and Onvoy.

2. Most recent audited financial statements

The Application does not have audited financials. It is providing its most recent financial statements as **Exhibit F-1**.

3. Projected financial statements (3 years)

**Exhibit F-2** contains the 3-year financial projections for Onvoy's financial projections for its Tennessee operations.

4. Capital Expenditures Budget (3 years)

Not applicable. No construction is expected to be undertaken by Onvoy. The cost of its Tennessee operations will consist of leasing unbundled elements, marketing, and additional administrative and sales overhead. The incremental administrative and sales costs are not projected to be significant for the Applicant.

5. **Bond Requirement**

The Applicant has included the surety bond in this filing.

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

See **Exhibit G.**

VI. **TRA Rules for Local Telecommunications Providers:**

Applicant has served notice of this application to the eighteen (18) incumbent local exchange telephone companies in Tennessee with a statement regarding the company's intention of operating geographically. Please see **Exhibit H.**

VII. **Toll Dialing Parity Plan for Applicant's Providing Voice Grade Service:**

See **Exhibit I.**

VIII. **Numbering Issues:**

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

Onvoy's expected demand is as follows:

LATA 468 for Memphis: NPA of 731: 5 NXXs in the first year.

LATA 901: 5 NXXs in the first year

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

For LATA 468- 1 NXX for the initial service footprint.

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

The Applicant intends to offer service in NPAs currently served by AT&T-Tennessee.

NPA of 901 in January 2017, contingent upon receiving authority from the Commission.

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

Yes, Onvoy assigns sequential numbers to its customers.

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

Onvoy works closely with number pooling and code administration and adheres to their guidelines regarding telephone number 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?

Onvoy uses an 80% fill rate threshold before requesting new number resources.

**IX. 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.

Initially, Onvoy plans to mirror or offer the calling areas of AT&T-Tennessee for its local service offerings. To the extent that AT&T-Tennessee provides countywide toll-free calling, Onvoy will as well.

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

Yes, the Applicant is aware of the database and the procedures involved.

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

Yes. The Applicant is aware of all local calling areas provided by the Incumbent Local Exchange Carriers within Tennessee.

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.

The Applicant will mirror the local calling areas of the ILEC.

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

Mary T. Buley  
Senior Regulatory & Interconnection Manager  
Onvoy, LLC  
10300 6th Ave. North  
Plymouth, MN 55441  
Telephone: 763-230-4660  
Facsimile: 763-230-4200  
Email: [mary.buley@inteliquent.com](mailto:mary.buley@inteliquent.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?

At this time, the Applicant does not intend to telemarket its services in Tennessee. If it ultimately decides to use telemarketing in the future, it will comply with all applicable Tennessee statutes and rules.

**X. Miscellaneous**

1. Pre-filed testimony:

The Applicant has submitted pre-filed testimony with its Application – See **Exhibit K**.



2. Tariffs

Applicant intends to operate pursuant to market regulation, in accordance with amended TCA §65-5-109 enacted May 21, 2009.

Included as **Exhibit L** are the Applicant's local exchange services tariff and switched access services tariff.

3. Identify all states where certified as a telecommunications provider and the status of states certification is pending.

See **Exhibit J**.

4. Applicant's involvement in any mergers or acquisitions.

Onvoy, LLC purchased Inteliquent, Inc. on February 10, 2017. Inteliquent, Inc. is a subsidiary of Onvoy, LLC.

5. Customer Deposits

Onvoy does not require customer deposits.

6. Complaint History

**FCC related**

In 2017, Onvoy had 21 informal complaints filed with the FCC. Onvoy is a provider of wholesale local number porting service to other telecom carriers. Twenty of the complaints filed in 2017 included Onvoy as a named party where it provided wholesale LNP porting service to a service provider who provided service to an end user. For all of these complaints, Onvoy was not found at fault. Onvoy also received one FCC Informal complaint from a consumer who complained about an unwanted text. Onvoy does not provide retail texting services. Therefore, Onvoy was not the entity providing the texting service in this complaint.

In 2018, Onvoy has had one informal FCC Complaint filed where Onvoy is a named party. In this filing, Onvoy is again acting as a wholesale service provider of LNP Porting to another carrier. Onvoy provided details of the port request and was not found at fault.

In September of 2017, three rural call completion complaints were filed with the FCC with Onvoy as the long distance provider. The three complaints were for calls terminating to Federated Telephone Company and Farmers Mutual Telephone Company. Onvoy investigated the complaints and found that all three issues were with one wholesale LD provider that Onvoy used. Onvoy removed this carrier from its routing and is using direct connections to these two local exchange providers. The complaint was closed.

#### **Complaints filed with State PUCs**

Onvoy has had no formal complaints filed with any State PUCs.

#### **7. Service Area**

The Company proposes to offer local exchange service in areas currently served by AT&T-Tennessee which are designated open to competition. Currently, the Applicant does not intend to offer local service in areas served by any incumbent local exchange telephone company with fewer than 100,000 total access lines. Onvoy intends to offer intrastate switched access services throughout the whole state of Tennessee.

## **XI. Public Interest**

Grant of Onvoy's Application to provide facilities-based local exchange telecommunications services, including exchange access telecommunications services, resold local exchange telecommunications services, and facilities-based and resold long distance services within the state of Tennessee is in the public interest and serves the public convenience and necessity. In enacting the Federal Telecommunications Act of 1996, the United States Congress determined that it is in the public interest to promote competition in the provision of telecommunications services, including local exchange services. Experience with competition in other telecommunications markets, such as long distance, competitive access, and customer premises equipment, demonstrates the benefits that competition can bring to consumers. Consumers are enjoying increased services, lower prices, higher quality, and greater reliability. This is true not only with respect to the service offerings of the new entrants, but also as a result of the response of incumbent monopoly providers to the introduction of competition.

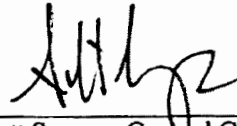
Onvoy's proposed services will provide multiple public benefits by increasing the competitive choices available to users in Tennessee. Enhanced competition in telecommunications services likely will further stimulate economic development in Tennessee. In addition, increased competition will create incentives for all carriers to offer lower prices, more innovative services, and more responsive customer service.

## **XII. Statement of Compliance:**

Onvoy agrees to abide by TCA §65-4-201 and all applicable state statutes and all applicable Orders, Rules and Regulations entered and adopted by the Tennessee Public Utility Commission.

**WHEREFORE**, Onvoy, LLC respectfully requests that the Commission enter an Order granting Onvoy's Application for a Certificate to provide facilities-based local exchange telecommunications services, including exchange access telecommunications services, resold local exchange telecommunications services, and facilities-based and resold long distance services within the state of Tennessee.

Respectfully submitted this 7<sup>th</sup> day of March, 2018.



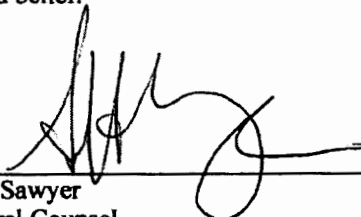
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Scott Sawyer, General Counsel  
Onvoy, LLC

**VERIFICATION**

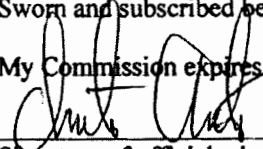
**STATE OF RHODE ISLAND**     )  
  ) : ss  
**COUNTY OF BRISTOL**         )

I, Scott Sawyer, hereby declare under penalty of perjury, that I am General Counsel of Onvoy, LLC, the Petitioner in this proceeding; that I am authorized to make this verification on behalf of Onvoy, LLC; that I have read the foregoing Petition and exhibits; and that the facts stated therein are true and correct to the best of my knowledge, information and belief.

  
\_\_\_\_\_  
Scott Sawyer  
General Counsel  
Onvoy, LLC

Sworn and subscribed before me this 7<sup>th</sup> day of March, 2018.

My Commission expires April 28, 2020

  
\_\_\_\_\_  
Signature of official administering oath

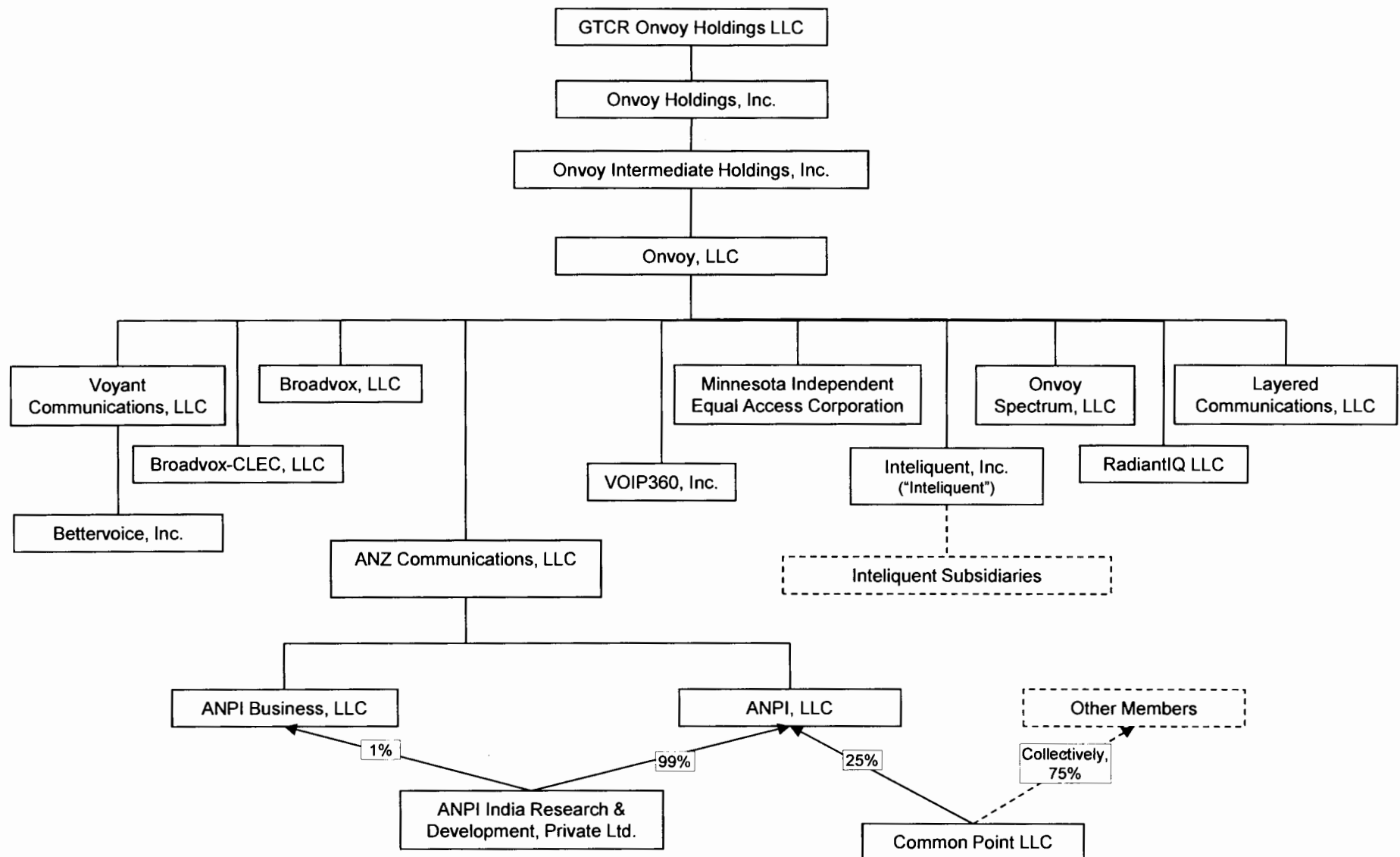
CHRISTOPHER J. ANTAYA  
Notary Public - Rhode Island  
Notary ID ANTAYA  
My Commission Expires Apr 28, 2020

**ONVOY, LLC**

Exhibit A

Corporate Structure

## Corporate Structure of Onvoy, LLC



Unless indicated all ownership percentages are 100%.

**ONVOY, LLC**

**Exhibit B**

**List of Officers**

The following individuals are Officers of Onvoy, LLC, and may be contacted at the Company's headquarters located 10300 6th Ave. North, Plymouth, MN 55441:

Fritz Hendricks, President

Scott Sawyer, General Counsel and Secretary

Michael Donahue, CFO



**ONVOY, LLC**

Exhibit C

Articles of Organization

## Office of the Minnesota Secretary of State Certificate of Organization

I, Mark Ritchie, Secretary of State of Minnesota, do certify that: The following business entity has duly complied with the relevant provisions of Minnesota Statutes listed below, and is formed or authorized to do business in Minnesota on and after this date with all the powers, rights and privileges, and subject to the limitations, duties and restrictions, set forth in that chapter.

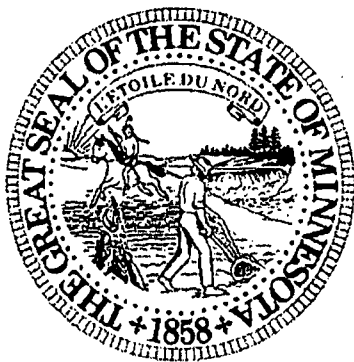
The business entity is now legally registered under the laws of Minnesota.

Name: Onvoy, LLC

File Number: 744579900026

Minnesota Statutes, Chapter: 322B

This certificate has been issued on: 03/10/2014



*Mark Ritchie*

Mark Ritchie  
Secretary of State  
State of Minnesota

**Office of the Minnesota Secretary of State**  
**Minnesota Limited Liability Company | Articles of Organization**  
*Minnesota Statutes, Chapter 322B*



Read the instructions before completing this form.

Filing Fee: \$155 for expedited service in-person and online filings, \$135 if by mail

The undersigned organizer(s), in order to form a Limited Liability Company under *Minnesota Statutes, Chapter 322B* adopt the following:

**Article I -- Name of Limited Liability Company (Required)**

Onvoy, LLC

*(The company name must include the words Limited Liability Company or the abbreviation LLC)*

**Article II - Registered Office Address and Agent (A Registered Office Address is Required)**

100 South 5th Street, Suite 1075 Minneapolis MN 55402  
Street Address (A PO Box by itself is not acceptable) City State Zip Code

Registered Agent at the above address is: CT Corporation System, Inc.

**Article III -- Duration**

The period of duration for this limited liability company shall be: (If this is not completed, a perpetual duration is assumed by law.) Perpetual

**Article IV -- Organizers (Required)**

I, the undersigned, certify that I am signing this document as the person whose signature is required, or as agent of the person(s) whose signature would be required who has authorized me to sign this document on his/her behalf, or in both capacities. I further certify that I have completed all required fields, and that the information in this document is true and correct and in compliance with the applicable chapter of Minnesota Statutes. I understand that by signing this document I am subject to the penalties of perjury as set forth in Section 609.48 as if I had signed this document under oath.

Scott E. Beer 1805 29th Street, Ste 2050 Boulder CO 80301  
Organizer's Name Street Address City State Zip  
[Signature] 3-7-2014  
Signature Date

\_\_\_\_\_  
Organizer's Name Street Address City State Zip  
\_\_\_\_\_  
Signature Date

**Email Address for Official Notices**

Enter an email address to which the Secretary of State can forward official notices required by law and other notices, including this submission: scott.beer@zayo.com

☒ Check here to have your email address excluded from requests for bulk data, to the extent allowed by Minnesota Statutes

List a name and daytime phone number of a person who can be contacted about this form:

Lorna McDill 650-849-5237

Entities that own, lease, or have any financial interest in agricultural land or land capable of being farmed must register with the MN Dept. of Agriculture's Corporate Farm Program.

STATE OF MINNESOTA  
DEPARTMENT OF STATE  
FILED

MAR 10 2014

Secretary of State

**STATE OF MINNESOTA**

DEPARTMENT OF STATE

I hereby certify that this is a  
true and complete copy of the  
document as filed for record in  
this office.

DATED 3/12/14

Mark Ritchie



By

[Signature]

Secretary of State

**ONVOY, LLC**

Exhibit D

Tennessee Secretary of State Authority



**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

Onvoy, LLC  
10300 6TH AVE N  
PLYMOUTH, MN 55441-6371

June 20, 2014

**Control # 722658**

**Effective Date: 06/20/2014**

**Document Receipt**

Receipt #: 1551013

Filing Fee: \$300.00

Payment-Check/MO - CFS-1, NASHVILLE, TN

\$300.00

**ACKNOWLEDGMENT OF CONVERSION**

**Onvoy, Inc.** converted from a **MINNESOTA Corporation For-Profit** to  
**Onvoy, LLC**  
a **MINNESOTA Limited Liability Company**

This will acknowledge the filing of the attached Articles of Conversion 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.

Tre Hargett  
Secretary of State

Processed By: Cynthia Dunn

21

**FILED**

**Office of the Minnesota Secretary of State  
Certificate of Conversion**

I, Mark Ritchie, Secretary of State of Minnesota, certify that: the documentation required to effectuate a conversion by the entity listed below from the law under which the entity was previously governed to the law under which it is governed after the issuance of this certificate, on the date listed and has been approved pursuant to the procedures required in the chapter indicated.

Conversion Filed Pursuant to Minnesota Statutes, Chapter: 302A

Home Jurisdiction and Name of Converting Entity:

MINNESOTA: ONVOY, INC.

After Conversion, Entity is governed by Minnesota Statutes, Chapter: 322B

Home Jurisdiction and Name of Entity after the Effective Date of Conversion:

MINNESOTA: ONVOY, LLC

This Certificate has been issued on: 3/10/2014



*Mark Ritchie*

Mark Ritchie  
Secretary of State  
State of Minnesota

6B-729

DC



## Office of the Minnesota Secretary of State

Minnesota Business Corporations &  
Limited Liability Companies | Articles of Conversion

Minnesota Statutes, Chapter's 302A & 322B



Read the instructions before completing this form.

Filing Fee: \$55 for expedited service in-person and online filings, \$35 if submitted by mail

1. Name of the Organization before the Conversion is: (Required)  
Onvoy, Inc.

2. Name of the Organization after the Conversion shall be: (Required)  
Onvoy, LLC

3. After the Conversion, the Organization shall be a: (Required) (Check one of the following filing types.)

☐ Corporation ☒ Limited Liability Company

4. The Terms and Conditions of the Proposed Conversion are:  
No Terms and Conditions

If no Terms and Conditions are listed, the undersigned personally certifies that there are no Terms and Conditions.

5. The manner and basis of converting each ownership interest in the organization immediately before the conversion into ownership interests of the organization immediately after the conversion, in whole or in part, into money or other property is: (Required)  
The sole shareholder's 100% interest in the Corporation shall be converted into a 100% interest in the LLC

6. Include a Copy of the Proposed Articles of Incorporation or Articles of Organization of the Organization after the Conversion, with the Articles and Plan of Conversion. (Required)

7. I, the undersigned, certify that I am signing this document as the person whose signature is required, or as agent of the person(s) whose signature would be required who has authorized me to sign this document on his/her behalf, or in both capacities. I further certify that I have completed all required fields, and that the information in this document is true and correct and in compliance with the applicable chapter of Minnesota Statutes. I understand that by signing this document I am subject to the penalties of perjury as set forth in Section 609.49 as if I had signed this document under oath.

 3-7-2014  
Authorized Signature of Individual on Behalf of the Converting Company or Authorized Agent (Required) Date

### Email Address for Official Notices

Enter an email address to which the Secretary of State can forward official notices required by law and other notices:

scott.beer@zayo.com

☒ Check here to have your email address excluded from requests for bulk data, to the extent allowed by Minnesota law.

735540195, 06/20/2014, 13:12:50, Received by Tennessee Secretary of State Tre Hargett



**Office of the Minnesota Secretary of State**  
Minnesota Business Corporations &  
Limited Liability Companies | Articles of Conversion  
*Minnesota Statutes, Chapter's 302A & 302B*



List a name and daytime phone number of a person who can be contacted about this form:

Lorna McDill

650-849-5237

Contact Name

Phone Number

Entities that own, lease, or have any financial interest in agricultural land or land capable of being farmed must register with the MN Dept. of Agriculture's Corporate Farm Program.

*Articles of Conversion Rev. 7/15/2013*

7355 0196, 06/20/2014, 13:12:51, Received by Tennessee Secretary of State Tre Hargett

7355.0197, 06/20/2014, 13:12:53, Received by Tennessee Secretary of State Tre Hargett

**STATE OF MINNESOTA**

DEPARTMENT OF STATE

I hereby certify that this is a  
true and complete copy of the  
document as filed for record in  
this office.

DATED 4.15.14

Mark Ritchie

Secretary of State



By

Mary Beth Oaks

# APPLICATION FOR CERTIFICATE OF AUTHORITY LIMITED LIABILITY COMPANY (ss-4233)

Page 1 of 2



Business Services Division  
Tre Hargett, Secretary of State  
State of Tennessee  
312 Rosa L. Parks AVE, 6th Fl.  
Nashville, TN 37243-1102  
(615) 741-2286

Filing Fee: \$50.00 per member  
(minimum fee = \$300, maximum fee = \$3,000)

For Office Use Only

**To The Secretary of the State of Tennessee:**

Pursuant to the provisions of T.C.A. §48-249-904 of the Tennessee Revised Limited Liability Company Act, the undersigned hereby applies for a certificate of authority to transact business in the State of Tennessee, and for that purpose sets forth:

1. The name of the Limited Liability Company is: Onvoy, LLC

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

**NOTE:** The Secretary of State of the State of Tennessee may not issue a certificate of authority to a foreign Limited Liability Company if its name does not comply with the requirements of T.C.A. §48-249-106 of the Tennessee Revised Limited Liability Company Act. If obtaining a certificate of authority under an assumed Limited Liability Company name, an application must be filed pursuant to T.C.A. §48-249-106(d).

2. The state or country under whose law it is formed is: Minnesota

and the date of its formation is: 03 / 10 / 2014 and the date it commenced doing business in Tennessee is: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Month Day Year Month Day Year

**NOTE:** Additional filing fees and proof of tax clearance confirming good standing may apply if the Limited Liability Company commenced doing business in Tennessee prior to the approval of this application. See T.C.A. §48-249-913(d) and T.C.A. §48-249-905(c)

3. This company has the additional designation of: \_\_\_\_\_

4. The name and complete address of its registered agent and office located in the state of Tennessee is:

Name: C T Corporation System

Address: 800 S. Gay Street, Suite 2021

City: Knoxville State: Tennessee Zip Code: 37929 County: Knox County

5. Fiscal Year Close Month: December

6. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is: (Not to exceed 90 days)

Effective Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Time: \_\_\_\_\_  
Month Day Year

7. The LLC will be: ☒ Member Managed ☐ Manager Managed ☐ Director Managed ☐ Board Managed ☐ Other

8. Number of Members at the date of filing: 1

9. Period of Duration: ☒ Perpetual ☐ Other \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Month Day Year

10. The complete address of its principal executive office is:

Address: 10300 6th Ave N.

City: Plymouth State: MN Zip Code: 55441

# APPLICATION FOR CERTIFICATE OF AUTHORITY LIMITED LIABILITY COMPANY (ss-4233)

Page 2 of 2



Business Services Division  
Tre Hargett, Secretary of State  
State of Tennessee  
312 Rosa L. Parks AVE, 6th Fl.  
Nashville, TN 37243-1102  
(615) 741-2286

Filing Fee: \$50.00 per member  
(minimum fee = \$300, maximum fee = \$3,000)

For Office Use Only

The name of the Limited Liability Company is: Onvoy, LLC

11. The complete mailing address of the entity (if different from the principal office) is:

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

12. Non-Profit LLC (required only if the Additional Designation of "Non-Profit LLC" is entered in section 3.)

- ☐ I certify that this entity is a Non-Profit LLC whose sole member is a nonprofit corporation, foreign or domestic, incorporated under or subject to the provisions of the Tennessee Nonprofit Corporation Act and who is exempt from franchise and excise tax as not-for-profit as defined in T.C.A. §67-4-2004. The business is disregarded as an entity for federal income tax purposes.

13. Professional LLC (required only if the Additional Designation of "Professional LLC" is entered in section 3.)

- ☐ I certify that this PLLC has one or more qualified persons as members and no disqualified persons as members or holders.  
☐ I certify that this entity meets the requirement of T.C.A. §48-249-1123(b)(3)

Licensed Profession: \_\_\_\_\_

14. Series LLC (required only if the Additional Designation of "Series LLC" is entered in section 3.)

- ☐ I certify that this entity meets the requirements of T.C.A. §48-249-309(i)

If the provisions of T.C.A. §48-249-309(i) (relating to foreign series LLCs) apply, then the information required by that section should be attached as part of this document.

15. Obligated Member Entity (list of obligated members and signatures must be attached)

- ☐ This entity will be registered as an Obligated Member Entity (OME) Effective Date: \_\_\_\_\_  
Month Day Year

- ☐ I understand that by statute: THE EXECUTION AND FILING OF THIS DOCUMENT WILL CAUSE THE MEMBER(S) TO BE PERSONALLY LIABLE FOR THE DEBTS, OBLIGATIONS AND LIABILITIES FOR THE LIMITED LIABILITY COMPANY TO THE SAME EXTENT AS A GENERAL PARTNER OF A GENERAL PARTNERSHIP. CONSULT AN ATTORNEY.

16. Other Provisions: \_\_\_\_\_

4/10/14  
Signature Date

[Signature]  
Signature

GENERAL COUNSEL & SECRETARY  
Signer's Capacity (if other than individual capacity)

SEAN E BEER  
Name (printed or typed)

**Office of the Minnesota Secretary of State  
Certificate of Good Standing**

I, Mark Ritchie, Secretary of State of Minnesota, do certify that: The business entity listed below was filed pursuant to the Minnesota Chapter listed below with the Office of the Secretary of State on the date listed below and that this business entity is registered to do business and is in good standing at the time this certificate is issued.

Name: Onvoy, LLC  
Date Filed: 03/10/2014  
File Number: 744579900026  
Minnesota Statutes, Chapter: 322B  
Home Jurisdiction: Minnesota

This certificate has been issued on: 06/16/2014



*Mark Ritchie*  
Mark Ritchie  
Secretary of State  
State of Minnesota

7355.0200, 06/20/2014, 13:12:58, Received by Tennessee Secretary of State Tre Hargett

**ONVOY, LLC**

**Exhibit E**

**Resumes of Key Management**

## **Management Biographies**

### **Fritz Hendricks Chief Executive Officer**

Fritz Hendricks has more than 27 years of experience in the telecommunications industry. Fritz was COO prior to becoming the president of Onvoy, Inc. As COO of Onvoy, he was responsible for Engineering, Operations, Information Technology, Product Innovations, Product Management, Market Development and Customer Care.

Fritz started his career working at Cox Communications delivering competitive telecom services using a hybrid fiber coax system. After Cox, he had a 17-year career with US WEST/Qwest (now CenturyLink) where he held leadership positions in center and field operations, next generation business and technology planning, engineering, and systems automation culminating as the Vice President of Operations for Qwest Global Services.

Fritz has served as the Chairman of the Minnesota Telecom Alliance Technology and Engineering Board and on the Best Prep Tech Corp Board of Directors, a non-profit organization that supports the advancement of technology education in public schools.

Fritz holds a Bachelor of Science degree from the University of Bellevue and is a graduate of the Carnegie Mellon Information Networking Institute for Advance Telecommunication Innovation.

### **Teri Asiala Executive Vice President**

Teri Asiala leads Onvoy's Corporate Merger & Acquisitions activity. Teri rejoined Onvoy in 2008 and ran Sales, Product Management, Customer Service and Sales Engineering. Teri has 23 years of experience in the telecommunications industry starting her telecom career as one of the founding employees of Onvoy (MEANS) in 1992. As Director of IT, she led the IT, Customer Care, ISP and Product Development organizations before leaving in 1998 to join Ovation Communications. Ovation was later purchased by McLeodUSA, where Teri became the VP of the IT organization and was a member of the Executive team.

After leaving McLeodUSA, she became an independent management consultant and assisted numerous CLECs and ILECs with all aspects of their business including regulatory and interconnection support, revenue assurance, operational processes and IT support.

### **Michael Donahue Chief Financial Officer**

Michael Donahue has more than 26 years of experience in the telecommunications industry and has been with Onvoy since 2008. Prior to joining Onvoy, Mike was VP of Finance/Treasurer at Eschelon Telecom and was also VP of Accounting/Controller. Mike was one of the original employees at Eschelon and had at various times responsibilities over all aspects of Finance and Accounting including the company's Initial Public Offering and successful sale to Integra Telecom.

Prior to Eschelon, Mike worked at Enhanced TeleManagement and Frontier in various Accounting and Finance management roles.

Mike holds an MBA in Finance and BSB degree in Accounting – both from the Carlson School of Business at the University of Minnesota and is a Certified Public Accountant.

**Scott Sawyer**  
**Corporate Counsel**

Scott Sawyer joined Onvoy in 2009. He has over 23 years of experience representing telecommunications carriers in legal and regulatory matters. Before joining Onvoy, Mr. Sawyer was engaged in private practice, where he provided legal and regulatory advice to competitive local exchange carriers and network providers. Before that, Scott served as Vice President of Regulatory Affairs and Counsel for Conversent Communications, where he was responsible for all advocacy before the FCC, Congress, and state public utility commissions; for compliance with laws, rules and regulations; for the negotiation and arbitration of interconnection agreements and other commercial contracts; and for supporting sales, engineering, customer care, and finance.

Scott has a law degree from Northeastern University, a Masters in Public Affairs from the University of Texas, and a BA from Bowdoin College.

**Surendra Sabo**  
**President**

Dr. Surendra Saboo has more than 28 years of telecommunications executive management experience. Dr. Surendra serves as the Executive Vice President and Chief Operating Officer of Onvoy starting in 2015, shortly after leading the Telecom Services Division of Transaction Network Services (TNS) as CEO. Preceding TNS, Surendra was the President and COO of Inteliquent where he was responsible for Sales, Product Management, Network Engineering and Operations, Service Delivery, Customer Care and Information Technology. Surendra started his career with AT&T in 1986 as a member of the technical staff at Bell Laboratories in Holmdel, NJ and then spent the next 14 years in a variety of operating areas including research and development, engineering, product management, strategy, systems development and operations. After AT&T, Surendra was the Chairman, CEO and Founder of Teledigm, an e-CRM software product company in Dallas. In June 2000, he joined Comcast as Executive Vice President and Chief Operating Officer of Broadnet, a pan-European subsidiary of Comcast based in Brussels, where he was responsible for launching broadband services in 6 EU countries. In 2002, he returned to the U.S. and became Vice President of Product Development and Operations for Comcast's voice business. In this capacity, he was responsible for launching the VoIP-based Comcast digital voice services and ended his tenure at Comcast as Vice President of Voice Services.



**ONVOY, LLC**

Exhibit F1

Current Financial Statements

Financial statements are being filed as "Confidential" under separate cover.

**ONVOY, LLC**

Exhibit F2

Projected Financial Statements

Projected Financial statements are being filed as "Confidential" under separate cover.

**ONVOY, LLC**

**Exhibit G**

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

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

### **I. PURPOSE**

- (1) This small and minority-owned telecommunications business participation plan ("Plan") is submitted by Onvoy, LLC. ("Onvoy" or "the Company") as required by TCA §65-5-212.
- (2) The administration of this Plan is the responsibility of Onvoy.

### **II. DEFINITIONS**

- (1) Onvoy is a private limited liability company who provides facilities-based local exchange telecommunications services, including exchange access telecommunications services, resold local exchange telecommunications services, and resold long distance services in the state of Tennessee. The Company is based in Minnesota and has no employees, property, or equipment in Tennessee at this time.
- (2) As a competitive vendor of telecommunications service, Onvoy is non-dominant in its industry. The nature of Onvoy's business limits its opportunity to support the use of Small and Minority Business in Tennessee. However, let the submission of this Plan evidence their desire to participate as practically possible.
- (3) Small and Minority Business - For the purpose of this Plan, "minority business" means a business that is solely owned, or at least fifty-one (51%) of the assets or outstanding stock of which is owned, by an individual who personally manages and controls the daily operations of such business and who is impeded from normal entry into the economic mainstream because of race, religion, sex or national origin and such business has annual gross receipts of less than four million dollars (\$4,000,000) per TCA §65-5-212.

### **III. ADMINISTRATION**

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

Scott Sawyer, General Counsel  
Onvoy, LLC  
10300 6th Ave. North  
Plymouth, MN 55441  
Telephone: 763-230-4660  
Facsimile: 763-230-4200  
Toll Free: 1-800-933-1224  
Email: [Scott.Sawyer@inteliquent.com](mailto:Scott.Sawyer@inteliquent.com)

### **III. ADMINISTRATION Continued**

The Administrator's responsibilities will include:

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

Chambers of Commerce

The Tennessee Department of Economic and Community Development

The United States Department of Commerce

Small Business Administration

Office of Minority Business

The National Minority Supplier Development Counsel

The National Association of Women Business Owners

The National Association of Minority Contractors

Historically Black Colleges, Universities, and Minority Institutions

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

#### IV. RECORDS AND COMPLIANCE REPORTS

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

Onvoy will submit records and reports required by the Tennessee Public Utility Commission concerning the Plan. Moreover, Onvoy will cooperate fully with any surveys and studies required by the Tennessee Public Utility Commission.

Onvoy, LLC

By: 

\_\_\_\_\_  
Scott Sawyer  
General Counsel

Dated: March 7, 2018.

**ONVOY, LLC**

Exhibit H

Notice of Application

## **CERTIFICATE OF SERVICE**

1. Ardmore Telephone Company, Inc.  
P.O. Box 549  
517 Ardmore Avenue  
Ardmore, TN 38449
2. BellSouth Telecommunications, Inc.  
333 Commerce Street  
Nashville, TN 37201-3300
3. CenturyTel of Adamsville  
P.O. Box 405  
116 Oak Street  
Adamsville, TN 38310
4. CenturyTel of Claiborne  
P.O. Box 100  
507 Main Street  
New Tazewell, TN 37825
5. CenturyTel of Ooltewah-Collegedale, Inc.  
P.O. Box 782  
5616 Main Street  
Ooltewah, TN 37363
6. Citizens Telecommunications Company  
of Tennessee  
P.O. Box 770  
300 Bland Street  
Bluefield, WV 24701
7. Citizens Telecommunications 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
9. Millington Telephone Company, Inc.  
4880 Navy Road  
Millington, TN 38083
10. Sprint-United  
112 Sixth Street  
Bristol, TN 37620
11. TDS Telecom-Concord Telephone  
Exchange, Inc.  
P.O. Box 22610  
701 Concord Road  
Knoxville, TN 37933-0610
12. TDS-Telecom-Humphreys County  
Telephone Company  
P.O. Box 552  
203 Long Street  
New Johnsonville, TN 37134-0552
13. TDS Telecom-Tellico Telephone  
Company  
P.O. Box 9  
102 Spence Street  
Tellico Plains, TN 37385-0009
14. TDS Telecom-Tennessee Telephone  
Company  
P.O. Box 18139  
Knoxville, TN 37928-2139
15. TEC-Crockett Telephone Company, Inc.  
P.O. Box 7  
Friendship, TN 38034
16. TEC-People's Telephone Company, Inc.  
P.O. Box 310  
Erin, TN 37061
17. TEC-West Tennessee Telephone  
Company, Inc.  
P.O. Box 10  
244 E Main Street  
Bradford, TN 38316
18. United Telephone Company  
P.O. Box 38  
120 Taylor Street  
Chapel Hill, TN 37034



**ONVOY, LLC**

Exhibit I

Toll Dialing Parity Plan

**ONVOY, LLC**  
**IntraLATA Toll Dialing Parity Plan**  
**For Tennessee**

**1. Purpose**

In compliance with FCC Order 96-333, Onvoy, LLC (“Onvoy”) hereby files its plan for implementing IntraLATA Toll Dialing Parity. The intent of this Plan is to provide a proposal that, upon implementation, would provide customers the ability to select the telecommunications carrier of their choice for routing their intraLATA toll calls.

Onvoy will be following their established guidelines and procedures for implementation of intraLATA Parity of toll calls.

**2. Implementation Date and Areas of Availability**

Upon commencement of service, Onvoy will offer 2-PIC service in all AT&T states including Tennessee.

For services provided via an Onvoy switch, all switchlines will offer 2-PIC capability.

**3. Method of Selection Process and costs**

Onvoy will follow the 2-PIC strategy established by AT&T. With the 2-PIC methodology, customers will be able to presubscribe to one telecommunications carrier for interLATA toll calls and presubscribe to the same or different carrier, including their existing local exchange company, for all intraLATA toll calls.

*Existing Customers*

Onvoy has no existing customers in Tennessee. Onvoy proposes to provide intraLATA equal access as a feature of the company’s Tennessee local exchange service upon launch of that service. Therefore, no notification to existing Customers is required. Existing customers have a 90-day grace period to make a free intraLATA presubscription selection. No charge applies to carrier changes made within this time limit.

*New Customers*

Processes will be in place to provide new customers with an opportunity to choose their intraLATA toll carrier from a list of available carriers. The list of intraLATA toll carriers, including Onvoy, will be presented in a competitively neutral manner to new customers who do not make a positive choice for an intraLATA carrier. Customers who do not choose a carrier for intraLATA toll calls will be identified as a “no-PIC” and will have to dial an access code to make intraLATA calls. New customers will have 30 days from the date they order local exchange service to make their free selection. No charge applies to PIC selections made within this time limit. After the time limit expires, the tariffed rate of \$5.00 for PIC changes will apply.

#### **4. Customer Notifications**

Customers will be advised the opportunity to choose an intraLATA toll carrier separate from their interLATA carrier at the time they place an order initiating service. They will also be advised that they may choose a carrier other than their local exchange carrier and that a list of available intraLATA toll carriers is available upon request from customer service. Onvoy also believes that promotional material by other carriers will make customers aware of the choices available to them.

##### *Cost Recovery*

Onvoy does not anticipate any charges from AT&T to implement their Parity Plan and therefore, will not be assessing the customer any additional charges.

##### *Miscellaneous Items*

Slamming - Onvoy will be subject to rules relating to slamming as indicated in Tennessee Public Utility Commission Rule 1220-4-2-.56, Sections (2) B (19) and 1220-4-2.58, Sections (1)-(16).

##### *(Nondiscriminatory Access)*

Onvoy will provide nondiscriminatory access for their customers, including any Resellers, as it relates to access of telephone numbers; operator assistance; directory assistance; and directory listings.

## Rules B

Onvoy will fully comply with all rules and regulations set forth by the FCC and the TRA.

Onvoy has no applicable rules.

### *LATA Associations*

Area	LATA	Prefix
Tennessee	Memphis	468
	Nashville	470
	Chattanooga	472
	Knoxville	474

### *Exchange Coverage for Services*

423-207	423-336	423-480	423-584	423-717	423-886	615-219	615-313	615-395	615-599
423-208	423-337	423-481	423-585	423-718	423-892	615-220	615-314	615-399	615-604
423-209	423-338	423-482	423-586	423-719	423-893	615-221	615-315	615-401	615-612
423-212	423-339	423-483	423-587	423-733	423-894	615-222	615-316	615-402	615-631
423-213	423-344	423-485	423-588	423-744	423-899	615-223	615-317	615-406	615-643
423-215	423-345	423-487	423-590	423-745	423-902	615-226	615-319	615-407	615-646
423-217	423-351	423-488	423-594	423-746	423-903	615-227	615-320	615-412	615-650
423-219	423-354	423-490	423-595	423-751	423-904	615-228	615-321	615-415	615-654
423-220	423-358	423-493	423-599	423-752	423-905	615-230	615-322	615-416	615-660
423-221	423-359	423-494	423-602	423-755	423-906	615-231	615-323	615-417	615-661
423-222	423-365	423-495	423-603	423-756	423-907	615-232	615-325	615-418	615-662
423-226	423-373	423-496	423-605	423-757	423-908	615-234	615-327	615-419	615-664
423-227	423-374	423-499	423-608	423-763	423-909	615-235	615-329	615-421	615-665
423-228	423-376	423-501	423-609	423-766	423-916	615-237	615-330	615-426	615-672
423-231	423-379	423-504	423-613	423-769	423-918	615-239	615-331	615-428	615-673
423-235	423-380	423-507	423-614	423-774	423-919	615-240	615-332	615-430	615-696
423-237	423-382	423-509	423-616	423-775	423-920	615-241	615-333	615-432	615-702
423-240	423-386	423-510	423-617	423-778	423-921	615-242	615-335	615-441	615-708
423-248	423-387	423-513	423-618	423-780	423-923	615-244	615-336	615-443	615-714
423-250	423-389	423-514	423-619	423-784	423-924	615-248	615-337	615-444	615-717
423-255	423-395	423-515	423-622	423-785	423-927	615-251	615-340	615-445	615-720
423-258	423-397	423-516	423-623	423-802	423-932	615-252	615-341	615-446	615-726
423-263	423-403	423-517	423-624	423-804	423-933	615-253	615-342	615-449	615-731
423-265	423-408	423-521	423-625	423-805	423-942	615-254	615-343	615-451	615-733
423-266	423-413	423-522	423-629	423-806	423-954	615-255	615-344	615-452	615-734
423-267	423-414	423-523	423-631	423-809	423-961	615-256	615-347	615-453	615-735
423-268	423-417	423-524	423-632	423-810	423-970	615-257	615-350	615-457	615-736
423-269	423-420	423-525	423-633	423-814	423-971	615-258	615-351	615-458	615-737
423-272	423-425	423-527	423-634	423-818	423-974	615-259	615-352	615-459	615-740
423-275	423-426	423-531	423-637	423-819	423-977	615-262	615-353	615-460	615-741
423-280	423-428	423-539	423-642	423-821	423-980	615-264	615-354	615-463	615-742
423-281	423-429	423-540	423-645	423-822	423-981	615-269	615-355	615-476	615-743

423-284	423-430	423-541	423-656	423-825	423-982	615-271	615-356	615-477	615-744
423-285	423-435	423-544	423-658	423-827	423-983	615-272	615-360	615-478	615-746
423-289	423-436	423-545	423-661	423-837	423-984	615-274	615-361	615-481	615-747
423-290	423-442	423-546	423-667	423-842	423-985	615-275	615-365	615-482	615-748
423-296	423-448	423-549	423-670	423-843	423-986	615-279	615-366	615-483	615-749
423-301	423-450	423-550	423-673	423-846	423-987	615-282	615-367	615-494	615-763
423-304	423-451	423-558	423-674	423-847	423-988	615-284	615-370	615-504	615-770
423-309	423-452	423-559	423-681	423-850	423-991	615-291	615-371	615-505	615-771
423-310	423-453	423-562	423-686	423-855	423-992	615-292	615-372	615-508	615-778
423-312	423-457	423-563	423-687	423-856	423-993	615-295	615-373	615-512	615-780
423-315	423-458	423-564	423-688	423-867	423-995	615-297	615-374	615-513	615-781
423-317	423-463	423-565	423-689	423-869	423-996	615-298	615-376	615-516	615-782
423-318	423-470	423-566	423-690	423-870	615-201	615-299	615-377	615-518	615-783
423-321	423-471	423-567	423-691	423-873	615-202	615-302	615-382	615-519	615-789
423-326	423-472	423-570	423-692	423-874	615-206	615-303	615-383	615-524	615-790
423-327	423-473	423-573	423-693	423-875	615-207	615-304	615-384	615-531	615-791
423-329	423-475	423-577	423-694	423-876	615-210	615-305	615-385	615-532	615-792
423-330	423-476	423-579	423-697	423-877	615-214	615-307	615-386	615-542	615-794
423-332	423-478	423-581	423-698	423-882	615-217	615-308	615-390	615-591	615-797
423-334	423-479	423-583	423-701	423-883	615-218	615-309	615-391	615-595	615-799
615-804	615-929	901-278	901-380	901-494	901-605	901-738	901-831	931-358	931-638
615-806	615-930	901-279	901-381	901-495	901-606	901-743	901-832	931-359	931-639
615-812	615-936	901-282	901-382	901-496	901-607	901-744	901-833	931-362	931-645
615-813	615-943	901-285	901-383	901-497	901-608	901-745	901-834	931-363	931-647
615-816	615-944	901-286	901-384	901-521	901-609	901-746	901-836	931-379	931-648
615-817	615-948	901-287	901-385	901-522	901-610	901-747	901-850	931-380	931-659
615-821	615-951	901-288	901-386	901-523	901-612	901-748	901-853	931-381	931-670
615-822	615-952	901-301	901-387	901-524	901-613	901-749	901-854	931-387	931-680
615-824	615-957	901-307	901-388	901-525	901-614	901-751	901-855	931-388	931-682
615-826	615-960	901-309	901-391	901-526	901-616	901-752	901-861	931-389	931-684
615-830	615-963	901-320	901-392	901-527	901-617	901-753	901-867	931-393	931-685
615-831	615-969	901-321	901-395	901-528	901-618	901-754	901-877	931-413	931-703
615-832	615-972	901-323	901-396	901-529	901-624	901-755	901-878	931-424	931-723
615-833	615-973	901-324	901-397	901-531	901-627	901-756	901-884	931-425	931-728
615-834	615-974	901-325	901-398	901-532	901-635	901-757	901-885	931-433	931-729
615-835	615-975	901-327	901-399	901-533	901-637	901-758	901-886	931-438	931-759
615-837	615-978	901-329	901-412	901-534	901-638	901-759	901-887	931-454	931-762
615-838	901-209	901-330	901-413	901-535	901-639	901-761	901-922	931-455	931-764
615-847	901-213	901-332	901-418	901-536	901-640	901-762	901-925	931-461	931-766
615-848	901-216	901-335	901-421	901-537	901-641	901-763	901-926	931-465	931-796
615-849	901-220	901-336	901-422	901-538	901-642	901-764	901-934	931-468	931-801
615-851	901-221	901-337	901-423	901-539	901-644	901-765	901-935	931-469	931-808
615-855	901-222	901-340	901-424	901-541	901-645	901-766	901-937	931-486	931-827
615-859	901-223	901-344	901-425	901-542	901-646	901-767	901-942	931-487	931-840
615-860	901-224	901-345	901-426	901-543	901-648	901-769	901-946	931-489	931-857
615-862	901-226	901-346	901-427	901-544	901-658	901-771	901-947	931-490	931-905
615-865	901-227	901-348	901-433	901-545	901-659	901-772	901-948	931-503	931-906
615-867	901-229	901-352	901-434	901-546	901-660	901-773	901-954	931-527	931-920
615-868	901-231	901-353	901-441	901-547	901-661	901-774	901-967	931-540	931-937
615-870	901-233	901-354	901-442	901-550	901-663	901-775	901-968	931-551	931-962

615-871	901-235	901-355	901-444	901-552	901-664	901-777	901-976	931-552	931-964
615-872	901-237	901-356	901-447	901-561	901-668	901-779	901-983	931-553	931-967
615-874	901-241	901-357	901-448	901-565	901-678	901-783	901-986	931-560	931-968
615-876	901-242	901-358	901-452	901-566	901-680	901-784	901-987	931-561	931-980
615-880	901-244	901-360	901-454	901-568	901-681	901-785	901-988	931-572	931-987
615-882	901-245	901-362	901-458	901-569	901-682	901-786	901-989	931-580	
615-883	901-246	901-363	901-465	901-570	901-683	901-787	931-206	931-582	
615-884	901-253	901-365	901-466	901-572	901-684	901-788	931-212	931-583	
615-885	901-254	901-366	901-475	901-573	901-685	901-789	931-215	931-598	
615-886	901-256	901-367	901-476	901-574	901-686	901-790	931-216	931-607	
615-889	901-258	901-368	901-481	901-575	901-692	901-794	931-220	931-619	
615-890	901-262	901-369	901-482	901-576	901-703	901-795	931-221	931-622	
615-893	901-263	901-370	901-483	901-577	901-721	901-797	931-224	931-623	
615-895	901-264	901-371	901-484	901-578	901-722	901-803	931-232	931-624	
615-896	901-265	901-372	901-485	901-579	901-723	901-818	931-235	931-625	
615-898	901-266	901-373	901-486	901-580	901-724	901-820	931-270	931-626	
615-902	901-267	901-374	901-487	901-581	901-725	901-821	931-281	931-627	
615-904	901-268	901-375	901-488	901-583	901-726	901-824	931-285	931-628	
615-907	901-269	901-376	901-489	901-584	901-728	901-825	931-290	931-629	
615-912	901-272	901-377	901-490	901-593	901-729	901-826	931-296	931-632	
615-918	901-274	901-378	901-491	901-603	901-734	901-827	931-318	931-636	
615-923	901-276	901-379	901-493	901-604	901-737	901-828	931-326	931-637	

**ONVOY, LLC**

Exhibit J

Certification Status

Onvoy is authorized to provide service in Alabama, Arkansas, Arizona, California, Colorado, Delaware, District of Columbia, Florida, Georgia, Idaho (wholesale), Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming.

**ONVOY, LLC**

**Exhibit K**

**Prefiled Testimony of Ms. Mary T Buley, Senior Regulatory Manager for Onvoy, LLC.**



**BEFORE THE  
TENNESSEE PUBLIC UTILITIES COMMISSION**

In re: Application of	)	
<b>Onvoy, LLC</b>	)	Docket No. 18 _____
For A Certificate to Provide Competing	)	
Local Exchange and Long Distance	)	
Telecommunications Services on a Facilities	)	
and Resold Basis Throughout the State of Tennessee	)	

**TESTIMONY OF  
MARY T. BULEY  
ON BEHALF OF  
ONVOY, LLC**

1 I, Mary T. Buley, do hereby testify as follows in support of the Application of Onvoy, LLC  
2 (“Onvoy”) for a Certificate of Convenience and Necessity as a competing telecommunications  
3 services provider to provide facilities-based and resold local exchange and long distance  
4 telecommunications services throughout the State of Tennessee.

5  
6 **Q. Please state your name and business address.**

7 A. My name is Mary T. Buley. My business address is 10300 6th Ave. North, Plymouth, MN  
8 55441.

9  
10 **Q. By whom are you employed and in what capacity?**

11 A. I am employed by Onvoy and hold the position of Senior Regulatory Manager. I am  
12 currently responsible for all regulatory filings for Onvoy and several of its subsidiaries  
13 before state and federal regulatory agencies. I am also responsible for corporate  
14 compliance filings, negotiating and maintenance of interconnection agreements,  
15 monitoring regulatory policies and CALEA compliance. I have also had product  
16 management responsibilities in the area of local telecommunications services and  
17 Signaling System 7 (SS7) services at Onvoy.

18  
19 **Q. Please give a brief description of your background and experience.**

20 A. I joined Onvoy in 1998. I have over 30 years of experience in telecommunications industry  
21 in regulatory matters, contract negotiations, product management and purchasing telecom  
22 services. Before joining Onvoy, I was a Product Manager for the Minnesota Department  
23 of Administration, where I was responsible for purchasing telecommunications services  
24 for the State and negotiating contracts with telecom vendors.

25  
26 Before that, I served as Senior Regulatory Analyst for the Minnesota Department of Public  
27 Service (now the Minnesota Department of Commerce) as an expert witness in natural gas  
28 and telecommunications rate cases before the Minnesota Public Utilities Commission.

29 I have a BA degree in Business Administration, an MBA from St. Thomas University, and  
30 a Masters in Telecommunications from St. Mary’s University.

1 **Q. What is the purpose of your testimony?**

2 A. The purpose of my testimony is to present evidence describing the technical, managerial  
3 and financial fitness of Onvoy to provide Resold Interexchange Long Distance Toll Service  
4 as well as Resold and Facilities-Based Local Exchange Service in Tennessee. This  
5 testimony will also describe the services proposed by Onvoy. Finally, the purpose of my  
6 testimony is to show that the public interest will be served by approval of the application  
7 of Onvoy for a certificate of public convenience and necessity to provide facilities-based  
8 and resold service.  
9

10 **Q. Has Onvoy registered to do business in Tennessee?**

11 A. Yes. The Applicant is a LLC organized under the laws of the State of Minnesota on March  
12 10, 2014 and is authorized by the Tennessee Secretary of State to transact business in the  
13 State of Tennessee. Registration to conduct business in Tennessee was provided in Exhibit  
14 D of the application package.  
15

16 **Q. Has Onvoy previously obtained authority in Tennessee?**

17 A. No.  
18

19 **Q. Please describe the services Onvoy proposes to offer.**

20 A. Onvoy proposes to offer competitive telecommunications service, including exchange  
21 access service, within the state of Tennessee using its own facilities. It may also utilize  
22 services available from other facilities-based carriers. Onvoy will provide wholesale voice  
23 services, wholesale long distance, wholesale operator services, internet access, exchange  
24 access, and transit services. In the future, it intends to provide retail local exchange services  
25 to enterprise customers.  
26  
27  
28  
29  
30  
31

1 **Q. How will Onvoy bill for its services?**

2 A. The company does its billing in-house. Customers can contact the Company through the  
3 toll free customer service number (800) 937-1224 which will be provided on the bill.  
4 Customers can also contact Onvoy via the company's web site: [www.inteliquent.com](http://www.inteliquent.com).  
5 Onvoy purchased Inteliquent, Inc. in February of 2017. Onvoy has decided to combine its  
6 website with Inteliquent's website. The Customer Service Department operates 8:00am to  
7 5:00pm CST.

8  
9 **Q. How are trouble reports, billing errors and complaints handled?**

10 A. Once Onvoy initiates operations in Tennessee, Onvoy's toll free customer service  
11 telephone number will be available twenty-four (24) hours per day, seven (7) days per  
12 week. The Company's toll free telephone number for customer inquiries, complaints and  
13 repair is 1-800-933-1224. Customers may also contact the company in writing at the  
14 headquarters address of 10300 6th Ave. North, Plymouth, MN 55441 or by email at:  
15 [customerservice@onvoy.com](mailto:customerservice@onvoy.com).

16  
17 **Q. Where is Onvoy currently certificated?**

18 A. A listing of the certification status of the company is being provided in Exhibit J of the  
19 application.

20  
21 **Q. Describe Onvoy's financial ability to operate as a local service provider.**

22 A. Onvoy has sufficient financial resources to provide the requested telecommunication  
23 services in Tennessee, the financial capability to maintain these services and the financial  
24 capability to meet its lease obligations. The Company has provided financial statements as  
25 part of this application.

26  
27 **Q. Does Onvoy have the managerial and technical qualifications to provide local service  
28 in Tennessee?**

29 A. Yes. Onvoy has a very strong and experienced management team. Biographies of key  
30 executives and technical personnel have been included with the Company's application.

31

1 **Q. Where in Tennessee does Onvoy intend to offer its services?**

2 A. Local exchange service will be offered within the present operating areas of AT&T-  
3 Tennessee. Intrastate switched access service will be provided throughout the entire state.  
4

5 **Q. How will Tennessee consumers benefit from Onvoy's services?**

6 A. Certification of Onvoy will serve the public interest and offer several benefits to local  
7 telecommunication customers in Tennessee. Experience with competition in other  
8 telecommunications markets demonstrates the benefits that competition can bring to  
9 consumers. Onvoy's proposed services will provide multiple public benefits by increasing  
10 the competitive choices available to users in Tennessee. Enhanced competition in  
11 telecommunications services likely will further stimulate economic development in  
12 Tennessee. In addition, increased competition will create incentives for all carriers to offer  
13 lower prices, more innovative services, and more responsive customer service.  
14

15 **Q. Why is Onvoy seeking facilities-based authority in Tennessee? Will Onvoy use any  
16 public rights-of-way?**

17 A. Onvoy proposes to offer competitive telecommunications service, including exchange  
18 access service, within the state of Tennessee using its own facilities. It may also utilize  
19 services available from other facilities-based carriers. Since Onvoy has no immediate plans  
20 to deploy cable or fiber, it does not foresee using public rights-of-way in the next two  
21 quarters. However, Onvoy does request the Commission's consent to use public rights-of-  
22 way pursuant to applicable laws for possible future installations.  
23

24 **Q. Does this conclude your testimony?**

25 A. Yes.  
26  
27  
28  
29  
30  
31

1  
2  
3  
4 VERIFICATION  
5  
6

7 STATE OF CONNECTICUT

§

8  
9 COUNTY OF FAIRFIELD

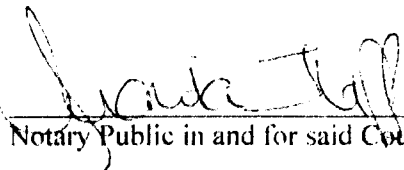
§

§  
10  
11

12 I, Mary T. Buley, first being duly sworn upon oath, depose and say that I am the Senior Regulatory  
13 Manager of Onvoy, that I have read the above and foregoing pre-filed testimony by me subscribed  
14 and know the contents thereof; that said contents are true in substance and in fact, except to those  
15 matters stated upon information and belief, and as to those, I believe same to be true.  
16  
17

18  
19   
20 \_\_\_\_\_  
21 Mary T. Buley, Senior Regulatory Manager  
22 Onvoy, LLC  
23  
24  
25

26 Taken, sworn to and subscribed before me this 3<sup>rd</sup> day of May, 2018.  
27  
28

29   
30 \_\_\_\_\_  
31 Notary Public in and for said County  
32  
33

34 My Commission expires on the \_\_\_\_ day of \_\_\_\_\_, 2018.  
35  
36

MY COMMISSION EXPIRES  
5/31/2020

**ONVOY, LLC**

**Exhibit L**

Onvoy intends to operate pursuant to market regulation, in accordance with amended TCA §65-5-109 enacted May 21, 2009.

Included with this Exhibit are the Company's local exchange services and switched access services tariffs.

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INTRASTATE LOCAL EXCHANGE SERVICES

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ONVOY, LLC

REGULATIONS AND SCHEDULE OF CHARGES

APPLYING TO

INTRASTATE LOCAL EXCHANGE SERVICES

FURNISHED BY ONVOY, LLC

IN THE STATE OF TENNESSEE

This tariff ("Tariff") contains the descriptions, regulations, and rates applicable to the furnishing of local exchange services offered by Onvoy, LLC to business customers located within the State of Tennessee. This tariff is on file with the Tennessee Public Utility Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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Issued:

Onvoy Regulatory Manager  
10300 6<sup>th</sup> Avenue North  
Plymouth, Minnesota 55441

Effective:



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INTRASTATE LOCAL EXCHANGE SERVICES

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---

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

PARTICIPATING CARRIERS

None

REGISTERED SERVICE MARKS

None

REGISTERED TRADEMARKS

None

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) - To signify changed regulation.
- (D) - To signify discontinued rate or regulation,
- (I) - To signify increased rate.
- (M) - To signify a move in the location of text.
- (N) - To signify new rate or regulation.
- (R) - To signify reduced rate,
- (S) - To signify reissued matter.
- (T) - To signify a change in text but no change in rate or regulation.

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INTRASTATE LOCAL EXCHANGE SERVICES

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SECTION 1 - APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of competitive intrastate local exchange services to business customers within Tennessee by Onvoy, LLC (hereinafter the Company).

This tariff is on file with the Tennessee Public Utility Commission and will be maintained and made available for inspection during normal business hours at the Company's principal place of business: 10300 6<sup>th</sup> Avenue North Plymouth, Minnesota 55441. This tariff is also available on the Company's web site at [www.inteliquent.com](http://www.inteliquent.com).

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INTRASTATE LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS

I. Undertaking of the Company

A. Scope

- (1) The Company shall be responsible only for the installation, operation and maintenance of the services it provides.
- (2) The Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles.
- (3) The Company will provide services subject to the availability of facilities.
- (4) When and where facilities are so available, the Company will provide services 24 hours daily, seven days per week, except as set forth in other applicable sections of this tariff.
- (5) The Company does not warrant that its facilities and services meet standards other than those set forth in this tariff.

B. Limitations

- (1) The Customer may not assign or transfer the use of services provided under this tariff; however, where there is no interruption of use or relocation of the services, such assignment or transfer may be made to:
  - (a) another Customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)I. Undertaking of the Company (Continued)B. Limitations (Continued)

## (1) (Continued)

- (b) court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer which acknowledgment shall be made within fifteen (15) days from the receipt of notification. All regulations and conditions contained in this tariff shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

- (2) The use and restoration of services shall be in accordance with Part 64, Subpart D or the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

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INTRASTATE LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)I. Undertaking of the Company (Continued)B. Limitations (Continued)

- (3) Subject to compliance with the limitations in this Section 2.I.B, the services offered herein will be provided to Customers on a first-come, first-served basis. First-come, first-served shall be based upon the received time and date stamped by the Company on Customer orders which contain the information as required for each respective service as delineated in other sections of this tariff. Customer orders shall not be deemed to have been received until such information is provided. Should questions arise which preclude order issuance due to missing information or the need for clarification, the Company will attempt to seek such missing information or clarification on a verbal basis.

C. Liability

- (1) With respect to any claim or suit, by a Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, and subject to the provisions of this Section 2.I.C, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the Customer under this tariff as a Credit Allowance for a Service interruption.

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INTRASTATE LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)I. Undertaking of the Company (Continued)C. Liability (Continued)

- (2) The Company shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall the Company for its own act or omission hold liable any other carrier or customer providing a portion of a service.
- (3) Emergency 911 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, or for any loss, damage or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused by: (i) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service; or (ii) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service. Neither is Company responsible for any infringement or 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 arises out of the negligence or other wrongful act of Company, the customer, its users, agencies or municipalities, or the employees or agents of any one of them.
- (4) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from its use of services offered under this tariff, involving:
  - (a) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communications;
  - (b) Claims for patent infringement arising from combining or using the service furnished by the Company in connection with facilities or equipment furnished by the Customer; or
  - (c) All other claims arising out of any act or omission of the Customer in the course of using services provided pursuant to this tariff.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)I. Undertaking of the Company (Continued)C. Liability (Continued)

- (5) The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from any and all claims by any person relating to the Customer's use of services so provided.
- (6) With respect to the provision of directory listing service, no liability for damages arising from publishing the telephone number of Non-Published service in the telephone directory or disclosing the telephone number to any person shall attach to the Company. Where such number is published in the telephone directory, the Company's liability shall be limited to a refund not exceeding the amount of any charges associated with the directory listing in which the error or omission occurs. Company in accepting listings as prescribed by applicants or customers, will not assume responsibility for the result of the publication of such listings in directories, nor will the company be a party to controversies arising between customers or others as a result of such publication.
  - (a) The customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by refusing to disclose a Non-Published telephone number upon request or by the publication of the number of a Non-Published service in the telephone directory or disclosing of such number to any person.
  - (b) When a customer with a Non-Published telephone number 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 authority responsible for the Emergency 911 service. By subscribing to service under this Tariff, the customer agrees to the release of such information under the above provision.
  - (c) The customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused directly or indirectly by the publication of a listing which the customer has requested be omitted from the telephone directory or the disclosing of such a listing to any person. Where such a listing is published in the telephone directory, the Company's liability shall be limited to a refund of any monthly charges assessed by the Company for the particular Non-Listed service.

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INTRASTATE LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)I. Undertaking of the Company (Continued)C. Liability (Continued)

- (7) No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Company will defend the Customer against claims of patent infringement arising solely from the use by the Customer of services offered under this tariff and will indemnify such Customer for any damages awarded based solely on such claims.
- (8) The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control, subject to the Credit Allowance for a Service Interruption as set forth in Section 2.IV.D following.

D. Provision of Services

The services offered under the provisions of this tariff are subject to the availability of facilities. The Company, to the extent that such services are or can be made available with reasonable effort, will provide to the customer, upon reasonable notice, services offered in other applicable sections of this tariff at rates and charges specified therein.

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INTRASTATE LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)I. Undertaking of the Company (Continued)E. Service Maintenance

The services provided under this tariff shall be maintained by the Company. The customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

F. Changes and Substitutions

Except as provided for equipment and systems subject to F.C.C. Part 68 Regulations at 47 C.F.R. Section 68.110(b), the Company may, where such action is reasonably required in the operation of its business, (1) substitute, change or rearrange any facilities used in providing service under this tariff, (2) change minimum protection criteria, (3) change operating or maintenance characteristics of facilities or (4) change operations or procedures of the Company. In case of any such substitution, change or rearrangement, the transmission parameters will be within the ranges set forth in Sections 4 and 5 following. The Company shall not be responsible if any such substitution, change or rearrangement renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance.

If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Company will provide reasonable notification to the customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Company will work cooperatively with the customer to determine reasonable notification procedures.

G. Refusal and Discontinuance of Service

- (1) If the customer fails to comply with Section 2.I.F preceding or Sections 2.II, 2.III or 2.IV following, including any payments to be made by it on the dates and times herein specified, the Company may, on five (5) days' written notice, refuse additional applications for service and/or refuse to complete any pending orders for service at any time thereafter.

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INTRASTATE LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)I. Undertaking of the Company (Continued)G. Refusal and Discontinuance of Service (Continued)

- (2) If the customer fails to comply with Section 2.I.F preceding or Sections 2.II, 2.III or 2.IV following, including any payments to be made by it on the dates and times herein specified, the Company may, on five (5) days' written notice, discontinue the provision of the services involved at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If the Company does not discontinue the provision of the services involved on the date specified in the notice, and the customer's noncompliance continues nothing contained herein shall preclude the Company's right to discontinue the provision of the services involved without further notice to the noncomplying customer.

H. Notification of Service-Affecting Activities

The Company will provide the customer timely notification of service-affecting activities that may occur during the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual customer service specific; they affect many customer services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the customer to determine reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the customer may not be possible.

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INTRASTATE LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)I. Undertaking of the Company (Continued)I. Coordination with Respect to Network Contingencies

The Company intends to work cooperatively with the customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services, subject to the Restoration Priority requirements of Part 64 of the F.C.C.'s Rules.

J. Provision and Ownership of Telephone Numbers

The Company reserves the reasonable right to assign, designate or change telephone numbers or the serving central office prefixes associated with such numbers when necessary in the conduct of its business. Should it become necessary to make a change in such number(s), the Company will furnish to the customer six (6) months' notice, by Certified U.S. Mail, of the effective date and an explanation of the reason (s) for such change(s). In the case of emergency conditions, however, e.g., a fire in a wire center, it may be necessary to change a telephone number without six (6) months' notice in order to provide service to the customer.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)II. UseA. Interference or Impairment

- (1) The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company and associated with the facilities utilized to provide services under this tariff shall not interfere with or impair service over any facilities of the Company or its affiliates; cause damage to their plant; impair the privacy of any communications carried over their facilities, or, create hazards to the employees of any of them or the public.
- (2) Except as provided for equipment or systems subject to the F.C.C. Part 68 Rules in 47 C.F.R. Section 68.108, if such characteristics or methods of operation are not in accordance with Section 2.II.A.1 preceding, the 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 shall be deemed to preclude the Company's right to temporarily discontinue forthwith the use of a service 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 which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions, as set forth in 2.IV.D following, is not applicable.

B. Unlawful Use

The service provided under this tariff shall not be used for an unlawful purpose.

III. Obligations of the CustomerA. Damages

The customer shall reimburse the Company for damages to the Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the customer, or resulting from improper use of the Company facilities, or due to malfunction of any facilities or equipment provided for or by the customer. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. The Company will, upon reimbursement for damages, cooperate with the customer in prosecuting a claim against the person causing such damage and the customer shall be subrogated to the right of recovery by the Company for the damages to the extent of such payment.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)III. Obligations of the Customer (Continued)B. Ownership or Control of Facilities

Facilities owned or leased by the Company and utilized by it to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the customer in as good a condition as reasonable wear will permit.

C. Availability for Testing

The facilities provided under this tariff shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

D. Balance

All signals for transmission over the services provided under this tariff shall be delivered by the customer balanced to ground except for ground start, duplex (DX) and McCulloh-Loop (Alarm System) type signaling and dc telegraph transmission at speeds of 75 baud or less.

E. Design of Customer Services

Subject to the provisions of 1.VII preceding, the customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

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

III. Obligations of the Customer (Continued)

F. Claims and Demands for Damages

- (1) With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect, and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, or any circuit, apparatus, system or method provided by the customer.
- (2) The customer shall defend, indemnify, and save harmless the Company from and against suits, claims, losses or damages including punitive damages, attorneys' fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Company's services provided under this tariff, including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this tariff.
- (3) The customer shall defend, indemnify, and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorneys, fees and court costs by the customer or third parties arising out of any act or omission of the customer in the course of using services provided under this tariff.

G. Coordination with Respect to Network Contingencies

The customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)IV. Payment Arrangements and Credit AllowancesA. Payment of Rates, Charges and Deposits

- (1) The Company will, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or which does not have established credit (except for a Customer which is a successor of a company which has established credit and has no history of late payments to the Company), to make a deposit prior to or at any time after the provision of a service to the Customer. The deposit will be held by the Company as guarantee of the payment of rates and charges. Such deposit may not exceed the actual or estimated rates and charges for the service for a two-month period. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's regulations as to the prompt payment of bills.
- (2) Customers may satisfy deposit requirements as follows: in cash, certified funds, money orders, acceptable bank letter of credit, acceptable third party guarantee, or other forms of security acceptable to the company.
- (3) Deposits will be refunded to the Customer, along with accrued interest when one of the following conditions is met:
  - a. Service has been terminated or discontinued; or
  - b. A Customer is not currently delinquent and has made timely payment of bills for a period of twelve (12) consecutive months. Timely payment means that no more than two (2) bills during the previous twelve (12) months were paid beyond the due date; or
  - c. Service has not been suspended for non-payment with the previous twelve (12) months.

When service has been terminated or disconnected, the Company will deduct any and all unpaid amounts from the deposit and the difference will be refunded. Deposits held for Customers will accrue interest at the rate specified by the Commission, and will be credited or paid to the Customer upon the termination of service.

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

IV. Payment Arrangements and Credit Allowances. (Continued)

A. Payment of Rates, Charges and Deposits (Continued)

- (4) The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this tariff attributable to services established or discontinued during the preceding billing period. In addition, the Company shall bill, in advance, charges for all services to be provided during the ensuing billing period except for charges associated with service usage which will be billed in arrears. The bill day (i.e., the billing date of a bill for a customer for PRI Service under this tariff), the period of service each bill covers and the payment date is as follows:
  - (a) The Company will establish a bill day each month for each Customer account. The bill will cover non-usage sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled non-usage sensitive charges for prior periods, and unbilled usage charges for the period after the last bill day through the current bill day. Any known unbilled usage charges for, prior periods and any known unbilled adjustments will be applied to this bill. Payment for such bills is due as set forth in (b) following. If payment is not received by the payment date, as set forth in (b) following, in immediately available funds, a late payment penalty will apply as set forth in (b) following.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)IV. Payment Arrangements and Credit Allowances (Continued)A. Payment of Rates, Charges and Deposits (Continued)

## (4) (Continued)

- (b) All bills dated, as set forth in (a) preceding, for service provided to the customer by the Company, are due thirty (30) days (payment date) after the bill day and are payable in immediately available funds.

If such payment date would cause payment to be due on a Saturday, Sunday or Holiday (i.e., New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and a day when Martin Luther King Day, President's Day, Memorial Day or Columbus Day is legally observed) payment for such bills will be due from the customer as follows:

If such payment date falls on a Sunday or on a Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Holiday. If such payment date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Holiday.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)IV. Payment Arrangements and Credit Allowances (Continued)A. Payment of Rates, Charges and Deposits (Continued)

(4) (Continued)

(b) (Continued)

Further, if any portion of the payment is received by the Company after the payment date as set forth in (a) preceding or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the payment date times a late factor. The late factor is one and one-half percent (1.5%) per month calculated on the unpaid portion of the principal balance at the time that the next invoice is generated.

(c) In the event that a billing dispute concerning any charges billed to the customer by the Company is resolved in favor of the Company, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty set forth in (b) preceding.

(d) If the Customer is unable to resolve any dispute with the Company, the Customer may file a complaint with the Tennessee Public Utility Commission. The address of the Commission is as follows:

Tennessee Public Utility Commission  
Attn: Utilities Division  
502 Deaderick Street, 4th Floor  
Nashville, TN 37243  
615-770-6897

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)IV. Payment Arrangements and Credit Allowances. (Continued)A. Payment of Rates, Charges and Deposits (Continued)

- (5) Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this tariff will be prorated to the number of days or major fraction of days based on a thirty (30) day month.
- (6) The Company will, upon request, furnish within thirty (30) days of a request at no charge to the customer such detailed information as may reasonably be required for verification of any bill.
- (7) When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

B. Minimum Periods

The minimum periods for which services are provided and for which rates and charges are applicable is one (1) month, except as otherwise specified.

C. Cancellation of an Order for Service

Provisions for the cancellation of an order for service are set forth in Section 6.C.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)IV. Payment Arrangements and Credit Allowances. (Continued)D. Credit Allowance for Service Interruptions(1) General

A service is interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service under this tariff or in the event that the protective controls applied by the Company result in the complete loss of service by the customer as set forth in 6.5.1 following. An interruption period starts when an inoperative service is reported to the Company, or when the Company becomes aware of the service interruption, and ends when the service is operative.

(2) When a Credit Allowance Applies

In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence of the customer, shall be as follows:

- (a) The adjustment shall be, at a minimum, a credit on the monthly bill for basic local exchange service and any associated taxes and surcharges proportional to the duration of the service interruption, with each occurrence of the loss of service for eight or more hours during the 24-hour period counting as one day. For the purpose of administering this paragraph, every month is considered to have 30 days. The customer shall be credited for an interruption of eight (8) hours or more at the rate of 1/30 of any applicable monthly rates.
- (b) The credit allowance(s) for an interruption or for a series of interruptions shall not exceed any monthly rate for the service interrupted in any one monthly billing period.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)IV. Payment Arrangements and Credit Allowances. (Continued)D. Credit Allowance for Service Interruptions (Continued)(3) When a Credit Allowance Does Not Apply

No credit allowance will be made for:

- (a) Interruptions caused by the negligence of the customer.
- (b) Interruptions of a service due to the failure of equipment or systems provided by the customer or others.
- (c) Interruptions of a service during any period in which the Company is not afforded access to the location where the service is terminated.
- (d) Interruptions of a service for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the customer. Thereafter, a credit allowance as set forth in Section 2.IV.D.2 preceding applies.
- (e) Periods when the customer continues to use the service on an impaired basis.
- (f) Periods of temporary discontinuance as set forth in 2.II.A.2 preceding.
- (g) Interruption of service caused by a customer's failure to provide notification to the Company of media-stimulated mass calling events.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)IV. Payment Arrangements and Credit Allowances. (Continued)D. Credit Allowance for Service Interruptions (Continued)(4) Temporary Surrender of a Service

In certain instances, the customer may be requested by the Company to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the customer consents, a credit allowance will be granted. The credit allowance will be 1/1440 of the monthly rate for each period of thirty (30) minutes or fraction thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one (1) monthly billing period.

E. Title or Ownership Rights

The payment of rates and charges by customers for the services offered under the provisions of this tariff does not assign, confer or transfer title or ownership rights to proposals or facilities developed or utilized, respectively, by the Company in the provision of such services.

V. Denial or Discontinuance of ServiceA. Disconnection Without Notice. The Company will not deny or discontinue service to a customer without prior written notice except for the following reasons:

- (1) If a safety condition that is immediately dangerous or hazardous to life, physical safety, or property exists;
- (2) Upon order by an appropriate court, the Commission, or any other duly authorized public authority; or
- (3) If service, having already been properly discontinued, has been restored by someone not authorized by the company and the original cause for discontinuance has not been cured.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)V. Denial or Discontinuance of Service (Continued)A. Disconnection Without Notice (Continued)

- (4) Violation of any Commission rule or effective Tariff that may adversely affect the safety of any person or the integrity of the provider's service.
- (5) Failure to comply with municipal ordinances or other laws pertaining to telecommunications service that may adversely affect the safety of any person or the integrity of the provider's service.
- (6) Failure of the customer to permit the provider reasonable access to its facilities or equipment.
- (7) Customer equipment is non-compliant with Federal Communication Commission equipment specifications thereby causing or contributing to Service interruptions, malfunctions, or unusual or excessive Service maintenance requirements.
- (8) The customer obtained service by subterfuge. Subterfuge includes, without limitation:
  - Obtaining service in another person's name with the intent to avoid outstanding charges; or
  - Applying for new service at a location:
    - (a) where a person has outstanding charges for jurisdictional service including outstanding charges for any associated taxes and surcharges; and
    - (b) where such person continues to reside.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)V. Denial or Discontinuance of Service (Continued)B. Disconnection with Notice

The Company may temporarily suspend or permanently discontinue service and may sever the connection and remove any of its equipment from the customer's premises after at least 5 days written notice only for one of the following reasons:

- (1) Non-payment of any past due bill for service and any associated taxes and surcharges. Solely for the purposes of this paragraph, a bill is past due if not paid within 30 days of the due date which must be at least 15 days after the billing date.
- (2) If the Company determines service was obtained fraudulently or without the authorization of the provider or is being used for, or suspected of being used for, fraudulent purposes.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)VI. Restoration of Service

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

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. 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. 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.

## VII. Assistance Programs

## A. Telecommunications Relay Service (TRS)

The Tennessee Telecommunications Relay Service (TRS) is a relay telecommunications service for the deaf, hearing and/or speech disabled population of the state of Tennessee. The service permits telephone communications between individuals with hearing and/or speech disabilities who must use a text telephone and individuals with normal hearing and speech.

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INTRASTATE LOCAL EXCHANGE SERVICES

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SECTION 3 - DEFINITIONS

Certain terms used generally throughout this tariff for the Access Services of the Company are defined below.

Access Code: A uniform five or seven digit code assigned by the Company to an individual customer. The five digit code has the form 10XXX, and the seven digit code has the form 101XXXX.

Bit: The smallest unit of information in the binary system of notation.

Carrier or Common Carrier: See Exchange Carrier.

Company: Onvoy, LLC, which is the issuer of this tariff.

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

Duplex Service: Service which provides for simultaneous transmission in both directions.

End User: An End User is any customer of a telecommunications services from this tariff and is not a carrier.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Individual Case Basis (ICB): A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Interexchange Carrier (IXC) or Interexchange Common Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

Kbps: Kilobits, or thousands of bits, per second.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Local Access: The connection between a customer's premises and a point of presence of the Exchange Carrier.

Local Switching Center: The switching center where telephone exchange service customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

Mbps: Megabits, or millions of Bits, per second.

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SECTION 3 – DEFINITIONS, (CONT'D)

Non-Recurring Charges (NRC): The one-time initial charges for services or facilities, including but not limited to, charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Premises: The space occupied by a Customer in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Presubscription: An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC (s) are referred to as the End-User's Primary Interexchange Carrier (PIC). The End User may select any IXC that orders FGD Switched Access Service at the Local Switching Center that serves the End User.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

Service Commencement Date: For Local Service the first day following the date on which the Company notifies the Customer that the requested service or facility is available for use. Unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by the customer.

Service Order: The written request for Local Services executed by the Customer and the Company in a format devised by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Service(s): The Company's Local Services offered on the Company's Network.

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

Wire Center: buildings in which central offices, used for the provision of Local Exchange services, are located.

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INTRASTATE LOCAL EXCHANGE SERVICES

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SECTION 4 - EXCHANGE AREAS

I. List of Exchanges

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LEC:

- 1) AT&T-Tennessee

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SECTION 5 - SERVICE DESCRIPTIONS AND RATESI. Integrated Services Digital Network (ISDN)A. Description of Service

- (1) Integrated Services Digital Network (ISDN) is a digital standard that provides an integrated voice or data capability to the customer premises facility, utilizing the public switched telephone network. ISDN delivers voice, data and video by two standard methods of access. Primary Rate Interface (PRI) Service and Basic Rate Interface Service (BRS). The Company will only provide Primary Rate Interface service.
- (2) PRI service has a capacity of 1.544 megabits per second (Mbps) and has multiple channels: 23 B-channels, and one D-Channel, and is also known as 23 B+D access. The 64-Kbps B-channels carry user information such as voice calls, circuit-switched data or video while the D-channel carries the call-control signaling information. The B-channels may be provisioned on the same facility as the D-channel or on other PRI T1 facilities. Each B-channel is dedicated to inward, outward or 2-way traffic. The customer may use CPE to bond together 64 Kbps B-channels for the transmission of circuit-switched data or video.
- (3) Directory Numbers: Primary Directory Number - A single telephone directory number is provided with each PRI service ordered.
- (4) Directory Listings: One primary directory listing is provided per PRI service per customer.
- (5) Emergency 911 services will be provided for all voice calls on PRI service.

B. Protection of the Network

- (1) PRI service is furnished subject to central office availability and capacity, the availability of outside plant facilities, and the necessary central office billing capabilities.

In the event customer equipment meets required specifications, but causes interference with current or future services, the Company reserves the right to notify the customer and modify the service to eliminate the interference or disconnect the service. In such case, termination charges do not apply.

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SECTION 5 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)I. Integrated Services Digital Network (ISDN) (Continued)B. Protection of the Network (Continued)

- (2) Upon notification by the Company that unauthorized transmissions are due to customer equipment or facilities, the customer or customer's authorized agent will correct the situation on an expeditious basis or service will be disconnected by the Company to protect the network. THE COMPANY DISCLAIMS LIABILITY FOR LOSSES WHICH MIGHT BE INCURRED AS A RESULT OF DISCONNECTING THE SERVICE AND DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. With respect to such equipment or service, the Company shall not be liable for any incidental or consequential damages, including, but not limited to any loss, or damage, arising out of customer's use of or inability to use the service or equipment, whether said use is in combination with other services or equipment, or separate from them.
- (3) The Company maintains the right and option to check the output of any equipment used in the transmission of signals to or from the Customer premises for this service. This includes the Company provided facilities or other facilities used in conjunction with provision of PRI service such as CPE.
- (4) The Company anticipates the use of other technologies to provide this service as they are developed. As other technologies are introduced, the interface specifications will be disclosed as required.

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INTRASTATE LOCAL EXCHANGE SERVICES

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SECTION 5 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)I. Integrated Services Digital Network (ISDN) (Continued)C. Availability, Installation and Maintenance

- (1) The availability and functionality of PRI service capabilities may vary, or may not be available, dependent upon the type of central office switching system, related software controlling that switch, hardware and outside plant.
- (2) The Company will furnish all installation and maintenance labor required to install, maintain and test the service from the Demarcation Point on the customer's property to the central office. The customer or property owner will be responsible for installation, maintenance, and testing of all wire and cable facilities and CPE on the customer side of the Demarcation Point. At the customer's option, the Company will provide installation, maintenance and testing as part of their non-regulated business.
- (3) If there are any changes in inside wiring which require the Company to redesign the PRI service capability, the customer shall reimburse the Company for all cost incurred by the Company in making such a change. Should PRI service capability fail due to inside wiring not owned by the Company, or CPE, or power failure, the responsibility for failure shall be solely that of the customer and the Company shall not be liable.
- (4) If PRI service should experience interruption, disconnection, error, performance failure, or some other out-of-service condition and last for more than 8 consecutive hours after the customer gives the Company notice of such out-of-service condition, except for problems caused by the customer's action, inside wiring, interface, customer premise power outage, and/or CPE, an out-of-service credit will be applied to the customer's bill. See Rules and Regulations, Interruptions to Service.

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SECTION 5 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

I. Integrated Services Digital Network (ISDN) (Continued)

D. Circuit Switching Feature Descriptions

- (1) Circuit Switched Services is an arrangement which provides the ability to originate and receive circuit-switched voice and/or data calls over 64 Kbps B channels. The customer may choose among the following Circuit-Switched features based upon application needs:
  - (a) Clear Channel Capability - A characteristic of the transmission path on the B channels that allow the full bandwidth of 64 Kbps to be available to the customer. Through the CPE, it is also possible to bond multiple B channels together to achieve greater bandwidth speeds.

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SECTION 5 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)I. Integrated Services Digital Network (ISDN) (Continued)E. Service Arrangements

## (1) Voice/Data PRI (with DID)

A Voice/Data PRI with Direct Inward Dialing (DID) have 3 elements: the T-1, the Service Configuration, and a 2-way trunk/DID. This service configuration provides 23 B-channels and 1 D-channel. The B-channels carry user information such as voice calls, circuit-switched data or video. The D-channel handles signaling information.

## (2) Data PRI 23B+D

This service configuration provides for 23 B-channels and 1 D-channel. The B-channels carry user information such as voice calls, circuit-switched data, or video while the D channel handles signaling information.

## (3) Data PRI 24B

This service configuration provides for 24 channels. The B-channels carry user information such as voice calls, circuit-switched data, or video. The signaling information is provided by a D-Channel on the first T1 facility.

F. Direct Inward Dialing (DID)

- (1) The Company will assign line numbers for direct inward dialing in blocks of numbers. When additional numbers are required, they will be made available as soon as the Company has equipment/numbers available for this purpose. The Company does not guarantee that line numbers will be made available in all cases.
- (2) DID is an optional feature which can be purchased in conjunction with the Company's PRI Service. DID service transmits the dialed digits for all incoming calls allowing the Customer's equipment to route the incoming calls directly to individual stations corresponding to each individual number.

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INTRASTATE LOCAL EXCHANGE SERVICES

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SECTION 5 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)I. Integrated Services Digital Network (ISDN) (Continued)G. Rates and Charges

- (1) Following are the monthly rate and nonrecurring charges for PRI service based on a one year contract:

	<u>Monthly Rate</u>	<u>Nonrecurring Rate</u>
1 Year Commitment		
Service Configuration:		
a. Voice/Data PRI (with DID)	\$675.00	\$500.00
b. Data PRI 23B+D	\$675.00	\$500.00
c. Data PRI 24B	\$675.00	\$500.00
 DID Number charges:		
Group of 20 line numbers assigned	\$3.50	\$10.00

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INTRASTATE LOCAL EXCHANGE SERVICES

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SECTION 6 - SPECIAL ARRANGEMENTSI. Special ConstructionA. Basis for Charges:

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include:

- (1) non-recurring type charges
- (2) recurring type charges
- (3) termination liabilities; or
- (4) some combination thereof.

B. Basis for Cost Computation

The costs referred to in 6.A preceding may include one or more of the following items to the extent they are applicable:

- (1) Cost installed of the facilities to be provided included estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
  - a. Equipment and materials provided or used
  - b. Engineering, labor and supervision
  - c. Transportation, and
  - d. Rights of ways;
- (2) Cost of maintenance
- (3) Depreciation on the estimated cost installed of any facilities provided, based on anticipated useful life of the facilities with an appropriate allowance for the estimated net salvage;
- (4) Administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- (5) License preparation, processing and related fees;

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SECTION 6 - SPECIAL ARRANGEMENTS. (CONT'D.)I. Special Construction (Continued)B. Basis for Cost Computation (Continued)

- (6) Tariff preparation, processing and related fees;
- (7) Any other identifiable costs related to the facilities provided; or
- (8) An amount for return and contingencies.

C. Termination Liability

To the extent that there is no other requirement for use by the Company, termination liability may apply for facilities specially constructed at the request of the Customer. The termination liability period is the estimated service life of the facilities provided.

The amount of the maximum termination liability is equal to the estimated amounts for: cost installed of the facilities provided including estimated cost for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Costs installed include the costs of: equipment and materials provided or used; engineering, labor, supervision, transportation, and rights of way. Other costs include: license preparation, processing; tariff preparation and processing, cost of removal and restoration, and any other related fees or identifiable costs related to specially constructed or rearranged facilities.

The applicable termination liability method for calculating the unpaid balance of a term obligation is: the sum of the amounts determined as set forth above, multiplied by a factor related to the unexpired period of liability, multiplied by the discount rate of return and contingencies. The amount determined shall be adjusted to reflect the predetermined estimated net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

D. Individual Case Basis (ICB) Arrangements

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

If the Company and a Customer enter in an ICB arrangement, the ICB arrangement may provide the Customer or Company with certain rights to terminate the arrangement. If the Customer or the Company exercises such a termination right, then upon the effective date of termination, the ICB rates will no longer apply.

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ONVOY, LLC

ACCESS SERVICES TARIFF

Regulations and Schedule of Intrastate Access Rates

This tariff ("Tariff") contains the descriptions, regulations, and rates applicable to the furnishing of intrastate switched access services offered by Onvoy, LLC to Customers located within the State of Tennessee. This tariff is on file with the Tennessee Public Utility Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

PARTICIPATING CARRIERS

None

REGISTERED SERVICE MARKS

None

REGISTERED TRADEMARKS

None

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) - To signify changed regulation.
- (D) - To signify discontinued rate or regulation,
- (I) - To signify increased rate.
- (M) - To signify a move in the location of text.
- (N) - To signify new rate or regulation.
- (R) - To signify reduced rate,
- (S) - To signify reissued matter.
- (T) - To signify a change in text but no change in rate or regulation.

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SECTION 1 - APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of competitive Intrastate switched access and special access services within Tennessee by Onvoy, LLC (hereinafter the Company).

This Tariff does not apply to carriers with whom the Company has a written agreement for different intercarrier compensation.

BY UTILIZING THE EXCHANGE ACCESS SERVICES SET FORTH IN THIS TARIFF, CARRIERS ARE DEEMED TO HAVE CONSTRUCTIVELY ORDERED SERVICE AS CUSTOMERS, AND AGREE TO THE SERVICE RATES, CHARGES, TERMS, AND CONDITIONS AS SET FORTH HEREIN.

This Tariff applies only to the extent that facilities are available and services provided hereunder are used by a Customer for the purpose of originating or terminating intrastate communications.

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SECTION 2 - GENERAL REGULATIONSI. Undertaking of the CompanyA. Scope

- (1) The Company shall be responsible only for the installation, operation and maintenance of the services it provides.
- (2) The Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles.
- (3) The Company will provide services subject to the availability of facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.
- (4) When and where facilities are so available, the Company will provide services 24 hours daily, seven days per week, except as set forth in other applicable sections of this tariff. Service is provided on the basis of a minimum period of at least one month, 24-hours per day, unless otherwise deemed Incidental Service. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.
- (5) The Company does not warrant that its facilities and services meet standards other than those set forth in this tariff.

B. Limitations

- (1) The Customer may not assign or transfer the use of services provided under this tariff; however, where there is no interruption of use or relocation of the services, such assignment or transfer may be made to:
  - (a) another Customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or

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SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

I. Undertaking of the Company (Continued)

B. Limitations (Continued)

(1) (Continued)

- (b) court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer which acknowledgment shall be made within fifteen (15) days from the receipt of notification. All regulations and conditions contained in this tariff shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

- (2) The use and restoration of services shall be in accordance with Part 64, Subpart D or the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

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SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

I. Undertaking of the Company (Continued)

B. Limitations (Continued)

- (3) Subject to compliance with the limitations in this Section 2.I.B, the services offered herein will be provided to Customers on a first-come, first-served basis. First-come, first-served shall be based upon the received time and date stamped by the Company on Customer orders which contain the information as required for each respective service as delineated in other sections of this tariff. Customer orders shall not be deemed to have been received until such information is provided. Should questions arise which preclude order issuance due to missing information or the need for clarification, the Company will attempt to seek such missing information or clarification on a verbal basis.

C. Liability

- (1) With respect to any claim or suit, by a Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, and subject to the provisions of this Section 2.I.C, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the Customer under this tariff as a Credit Allowance for a Service interruption.

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SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

I. Undertaking of the Company (Continued)

C. Liability (Continued)

- (2) The Company shall not be liable for any act or omission of any other carrier or Customer providing a portion of a service, nor shall the Company for its own act or omission hold liable any other carrier or Customer providing a portion of a service.
- (3) Reserved for Future Use
- (4) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from its use of services offered under this tariff, involving:
  - (a) Claims for libel, slander, invasion of privacy, or infringement of patents, trade secrets, or copyrights arising from any communications;
  - (b) Claims for patent infringement arising from combining or using the service furnished by the Company in connection with facilities or equipment furnished by the Customer; or
  - (c) All other claims arising out of any act or omission of the Customer in the course of using services provided pursuant to this tariff.
- (5) The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from any and all claims, loss, demands, suits, or other actions, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence condition, location, use or removal by any person relating to the Customer's use of services so provided.

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SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

I. Undertaking of the Company (Continued)

C. Liability (Continued)

- (6) No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Company will defend the Customer against claims of patent infringement arising solely from the use by the Customer of services offered under this tariff and will indemnify such Customer for any damages awarded based solely on such claims.
- (7) The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control, subject to the Credit Allowance for a Service Interruption as set forth in Section 2.IV.D following.

D. Provision of Services

The services offered under the provisions of this tariff are subject to the availability of facilities. The Company, to the extent that such services are or can be made available with reasonable effort, will provide to the Customer, upon reasonable notice, services offered in other applicable sections of this tariff at rates and charges specified therein.

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SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

I. Undertaking of the Company (Continued)

E. Installation and Termination of Services

The Intrastate Access Service provided under this tariff (1) includes the Company's communication facilities up to the point of interconnection as defined in Section 5 following which denotes the demarcation point or network interface and (2) will be provided by the Company to such point of interconnection. Any additional terminations at the Customer's premises beyond such point of interconnection are the sole responsibility of the Customer.

F. Service Maintenance

The services provided under this tariff shall be maintained by the Company. The Customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

G. Changes and Substitutions

Except as provided for equipment and systems subject to F.C.C. Part 68 Regulations at 47 C.F.R. Section 68.110(b), the Company may, where such action is reasonably required in the operation of its business, (1) substitute, change or rearrange any facilities used in providing service under this tariff, (2) change minimum protection criteria, (3) change operating or maintenance characteristics of facilities or (4) change operations or procedures of the Company. In case of any such substitution, change or rearrangement, the transmission parameters will be within the ranges set forth in Sections 4 and 5 following. The Company shall not be responsible if any such substitution, change or rearrangement renders any Customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance.

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SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

I. Undertaking of the Company (Continued)

G. Changes and Substitutions (Continued)

If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Company will provide reasonable notification to the Customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Company will work cooperatively with the Customer to determine reasonable notification procedures.

H. Refusal and Discontinuance of Service

- (1) If the Customer fails to comply with Section 2.I.F preceding or Sections 2.II, 2.III or 2.IV following, including any payments to be made by it on the dates and times herein specified, the Company may, on thirty (30) days written notice by Certified U.S. Mail to the person designated by the Customer to receive such notices of noncompliance, refuse additional applications for service and/or refuse to complete any pending orders for service at any time thereafter. If the Company does not refuse additional applications for service on the date specified in the thirty (30) days' notice, and the Customer's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service without further notice to the non-complying Customer.

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SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

I. Undertaking of the Company (Continued)

H. Refusal and Discontinuance of Service (Continued)

- (2) If the Customer fails to comply with Section 2.I.F preceding or Sections 2.II, 2.III or 2.IV following, including any payments to be made by it on the dates and times herein specified, the Company may, on thirty (30) days written notice by Certified U.S. Mail to the person designated by the Customer to receive such notices of noncompliance, discontinue the provision of the services involved at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If the Company does not discontinue the provision of the services involved on the date specified in the thirty (30) days' notice, and the Customer's noncompliance continues nothing contained herein shall preclude the Company's right to discontinue the provision of the services involved without further notice to the noncomplying Customer.

I. Notification of Service-Affecting Activities

The Company will provide the Customer timely notification of service-affecting activities that may occur during the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual Customer service specific; they affect many Customer services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

I. Undertaking of the Company (Continued)

J. Coordination with Respect to Network Contingencies

The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services, subject to the Restoration Priority requirements of Part 64 of the F.C.C.'s Rules.

K. Provision and Ownership of Telephone Numbers

The Company reserves the reasonable right to assign, designate or change telephone numbers or the serving central office prefixes associated with such numbers when necessary in the conduct of its business. Should it become necessary to make a change in such number(s), the Company will furnish to the Customer six (6) months' notice, by Certified U.S. Mail, of the effective date and an explanation of the reason (s) for such change(s). In the case of emergency conditions, however, e.g., a fire in a wire center, it may be necessary to change a telephone number without six (6) months' notice in order to provide service to the Customer.

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SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

II. Use

A. Interference or Impairment

- (1) The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company and associated with the facilities utilized to provide services under this tariff shall not interfere with or impair service over any facilities of the Company or its affiliates; cause damage to their plant; impair the privacy of any communications carried over their facilities, or, create hazards to the employees of any of them or the public.
- (2) Except as provided for equipment or systems subject to the F.C.C. Part 68 Rules in 47 C.F.R. Section 68.108, if such characteristics or methods of operation are not in accordance with Section 2.II.A.1 preceding, the 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 shall be deemed to preclude the Company's right to temporarily discontinue forthwith the use of a service 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 which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions, as set forth in 2.IV.D following, is not applicable.

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SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

II. Use (Continued)

B. Unlawful Use

The Service provided under this Tariff shall not be used for an unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

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

The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.

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 the Company. The Company will permit a Customer to transfer its existing Service to another entity if the existing Customer has paid all charges owed to the Company for regulated access 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.

The Customer is responsible for the payment of all charges for unlawfully utilized facilities and Services furnished by the Company to the Customer.

III. Obligations of the Customer

A. Damages

The Customer shall reimburse the Company for damages to the Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company facilities, or due to malfunction of any facilities or equipment provided for or by the Customer. Nothing in the foregoing provision shall be interpreted to hold one Customer liable for another Customer's actions. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the right of recovery by the Company for the damages to the extent of such payment.

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SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

III. Obligations of the Customer (Continued)

B. Ownership or Control of Facilities and Theft

Facilities owned or leased by the Company and utilized by it to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer in as good a condition as reasonable wear will permit.

C. Availability for Testing

The facilities provided under this tariff shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

D. Balance

All signals for transmission over the services provided under this tariff shall be delivered by the Customer balanced to ground except for ground start, duplex (DX) and McCulloh-Loop (Alarm System) type signaling and dc telegraph transmission at speeds of 75 baud or less.

E. Design of Customer Services

Subject to the provisions of 2.I.G preceding, the Customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

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SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

III. Obligations of the Customer (Continued)

F. Claims and Demands for Damages

- (1) With respect to claims of patent infringement made by third persons, the Customer shall defend, indemnify, protect, and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, or any circuit, apparatus, system or method provided by the Customer.
- (2) The Customer shall defend, indemnify, and save harmless the Company from and against suits, claims, losses or damages including punitive damages, attorneys' fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the Customer's circuits, facilities, or equipment connected to the Company's services provided under this tariff, including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the Customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the Customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this tariff.
- (3) The Customer shall defend, indemnify, and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorneys, fees and court costs by the Customer or third parties arising out of any act or omission of the Customer in the course of using services provided under this tariff.

G. Coordination with Respect to Network Contingencies

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

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SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

III. Obligations of the Customer (Continued)

H. Jurisdictional Report Requirements

- (1) In this section the term “trunk group” shall be assumed to also represent a single line or trunk.
- (2) Reporting by the Customer of the expected jurisdictional use of services is required because the Company cannot determine the actual jurisdiction of the Customer’s usage from every type of call detail reporting. The information reported by the Customer will be used by the Company in an effort to determine the appropriate charges as set forth in Section 5. The Customer must always report this information for those services or portions of services for which actual jurisdiction use cannot be determined by the Company.
- (3) Pursuant to Federal Communications Commission order FCC 85-145 released April 16, 1985, Interstate usage is to be developed as though every call that enters a Customer network at a point within the same state as that in which the called station (as designated by the called station number) is situated is an Intrastate communication and every call for which the point of entry is in a state other than where the called station (as designated by the called station number) is situated is Interstate in nature.
- (4) When a Customer orders a new Switched Access Service, the Customer shall, in its order, state the proportion of the service which is to be provided for Interstate use. This proportion is the Percent for Interstate Use or PIU. The Customer can either specify one general PIU for the service usage or the Customer can specify an 8XX terminating PIU and a residual. PIU. All PIUs shall be stated as whole numbers percentages. If the Customer chooses to report one general Percent for Interstate Use, then the general PIU will be the Customer’s best estimate of the percentage of the total use of the trunk group that will be Interstate in nature.

If the Customer chooses to provide a separate 8XX originating PIU, that PIU will be the Customer’s best estimate of the percentage of the total 8XX originating use of the trunk group usage that will be Interstate in nature. The residual PIU would then be the Customer’s best estimate of the percentage of the total trunk group usage that will not be 8XX originating usage and will be Interstate in nature.

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SECTION 2 - GENERAL REGULATIONS, (CONT'D.)III. Obligations of the Customer (Continued)H. Jurisdictional Report Requirements (Continued)

## (4) (Continued)

The reported Percentage(s) for Interstate Use PIU(s) will be used in the determination of all Interstate and Intrastate charges for the trunk group, as set forth in Section 5 following, as well as for the associated charges for transport and port charges. The PIU(s) remains in effect until it is superseded by a revised PIU(s).

When the Customer determines that any currently effective PIU(s) for one or more trunk groups is no longer accurate, the Customer shall report a revised PIU(s) for each trunk group. The Customer can report the new PIU(s) to the Company in writing. The report must clearly identify each trunk group, the account number under which it is billed, and both the current and revised PIU(s). The revised PIU(s) will become effective on the first day of the next monthly billing period that begins at least 15 business days after the day on which the Customer reports the revised PIU(s) to the Company. No revisions to bills proceeding the effective date of the revised PIU(s) will be made based on this report.

If no PIU is submitted as specified herein, then the PIU will be set on a default basis of 50 percent Interstate traffic and 50 percent Intrastate traffic.

The Company will charge the Interstate terminating switched access rates to the Customers for those minutes lacking jurisdictional information that are in excess of a reasonable percentage (7%) of minutes for which this information is not transmitted. For example, if 40% of a Customer's minutes sent to the Company do not contain sufficient originating information to allow the Company to determine the originating location, the Company would apply these provisions to those minutes exceeding the 7% floor, or 33% in this example.

- (5) The Customer shall keep sufficient detail from which the percentage of Interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within thirty (30) calendar days of the Company's request.

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SECTION 2 - GENERAL REGULATIONS, (CONT'D.)III. Obligations of the Customer (Continued)I. Traffic Information

- (1) Customer shall provide Signaling Data (as defined below) and shall not, directly or indirectly, including in concert with a third party, strip, alter, modify, add, delete, change, mask, manipulate, or incorrectly assign any Signaling Data. Signaling Data shall mean information sufficient to jurisdictionalize traffic. Except where technically infeasible or prohibited by law, Signaling Data may include: (a) information that accurately reflects the geographic location of the end user that originated and/or dialed the call, (b) calling party number as defined in 47 C.F.R. Section 64.1600(c) ("CPN"), (c) Automatic Number Identification as defined in 47 C.F.R. Section 64.1600(b) ("ANI"), (d) Charge Number as defined in 47 C.F.R. Section 64.1600(d), (e) Jurisdictional Indicator Parameter ("JIP") and (f) any other signaling data that affects the terminating Party's ability to jurisdictionalize traffic. If it is determined that Customer has: directly or indirectly make any such addition, deletion, change, mask, manipulation, alteration, modification, or incorrect assignment, or (b) intentionally or unintentionally failed to provide any Signaling Data, all of Customer's traffic, including prior traffic, will be re-rated to the highest rate. Upon request, the Company will provide to the Customer available Signaling Data for traffic terminated to Customer.

Where SS7 connections exist, Customer will include the original and true Line Information, including the Calling Party Number (CPN), in the information transmitted to the Company for each call. If the Customer is passing Line Information but the Company is not properly receiving information, the parties will work cooperatively to correct the problem.

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SECTION 2 - GENERAL REGULATIONS, (CONT'D.)III. Obligations of the Customer (Continued)J. Exchange of Traffic and Information

- (1) All facilities interconnected to the Company by Customer shall be two-way in nature, unless agreed in writing by the Company. Customer shall accept both originating and terminating from the Company. At all times, Customer shall provide facilities within its network that are necessary for routing, transporting, measuring, and billing of traffic originated by other Customers of the Company and for delivering traffic to the Company for termination to other carriers. Customer shall transmit traffic in the standard format compatible with the Company's network, as referenced in Telecordia BOC Notes on LEC Network Practice No. SR-TSV-002275, and terminate the traffic it receives in that standard format to proper address on its network. Customer shall exercise best efforts in responding to requests by the Company to install additional facilities and capacity with the Customer to accommodate traffic volumes and maintain the highest network quality standards. Customer agrees that the Company may share certain Customer information with other Customers of the Company for the purpose of providing service.

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SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

III. Obligations of the Customer (Continued)

K. Determination of InterMTA and IntraMTA Traffic

- (1) CMRS provider will have the responsibility of providing, on a quarterly basis (or as otherwise agreed to by the Company), a report to the Company providing the percentage of the CMRS provider's traffic terminated to the Company that is IntraMTA or InterMTA. The report will also detail what percentage of the InterMTA traffic is Intrastate and what percentage is Interstate (PIU).
- (2) Reports regarding the percentages of IntraMTA or InterMTA traffic (and Intrastate or Interstate jurisdiction of InterMTA traffic) shall be based on reasonable traffic study conducted by the CMRS provider and available to the Company upon request. Upon reasonable written notice, the Company or its authorized representative shall have the right to conduct a review and verification of the CMRS provider's reported percentages. This includes on-site verification reviews at the CMRS provider's or vendor locations. The review may consist of an examination and verification of data involving records, systems, procedures, and other information related to the traffic originated by the CMRS provider and terminated by the Company. The Customer shall keep records of call detail, including not altering directly or indirectly with a third-party call origination or termination data from which the call jurisdiction can be ascertained. The CMRS provider will provide the Company with reasonable access to such information as it is necessary to determine amounts payable under this tariff.
- (3) If the CMRS provider fails to provide the verifiable reports required under this section, the Company will apply a default percent IntraMTA of 50% and a default PIU of 50% on all such InterMTA traffic, on all traffic originated by CMRS provider for termination by the Company.

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SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

IV. Payment Arrangements and Credit Allowances

The Customer is responsible for the payment of all charges for facilities and Services furnished by the Company to the Customer.

A. Payment of Rates, Charges and Deposits

- (1) The Company will, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or which does not have established credit (except for a Customer which is a successor of a company which has established credit and has no history of late payments to the Company), to make a deposit prior to or at any time after the provision of a service to the Customer. The deposit will be held by the Company as guarantee of the payment of rates and charges. Such deposit may not exceed the actual or estimated rates and charges for the service for a two-month period. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's regulations as to the prompt payment of bills. At such time as the provision of the service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded.

At the option of the Company, such a deposit may be refunded or credited to the Customer's account when the Customer has established credit or after the Customer has established a one-year prompt payment record at any time prior to the termination of the provision of the service to the Customer.

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SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

IV. Payment Arrangements and Credit Allowances (Continued)

A. Payment of Rates, Charges and Deposits (Continued)

- (2) The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this tariff attributable to services established or discontinued during the preceding billing period. In addition, the Company shall bill, in advance, charges for all services to be provided during the ensuing billing period except for charges associated with service usage which will be billed in arrears. The bill day (i.e., the billing date of a bill for a Customer for Access Service under this tariff), the period of service each bill covers and the payment date is as follows:
- (a) The Company will establish a bill day each month for each Customer account. The bill will cover non-usage sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled non-usage sensitive charges for prior periods, and unbilled usage charges for the period after the last bill day through the current bill day. Any known unbilled usage charges for, prior periods and any known unbilled adjustments will be applied to this bill. Payment for such bills is due as set forth in (b) following. If payment is not received by the payment date, as set forth in (b) following, in immediately available funds, a late payment penalty will apply as set forth in (b) following.
- (b) All bills dated, as set forth in (a) preceding, for service provided to the Customer by the Company, are due thirty (30) days (payment date) after the bill day or by the next bill date (i.e., same date in the following month as the bill date,) whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If the Customer does not receive a bill at least twenty (20) days prior to the thirty (30) day payment due date, then the bill shall be considered delayed. When the bill has been delayed, upon request of the Customer, the due date will be extended by the number of days the bill was delayed. Such a request of the Customer must be accompanied with proof of late bill receipt.

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SECTION 2 - GENERAL REGULATIONS, (CONT'D.)IV. Payment Arrangements and Credit Allowances (Continued)A. Payment of Rates, Charges and Deposits (Continued)

(2) (Continued)

(b) (Continued)

If such payment date would cause payment to be due on a Saturday, Sunday or Holiday (i.e., New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and a day when Martin Luther King Day, President's Day, Memorial Day or Columbus Day is legally observed) payment for such bills will be due from the Customer as follows:

If such payment date falls on a Sunday or on a Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Holiday. If such payment date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Holiday.

Further, if any portion of the payment is received by the Company after the payment date as set forth in (a) preceding or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the payment date times a late factor. The late factor is one and one-half percent (1.5%) per month calculated on the unpaid portion of the principal balance at the time that the next invoice is generated.

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SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

IV. Payment Arrangements and Credit Allowances (Continued)

A. Payment of Rates, Charges and Deposits (Continued)

(2) (Continued)

- (c) In the event that a billing dispute concerning any charges billed to the Customer by the Company is resolved in favor of the Company, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty set forth in (b) preceding.
- (3) Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this tariff will be prorated to the number of days or major fraction of days based on a thirty (30)-day month.
- (4) The Company will, upon request, furnish within thirty (30) days of a request at no charge to the Customer such detailed information as may reasonably be required for verification of any bill.
- (5) When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

B. Minimum Periods

The minimum periods for which services are provided and for which rates and charges are applicable is one (1) month, except as otherwise specified.

C. Cancellation of an Order for Service

Provisions for the cancellation of an order for service are set forth in Section 6.II.E.

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SECTION 2 - GENERAL REGULATIONS, (CONT'D.)IV. Payment Arrangements and Credit Allowances (Continued)D. Credit Allowance for Service Interruptions(1) General

A service is interrupted when it becomes unusable to the Customer because of a failure of a facility component used to furnish service under this tariff or in the event that the protective controls applied by the Company result in the complete loss of service by the Customer as set forth in 5.III.A following. An interruption period starts when an inoperative service is reported to the Company, or when the Company becomes aware of the service interruption, and ends when the service is operative.

(2) When a Credit Allowance Applies

In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence of the Customer, shall be as follows:

- (a) For Switched Access Service, no credit shall be allowed for an interruption of less than eight (8) hours. The Customer shall be credited for an interruption of eight hours during a continuous twenty-four (24) hours or more at the rate of 1/30 of any applicable monthly rates
- (b) The credit allowance(s) for an interruption or for a series of interruptions shall not exceed any monthly rate for the service interrupted in any one monthly billing period.

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SECTION 2 - GENERAL REGULATIONS, (CONT'D.)IV. Payment Arrangements and Credit Allowances (Continued)D. Credit Allowance for Service Interruptions(3) When a Credit Allowance Does Not Apply

No credit allowance will be made for:

- (a) Interruptions caused by the negligence 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 common carriers connected to the service of the Company
- (b) Interruptions of a service due to the failure of equipment or systems or services provided by the Customer or others.
- (c) Interruptions of a service during any period in which the Company is not afforded access to the location where the service is terminated.
- (d) Interruptions of a service for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the Customer. Thereafter, a credit allowance as set forth in Section 2.IV.D.2 preceding applies.
- (e) Periods when the Customer continues to use the service on an impaired basis.
- (f) Periods of temporary discontinuance as set forth in 2.II.A.2 preceding.
- (g) Interruption of service caused by a Customer's failure to provide notification to the Company of media-stimulated mass calling events.
- (h) Interruption of service due to the Company following a lawful order of a government agency to discontinue a service to a Customer.

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SECTION 2 - GENERAL REGULATIONS, (CONT'D.)IV. Payment Arrangements and Credit Allowances (Continued)D. Credit Allowance for Service Interruptions(4) Temporary Surrender of a Service

In certain instances, the Customer may be requested by the Company to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the Customer consents, a credit allowance will be granted. The credit allowance will be 1/1440 of the monthly rate for each period of thirty (30) minutes or fraction thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one (1) monthly billing period.

E. Title or Ownership Rights

The payment of rates and charges by Customers for the services offered under the provisions of this tariff does not assign, confer or transfer title or ownership rights to proposals or facilities developed or utilized, respectively, by the Company in the provision of such services.

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### SECTION 3 – DEFINITIONS

Certain terms used generally throughout this tariff for the Access Services of the Company are defined below.

Access Code: A uniform five or seven-digit code assigned by Neustar, Inc. (administrator of the North American Numbering Plan) to an individual Customer. The five-digit code has the form 10XXX, and the seven-digit code has the form 101XXXX.

Access Service: Switched or Special Access provided to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

Access Service Request (ASR): The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum (OBF).

Access Tandem: A switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and Customers' premises.

Advance Payment: Part or all of a payment required before the start of service.

Automatic Number Identification: Allows the automatic transmission of a caller's billing account telephone number to a local exchange carrier, interexchange carrier or a third-party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions to use Access Services.

Bit: The smallest unit of information in the binary system of notation.

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SECTION 3 – DEFINITIONS, (CONT'D)

Carrier or Common Carrier: See Interexchange Carrier or Exchange Carrier.

Central Office: See End Office.

CFR: Code of Federal Regulations

Channel(s): A communications path between two or more points of termination.

CLEC: Competitive Local Exchange Carrier. A common carrier that was issued a Certificate of Public Convenience and Necessity after July 24, 1995 to provide telecommunications service within a specific geographic area.

CMRS: Commercial Mobile Radio Service - provider of mobile telephone service

Collocation: An arrangement whereby the Company's switching system equipment is located in the premise of another carrier.

Common Channel Signaling (CCS): A high speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network, using SS7 protocol

Company: Onvoy, Inc., which is the issuer of this tariff.

Customer: The person, firm, corporation or other entity which uses and/or subscribes to the services offered under this tariff and is responsible for the payment of charges and for compliance with the Company's tariff regulations. The Customer could be an End User, interexchange carrier, a wireless provider, other telecommunications carrier or provider originating or terminating VoIP-PSTN Access Traffic or any other carrier authorized to operate.

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SECTION 3 – DEFINITIONS, (CONT'D)

Dedicated: A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

Demarcation Point: The demarcation point is the physical location that separates the responsibility for installation and repair of telecommunication facilities between the Company, building/property owner/landlord/agent, and the Customer.

Duplex Service: Service which provides for simultaneous transmission in both directions.

End Office: With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "End Office" for purposes of this Tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide (LERG), issued by Telcordia. The End Office switch is the Company's switching system where telephone exchange service Customer Station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

End Office Access Service: means: (1) The switching of access traffic at the carrier's End Office switch and the delivery to or from of such traffic to the called party's premises; (2) The routing of interexchange telecommunications traffic to or from the called party's premises, either directly or via contractual or other arrangements with an affiliated or unaffiliated entity, regardless of the specific functions provided or facilities used; or (3) Any functional equivalent of the incumbent local exchange carrier access service provided by a non-incumbent local exchange carrier. End Office Access Service rate elements for an incumbent local exchange carrier include the local switching rate elements specified in 47 CFR §69.106, the carrier common line rate elements specified in 47 CFR §69.154, and the intrastate rate elements for functionally equivalent access services. End Office Access Service rate elements for an incumbent local exchange carrier also include any rate elements assessed on local switching access minutes, including the information surcharge and residual rate elements. End office Access Service rate elements for a non-incumbent local exchange carrier include any functionally equivalent access service.

End User: The term "End User" denotes any customer of an intrastate telecommunications service that is not a carrier, except that a carrier shall be deemed to be an "end user" to the extent that such carrier uses a telecommunications service for administrative purposes, without making such service available to others, directly or indirectly.

Entrance Facility: The dedicated Switched Access transport facility from the Customer premise to the Company serving wire center.

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SECTION 3 – DEFINITIONS, (CONT'D)

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

F.C.C.: Federal Communications Commission

Facilities: Denotes any cables, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc. used to provide the service offered under this tariff.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Firm Order Confirmation (FOC): Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

ILEC: Incumbent Local Exchange Carrier refers to the incumbent dominant local telephone carrier in the area also served by the Company.

Incidental Service: Denotes service provided to a Customer under this tariff that is not provided through a written agreement with Customer and will be held to have been constructively ordered.

Individual Case Basis (ICB): A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Interconnected Carrier (IC) or Interconnected Telecommunications Carrier: A Carrier or Telecommunications Carrier connected to the Company.

Interexchange Carrier (IXC) or Interexchange Common Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

InterMTA Traffic: InterMTA traffic refers to wireless to wireline traffic that originates and terminates in two different MTAs.

Interstate Communications: Interstate communications includes both Interstate and foreign communications.

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SECTION 3 – DEFINITIONS, (CONT'D)

IntraMTA Traffic: IntraMTA traffic refers to wireless to wireline traffic that originates and terminates within the same MTA.

Intrastate Switched Access Service: Provides for the switched two-way communications path between a Customer's premises or a collocated interconnection location and an End User's premises for originating and terminating calls within the state.

Kbps: Kilobits, or thousands of bits, per second.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services, or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc. Tariff FCC No. 4.

Local Access: The connection between a Customer's premises and a point of presence of the Exchange Carrier.

Local Calling Area or Local Service Area: The Company's local calling area will mirror the local calling area described in the ILEC tariff for that geographic area.

Local Exchange Carrier (LEC): Any company or other entity, which provides telephone service inside, or within the Local Calling Area.

Local Switching Center: The switching center where telephone exchange service Customer Station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

Mbps: Megabits, or millions of Bits, per second.

Meet-Point Billing (MPB): The arrangement through which multiple Exchange Carriers involved in providing Access Services divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective tariff. All information necessary for billing, ordering and design coordination will be provided based on the standards in the Multiple Exchange Carriers Access Billing Guidelines (MECAB) and Multiple Exchange Carriers Ordering and Design Guidelines (MECOD) to ensure that jointly provided Access Services are installed, tested and turned up in a timely manner.

Message: A message is a call.

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SECTION 3 – DEFINITIONS, (CONT'D)

Monthly Recurring Charge (MRC): The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

MTA: MTA refers to Major Trading Area as defined in 47 C.F. R. paragraphs 24-102 of the FCC Rules and Regulations.

Network: Refers to the Company's facilities and equipment used to provide services under this tariff.

NPA-NXX: Numbering Plan Area (also known as "Area Code") and prefix (NXX).

Non-Recurring Charges (NRC): The one-time initial charges for services or facilities, including but not limited to, charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Off-Hook: The active condition of Switched Access or a telephone exchange service line.

On-Hook: The idle condition of switched access or a telephone exchange service line.

Out of Band Signaling: An exchange access signaling feature which allows Customers to exchange call control and signaling information over a communications path which is separate from the message path.

Point of Interconnection (POI): The demarcation point or network interface on the Company's premises between the Company's facilities and the Customer's facilities.

Point of Presence (POP): Location where the Customer maintains a facility for purpose, of interconnecting to the Company's network.

Premises: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Presubscription: An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC (s) are referred to as the End-User's Primary Interexchange Carrier (PIC). The End User may select any IXC that orders FGD Switched Access Service at the Local Switching Center that serves the End User.

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SECTION 3 – DEFINITIONS, (CONT'D)

PSTN: The public switched telephone network (PSTN) is the legacy network of the world's public circuit-switched telephone networks.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

Service Commencement Date: For Special Access Service and Direct Connect Switched Access Service the first day following the date on which the Company notifies the Customer that the requested service or facility is available for use. Unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by the Customer. For Tandem Connect Customers, the Service Commencement Date will be the first date on which the service or facility was used by the Customer.

Service Order: The written request for Network Services executed by the Customer and the Company in a format devised by the Company, or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this tariff. The signing of a Service Order or submission of an ASR by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. In the absence of an ASR, carriers utilizing the exchange access services set forth in this tariff are deemed to have constructively ordered service which shall constitute an agreement by the Customer to purchase the Company's switched access services as described and priced herein.

Service(s): Refers to all telecommunications services and other services related thereto offered on the Company's Network to Customers or Users

Serving Wire Center (SWC): The local Company office from which dial tone for local exchange service would normally be provided to the Customer premises.

Shared Facilities: A facility or equipment system or subsystem which can be used simultaneously by several Customers.

Signaling Point of Interface: The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

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SECTION 3 – DEFINITIONS, (CONT'D)

Signaling System 7 (SS7): The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Signaling Transfer Point (STP) Access: Allows the Customer to access a specialized switch which provides SS7 network access and performs SS7 messaging routing and screening.

Special Access Service: Dedicated access between a Customers' Premises and another Point of Presence for the purpose of originating or terminating communications. Special Access is available to both carriers and end users, as defined in this tariff.

Switched Access Service: Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to carriers, as defined in this tariff.

Tandem Switched Transport (TST): The transport between the SWC and wire centers or between an access tandem/POI and wire centers that subtend the access tandem.

TDM: Time-division multiplexing (TDM) is a method of putting multiple data streams in a single signal by separating the signal into many segments, each having a very short duration.

Telephone Company: A telephone company is any telephone corporation operating within Tennessee. This term includes resellers and wireless telephone service providers. A billing telephone company is a telephone company that also provides billing services to any third party, including its own affiliate, or that bills for non-communications-related products and services on its own behalf. Telephone companies are responsible for their agents' compliance with these rules and liable for their agents' violation of these rules.

Toll Free: A term to describe an inbound communications service which permits a call to be completed at a location without charge to the calling party. Access to the service is gained by dialing a ten (10) digit telephone number with a "toll free" NPA of 800, 888, etc.

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SECTION 3 – DEFINITIONS, (CONT'D)

Transmission Path: An electrical or optical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

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

Trunk Group: A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communication paths are interchangeable.

Two-Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

Usage or Usage-Based Charges: These are the charges for minutes and/or database queries generated by the Customer's calls or messages, which traverse over Company facilities.

Toll VoIP-PSTN Traffic: The term "Toll VoIP-PSTN Traffic" denotes a Customer's interexchange voice traffic exchanged with the Company in Time Division Multiplexing format over PSTN facilities, which originates and/or terminates in Internet Protocol (IP) format. "Toll VoIP-PSTN Traffic" originates and/or terminates in IP format when it originates from and/or terminates to an end user Customer of a service that requires IP-compatible customer premises equipment.

Wire Center: A wire center is a building in which central offices, used for the provision of Telephone Exchange services, are located.

Wireless Service Provider (WSP): Any carrier authorized to operate as a provider of cellular, personal communications, paging or any other form of wireless transmission.

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SECTION 4 - RESERVED FOR FUTURE USE

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## SECTION 5 - SWITCHED ACCESS

### I. General

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-way communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises to a Customer's Premises, and to terminate calls from a Customer's Premises location to an End User's Premises in the LATA where it is provided. Switched Access Service must be ordered separately for each LATA in which the Customer desires to originate or terminate calls.

Notwithstanding the above language, Company may provide only a portion of Switched Access Service. Company is only responsible for the portions of the service it provides. For purposes of clarity, Customer may not withhold payment from Company for the portions of the service Company provides based on any dispute Customer may have with another carrier for the services such carrier may provide.

### II. Provision and Description of Switched Access Service Arrangements

Switched Access Service is provided in the following service type:

#### A. Feature Group D (FGD) Access

FGD Access, which is available to all Customers, is provisioned at the DS1 level and DS3 level and provides trunk-side access to the Company Access Tandem and End Office switches.

FGD provides a trunk-side termination through the use of end office or access tandem switch trunk equipment. Wink-start, start-pulsing and answer-supervisory signaling are sent by the terminating office. Disconnect-supervisory signaling is sent from the originating or terminating office. When FGD uses SS7 out of band signaling, no signaling will be done via the message channel.

FGD switching is provided with SS7 out of band signaling. With SS7 out of band signaling, up to 12 digits of the called party number dialed by the Customer's end user is provided by the Company's equipment to the Customer's designated premises via SS7 links.

The Company will establish a trunk group or groups for the Customer at the end office or access tandem switch where FGD switching is provided. When required by technical limitations, a separate trunk group will be established for each type of FGD switching arrangement provided. Different types of FGD or other switching arrangements may be combined at the option of the Company.

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SECTION 5 - SWITCHED ACCESS, (CONT'D)

II. Provision and Description of Switched Access Service Arrangements (Continued)

A. Feature Group D (FGD) Access (Continued)

The uniform access code for FGD switching is 101XXXX. No access code is required for calls to a Customer over FGD Switched Access Service where the end user's telephone exchange service is arranged for Interexchange Carrier (IXC) Subscription.

When no access code is required, the number dialed by the Customer's end user shall be a 7- or 10- digit number after dialing the prefix 0 or 1 for calls in the North American Numbering Plan (NANP).

For calls outside of the NANP, and if the end office is equipped for International Direct Distance Dialing (IDDD), a 7- to 15- digit number may be dialed after dialing the prefix 011 or 01.

8XX Data Base Query Service, which is available to all Customers, provides trunk-side equivalent access to the Company's Network in the originating direction only, for the Customer's use in originating calls dialed by an End User to toll free telephone numbers beginning with prefixes, 800, 888, 877, 866, 855, 844, and/or subsequent toll-free area codes.

Customer's or its End User's use of any Incidental Service shall constitute Customer's agreement to all of the terms and conditions of this tariff. Services provided on an Incidental basis (Incidental Services) are billed to Customer on a monthly basis in accordance with Customer's recorded usage for each Service and the corresponding rates contained in the Rates section, below.

B. Trunk Configuration

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality. It is the Customer's responsibility to order a sufficient number of trunks of each type in order to meet its desired grade of service objective. At the Customer's request, the Company will assist the Customer in sizing Switched Access Trunk groups.

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SECTION 5 - SWITCHED ACCESS, (CONT'D)

II. Provision and Description of Switched Access Service Arrangements (Continued)

C. Rate Categories

The following categories apply to Switched Access Service. The Company may bill these categories of Switched Access Service on a per element basis or on a composite basis:

1. Carrier Common Line
2. Local Switching
3. 8XX Data Base Query
4. Switched Transport

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SECTION 5 - SWITCHED ACCESS, (CONT'D)

II. Provision and Description of Switched Access Service Arrangements (Continued)

C. Rate Categories (Continued)

Definitions of Switched Access Service Rate Categories

1. Carrier Common Line

Carrier Common Line: The Carrier Common Line rate category provides for the use of Channels, and any associated End Office termination functions, by Customers for access to End Users to furnish Customer intrastate communications. Carrier Common Line is provided where the Customer obtains Company provided Switched Access Service under this Tariff to Company End Office(s) or VoIP Provider End Office equivalents.

Limitations:

- (a) A telephone number is not provided with Carrier Common Line.
- (b) Detail billing is not provided for Carrier Common Line.
- (c) Directory listings are not included in the rate and charges for Carrier Common Line.
- (d) Intercept arrangements are not included in the rates and charges for Carrier Common Line.
- (e) All trunk side connections provided in the same combined access group will be limited to the same features and operating characteristics.

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SECTION 5 - SWITCHED ACCESS, (CONT'D)

II. Provision and Description of Switched Access Service Arrangements (Continued)

C. Rate Categories (Continued)

2. Local Switching

- a. End Office Switching: End Office Switching provides for the use of the Company End Office switching functions, i.e., the common switching functions associated with the various Switched Access Service arrangements. The End Office Switching rate is assessed on a per-MOU basis to all originating and terminating access minutes utilizing the end office.
- b. End Office Shared Port: The End Office Shared Port rate provides for the termination of common transport trunks in shared end office ports and in remote switching system ports. The End Office Shared Port rate is assessed on a per-MOU basis to all trunkside originating and terminating access minutes utilizing tandem routing to the end office. If tandem routing is being utilized to a remote switching system (via a host office), the End Office Shared Port rate is assessed to the access minutes originating or terminating from the remote switching system.

3. 8XX Data Base Query

When an 8XX + NXX + XXXX call is originated by an End User or delivered by a connecting carrier to the Onvoy network unqueried, the Company will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location to which the call is to be routed. A Basic Query Charge covers the identification of the toll carrier to whom the call should be delivered. A Vertical Query includes the Basic Query function plus such functions as call validation (ensuring that calls originate from subscriber service areas); POTS translation of 8XX series numbers; alternate POTS translation where End Users can vary the routing of the 8XX calls based on time of day, place, etc.; and multiple carrier routing.

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SECTION 5 - SWITCHED ACCESS, (CONT'D)

## II. Provision and Description of Switched Access Service Arrangements (Continued)

## C. Rate Categories (Continued)

## 4. Switched Transport

The Switched Transport Rate Category provides for access tandem and transport service between local exchange carriers (LEC) and IXC Customers. The Switched Transport Rate Category is provided for originating (from LEC to IXC) and terminating (IXC to LEC) traffic. The Switched Transport Rate Category provided under this tariff covers the use of the Company's Access Tandem and Transport Facilities. In addition, it covers the switched transport between an End Office and a Company POI. The following rate elements comprise the Switched Transport Rate Category and are applied on a per-minute basis.

- a. Tandem Switching: Tandem Switching is a per-minute of use rate element assessed for utilizing tandem switching functions. The Company will provide originating and terminating tandem switching services for Company End Offices as well as for non-Company end offices which subtend the Company tandem. In addition to the tandem switching functions, the Tandem Switching rate element includes the transport from a Company POI to the Company access tandem.

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SECTION 5 - SWITCHED ACCESS, (CONT'D)

II. Provision and Description of Switched Access Service Arrangements (Continued)

C. Rate Categories (Continued)

4. Switched Transport:(Continued)

- b. Tandem Switched Transport: Tandem Switched Transport is comprised of a Tandem Switched Transport Termination rate and a Tandem Switched Transport Facility rate. Both rate elements apply for the transmission facility between an End Office and the Company POI. This consists of circuits used in common by multiple Customers.

The Tandem Switched Transport Termination rate element covers the circuit equipment at the end of the transmission facilities. For Tandem Switched Transport Termination, the amount billed will be the product of the quantity of Access Minutes multiplied by the Tandem Switched Transport Termination rate. The Tandem Switched Transport Termination charge will be applied for each location where the Company provides termination.

The Tandem Switched Transport Facility rate element provides for the transmission facilities, including intermediate circuit equipment between an End Office and a Company POI or Access Tandem. For purposes of determining the per-mile rate, mileage will be measured as airline mileage using the V&H coordinates method.

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SECTION 5 - SWITCHED ACCESS, (CONT'D)II. Provision and Description of Switched Access Service Arrangements (Continued)C. Rate Categories (Continued)4. Switched Transport (Continued)b. Tandem Switched Transport (Continued)

For Tandem Switched Transport Facility, the amount billed will be the multiplication product of:

- Airline miles between the end office and the POI or tandem
- By the Billing Percentage (BP) provided by the Company transport facility
- By the Quantity of Access Minutes
- By the Tandem Switched Transport Facility rate

The resulting amount is the Company's Tandem Switched Transport Facility charge. The Tandem Switched Transport Facility charge will be applied for all routes where the Company provides the Transport Facility between the POI or tandem and a subtending End Office where the call originates or terminates.

The mileage to be used to determine the Tandem Switched Transport Facility rates are calculated on the airline distance between the End Office switch where the call originates or terminates and the Company POI. The V&H coordinates method is used to determine mileage. This method is set forth in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. Tariff FCC No. 4 for Wire Center Information.

If the Company provides a portion of the transport mileage between the POI or Access Tandem and the End Office, to a Meet Point (MP) with another Exchange Carrier, the mileage to be used in the above charge is calculated on the airline distance between the Company POI and the Meet Point with the other Exchange Carrier. The interconnection Meet Points (MP) will be determined by the Exchange Carriers involved. The billing percentage (BP) factor for the Company for the service between the involved offices will be listed in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. Tariff FCC No. 4. Should any changes be made to the Meet Point billing with the Company arrangements as set forth, the Company will give affected Customers 30 days notice.

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SECTION 5 - SWITCHED ACCESS, (CONT'D)II. Provision and Description of Switched Access Service Arrangements (Continued)C. Rate Categories (Continued)4. Switched Transport (Continued)b. Tandem Switched Transport (Continued)

If the End Office and the Company POI or Access Tandem are in the same wire center building, then no mileage component applies, and no Tandem Switched Transport Facility charge applies. When the End Office is not located in the same wire center building as the Company POI or Access Tandem, mileage measurement is calculated using the V&H coordinates method as described above. The mileage rates are shown in Section 5.VIII.D in terms of per mile per access minute. The amount to be billed shall be the product of the number of miles multiplied by the per mile rate multiplied by the number of access minutes.

A Customer's Point of Presence may be located at the Company's Access Tandem or at the Company POI serving the End Office. When a Customer's Point of Presence is located at the Company's Access Tandem, billing is done as though the connection was made at the Company POI, if applicable, pursuant to Section 2.III.K.(1).

c. Common Transport Multiplexing Charge: Transport multiplexing equipment is utilized in the End Office side of the Access Tandem when transport is provided between the Access Tandem and the subtending End Offices. The rate (if applicable) is assessed for DS3 to DS1 multiplexing on a per-MOU basis and is in addition to Tandem Switched Transport charges.

d. Dedicated Tandem Trunk Port: A dedicated tandem trunk port (DTTP) is provided for each trunk terminated on the serving wire center side of the access tandem.

D. Customer Options to Connect to Company Tandem

A Customer can connect to the Company's Access Tandem by one of two methods: directly to a Company Access Tandem or to a Company's Point of Interconnection (POI).

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SECTION 5 - SWITCHED ACCESS, (CONT'D)

II. Provision and Description of Switched Access Service Arrangements (Continued)

- E. Company POI Locations and Access Tandems: Company POI CLLI Codes and Access Tandems can be found on the Company website: [www.inteliquent.com](http://www.inteliquent.com).
- F. Acceptance Testing: At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, d.c. continuity and operational signaling.
- G. Ordering Options and Conditions: Access Service is ordered under the Access Order provisions set forth in Section 6 and provided in MECOD. Also included in that section are other charges which may be associated with ordering Switched Access Service.
- H. Competitive Pricing Arrangements: Competitive pricing arrangements for Local Transport-Entrance Facilities and Local Transport-Direct Trunked transport can be furnished to meet the communication needs of specific Customers on a case by case basis under individual contract.
- I. Common Channel Signaling Service:
  - 1. SS7 Standard: Common Channel Signaling (CCS) is a protocol suite that allows for out-of-band signaling for voice and data message services. Signaling System Seven (SS7) is currently a widely deployed CCS protocol. The Company's CCS network is a digital data network carrying signaling information, which interfaces with the voice/data network. To ensure network reliability, Signal Transfer Points (STPs) are deployed in geographically dispersed mated pairs. STP access requires interconnection to ports of both STPs of the mated pair. The STP provides translations and routing functions for SS7 signaling messages received from the Company's network signaling points and the SS7 networks of other entities. There are two types of signaling messages, ISDN User Part (ISUP) messages are used for call set-up and tear-down. This type of signaling allows a Customer to send originating and terminating call set-up signaling information between the Customer's designated premises, the Company's STP and other entities. The second type of signaling is Transaction Capabilities Application Part (TCAP) messages. TCAP messages are used to carry information between signaling points for call related databases, such as CNAM, 8XX DB and LNP query service.

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SECTION 5 - SWITCHED ACCESS, (CONT'D)

II. Provision and Description of Switched Access Service Arrangements (Continued)

I. Common Channel Signaling Service (Continued)

2. B-Link Connectivity: The Company requires Customers to establish B-Link Connectivity upon issuance of an initial Access Service Request (ASR) Order. Bridging Links (B-Links) provides a quad set of links that connect peer pairs of STPs. These links carry signaling messages beyond their initial point of entry to a STP of another SS7 network. The Company requires that B-Link Connectivity occurs on a peer basis, with no resulting port or message usage charges between parties. The Customer must have connectivity to the Company's STP. The Company will provide all pertinent STP point code information to the Customer at the time of order. To connect to the Company STP through a port, the Customer must provide a telecommunication facility or link that provides a bi-directional transmission and operates at a DS0 level. This link is utilized exclusively for connecting to the Customer's CCS network and the Company's CCS network for the transmission of network control signaling data.

J. Miscellaneous Services

1. Presubscription is an arrangement whereby an end user may select and designate to the Company an interexchange carrier (IXC) to access, without an access code, for Intrastate interLATA calls, Intrastate intraLATA calls and Interstate interLATA calls subject to the Company's FCC Access Tariff. This IXC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select as its PIC the Company, or any other IXC that orders originating Feature Group D switched access service at the end office that serves the end user. After the end user's initial selection of a predesignated IXC, for any additional changes in selection a non-recurring charge applies as set forth in Section 5, VIII. Rates and Charges.

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SECTION 5 - SWITCHED ACCESS, (CONT'D)III. Obligations of the Company

In addition to the obligations of the Company set forth in other sections of this tariff, the Company has certain other obligations concerning the provisions of Switched Access Service. These obligations are as follows:

A. Network Management

The Company will administer its Network to ensure the provision of acceptable service levels to all telecommunications users of the Company's Network Services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company Network. The Company reserves the right to apply protective controls, (i.e., those actions, such as call gapping, which selectively cancel the completion of traffic), over any traffic carried over its Network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. The Customer will notify the Company of anticipated peaked services as stated below. Based on the information provided, the Company will work cooperatively with the Customer to determine the appropriate level of control. In the event that the protective controls applied by the Company result in the complete loss of service by the Customer, the Customer will be granted a credit allowance for service interruption as set forth in Section 2.IV.D.

When a Customer uses the Company's facilities to offer services for which a substantial call volume or peaked service is expected during a short period of time, the Customer must notify the Company at least 24 hours in advance of each peak period. For events scheduled during weekend or holidays the Company must be notified no later than 5:00 p.m. local time on the prior business day. Notification should include the nature, time, duration and frequency of the event, an estimated call volume, and the NPA NXX and line number(s) to be used. On the basis of the information provided, the Company may invoke network management controls if required to reduce the probability of excessive Network congestion. The Company will work cooperatively with the Customer to determine the appropriate level of such control. Failure to provide prescribed notification may result in Customer caused Network congestion, which could result in discontinuance of service and/or damages.

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SECTION 5 - SWITCHED ACCESS, (CONT'D)

IV. Obligations of the Customer

In addition to obligations specified elsewhere in this tariff, the Customer has certain specific obligations pertaining to the use of Switched Access Service, as follows:

- A. Report Requirements: When a Customer orders Switched Access Service for both Interstate and Intrastate use, the Customer is responsible for providing Jurisdictional Reports as set forth in Section 2.III.K, preceding. Charges will be apportioned in accordance with those reports. The method to be used for determining the Interstate charges is set forth therein.
- B. Supervisory Signaling: The Customer's facilities at the premises of the ordering Customer shall provide the necessary On-Hook, Off-Hook answer and disconnect supervision.
- C. Design of Switched Access Services: It is the Customer's responsibility to assure that sufficient Access Services have been ordered to handle its traffic.

V. Switched Access Rate Categories

There are three types of rates and charges that apply to Switched Access Service. These are Monthly Recurring Charges, Usage Rates and Non-Recurring Charges.

- A. Monthly Recurring Charges: Monthly Recurring Charges are flat rates for facilities that apply each month or fraction thereof that a specific rate element is provided.
- B. Usage Rates: Usage rates are rates that are applied on a per access minute, per access line or per query basis. Usage rates are accumulated over a monthly period.
- C. Non-Recurring Charges: Non-Recurring charges are one-time charges that apply for a specific work activity (i.e., installation of new service or change to an existing service).

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SECTION 5 - SWITCHED ACCESS, (CONT'D)VI. Application of Rates

- A. 8XX Database Query, Vertical Query Charge: The Vertical Query Charge applies for the translation of a specific 8XX number to a ten-digit telephone number on a per query basis.

VII. Billing of Access Minutes

- A. When recording originating calls over FGD with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct Trunk groups and with the receipt of an exit message by the switch for tandem Trunk groups. The measurement of originating FGD usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FGD with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed Trunk groups or on tandem routed Trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FGD call usage ends when the entry switch receives or sends a release message, whichever occurs first.

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SECTION 5 - SWITCHED ACCESS, (CONT'D)VIII. Rates and Charges

## A. Carrier Common Line

<u>Originating</u>	<u>Terminating</u>
\$0.0000000	Note 1

## B. Local Switching

	<u>Originating</u>	<u>Terminating</u>
End Office Switching	\$0.0021280	Note 1
Common Trunk Port	\$0.0008000	Note 1

C. 8XX Data Base Query Service

8XX Database Query Service	
Number Delivery	\$0.0042100
POTS Translation	\$0.0038300
Call Handling and Destination Features	\$0.0043100

Note 1: See the Company's Access Services Tariff FCC No. 1 at the following link  
<https://apps.fcc.gov/etfs/public/lecTariffs.action?idLec=242>.

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SECTION 5 - SWITCHED ACCESS, (CONT'D)VIII. Rates and Charges (Continued)D. Switched Transport Service

	<u>Originating</u>	<u>Terminating</u>
- Tandem Switching, per Minute	\$0.0011770	Note 1
- Interconnection Charge, per Minute	\$0.0000000	Note 1
- Tandem Switched Transport, per minute	\$0.0001760	Note 1
- Tandem Switched Transport Facility, per Minute per Mile	\$0.0000230	Note 1
- Common Transport Multiplexing	\$0.0003870	Note 1
- Dedicated Tandem Trunk Port, Monthly per DS1	\$139.98	Note 1

Note 1: See the Company's Access Services Tariff FCC No. 1 at the following link <https://apps.fcc.gov/etfs/public/lecTariffs.action?idLec=242>.

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SECTION 5 - SWITCHED ACCESS, (CONT'D)

VIII. Rates and Charges (Continued)

E. Toll Voice over Internet Protocol – Public Switched Telephone Network (“VoIP-PSTN”) Traffic

This section governs the identification and treatment of Toll VoIP-PSTN Traffic that is required to be compensated at interstate access rates unless the parties have agreed otherwise in a written agreement. Specifically, this section establishes the method of separating such traffic (referred in this tariff as “Relevant VoIP-PSTN Traffic”) from a Customer’s traditional intrastate access tariff, so that such Relevant VoIP-PSTN traffic can be billed in accordance with the F.C.C. Order.

Company will bill and collect Interstate Switched Access rates on traffic exchanged with Customers when such traffic originates and/or terminates in Internet Protocol format, as set forth in Section 51.913 of the Federal Communications Commission’s rules, 47 C.F.R. §51.913, regardless of whether the Company itself delivers such traffic to the called party’s premises or delivers the call to the called party’s premises via contractual or other arrangements with an affiliated or unaffiliated provider of interconnected Voice over Internet Protocol service or a non-interconnected Voice over Internet Protocol service that does not itself seek to collect Switched Access charges for this traffic.<sup>1</sup>

Intrastate VoIP-PSTN traffic is subject to the Company’s applicable interstate switched access rate per minute, as set forth in the Company’s F.C.C. Tariff No. 1.

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<sup>1</sup> See, *In the Matter of Connect America Fund A National Broadband Plan for Our Future Establishing Just and Reasonable Rates for Local Exchange Carriers High-Cost Universal Service Support Developing an Unified Intercarrier Compensation Regime Federal-State Joint Board on Universal Service Lifeline and Link-Up Universal Service Reform – Mobility Fund*, Report and Order and Further Notice of Proposed Rulemaking, Docket Nos. WC Docket No. 10-90, *et al.*, FCC 11-161, (Rel. November 18, 2011).

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SECTION 5 - SWITCHED ACCESS, (CONT'D)VIII. Rates and Charges (Continued)F. Calculation and Application of Percent VoIP-PSTN Usage

Company will determine the number of Relevant VoIP-PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied by applying a Percent VoIP Usage ("PVU") factor to the intrastate access MOU exchanged between a Company End User and the Customer. The PVU will be derived and applied as follows.

1. The Customer will calculate and furnish to Company a factor (the "PVU-A") representing the percentage of the intrastate access MOU that the Customer exchanges with Company in the State, that is sent to Company and that originated in IP format. This PVU-A shall be based on information such as the number of the Customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
2. Company will similarly calculate a factor (the "PVU-B") representing the percentage of Company's intrastate access MOU in the State that Company terminates on its network in IP format. This PVU-B shall be based on information such as the number of Company's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
3. Company will use the PVU-A and PVU-B factors to calculate a PVU factor that represents the percentage of intrastate access MOU exchanged between a Company End User and the Customer that is originated or terminated in IP format, whether at the Company's end, at the Customer's end, or at both ends. The PVU factor will be calculated as the sum of: (A) the PVU-A factor and (B) the PVU-B factor times (1.0 minus the PVU-A factor).

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SECTION 5 - SWITCHED ACCESS, (CONT'D)

VIII. Rates and Charges (Continued)

F. Calculation and Application of Percent VoIP-PSTN Usage (Continued)

4. Company will apply the PVU factor to the total intrastate access MOU exchanged with the Customer to determine the number of Relevant VoIP-PSTN Traffic MOUs.

Example 1: The PVU-B is 10% and the PVU-A is 40%. The PVU factor is equal to  $40\% + (10\% \times 60\%) = 46\%$ . Company will bill 46% of the Customer's intrastate access MOU at its applicable tariffed interstate switched access rates.

Example 2: The PVU-B is 10% and the PVU-A is 0%. The PVU factor is  $0\% + (100\% \times 10\%) = 10\%$ . Company will bill 10% of the Customer's intrastate access MOU at Company's applicable tariffed interstate switched access rates.

Example 3: The PVU-A is 100%. No matter what the PVU-B factor is, the PVU is 100%. Company will bill 100% of the Customer's intrastate access MOU at Company's applicable tariffed interstate switched access rates.

5. If the Customer does not furnish Company with a PVU factor, the Company will utilize a PVU-A factor of zero.

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SECTION 5 - SWITCHED ACCESS, (CONT'D)VIII. Rates and Charges (Continued)F. Calculation and Application of Percent VoIP-PSTN Usage (Continued)

## 6. PVU Factor Updates

The Customer may update the PVU-A factor quarterly. The Customer shall submit such update no later than the 15<sup>th</sup> day of January, April, July, and October for each year. Revised PVU factors must be based on the data for the prior three months ending the last day of December, March, June, and September respectively. The Company will use the revised PVU-A factor to calculate a revised PVU. The revised PVU will be used for future billing and will be effective on the bill date of each month and will be used for subsequent monthly billing and superseded by a new PVU factor.

## 7. PVU Factor Verification

Not more than twice in any year, Company may ask the Customer to verify the PVU-A factor furnished to the Company and a Customer may ask Company to verify the PVU-B factor and the calculation of the PVU factor. The party so requested shall comply and shall reasonably provide the records and other information used to determine the respective PVU-A and PVU-B factors.

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## SECTION 6 - ORDERING OPTIONS

### I. General

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Switched Access Service, as defined in this tariff. These charges are in addition to other applicable charges set forth in other sections of this tariff.

#### A. Ordering Conditions

The Company may require an ASR for services offered under this tariff. However, in the absence of an ASR, carriers utilizing the exchange access services set forth in this tariff are deemed to have constructively ordered service which shall constitute an agreement by the Customer to purchase the Company's switched access services as described and priced herein.

The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same Premises on a single ASR. All details for services for a particular order must be identical.

The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:

- Customer name and Premise(s) address(es);
- Billing name and address (when different from Customer name and address)
- Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

The order date (Application Date) is the date on which the Company receives a firm commitment and sufficient information from the Customer to allow processing of the ASR. The Customer is advised of the critical events in the provisioning process, the Application Date, the Plant Test Date and the Service Commencement Date at the time the Company gives the Customer a Firm Order Confirmation (FOC). The FOC is forwarded to the Customer within two business days after the date on which all information needed to process the ASR has been received by the Company.

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SECTION 6 - ORDERING OPTIONS, (CONT'D)

I. General (Continued)

B. Provision of Other Services

Unless otherwise specified herein, services offered under this tariff shall be ordered with an ASR. However, in the absence of an ASR, carriers utilizing the exchange access services set forth in this tariff are deemed to have constructively ordered service which shall constitute an agreement by the Customer to purchase the Company's switched access services as described and priced herein.

With the agreement of the Company, other services may subsequently be added to the ASR at any time, up to and including the service date for the Access Service. When added subsequently, charges for a Design Change as set forth in Section 6.II.H.3 following will apply when an engineering review is required.

Additional Engineering is not an ordering option but will be applied to an ASR when the Company determines that Additional Engineering is necessary to accommodate a Customer request. Additional Engineering will be provided by the Company at the request of the Customer only when a Customer requests additional technical information after the Company has already provided the technical information included on the Design Layout Report as set forth herein. The Customer will be notified when Additional Engineering is required and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the Customer agrees to the Additional Engineering, a firm order will be established. If the Customer does not want the service or facilities after being notified by the Company that Additional Engineering is required, the Customer may cancel the order and no charges will apply. Once a firm order has been established, the total charge to the Customer for the Additional Engineering may not exceed the original estimated amount by more than 10 percent.

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SECTION 6 - ORDERING OPTIONS, (CONT'D)

II. Access Order

- A. Access Order: Unless service is constructively ordered as described in Section 1, an ASR is required by the Company to provide a Customer with Switched Access Service as described herein. An ASR will be required for each new similar service arrangement or group of common circuits. The applicable charges are set forth under Section 6.II.G following.

When a Customer requests new or additional Switched Access Service, one or more ASR's may be required. The number of orders required is dependent on the type of services and/or facilities being requested.

When placing an order for either Direct Connect Service or Tandem Connect Service, the Customer shall provide all standard ASR ordering information as specified in industry guidelines. The Customer will also be required to provide this information to order additional service for an existing service type. For new Customers ordering Tandem Connect Service, the Customer will only be required to complete an ASR for installation of new service.

Access Orders shall be placed to the Company's CLLI codes, these codes will be provided to the Customer upon request and/or Order. The Company reserves the right to change CLLI codes serving Customers and participating carriers based upon network needs.

- B. Ordering, Rating and Billing of Access Services Where More Than One Exchange Carrier is Involved

Meet point billing applies when more than one Exchange Carrier is involved in the provision of Access Service. The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD). This method allows each provider to bill for the services it provides within the Multiple Bill option when there are more than two companies providing access service. Each provider's Tariff or contract rates apply.

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SECTION 6 - ORDERING OPTIONS, (CONT'D)

II. Access Order (Continued)

C. Access Service Date Intervals: Access Service is provided with one of the following Service Date intervals:

- \* Standard Interval
- \* Negotiated Interval

The Company will specify a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

1. Standard Interval: The Standard Interval for Switched and Special Access Service will be ten business days from the Application Date. This interval only applies to standard service offerings for a Customer which is On-Net and at locations where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.
2. Negotiated Interval: The Company will negotiate a Service Date interval with the Customer when:
  - a. The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
  - b. There is no existing facility connecting the Customer Premises with the Company; or
  - c. The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or
  - d. The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date.

All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

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SECTION 6 - ORDERING OPTIONS, (CONT'D)

II. Access Order (Continued)

- D. Access Service Request Modifications: The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours. Charges for access service order modification will apply as set forth below, on a per occurrence basis.

Any increase in the number of Switched Access Services lines, Trunks, Direct Connect transport facilities, Out of Band Signaling connections or any change in engineering or functionality of a service will be treated as a new ASR with a new Service Date interval.

1. Service Commencement Date Changes: ASR service dates for the installation of new services or rearrangement of existing services may be changed, but the new service date may not exceed the original Service Commencement Date by more than 30 calendar days. When, for any reason, the Customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. In addition, when the Customer submits a request for a Service Date Change that is less than five business days from the date of notification by the Customer, a Service Date Change Charge and an Expedite Charge will apply. No Expedite Charges will apply if the Customer requests a Service Date Change that is more than five business days from the date of request by the Customer but earlier than the original requested Service Commencement Date.

If the Customer requested service date is more than 30 calendar days after the original service date, the order will be canceled by the Company on the 31<sup>st</sup> day. Appropriate cancellation charges will be applied. If the Customer still requires the service, the Customer must place a new ASR with the Company.

The Service Date Change Charge will apply on a per order, per occurrence basis for each service date changed. The applicable charges are set forth under Section 6.II.H following.

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SECTION 6 - ORDERING OPTIONS, (CONT'D)

II. Access Order (Continued)

D. Access Service Request Modifications: (Continued)

2. Design Change Charge: The Customer may request a Design Change to the service ordered. A Design Change is any change to an ASR which requires Engineering Review. An Engineering Review is a review by Company personnel of the service ordered and the requested changes to determine what change(s) in the design, if any, are necessary to meet the Customer's request. Design Changes include such changes as the addition or deletion of optional features or functions, a change in the type of Transport Termination (Switched Access only) or type of Channel interface. Any other changes are not considered Design Changes for purpose of this subsection and will require issuance of a new ASR and the cancellation of the original ASR with appropriate cancellation charges applied.

The Design Change Charge will apply on a per order, per occurrence basis, for each order requiring a Design Change. The applicable charges, as set forth under Section 6.II.H. following, are in addition to any Service Date Change Charges that may apply.

3. Expedited Order Charge: When placing an Access Order for service(s) for which a Standard Interval exists, a Customer may request a Service Commencement Date that is earlier than the Standard Interval Service date, in which case an Expedite Charge will apply. The Expedite Charge will not apply if the new Service Commencement Date is more than five days from the date of the request to the Company of the expedited order request. The request for an earlier service date may be received from the Customer prior to its issuance of an ASR, or after the ASR has been issued but prior to the service date. The Company has the exclusive right to accept or deny the Expedite Order request. However, if upon reviewing availability of equipment and scheduled work load, the Company agrees to provide service on an expedited basis and the Customer accepts the Company's proposal, an Expedite Charge will apply.

If the Company is subsequently unable to meet an agreed upon expedited service date, then the Expedite Charge will not apply.

In the event the Company provides service on an expedited basis on the Customer's request, and the Customer delays service or is not ready for delivery of service at the time of installation, a Service Date Change Charge will apply in addition to the Expedite Charge.

In the event that the Customer cancels an expedite request, the Expedite Charge will be added to any applicable Cancellation Charge specified herein.

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SECTION 6 - ORDERING OPTIONS, (CONT'D)

II. Access Order (Continued)

D. Access Service Request Modifications: (Continued)

3. Expedited Order Charge (Continued)

In the event that the Customer requests a Service Date Change after the Company has received the original expedite request, the Expedite Charge will still apply.

An Expedite Charge will not be applied to orders expedited for Company reasons.

If costs other than additional administrative expenses are to be incurred when the Access Order is expedited, the regulations and charges for Special Construction as set forth in this tariff will apply.

The Expedited Order Charge will apply on a per order, per occurrence basis, as specified in Section 6.II.F following.

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SECTION 6 - ORDERING OPTIONS, (CONT'D)

II. Access Order (Continued)

E. Cancellation of an Access Service Request

A Customer may cancel an ASR for the installation of Switched Access Service at any time prior to notification by the Company that service is available for the Customer's use. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within ten days. A Customer may negotiate an extension of a service date of an ASR for installation of new services or rearrangement of existing service, in which case a Service Date Change Charge will apply. However, the new service date cannot exceed the originally established service date by more than 30 calendar days. On the 31<sup>st</sup> day beyond the original service date, the ASR will be canceled and the appropriate Cancellation Charge will be applied.

Except as stated herein, Cancellation Charges will apply as specified in Section 6.II.H following.

If the cancellation occurs prior to the Company's receiving the ASR, no charges shall apply.

A Customer may cancel an ASR for the installation of Special Access Service without incurring a charge at any time prior to the acceptance of a Negotiated Interval Service Date by the Customer. Cancellation Charges will apply for Special Access Service if the Customer cancels more than 48 hours after the Application Date. Cancellation Charges for Expedited Orders will be applied for any order canceled from the Application Date forward.

If the Company misses a service date for standard or Negotiated Interval Access Order by more than 30 days due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotions, the Company shall not be liable for such delay and the Customer may cancel the ASR without incurring cancellation charges.

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SECTION 6 - ORDERING OPTIONS, (CONT'D)

II. Access Order (Continued)

F. Minimum Period of Service: The minimum period for which Access Service is provided and for which charges are applicable is one month.

1. The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service and a new minimum period will be established:
  - a. A change in the identity of the Customer of record;
  - b. A move by the Customer to a different building;
  - c. A change in type of service;
  - d. A change in Switched Access Service Interface (i.e., DS1 or DS3);
  - e. A change in Switched Access Service Traffic Type;
2. When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is the applicable minimum monthly charge for the capacity made available to the Customer.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

G. Miscellaneous Service Order Charge: The Miscellaneous Service Order Charge is an administrative charge designed to compensate for the expenses associated with service order issuance. The charge always applies to the following services since a pending service order would not exist:

- Overtime Repair
- Stand-by Repair
- Testing and Maintenance with other Telephone Companies other than when in conjunction with Acceptance Testing, Other Labor and Maintenance of Service

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SECTION 6 - ORDERING OPTIONS, (CONT'D)

II. Access Order (Continued)

G. Miscellaneous Service Order Charge: (Continued)

The charge does not apply to the following services since there would exist a pending service order.

- Additional Engineering
- Overtime Installation
- Stand-by Acceptance Testing
- Testing and Maintenance with exchange telephone companies when in conjunction with Acceptance Testing

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SECTION 6 - ORDERING OPTIONS, (CONT'D)II. Access Order (Continued)H. Charges

	Nonrecurring Charge
1. Access Order Charge	\$89.00
2. Service Date Change Charge	\$100.00
3. Design Change Charge	\$100.00
4. Expedited Order Charge	\$114.00
5. Cancellation Charge	\$50.00
6. Miscellaneous Service Order Charge, per occurrence	\$50.00
7. Line or Trunk Installation, per DS1	\$250.00

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**ONVOY, LLC**

Exhibit M

Bond

# TENNESSEE REGULATORY AUTHORITY

## TENNESSEE TELECOMMUNICATIONS SERVICE PROVIDER'S SURETY BOND

Bond #: 0213340

**WHEREAS**, Michael Donahue (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**, Berkley 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 16th day of January 2018, 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

Michael Donahue

Name of Company authorized by the TRA

### SURETY

Berkley Insurance Company

Name of Surety

475 Steamboat Rd. Greenwich, CT 06830

Company ID # as assigned by TRA

Address of Surety

SIGNATURE OF PRINCIPAL

Name: Michael A. Donahue  
Title: CFO



SIGNATURE OF SURETY AGENT

Name: Joshua Sanford  
Title: Attorney-in-Fact

Address of Surety Agent:

10 State House Square, Floor 11  
Hartford, CT 06103

**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 Minnesota  
COUNTY OF Hennepin

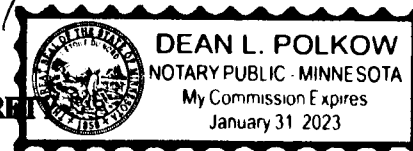
Before me, a Notary Public of the State and County aforesaid, personally appeared Michael Donahue with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on behalf of Michael Donahue, and he acknowledged to me that he executed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

WITNESS my hand and seal this 18<sup>th</sup> day of January, 2018

My Commission Expires:

December 31, 2023

[Signature]  
Notary Public



ACKNOWLEDGMENT OF SURETY

STATE OF Connecticut  
COUNTY OF Hartford

Before me, a Notary Public of the State and County aforesaid, personally appeared Joshua Sanford with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on behalf of Berkley 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 16th day of January, 2018.

My Commission Expires:

December 31, 2018

[Signature]  
Notary Public  
Aiza Lopez

**AIZA LOPEZ**  
**NOTARY PUBLIC-153320**  
MY COMMISSION EXPIRES DEC. 31, 2018

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 \_\_\_\_\_.

\_\_\_\_\_  
Name:  
Title:



POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

No. BI-SurePath-a

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Joshua Sanford

Willis of Colorado, Inc.  
Denver, CO

Surety Bond No.: 0213340

Principal: Michael Donahue

Obligee: Tennessee Regulatory Authority

Amount of Bond: See Bond Form


its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 8th day of June, 2017.

(Seal)  Attest:  
By Ira S. Lederman  
Executive Vice President & Secretary

Berkley Insurance Company  
By Jeffrey M. Hafler  
Senior Vice President

STATE OF CONNECTICUT )

COUNTY OF FAIRFIELD ) ss:

Sworn to before me, a Notary Public in the State of Connecticut, this 8th day of June, 2017, by Ira S. Lederman and Jeffrey M. Hafler who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company

MARIA C. RUNDBAKEN  
NOTARY PUBLIC  
MY COMMISSION EXPIRES  
APRIL 30, 2019

Maria C. Rundbaken  
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 16th day of January, 2018

(Seal) 

Vincent P. Forte  
Vincent P. Forte

## Inquiry and Notification Rider

Berkley Surety Group, LLC is the affiliated underwriting manager for all of the surety business of the following affiliated companies: Acadia Insurance Company, Berkley Regional Insurance Company, Carolina Casualty Insurance Company, Union Standard Insurance Company, Union Insurance Company and Continental Western Group Insurance Company.

**To verify the authenticity of this bond please call:  
(973) 775-5021 or Telefax (973) 775-5024**

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Any written notices, inquiries, claims or demands to the surety on the bond to which this Rider is attached should be directed to:

**Berkley Surety Group, LLC  
412 Mt. Kemble Ave.  
Suite 310N  
Morristown, NJ 07960  
Attention: Surety Claims Department**

Or

Telefax: (866) 408-2421

Please include with all notices the bond number and the name of the principal on the bond. Where a claim is being asserted please set forth generally the basis of the claim. In the case of a payment or performance bond please identify the project to which the bond pertains.



**BERKLEY SURETY GROUP**

**BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION**


IN THE MATTER OF ONVOY, LLC )  
FOR A CERTIFICATE TO PROVIDE COMPETING )  
LOCAL EXCHANGE AND LONG DISTANCE )  
TELECOMMUNICATIONS SERVICES ON A ) Docket No. \_\_\_\_\_  
FACILITIES AND RESOLD BASIS THROUGHOUT )  
THE STATE OF TENNESSEE )

**NOTICE OF FILING**

TO: ALL INCUMBENT LOCAL EXCHANGE CARRIERS (ILECS)

PLEASE TAKE NOTICE, that in accordance with the Tennessee Public Utility Commission Rules for the Provision of Competitive Intrastate Telecommunications Services, you are hereby given notice that on March 8, 2018, Onvoy, LLC filed an Application for a Certificate of Public Convenience and Necessity to provide Competing Local Telecommunications Services.

This 8<sup>th</sup> day of March, 2018.

  
\_\_\_\_\_  
Carey Roesel, Consultant to  
Onvoy, LLC

### **CERTIFICATE OF SERVICE**

I hereby certify that I have this day served a notice of the filing upon the enclosed listing of incumbent LECs operating in the state of Tennessee, by mailing such copy by first class mail, postage prepaid or equivalent service.

  
\_\_\_\_\_  
Shipping Department  
Inteserra Consulting Group

This 8<sup>th</sup> day of March, 2018.

**BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION**


IN THE MATTER OF ONVOY, LLC )  
FOR A CERTIFICATE TO PROVIDE COMPETING )  
LOCAL EXCHANGE AND LONG DISTANCE )  
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\_\_\_\_\_  
Carey Roesel, Consultant to  
Onvoy, LLC

## CERTIFICATE OF SERVICE

1. Ardmore Telephone Company, Inc.  
P.O. Box 549  
517 Ardmore Avenue  
Ardmore, TN 38449
2. BellSouth Telecommunications, Inc.  
333 Commerce Street  
Nashville, TN 37201-3300
3. CenturyTel of Adamsville  
P.O. Box 405  
116 Oak Street  
Adamsville, TN 38310
4. CenturyTel of Claiborne  
P.O. Box 100  
507 Main Street  
New Tazewell, TN 37825
5. CenturyTel of Ooltewah-Collegedale, Inc.  
P.O. Box 782  
5616 Main Street  
Ooltewah, TN 37363
6. Citizens Telecommunications Company  
of Tennessee  
P.O. Box 770  
300 Bland Street  
Bluefield, WV 24701
7. Citizens Telecommunications 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
9. Millington Telephone Company, Inc.  
4880 Navy Road  
Millington, TN 38083
10. Sprint-United  
112 Sixth Street  
Bristol, TN 37620
11. TDS Telecom-Concord Telephone  
Exchange, Inc.  
P.O. Box 22610  
701 Concord Road  
Knoxville, TN 37933-0610
12. TDS-Telecom-Humphreys County  
Telephone Company  
P.O. Box 552  
203 Long Street  
New Johnsonville, TN 37134-0552
13. TDS Telecom-Tellico Telephone  
Company  
P.O. Box 9  
102 Spence Street  
Tellico Plains, TN 37385-0009
14. TDS Telecom-Tennessee Telephone  
Company  
P.O. Box 18139  
Knoxville, TN 37928-2139
15. TEC-Crockett Telephone Company, Inc.  
P.O. Box 7  
Friendship, TN 38034
16. TEC-People's Telephone Company, Inc.  
P.O. Box 310  
Erin, TN 37061
17. TEC-West Tennessee Telephone  
Company, Inc.  
P.O. Box 10  
244 E Main Street  
Bradford, TN 38316
18. United Telephone Company  
P.O. Box 38  
120 Taylor Street  
Chapel Hill, TN 37034