



190 EAST CAPITOL STREET, SUITE 800 (39201)
P.O. Box 427
JACKSON, MISSISSIPPI 39205-0427
601-949-4900
FAX 601-949-4804
www.joneswalker.com

18-00084

J. Andrew Gipson
Direct Dial: 601-949-4789
Direct Fax: 601-709-8658
agipson@joneswalker.com

August 1, 2018

Via FedEx

Ms. Sharla Dillon
Docket Manager
Office of the Chair
Tennessee Public Utility Commission
502 Deaderick Street 4th Floor
Nashville, TN 37243

Re: Communications Venture Corporation d/b/a INdigital

Dear Ms. Dillon:

Attached for filing is the original and thirteen copies of the Application of Communications Venture Corporation d/b/a INdigital for a Certificate to Provide Competing Local Telecommunications Services. Also enclosed is a check in the amount of \$25.00 payable to the Tennessee Public Utility Commission for filing fees.

Enclosed is an extra copy of the Application which I ask that you stamp "Filed" and return to me in the enclosed, self-addressed, postage prepaid envelope.

Please do not hesitate to call me if you have any questions relating to this matter. Thank you for your courtesy and assistance.

Sincerely,

J. Andrew Gipson

JAG/ssb
Enclosures

cc: Deb Prather

JONES WALKER LLP

ALABAMA (JX3318701)

DISTRICT OF COLUMBIA

FLORIDA

GEORGIA

LOUISIANA

MISSISSIPPI

NEW YORK

TEXAS

**BEFORE THE
TENNESSEE PUBLIC UTILITY COMMISSION**

**IN THE MATTER OF THE APPLICATION
OF COMMUNICATIONS VENTURE CORPORATION
D/B/A INDIGITAL FOR A CERTIFICATE TO PROVIDE
TELECOMMUNICATIONS SERVICES**

**APPLICATION FOR CERTIFICATE TO PROVIDE COMPETING LOCAL
TELECOMMUNICATIONS SERVICES**

Pursuant to applicable Tennessee Statutes and the Rules and Regulations of the Tennessee Regulatory Authority and Section 253 of the Federal Telecommunications Act of 1996 ("Act"), COMMUNICATIONS VENTURE CORPORATION d/b/a INDIGITAL ("INDigital") respectfully requests that the Tennessee Regulatory Authority ("TRA") grant to INDigital authority to provide competing local telecommunications services, including exchange access telecommunications services, within the State of Tennessee. INDigital 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, INDigital submits the following:

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

Communications Venture Corporation d/b/a INDigital
1616 Directors Row
Fort Wayne, Indiana 46808
Telephone: (260) 469-2010
Facsimile: (260) 469-4329

Questions regarding this application should be directed to:

Deborah Prather
Director Regulatory Affairs
INDigital
Telephone: (260) 469-2143
Facsimile: (260) 469-4329

Contact name and address at the Company is:

Jon Whirlledge
Chief Financial Officer
1616 Directors Row
Fort Wayne, IN 46808
Telephone: (260) 469-2010
Facsimile: (260) 469-4329

2. Organizational chart of corporate structure.

See Exhibit A.

3. Corporate information:

INdigital was incorporated in the state of Indiana on June 16, 1995. A copy of INdigital's Articles of Incorporation and amendments are provided in Exhibit B. A copy of INdigital's Authority to transact business in the State of Tennessee is provided in Exhibit C. The names and addresses of the principal corporate officers are in Exhibit D. There are no officers in Tennessee. The biographies of the principal officers and any other key technical staff are in Exhibit E.

4. INdigital possesses the managerial, technical, and financial ability to provide local telecommunications service in the State of Tennessee as demonstrated below:

A. Financial Qualifications:

INdigital will not be constructing new facilities but instead will be providing services from existing data centers and colocation arrangements and will be leasing facilities from underlying carriers. In support of its financial qualifications, INdigital submits its most recent audited financial statement which includes balance sheets, income statements, and statement of cash flows as Exhibit F. INdigital is also including a projected financial statement for the next 3 years. Capital expenditures will be based on customer demand. INdigital will provide its own funding for Tennessee network, and equipment based customer demand. INdigital asserts that it has the financial resources necessary to operate as a competitive local service provider in Tennessee.

Currently, INdigital's facilities in Tennessee will not be in excess of \$5,000,000. Corporate Surety Bond is provided as Exhibit G.

B. Managerial Ability:

As shown in Exhibit E to this Application, INdigital has the managerial expertise to successfully operate a telecommunications company in Tennessee. As described in the attached biographical information, INdigital's management team has extensive management and business experience in telecommunications and in the 9-1-1 industry.

C. Technical Qualifications:

INdigital will satisfy the minimum standards established by the TRA. The company will file and maintain tariffs in the manner prescribed by the TRA and will meet minimum basic local standards, including quality of service and billing standards required of all LEC'S regulated by the TRA. Applicant will not require customers to purchase CPE, which cannot be used with the Incumbent Local Exchange Carrier's systems. As noted in the biographies in Exhibit E, key management personnel have collectively over 106 years of technical experience in engineering and provisioning telecommunications services. INdigital has been providing telecommunications services in the state of Indiana since 1995. The Company currently specializes in providing transitional Enhanced 9-1-1 (E9-1-1) and Next Generation 9-1-1 (NG9-1-1) services and has been deploying these services in multiple states since 2005.

5. Proposed Service Area:

INdigital has been selected to and is in the process of providing the statewide NG9-1-1 network and ESInet to the State of Alabama. INdigital understands that the Tennessee Emergency Communications Board (TECB) is also currently in the process of deploying a statewide NG9-1-1 network and ESInet as well. INdigital will not be interfering with the Tennessee deployment, but will be seeking to interconnect the Alabama NG9-1-1 network with the Tennessee NG9-1-1 network to enable Alabama PSAPs that border Tennessee PSAPs to transfer 9-1-1 callers between PSAPs, with location information and other data pertaining to the call. This is particularly needed with wireless 9-1-1 callers when the caller is traveling in a vehicle across state lines into other emergency responder's jurisdictions in neighboring states.

INdigital will work with the appropriate TECB Staff after the Company receives its Certificate to Provide Telecommunications Services from the Tennessee Regulatory Authority. Most ILECs and CMRS providers require that a 9-1-1 Service Provider (9-1-1 SSP) such as INdigital be certified as a carrier and to enter into an interconnection agreement or commercial agreement before they will allow 9-1-1 calls that originate from their subscribers to be delivered over the 9-1-1 SSP's network to a PSAP. This is why INdigital seeks to be certified as CLEC in the State of Tennessee.

INdigital is already authorized to provide telecommunications services in Alabama, Florida, Georgia, Illinois, Indiana, Kentucky, Michigan, Missouri, Mississippi, New Hampshire, Ohio, and Texas and is currently providing 9-1-1 services in most of these states. INdigital has pending applications in California and Louisiana at this time.

6. Types of Local Exchange Service to be provided:

Applicant intends to provide E9-1-1 services and NG9-1-1 services to authorized 9-1-1 authorities, governmental entities, and quasi-governmental entities. Applicant will potentially receive 9-1-1 calls that are TDM based into the 9-1-1 network and will convert them to IP for call delivery to the Public Safety Answering Point (PSAP). Because of this, the Applicant feels it is necessary to request a certificate of convenience and necessity to become a Competing Local Telecommunications Service Provider and for Interexchange service. As stated above, INdigital intends to establish connections to existing 9-1-1 service providers to establish transfer capability between 9-1-1 jurisdictions that share borders with the State of Alabama. INdigital may in the future offer E9-1-1 or NG9-1-1 service in other areas of Tennessee based on customer demand. INdigital does not intend to offer local residential or business dial tone service at this time.

7. Repair and Maintenance:

INdigital provides customers with a toll-free number (877) 469-2010 which is available 24x7x365 to call for service and/or repair. In addition, customers may contact the company in writing at the headquarters address, as well as via email at info@indigital.net. Customers may also contact the company through it's website: www.indigital.net.

INdigital's trouble reporting system functions as a full-service help desk at our Quality Resolution Center (QRC). The Quality Resolution Center allows Customers to open, update, or close a trouble ticket using email, INdigital's website or toll-free number to speak with a QRC technician. The QRC and ticketing system is continuously available, and staff will monitor and respond to trouble tickets 24x7x365. QRC technicians diagnose problems and work them to a resolution. Customers will have secured logins via web browser.

8. Small and Minority-Owned Telecommunications Business Participation Plan: (65-5-112):

Please see **Exhibit H**.

9. Toll Dialing Parity Plan:

INdigital does not intend to provide dial tone services or toll services at this time. INdigital will submit a Toll Dialing Parity Plan if the Company decides to offer these services at a future time.

10. 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. See **Exhibit I** for the list.

11. Numbering Issues:

INdigital does not intend to offer local dial tone services in Tennessee at this time and therefore does not have an expected demand for NXXs within the State of Tennessee.

12. Tennessee Specific Operational Issues:

INdigital does not intend to provide local dial tone or long-distance services in Tennessee but will comply with all TCA rules and requirements should the Company determine it will provide local dial tone services or long-distance services in the future. INdigital does not intend to telemarket its services in Tennessee.

Please contact the following employee for resolving any customer complaints or issues:

Deborah Prather
Director Regulatory Affairs
INdigital
1616 Directors Row
Fort Wayne, IN 46808
Email: dprather@indigital.net
Tel: 260-469-2010

13. Miscellaneous:

A. Sworn Pre-filed testimony: **Exhibit J**.

B. Applicant does not require customer deposits.

C. Currently, INdigital has not been subject to complaints in any of the state in which we are doing business.

D. A copy of our draft tariff is enclosed as **Exhibit K**.

CONCLUSION:

INdigital respectfully requests that the TRA enter an order granting it a certificate of convenience and necessity to operate as a competing telecommunications service provider and authority to provide a full range of local exchange on a facilities-based and resale basis throughout the State of Tennessee in the service areas of Bell South, Frontier and Sprint and any other ILEC that does not enjoy a rural exemption under Section 251 (f) of the Telecommunications Act of 1996. For the reasons stated above, INdigital's provision of these services would promote the public interest by providing high-quality service at competitive prices and by creating greater economic incentives for the development and improvement for all competing providers.

Respectfully submitted this 1st day of August, 2018.

COMMUNICATIONS VENTURE CORPORATION
D/B/A INDIGITAL

By: J. Andrew Gipson
J. Andrew Gipson

Counsel for INdigital

J. Andrew Gipson, MS Bar #100792
Jones Walker LLP
190 East Capitol Street, Suite 800
Jackson, Mississippi 39201
Telephone: 601 949-4789
Facsimile: 601-709-8658
Email: agipson@joneswalker.com

VERIFICATION

STATE OF ILLINOIS

COUNTY OF CUMBERLAND

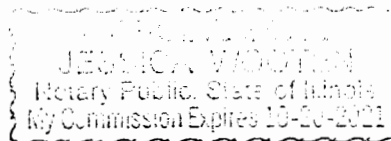
PERSONALLY came and appeared before me, the undersigned party in and for the jurisdiction aforesaid, the within named Deborah Prather who after being duly sworn by me stated under oath as follows: that I am Deborah Prather of Communications Venture Corporation d/b/a INdigital ("INdigital"); and that the matters and things set forth in the foregoing Application are true and correct to the best of my knowledge, information and belief.

Deborah Prather

SWORN TO AND SUBSCRIBED before me on this the 1st day of August, 2018.

NOTARY PUBLIC
My Commission Expires:
10-20-2021

Jessica Wooten



CERTIFICATE OF SERVICE

I, J. Andrew Gipson, hereby certify that I have this day caused to be filed with the Tennessee Public Utility Commission via FedEx the original and thirteen (13) copies of the foregoing Application to the following:

Office of the Chair
Tennessee Public Utility Commission
Attn: Sharla Dillon, Docket Manager
501 Deaderick Street, 4th Floor
Nashville, TN 37243

I further certify that in accordance with the Tennessee Public Utility Commission's Public Utilities Rules of Practice and Procedure, I have caused to be sent via United States Mail, postage prepaid, a copy of the Notice substantially in the form of that attached hereto as Exhibit "I" to each of the eighteen (18) incumbent local exchange telephone companies in Tennessee with a statement regarding the company's intention of operating geographically.

This, the 1st day of August, 2018.

COMMUNICATIONS VENTURE CORPORATION
D/B/A INDIGITAL

By: 
J. Andrew Gipson, MS Bar #100792
Jones Walker LLP
190 East Capitol Street, Suite 800
Jackson, Mississippi 39201
Telephone: 601 949-4789
Facsimile: 601-709-8658
Email: agipson@joneswalker.com

EXHIBIT A
ORGANIZATION CHART

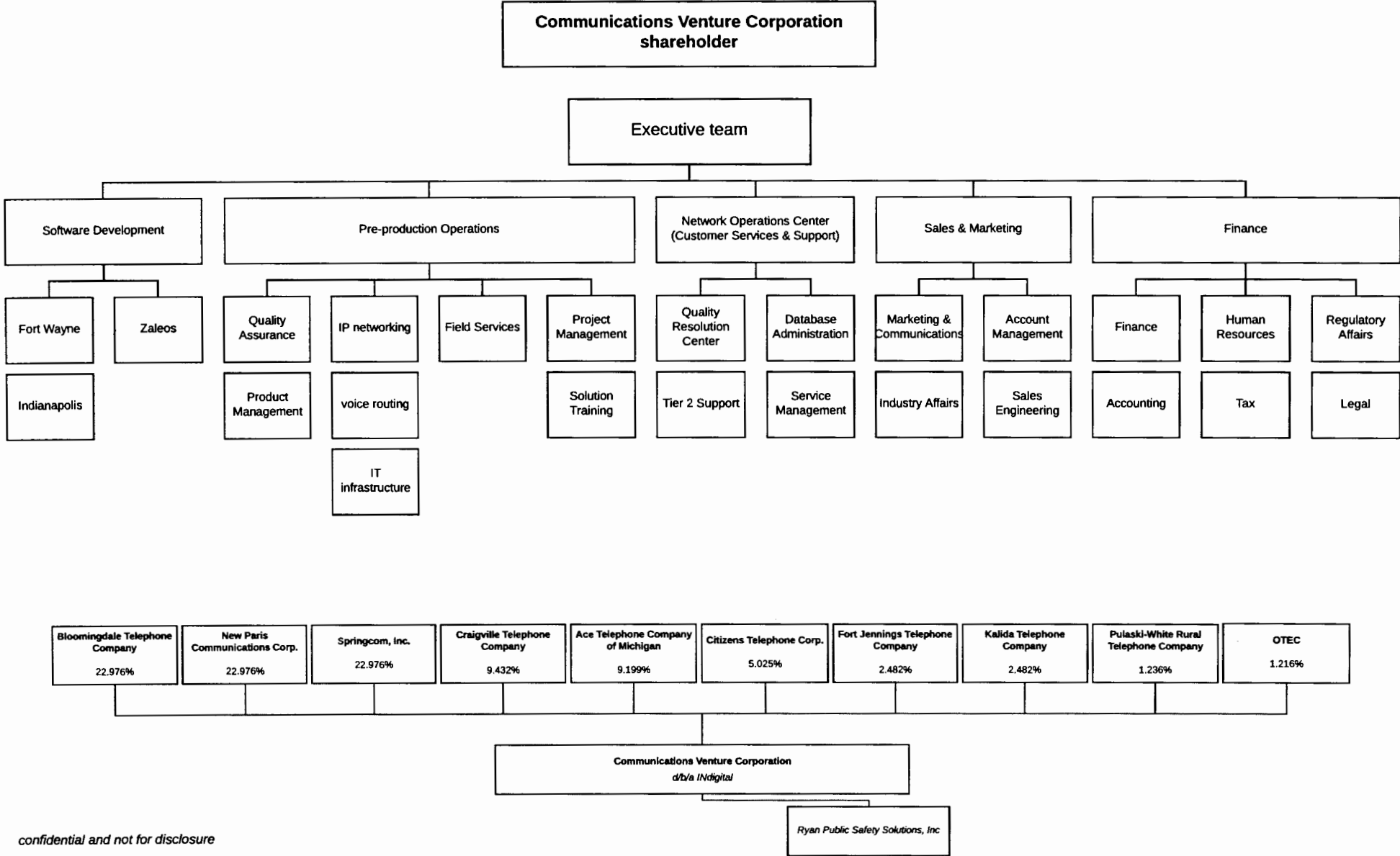


EXHIBIT B
CORPORATE DOCUMENTS

State of Indiana
Office of the Secretary of State

CERTIFICATE OF RESTATEMENT OF ARTICLES OF INCORPORATION
of
COMMUNICATIONS VENTURE CORPORATION

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Restatement of Articles of Incorporation of the above For-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Corporation Law.

NOW, THEREFORE, with this document I certify that said transaction will become effective Monday, December 29, 2008.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, December 29, 2008.

A handwritten signature in black ink that reads "Todd Rokita". The signature is fluid and cursive, with the first and last names being more prominent.

TODD ROKITA,
SECRETARY OF STATE



RESTATMENT OF ARTICLES OF INCORPORATION

State Form 42152 (R4/1-03)

Approved by State Board of Accounts, 1995

TODD ROKITA
SECRETARY OF STATE
CORPORATIONS DIVISION
302 W. Washington St., Rm. E018
Indianapolis, IN 46204
Telephone: (317) 232-6576

INSTRUCTIONS: Use 8 1/2" x 11" white paper for attachments.
Present original and one copy to address in upper right corner of this form.
Please TYPE or PRINT.
Please visit our office on the web at www.sos.in.gov.

RECEIVED
IND. SECRETARY OF STATE

DEC 29 2008

Indiana Code 23-1-38-7

FLING FEE IS \$30.00

RESTATMENT OF ARTICLES OF INCORPORATION OF

COMMUNICATIONS VENTURE CORPORATION

(Name of Corporation)

The above corporation (hereinafter referred to as the "Corporation") existing pursuant to the Indiana Business Corporation Law, desiring to give notice of corporate action effectuating the restatement of its Articles of Incorporation, sets forth the following:

ARTICLE I - RESTATEMENT

SECTION I: The date of Incorporation of the Corporation:

June 16, 1995

SECTION II: The name of the Corporation following this restatement:

Communications Venture Corporation

SECTION III: The exact text of the Restatement of Articles of Incorporation is attached as "Exhibit A".

ARTICLE II - MANNER OF ADOPTION AND VOTE (Strike inapplicable section)

SECTION I: The restatement does not contain an amendment requiring shareholder approval and the board of directors adopted the restatement.



SECTION II: The restatement contains an amendment requiring shareholder approval and the vote is set forth below:



VOTE OF SHAREHOLDERS

The designation (i.e. common, preferred and any classification where different classes of stock exist), number of outstanding shares, number of votes entitled to vote separately on the amendment and the number of votes of each voting group represented at the meeting is set forth as follows:

	TOTAL	A	B	C
DESIGNATION OF EACH VOTING GROUP		Class A	Class B	Class C
NUMBER OF OUTSTANDING SHARES		624,700	400,000	1,600,000
NUMBER OF VOTES ENTITLED TO BE CAST		340,200	153,350	-0-
NUMBER OF VOTES REPRESENTED AT THE MEETING		340,200	153,350	-0-
SHARES VOTED IN FAVOR		340,200	153,350	-0-
SHARES VOTED AGAINST		-0-	-0-	-0-

☒ The number cast for the amendment by each voting group was sufficient for approval by that voting group.

In Witness Whereof, the undersigned being the _____

(Title)

of said Corporation executes this Restatement of Articles of Incorporation and verifies, subject to penalties of perjury, that the

statements contained herein are true, this 8 day of July, 2008.

Signature

Mark Gierdey

Printed name

Mark Gierdey



RESTATMENT OF ARTICLES OF INCORPORATION

State Form 42152 (R4/1-03)

Approved by State Board of Accounts, 1995

TODD ROKTA
SECRETARY OF STATE
CORPORATIONS DIVISION
302 W. Washington St., Rm. E018
Indianapolis, IN 46204
Telephone: (317) 232-6576

RECEIVED
IND. SECRETARY OF STATE

DEC 29 2008

Indiana Code 23-1-38-7

FLING FEE IS \$30.00

INSTRUCTIONS: Use 8 1/2" x 11" white paper for attachments.
Present original and one copy to address in upper right corner of this form.
Please TYPE or PRINT.
Please visit our office on the web at www.sos.in.gov.

RESTATMENT OF ARTICLES OF INCORPORATION OF COMMUNICATIONS VENTURE CORPORATION

(Name of Corporation)

APPROVED
AND
FILED

The above corporation (hereinafter referred to as the "Corporation") existing pursuant to the Indiana Business Corporation Law, desiring to give notice of corporate action effectuating the restatement of its Articles of Incorporation, sets forth the following:

ARTICLE I - RESTATMENT

SECTION I: The date of incorporation of the Corporation:

June 16, 1995

SECTION II: The name of the Corporation following this restatement:

Communications Venture Corporation

SECTION III: The exact text of the Restatement of Articles of Incorporation is attached as "Exhibit A".

ARTICLE II - MANNER OF ADOPTION AND VOTE (Strike inapplicable section)

SECTION I: The restatement does not contain an amendment requiring shareholder approval and the board of directors adopted the restatement.



SECTION II: The restatement contains an amendment requiring shareholder approval and the vote is set forth below:



VOTE OF SHAREHOLDERS

The designation (i.e. common, preferred and any classification where different classes of stock exist), number of outstanding shares, number of votes entitled to vote separately on the amendment and the number of votes of each voting group represented at the meeting is set forth as follows:

	TOTAL	A	B	C
DESIGNATION OF EACH VOTING GROUP		Class A	Class B	Class C
NUMBER OF OUTSTANDING SHARES		624,700	400,000	1,600,000
NUMBER OF VOTES ENTITLED TO BE CAST		340,200	153,350	-0-
NUMBER OF VOTES REPRESENTED AT THE MEETING		340,200	153,350	-0-
SHARES VOTED IN FAVOR		340,200	153,350	-0-
SHARES VOTED AGAINST		-0-	-0-	-0-

☒ The number cast for the amendment by each voting group was sufficient for approval by that voting group.

In Witness Whereof, the undersigned being the _____
(Title)

of said Corporation executes this Restatement of Articles of Incorporation and verifies, subject to penalties of perjury, that the
statements contained herein are true, this 8 day of July, 2008.

Signature

Mark G. Gandy

Printed name

MARK GANDY

RECEIVED
IND. SECRETARY OF STATE

DEC 29 2008

Chris Roberts

EXHIBIT "A"

SECOND RESTATED ARTICLES OF INCORPORATION

OF

COMMUNICATIONS VENTURE CORPORATION

The undersigned, desiring to amend and restate the Articles of Incorporation of Communications Venture Corporation (the "Corporation") pursuant to the provisions of the Indiana Business Corporation Law, as amended (the "Act"), executes the following Restated Articles of Incorporation.

ARTICLE I
NAME

The name of the Corporation is Communications Venture Corporation.

ARTICLE II
PURPOSES

The purpose or purposes for which the Corporation is formed is to engage in any lawful business for which corporations may be incorporated under the Act.

ARTICLE III
TERM OF EXISTENCE

The period during which the Corporation shall continue is perpetual.

ARTICLE IV
REGISTERED OFFICE AND REGISTERED AGENT

The post-office/street address of the registered office of the Corporation is 19066 Market Street, P.O. Box 116, New Paris, Indiana 46553, and the name and post office/street address of its registered agent at that office is Mark Grady, 19066 Market Street, P.O. Box 116, New Paris, Indiana 46553.

ARTICLE V
AUTHORIZED SHARES

1. Authorized Shares. The Corporation is authorized to issue two (2) classes of shares of stock to be designated "Class A Common Stock" and "Class B Common Stock." Class B Common Stock shall be issued as "Limited Voting Series Class B Common Stock" and "Non-Voting Series Class B Common Stock."

The total number of shares that the Corporation is authorized to issued is two million six hundred twenty-four thousand seven hundred (2,624,700) with a par value of ten cents (\$.10) per

share for both classes of stock. The total number of authorized shares shall be divided between the classes and series as follows:

Class A Common Stock: 624,700 shares

Class B Common Stock:

Limited Voting Series Class B Common Stock: 500,000 shares

Non-Voting Series Class B Common Stock: 1,500,000 shares

The Corporation's Board of Directors shall have authority to determine the consideration for such shares and to adopt agreements and policies concerning issuance, transfers and other stock transactions. Shareholders of any class of the Corporation's stock shall not have any preemptive right to acquire unissued and treasury shares of any class of stock of the Corporation.

2. Series of Class A Common Stock. The Class A Common Stock is divided into ten (10) separate series, consisting of Series A, B, C, D, E, F, G, H, I and J. Except for the election of Directors, as provided herein, all series shall have same preferences, limitations and relative voting rights and other rights, with the members of all series voting as a single group, and each shareholder having one (1) vote per share.

Each series shall have the exclusive right to elect one (1) Director to the Corporation's Board of Directors. The holders of the shares in each particular series shall be entitled, at any time, to separately vote the shares of such series at a meeting of shareholders or pursuant to a written consent of shareholders to elect one (1) Director to the Corporation's Board of Directors and to remove from office such Director and to fill any vacancy caused by the resignation, death or removal of such Director.

3. Voting Rights.

A. Class A Common Stock. Except as required under the Act or the provisions of this Article, including voting by series for the election of Directors, holders of shares of Class A Common Stock shall have equal rights and shall vote as a single group, with each shareholder having one (1) vote per share in all matters requiring or presented for a vote of the Corporation's shareholders.

Each series shall have the exclusive right to elect one (1) Director to the Corporation's Board of Directors. The holders of the shares in each particular series shall be entitled, at any time, to separately vote the shares of such series at a meeting of shareholders or pursuant to a written consent of shareholders to elect one (1) Director to the Corporation's Board of Directors and to remove from office such Director and to fill any vacancy caused by the resignation, death or removal of such Director. If a series of Class A Common Stock has been created and does not have any issued and outstanding shares, then the number of Directors shall be reduced to eliminate a Director designated for such class until such time as shares of such series are issued by the Board of Directors.

At a meeting held for the purpose of electing or removing a Director, the presence in person or by proxy of the holders of a majority of the outstanding shares of the series entitled

to elect such Director, as provided above, shall constitute a quorum for the purpose of electing or removing such Director.

B. Class B Common Stock. Holders of shares of Limited Voting Series Class B Common Stock shall have the right, as a separate voting group, to elect two (2) Directors to the Corporation's Board of Directors and shall have no other voting rights as shareholders of the Corporation except as required under the Act. Holders of shares of Non-Voting Series Class B Common Stock shall have no voting rights as shareholders of the Corporation except as required under the Act.

4. Series Modifications. Pursuant to Section 23-1-25-2 of the Act, the Corporation's Board of Directors may create one or more series of stock and may determine, in whole or in part, the preferences, limitations and relative voting rights and other rights of each series; provided, that these shall be subject to and not conflict with any preferences, limitations and relative voting and other rights granted to such series as set forth in these Articles, including those set forth in Section 2, above, by filing an amendment to these Articles. If a series of Class A Common Stock or other class of stock has been created and does not have any issued and outstanding shares, then the Board of Directors may in its discretion eliminate such series by filing an amendment to these Articles.

Any amendment creating or eliminating a series and all terms of any series shall be set forth in Article IX of these Articles.

5. Dividends. Dividends shall be payable on shares of Class A Common Stock and Class B Common Stock out of funds legally available for the declaration of dividends, only if and when declared by the Board of Directors. In no event shall any dividend be paid or declared, nor shall any distribution be made on shares of any class or series of Class A Common Stock or Class B Common Stock unless holders of shares of Class A Common Stock and Class B Common Stock (both Classes) shall participate in such dividend or distribution, as the case may be, on a per share pro rata basis.

6. Liquidation. In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, any remaining assets of the Corporation after payment of all liabilities of the Corporation shall be distributed to the holders of shares of Class A Common Stock and Class B Common Stock (both Classes) on a per share pro rata basis.

ARTICLE VI DIRECTORS

The Board of Directors shall be composed of ten (10) Directors (subject to vacancies that may exist from time to time); however, if the Board of Directors creates one or more additional series of Class A Common Stock, then the number of Directors on the Board shall be equal to the number of series that exist, with one (1) Director being elected by each series (subject to vacancies that may exist from time to time); and if a series of Class A Common Stock is eliminated or if no shares are issued and outstanding in a series then the number of Directors shall be reduced to correspond to the number of series in existence and having shares issued and outstanding.

Notwithstanding the foregoing, an additional two (2) Directors shall be added to the Corporation's Board of Directors if any shares of Limited Voting Series Class B Common Stock are issued and outstanding.

ARTICLE VII
PROVISIONS FOR REGULATION OF BUSINESS
AND CONDUCT OF AFFAIRS OF CORPORATION

1. **Corporate Powers.** All corporate powers except those which by law or these Articles expressly require the consent of the shareholders shall be exercised by the Board of Directors.

2. **Conflict of Interest.** No contract or other transaction between the Corporation and any other corporation shall be affected or invalidated by the fact that any one or more of the Directors of the Corporation is, or are, interested in, or is a Director or officer, or are Directors or officers of such other corporation or business, and any Director or Directors, individually or jointly, may be a party or parties to or may be interested in any contract or transaction of the Corporation, or in which the Corporation is interested, and no contract, act or transaction of the Corporation, with any person or persons, firms or corporations, shall be affected or invalidated by the fact that any Director or Directors of the Corporation is a party, or are parties to, or interested in, such contract, act or transaction, or in any way connected with such person or persons, firms or associations, and each and every person who may become a Director of the Corporation is hereby relieved from any liability that might otherwise exist, from contracting with the Corporation for the benefit of himself or any firm or Corporation in which he may be in any wise interested.

3. **Bylaws.** The Board of Directors of the Corporation shall have power, without the assent or vote of the shareholders, to make alter, amend, or repeal the Bylaws of the Corporation.

4. **Removal of Directors/Vacancies.** Where a Director is elected by a voting group of shareholders or by the holders of a particular series of Class A Common Stock or, by the Limited Voting Series Class B Common Stock, only the shareholders in that voting group of shareholders owning shares in that series or class may participate in a vote to remove that Director. If a vacancy occurs on the Board of Directors resulting from the resignation or removal of a Director where such Director was elected by the vote of shareholders owning a particular series of Class A Common Stock, by the Limited Voting Series Class B Common Stock, or by a voting group of shareholders, only the shareholders of that series, class or voting group are entitled to vote to fill the vacancy.

ARTICLE VIII
INDEMNIFICATION

Every person who is or was a Director, officer or employee of the Corporation shall be indemnified by the Corporation against all liability and reasonable expense incurred by such person in his or her official capacity, provided that such person is determined in the manner specified in Section 23-1-37-12 of the Act (as that section may be amended from time to time) to have met the standard of conduct specified in Section 23-1-37-8 of the Act (as that section may

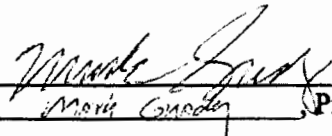
be amended from time to time). Upon demand for such indemnification, the Corporation shall proceed as provided in Section 23-1-37-12 of the Act (as that section may be amended from time to time) to determine whether such person is entitled to indemnification. Nothing contained in this section shall limit or preclude the exercise of any right relating to indemnification of or advance of expenses to any Director, officer, employee or agent of the Corporation or the ability of the Corporation to, by agreement or otherwise, indemnify or advance expenses to any Director, officer, employee or agent.

ARTICLE IX
CREATION OF ONE OR MORE SERIES OF STOCK

[Reserved for Future Use]

IN WITNESS WHEREOF, the undersigned, being the President of the Corporation executes these Second Restated Articles of Incorporation and certifies to the truth of the facts herein stated, this 8 day of July, 2008.

I affirm under the penalties of perjury that the facts contained herein are true.



Mark Gaudin, President

This instrument prepared by Steven M. Stankewicz, Esq., of Miller, Canfield, Paddock and Stone, P.L.C., 277 South Rose Street, Suite 5000, Kalamazoo, Michigan 49007

KZLIB:579494.2\108087-00001

EXHIBIT C

**AUTHORITY TO TRANSACT BUSINESS
IN THE STATE OF TENNESSEE**



Business Services Division
Tre Hargett, Secretary of State
 State of Tennessee

INSTRUCTIONS

APPLICATION FOR CERTIFICATE OF AUTHORITY FOR-PROFIT CORPORATION

Filing Fee: \$600

Applications for certificates of authority may be filed using one of the following methods:

- **Print and Mail:** Go to <http://tnbear.tn.gov/NewBiz> and use the online tool to complete the application. Print and mail the application along with the required filing fee to the Secretary of State's office at 6th FL – Snodgrass Tower ATTN: Corporate Filing, 312 Rosa L. Parks AVE, Nashville, TN 37243.
- **Paper submission:** A blank application may be obtained by going to <http://www.tn.gov/sos/forms/ss-4431.pdf>, by emailing the Secretary of State at Business.Services@tn.gov, or by calling (615) 741-2286. The application is hand printed in ink or computer generated and mailed along with the required filing fee to the Secretary of State's office at 6th FL – Snodgrass Tower ATTN: Corporate Filing, 312 Rosa L. Parks AVE, Nashville, TN 37243.
- **Walk-in:** A blank application may be obtained in person at the Secretary of State Business Services Division located at 6th FL – Snodgrass Tower, 312 Rosa L. Parks AVE, Nashville, TN 37243.

Applications for certificate of authority must be accurately completed in their entirety. Forms that are inaccurate, incomplete or illegible will be rejected.

A For-Profit Corporation application for certificate of authority sets forth the items required under T.C.A. § 48-65-103.

A For-Profit Corporation application for certificate of authority must be accompanied by a certificate of existence or a document of similar import (for example, a certificate of good standing) duly authenticated by the Secretary of State or other official having custody of the corporation records in the state or country under whose law it is organized. The certificate shall not bear a date of more than two (2) months prior to the date the application for certificate of authority is filed with the Division of Business Services.

APPLICATION FOR CERTIFICATE OF AUTHORITY

1. ***The name of the corporation is*** - Enter the name of the corporation.

If different, the name under which the certificate of authority is to be obtained is – If the corporation will do business in Tennessee under an assumed name, enter that name here. The Secretary of State of the State of Tennessee may not issue a certificate of authority to a foreign corporation if its name does not c requirements of T.C.A. § 48-14-101 of the Tennessee Business Corporation Act. If obtaining a c authority under an assumed corporation name, an application must be filed pursuant to T.C.A. §

If the foreign corporation must alter its name in order to do business in Tennessee pursuant to T 101(a)(1) – i.e. by including the words “corporation”, “company” or “incorporated” or the abbrevia or “inc.” - the corporation may do so without filing an application for assumed name. Use this sp

Page

the name – including the necessary Tennessee designation - under which the corporation will do business in Tennessee.

If a corporation's name contains the word "bank", "banks", "banking", "credit union" or "trust", written approval must first be obtained from the Tennessee Department of Financial Institutions before documents can be accepted for filing with the Division of Business Services. You may contact the Tennessee Department of Financial Institutions at (615) 741-2236.

If a corporation's name contains the phrase "insurance company", written approval must first be obtained from the Tennessee Department of Commerce & Insurance before documents can be accepted for filing with the Division of Business Services.

2. ***The state or country under whose law it is incorporated is*** – Enter the name of the state or country under whose law the corporation is formed.

and the date of its incorporation is – Enter the corporation's date of incorporation. If the accompanying certificate of existence or like document from the state of formation includes a date of formation, the date indicated here must be the exact same date as that indicated on the certificate of existence.

and the period of duration, if other than perpetual, is – If the corporation has a period of duration after which its existence is scheduled to end, indicate the date of scheduled termination here.

and, if prior to qualifying, the date it commenced doing business in Tennessee is – Enter the date the corporation commenced doing business in Tennessee if the corporation commenced doing business on or before the date of approval of the application for certificate of authority by the Division of Business Services. Pursuant to T.C.A. § 48-25-102(d), additional filing fees may apply if the corporation commenced doing business in Tennessee prior to the approval of the application. If a prior date is indicated, a call to the Business Services Division customer service line at (615) 741-2286 is encouraged for guidance on the appropriate filing fee amount.

If a prior date is indicated and that date is greater than one year prior to the approval of the application to the Division of Business Services, a Certificate of Tax Clearance confirming Good Standing from the Tennessee Department of Revenue must accompany the application. To obtain a Certificate of Tax Clearance for Good Standing, contact the Tennessee Department of Revenue at (615) 741-8999.

3. ***This company has the additional designation of*** - If applicable to the specific nature of the corporation, enter any additional designation, including:

- Bank
- Captive Insurance Company
- Credit Union
- Insurance Company
- Litigation Financier
- Massachusetts Trust
- Professional Corporation
- Trust Company

4. ***The name and complete address of its registered agent and office located in the state of Tennessee is*** - Enter the name of the corporation's initial registered agent, the street address, city, state and zip code of the corporation's initial registered office located in Tennessee and the county in which the office is located. The address will be verified and formatted to United States Postal Service address deliverability guidelines. If the address cannot be recognized as deliverable by the United States Postal Service, the form will be rejected by the Division of Business Services. A post office box is not acceptable for the registered agent/office address.

5. ***Fiscal Year Close Month*** - Enter the month of the year that concludes the corporation's fiscal year. If a fiscal year close month is not indicated, the Division of Business Services will list the fiscal year close month as December by default. Please note that T.C.A. § 48-26-203 requires corporations to file an annual report with the Secretary of State on or before the first day of the fourth month following the end of the close of the corporation's fiscal year.

6. ***If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is*** – If the corporation's certificate of authority is to go into effect upon a future date, enter the future date. In no event can the future date be more than ninety calendar days from the filing of the application for certificate of authority.
7. ***The corporation is for profit*** - By signing the application for certificate of authority, the filer acknowledges this statement to be true.
8. ***The complete address of its principal executive office is*** – Enter the street address, city, state and zip code of the principal executive office of the corporation and the county in which the office is located. The address will be verified and formatted to United States Postal Service address deliverability guidelines. If the address cannot be recognized as deliverable by the United States Postal Service, the form will be rejected by the Division of Business Services unless a deliverable mailing address is also provided. A post office box is not acceptable for the principal office address.
9. ***The complete mailing address of the entity (if different from the principal office) is*** – If notifications from the Division of Business Services should be sent to an address other than the principal office address, enter that address. The address will be verified and formatted to United States Postal Service address deliverability guidelines. If the address cannot be recognized as deliverable by the United States Postal Service, the form will be rejected by the Division of Business Services. A post office box address is acceptable for a mailing address.
10. ***List the name and complete address of each of its current officers*** - Addresses should include address, city, state and zip code. If the form does not provide enough space, enter "see attached" and attach a list of the officers and their addresses to the application for certificate of authority.
11. ***List the name and complete address of each of its current board of directors*** – Addresses should include address, city, state and zip code. If the form does not provide enough space, enter "see attached" and attach a list of the directors and their addresses to the application for certificate of authority.
12. **Professional Corporation** – If "Professional Corporation" is indicated in section 3 of the application for certificate of authority, check the box certifying that the statement in this section is true. Indicate the licensed profession in the space provided.

Signature

- The person executing the document must sign it and indicate the date of signature in the appropriate spaces. **Failure to sign and date the application will result in the application being rejected.**
- Type or Print Name. **Failure to type or print the signature name and title of the signer will result in the application being rejected.**
- Type or Print Signer's Capacity. The signer must indicate the capacity in which such person signs. **Failure to indicate the signer's capacity will result in the application being rejected.**

FILING FEE

- The filing fee for an application for certificate of authority is **\$600**.
- Pursuant to T.C.A. § 48-25-102(d), additional filing fees may apply if the corporation commenced doing business in Tennessee prior to the approval of the application. If a prior date is indicated, a call to the Business Services Division customer service line at (615) 741-2286 is encouraged for guidance on the appropriate filing fee amount.
- Make check, cashier's check or money order payable to the Tennessee Secretary of State. Cash is only accepted for walk-in filings. **Applications submitted without the proper filing fee will be rejected. Checks, cashier's checks or money orders made out to any payee other than the Tennessee Secretary of State will not be accepted and will result in the rejection of document.**

APPLICATION FOR CERTIFICATE OF AUTHORITY FOR-PROFIT CORPORATION

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: \$600.00

For Office Use Only

To the Secretary of the State of Tennessee:

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

1. The name of the corporation is: Communications Venture Corporation

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 corporation for-profit if its name does not comply with the requirements of Section T.C.A. §48-14-101 of the Tennessee Business Corporation Act. If obtaining a certificate of authority under a different corporate name, an application for registration of an assumed corporate name must be filed pursuant to Section T.C.A. §48-14-101(d) with an additional \$20.00 fee.

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

and the date of its incorporation is: 06 / 16 / 1995
Month Day Year

and the period of duration, if other than perpetual, is: _____ / _____ / _____
Month Day Year

and, if prior to qualifying, the date it commenced doing business in Tennessee is: _____ / _____ / _____
Month Day Year

NOTE: Additional filing fees and proof of tax clearance confirming good standing may apply if the corporation commenced doing business in Tennessee prior to the approval of this application. See T.C.A. §48-25-103(c) and T.C.A. §48-65-103(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 SystemAddress: 800 S. Gay Street, Suite 2021City: Knoxville State: TN Zip Code: 37929 County: Knox

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 corporation is for profit.

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

Address: 1616 Directors RowCity: Fort Wayne State: IN Zip Code: 46808

***Note: Pursuant to T.C.A. §10-7-503 all information on this form is public record.**

Submitter Information: Name: _____ Phone #: (____) _____

APPLICATION FOR CERTIFICATE OF AUTHORITY Page 2 of 2

FOR-PROFIT CORPORATION (ss-4431)



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: \$600.00

For Office Use Only

The name of the corporation is: Communications Venture Corporation

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

Address: 1616 Directors Row

City: Fort Wayne State: IN Zip Code: 46808

10. List the name and complete address of each of its current officers:

Title	Name	Business Address	City, State, Zip
President	Mark Grady	1616 Directors Row	Fort Wayne, IN 46808
CFO	Jonathan P Whirlledge	1616 Directors Row	Fort Wayne, IN 46808
EVP	Eric Hartman	1616 Directors Row	Fort Wayne, IN 46808

11. List the name and complete address of each of its current board of directors:

Name	Business Address	City, State, Zip
See attached		

12. Professional Corporation: (required if the additional designation of "Professional Corporation" is entered in section 3.)

☐ I certify that this is a Professional Corporation.

Licensed Profession: _____

***Note: Pursuant to T.C.A. §10-7-503 all information on this form is public record.**

9/16/16

Signature Date

CFO

Signer's Capacity

Signature

Jonathan P Whirlledge

Name (printed or typed)

Exhibit D

Names and Addresses of Principal Corporate Officers

Mark Grady - Founder and President

1616 Directors Row
Fort Wayne, IN 46808

Jon Whirlledge - Chief Financial Officer

1616 Directors Row
Fort Wayne, IN 46808

Eric Hartman – Vice President of Operations

1616 Directors Row
Fort Wayne, IN 46808

EXHIBIT E
OFFICER BIOGRAPHIES

Biographical Information on Key Individuals

Mark Grady

Founder and President , Communications Venture Corp d/b/a INdigital

Mark Grady is the founder and president of INdigital, a competitive local exchange carrier and NG9-1-1 network service provider based in Fort Wayne, Indiana. INdigital focuses on 9-1-1 operations and research and technology development. The company has created several new service platforms that improve public safety.

Mark has been active in the independent telecom sector since 1982. He has overseen the growth of New Paris Telephone, Inc., a locally owned independent telephone company, and its related subsidiaries, lines of business, operating divisions and diversified investments. The company has a long history of progress and innovation in the areas of switching and network operations and customer service.

Mark was a member of the National Exchange Carrier Association (NECA) Board of Directors, and also served on the Average Schedule, Common Line and Subset III sub-committees. He is a past chairman of NECA Independent Services. He was also a member of the Alliance for Telecommunications Industry Solutions (ATIS) ordering and billing forum (OBF) following the enactment of the 1996 Telecommunications Act.

In addition to leadership in these industry and trade association venues, Mark is active in business development and was instrumental in forming Indiana Fiber Network (IFN), which is owned by 21 Indiana telcos.

With his co-workers at INdigital, they have built a statewide IP-based public safety network for the Indiana State 911 Board, which is operated out of the Indiana State Treasurer's Office. The network routes calls from all wireless providers to public safety answering points (PSAPs) statewide. The company also operates networks in Michigan, Ohio, Illinois, New Hampshire and other regions independently or in partnership with other providers.

Mark has extensive industry experience in almost all levels of the telephone and public safety industry and is a National Emergency Number Association (NENA) Emergency Number Professional (ENP). Mark has served on more than 50 industry task forces, study committees, work committees and other industry association roles at the state and federal levels.

Jon Whirlledge

Chief Financial Officer

Jon Whirlledge is the Chief Financial Officer of INdigital. Jon graduated from Grace College and Theological Seminary in May of 2007, with both a Bachelor of Science in Business Administration and a Bachelor of Science in Marketing. Course work emphasis included Small Business Management, Organizational Communication, Marketing Research, Business Law and Corporate Finance and Financial Accounting.

Jon joined New Paris Telephone in 2000 as a student intern in the Finance and Accounting Department. In 2005, Jon joined the company in a full time capacity as a Financial Analyst. Jon became INdigital's Financial Analyst in January 2007. In March of 2007, Jon was appointed Chief Financial Officer of INdigital telecom by the Executive Advisory Committee of the Board of Directors. Jon is a key member of INdigital's executive leadership team and holds full P&L responsibility for all divisions of the Corporation. He provides leadership and direction for financial reporting at both the managerial and executive level.

Jon has completed educational courses in cost studies and cost recovery, Carrier Access Billing System and telco plant accounting, including work order based accounting processing dealing with work in process accounting procedures.

In addition to his financial operations tasks, Jon is involved with customer relationships involving INdigital clients in the local government finance and legal affairs segments of the company.

Eric Hartman

Executive Vice-President of Operations

Eric is the Vice-President of Business Development of INdigital. Eric graduated from Tri-State University in 2001 with a Bachelor of Science in Computer Science and a Minor in Business Administration.

Eric joined INdigital in 2001 as a Data Service Technician and became highly experienced in working with VoIP service offerings, IP routing, Class 4 & 5 switching, PBX installation, data center management and customer support.

In 2005, Eric became the Product Manager for the Internet division of New Paris Telephone Company. As Product Manager, Eric was involved in all aspects of the business, including the transition from legacy telephone service to VoIP services, deployment of a Metaswitch, new PBX systems installations, the creation of the Goshen Fiber Network, and other types of business network service offerings.

Eric re-joined INdigital in 2007 as part of the executive management and strategic planning team. He has led the sales and service teams from zero customers to greater than 30% market share for 9-1-1 IP based services.

In 2017, Eric became Vice-President of Operations. He leads a team that provides project management, installation, and 24x7x365 service.

Deborah Prather

Director Regulatory Affairs

Deborah has 40 years of experience in the telecommunications industry and is a graduate of Illinois State University with a Bachelor of Arts degree in Psychology.

She joined GTE, now known as Verizon, in 1978, and has held various management positions in retail sales, service, and wholesale services until 1996.

From 1996 – 1999, she was the Director over the E9-1-1 program for the Illinois Commerce Commission, the State regulatory agency. Deborah was responsible for all E9-1-1 related policies, rulemakings and regulatory proceedings. In addition to this, she oversaw regulatory compliance of the Illinois Telecommunications Access Corporation program for the hearing impaired and the Universal Telephone Assistance Corporation program for low income subscribers.

In 1999 Deborah left the Illinois Commerce Commission and joined Verizon as a Regional Manager for the 9-1-1 Service program. She was responsible for all 9-1-1 related service and regulatory matters for multiple states within the Verizon 32 state footprint. Her last territory consisted of 14 states located in the Midwest, Northwest, West Coast, and Eastern territories. Deborah is an active member of the Illinois Telecommunications Association and chairs the Illinois Telecommunications Association's 9-1-1 Committee. She is also a member of the National Emergency Number Association and has served on various committees.

Deborah left Verizon in 2010 and joined INdigital Telecom as their Director of Regulatory Affairs and is responsible for all regulatory matters and filings and negotiating commercial and interconnection agreements. Deborah is highly involved in carrier to carrier projects on a regular basis. She is also a member of the State of Illinois 911 Advisory Board.

EXHIBIT F
COMMUNICATIONS VENTURE CORPORATION
D/B/A INDIGITAL
AUDITED FINANCIAL STATEMENTS
PROJECTED 3 YEAR FINANCIAL STATEMENT

(CONFIDENTIAL – FILED UNDER SEAL)

EXHIBIT G
COMMUNICATIONS VENTURE CORPORATION
D/B/A INDIGITAL
SURETY BOND

BEFORE THE
TENNESSEE PUBLIC UTILITY COMMISSION
IN THE MATTER OF THE APPLICATION
OF COMMUNICATIONS VENTURE CORPORATION
D/B/A INDIGITAL FOR A CERTIFICATE TO PROVIDE
TELECOMMUNICATIONS SERVICES

APPLICATION FOR CERTIFICATE TO PROVIDE COMPETING LOCAL
TELECOMMUNICATIONS SERVICES

Pursuant to applicable Tennessee Statutes and the Rules and Regulations of the Tennessee Regulatory Authority and Section 253 of the Federal Telecommunications Act of 1996 ("Act"), COMMUNICATIONS VENTURE CORPORATION d/b/a INDIGITAL ("INDigital") respectfully requests that the Tennessee Regulatory Authority ("TRA") grant to INDigital authority to provide competing local telecommunications services, including exchange access telecommunications services, within the State of Tennessee. INDigital 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, INDigital submits the following:

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

Communications Venture Corporation d/b/a INDigital
1616 Directors Row
Fort Wayne, Indiana 46808
Telephone: (260) 469-2010
Facsimile: (260) 469-4329

Questions regarding this application should be directed to:

Deborah Prather
Director Regulatory Affairs
INDigital
Telephone: (260) 469-2143
Facsimile: (260) 469-4329

Contact name and address at the Company is:

Jon Whirledge
Chief Financial Officer
1616 Directors Row
Fort Wayne, IN 46808
Telephone: (260) 469-2010
Facsimile: (260) 469-4329

2. Organizational chart of corporate structure.

See **Exhibit A.**

3. Corporate information:

INdigital was incorporated in the state of Indiana on June 16, 1995. A copy of INdigital's Articles of Incorporation and amendments are provided in **Exhibit B.** A copy of INdigital's Authority to transact business in the State of Tennessee is provided in **Exhibit C.** The names and addresses of the principal corporate officers are in **Exhibit D.** There are no officers in Tennessee. The biographies of the principal officers and any other key technical staff are in **Exhibit E.**

4. INdigital possesses the managerial, technical, and financial ability to provide local telecommunications service in the State of Tennessee as demonstrated below:

A. Financial Qualifications:

INdigital will not be constructing new facilities but instead will be providing services from existing data centers and colocation arrangements and will be leasing facilities from underlying carriers. In support of its financial qualifications, INdigital submits its most recent audited financial statement which includes balance sheets, income statements, and statement of cash flows as **Exhibit F.** INdigital is also including a projected financial statement for the next 3 years. Capital expenditures will be based on customer demand. INdigital will provide its own funding for Tennessee network, and equipment based customer demand. INdigital asserts that it has the financial resources necessary to operate as a competitive local service provider in Tennessee.

Currently, INdigital's facilities in Tennessee will not be in excess of \$5,000,000. Corporate Surety Bond is provided as **Exhibit G.**

B. Managerial Ability:

As shown in **Exhibit E** to this Application, INdigital has the managerial expertise to successfully operate a telecommunications company in Tennessee. As described in the attached biographical information, INdigital's management team has extensive management and business experience in telecommunications and in the 9-1-1 industry.

C. Technical Qualifications:

INdigital will satisfy the minimum standards established by the TRA. The company will file and maintain tariffs in the manner prescribed by the TRA and will meet minimum basic local standards, including quality of service and billing standards required of all LEC'S regulated by the TRA. Applicant will not require customers to purchase CPE, which cannot be used with the Incumbent Local Exchange Carrier's systems. As noted in the biographies in **Exhibit E,** key management personnel have collectively over 106 years of technical experience in engineering and provisioning telecommunications services. INdigital has been providing telecommunications services in the state of Indiana since 1995. The Company currently specializes in providing transitional Enhanced 9-1-1 (E9-1-1) and Next Generation 9-1-1 (NG9-1-1) services and has been deploying these services in multiple states since 2005.

5. Proposed Service Area:

INdigital has been selected to and is in the process of providing the statewide NG9-1-1 network and ESInet to the State of Alabama. INdigital understands that the Tennessee Emergency Communications Board (TECB) is also currently in the process of deploying a statewide NG9-1-1 network and ESInet as well. INdigital will not be interfering with the Tennessee deployment, but will be seeking to interconnect the Alabama NG9-1-1 network with the Tennessee NG9-1-1 network to enable Alabama PSAPs that border Tennessee PSAPs to transfer 9-1-1 callers between PSAPs, with location information and other data pertaining to the call. This is particularly needed with wireless 9-1-1 callers when the caller is traveling in a vehicle across state lines into other emergency responder's jurisdictions in neighboring states.

INdigital will work with the appropriate TECB Staff after the Company receives its Certificate to Provide Telecommunications Services from the Tennessee Regulatory Authority. Most ILECs and CMRS providers require that a 9-1-1 Service Provider (9-1-1 SSP) such as INdigital be certified as a carrier and to enter into an interconnection agreement or commercial agreement before they will allow 9-1-1 calls that originate from their subscribers to be delivered over the 9-1-1 SSP's network to a PSAP. This is why INdigital seeks to be certified as CLEC in the State of Tennessee.

INdigital is already authorized to provide telecommunications services in Alabama, Florida, Georgia, Illinois, Indiana, Kentucky, Michigan, Missouri, Mississippi, New Hampshire, Ohio, and Texas and is currently providing 9-1-1 services in most of these states. INdigital has pending applications in California and Louisiana at this time.

6. Types of Local Exchange Service to be provided:

Applicant intends to provide E9-1-1 services and NG9-1-1 services to authorized 9-1-1 authorities, governmental entities, and quasi-governmental entities. Applicant will potentially receive 9-1-1 calls that are TDM based into the 9-1-1 network and will convert them to IP for call delivery to the Public Safety Answering Point (PSAP). Because of this, the Applicant feels it is necessary to request a certificate of convenience and necessity to become a Competing Local Telecommunications Service Provider and for Interexchange service. As stated above, INdigital intends to establish connections to existing 9-1-1 service providers to establish transfer capability between 9-1-1 jurisdictions that share borders with the State of Alabama. INdigital may in the future offer E9-1-1 or NG9-1-1 service in other areas of Tennessee based on customer demand. INdigital does not intend to offer local residential or business dial tone service at this time.

7. Repair and Maintenance:

INdigital provides customers with a toll-free number (877) 469-2010 which is available 24x7x365 to call for service and/or repair. In addition, customers may contact the company in writing at the headquarters address, as well as via email at info@indigital.net. Customers may also contact the company through its website: www.indigital.net.

INdigital's trouble reporting system functions as a full-service help desk at our Quality Resolution Center (QRC). The Quality Resolution Center allows Customers to open, update, or close a trouble ticket using email, INdigital's website or toll-free number to speak with a QRC technician. The QRC and ticketing system is continuously available, and staff will monitor and respond to trouble tickets 24x7x365. QRC technicians diagnose problems and work them to a resolution. Customers will have secured logins via web browser.

8. Small and Minority-Owned Telecommunications Business Participation Plan: (65-5-112):

Please see **Exhibit H**.

9. Toll Dialing Parity Plan:

INdigital does not intend to provide dial tone services or toll services at this time. INdigital will submit a Toll Dialing Parity Plan if the Company decides to offer these services at a future time.

10. 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. See **Exhibit I** for the list.

11. Numbering Issues:

INdigital does not intend to offer local dial tone services in Tennessee at this time and therefore does not have an expected demand for NXXs within the State of Tennessee.

12. Tennessee Specific Operational Issues:

INdigital does not intend to provide local dial tone or long-distance services in Tennessee but will comply with all TCA rules and requirements should the Company determine it will provide local dial tone services or long-distance services in the future. INdigital does not intend to telemarket its services in Tennessee.

Please contact the following employee for resolving any customer complaints or issues:

Deborah Prather
Director Regulatory Affairs
INdigital
1616 Directors Row
Fort Wayne, IN 46808
Email: dprather@indigital.net
Tel: 260-469-2010

13. Miscellaneous:

A. Sworn Pre-filed testimony: **Exhibit J**.

B. Applicant does not require customer deposits.

C. Currently, INdigital has not been subject to complaints in any of the state in which we are doing business.

D. A copy of our draft tariff is enclosed as **Exhibit K**.

CONCLUSION:

INdigital respectfully requests that the TRA enter an order granting it a certificate of convenience and necessity to operate as a competing telecommunications service provider and authority to provide a full range of local exchange on a facilities-based and resale basis throughout the State of Tennessee in the service areas of Bell South, Frontier and Sprint and any other ILEC that does not enjoy a rural exemption under Section 251 (f) of the Telecommunications Act of 1996. For the reasons stated above, INdigital's provision of these services would promote the public interest by providing high-quality service at competitive prices and by creating greater economic incentives for the development and improvement for all competing providers.

Respectfully submitted this ____ day of _____, _____.

Counsel for INdigital

TENNESSEE REGULATORY AUTHORITY

TENNESSEE TELECOMMUNICATIONS SERVICE PROVIDER'S SURETY BOND

Bond #: 106682633

WHEREAS, Communications Venture Corporation dba INdigital Telecom (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, Travelers Casualty and Surety Company of America (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 10th day of March, 2017, 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

Name of Company authorized by the TRA

Company ID # as assigned by TRA

SIGNATURE OF PRINCIPAL

Name:
Title:

SURETY

Travelers Casualty and Surety Company of America

Name of Surety

City of Hartford, Connecticut

Address of Surety

SIGNATURE OF SURETY AGENT

Name: Marilyn A. Blake
Title: Attorney-in-Fact

Address of Surety Agent:
Telcom Insurance Group
6301 Ivy Lane, Suite #506
Greenbelt, MD 20770

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

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF TENNESSEE

COUNTY OF _____

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

WITNESS my hand and seal this _____ day of _____, 20____.

My Commission Expires:

_____, 20____

Notary Public

ACKNOWLEDGMENT OF SURETY

STATE OF MARYLAND

COUNTY OF Prince Georges County

Before me, a Notary Public of the State and County aforesaid, personally appeared Marilyn A. Blake with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on behalf of Travelers Casualty & Surety of America, 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 10th day of March, 2017.

My Commission Expires:

June 15, 2020

Notary Public

APPROVAL AND INDORSEMENT

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

Name:

Title:

EXHIBIT H

SMALL AND MINORITY-OWNED TELECOMMUNICATIONS

BUSINESS PARTICIPATION PLAN

COMMUNICATIONS VENTURE CORPORATION

D/B/A INDIGITAL

**Communications Venture Corporation d/b/a INdigital Small and Minority-Owned
Telecommunications Business Participation Plan**

Pursuant to T.C.A. §65-5-112, as amended, Communications Venture Corporation d/b/a INdigital (“INdigital”) submits this small and minority-owned Telecommunications business participation plan (the “Plan”) along with its Application for a Certificate of Public Convenience and Necessity to provide competing intrastate and local exchange services in Tennessee.

I. PURPOSE

The purpose of §65-5-112 is to provide opportunities for small and minority-owned businesses to provide goods and services to Telecommunications service providers. INdigital is committed to the goals of §65-5-112 and to taking steps to support the participation of small and minority-owned Telecommunications businesses in the Telecommunications industry. INdigital will endeavor to provide opportunities for small and minority-owned Telecommunications businesses to compete for contracts and subcontracts for goods and services. As part of its procurement process, INdigital will make efforts to identify and inform minority-owned and small businesses that are qualified and capable of providing goods and services to INdigital of such opportunities. INdigital;s representatives will be contacting the Department of Economic and Community Development, the administrator of the small and minority-owned Telecommunications assistance program, to obtain a list of qualified vendors. Moreover, INdigital will seek to increase awareness of such opportunities so that companies not otherwise identified will have sufficient information to participate in the procurement process.

SMALL AND MINORITY-OWNED TELECOMMUNICATIONS

BUSINESS PARTICIPATION PLAN

II. DEFINITIONS

As defined in §65-5-112.

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

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

III. ADMINISTRATION

INdigital's Plan will be overseen and administered by INdigital's Director of Human Resources, who will be responsible for carrying out and promoting INdigital's full efforts to provide equal opportunities for small and minority-owned businesses.

The following is INdigital's Human Resources Director's contact information:

Samara Kendrich
Director Human Resources
INdigital
1616 Directors Row

Fort Wayne, IN 46808
Tel: 260-469-2010
skendrich@indigital.net

The Human Resources Director will be responsible for:

- (1) Maintaining an updated Plan in full compliance with §65-5-112 and the rules and orders of the Tennessee Regulatory Authority.
- (2) Establishing and developing policies and procedures necessary for the successful implementation plan.
- (3) Preparing and submitting such forms as may be required by the Tennessee Regulatory Authority, including the filing of required annual updates.
- (4) Serving as the primary liaison to and cooperate with the Tennessee Regulatory Authority, other agencies of the State of Tennessee, and small and minority-owned businesses to locate and use qualified small and minority-owned 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 Regulatory Authority.
- (7) Establishing a record-keeping system to track qualified small and minority-owned businesses and efforts to use such businesses.
- (8) Providing information and educational activities to persons within INdigital 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 Director of Human Resources duties above. Additional efforts to provide opportunities to small and minority-owned businesses will include

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

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

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

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

INdigital

By: _____
Jon Whirledge
Chief Financial Officer

Dated: _____, _____.

EXHIBIT I
COMMUNICATIONS VENTURE CORPORATION
D/B/A INDIGITAL
NOTIFICATION LETTER TO ILECS

**BEFORE THE
TENNESSEE PUBLIC UTILITY COMMISSION**

IN THE MATTER OF THE APPLICATION)
OF COMMUNICATIONS VENTURE CORPORATION)
D/B/A INDIGITAL FOR A CERTIFICATE TO)
PROVIDE COMPETING LOCAL)
TELECOMMUNICATIONS SERVICES)

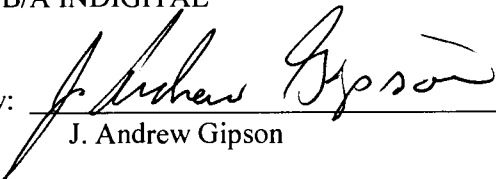
NOTICE OF FILING

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 August 1, 2018, Communications Venture Corporation d/b/a INdigital, filed an Application for a Certificate of Public Convenience and Necessity to Provide Competing Local Telecommunications Services.

This 1st day of August, 2018.

COMMUNICATIONS VENTURE CORPORATION
D/B/A INDIGITAL

By: _____
J. Andrew Gipson

Counsel for INdigital
J. Andrew Gipson, MS Bar #100792
Jones Walker LLP
190 East Capitol Street, Suite 800
Jackson, Mississippi 39201
Telephone: 601 949-4789
Facsimile: 601-709-8658

Incumbent Local Exchange Carriers (ILEC s)

ID	Company Name					
21	Ardmore Telephone Company	237 N. 8th Street		Mayfield	KY	42066-0000
1	BellSouth Telecommunications, LLC	333 Commerce Street	Suite 2106	Nashville	TN	37201-3300
14	CenturyTel of Adamsville	1100 3rd Avenue N.	Apt. 532	Nashville	TN	37208-0000
15	CenturyTel of Claiborne	1100 3rd Avenue N.	Apt. 532	Nashville	TN	37208-0000
17	CenturyTel of Ooltewah-Collegedale	1100 3rd Avenue N.	Apt. 532	Nashville	TN	37208-0000
13	Concord Telephone Exchange, Inc.	10025 Investment Drive	Suite 200	Knoxville	TN	37932-0000
16	Crockett Telephone Company	PO Box 24207	Attention Lisa Wigington	Jackson	MS	39225-0000
74668	Frontier Communications of Tennessee	300 Bland Street		Bluefield	WV	24701-0000
22	Humphreys County Telephone Company	10025 Investment Drive	Suite 200	Knoxville	TN	37932-0000
23	Loretto Telephone Company	P. O. Box 130		Loretto	TN	38469-0000
24	Millington Telephone Company, Inc.	PO Box 17040		Jonesboro	AR	72403-0000
18	Peoples Telephone Company	PO Box 24207	Attention Lisa Wigington	Jackson	MS	39225-0000
12	Tellico Telephone Company	10025 Investment Drive	Suite 200	Knoxville	TN	37932-0000
11	Tennessee Telephone Company	10025 Investment Drive	Suite 200	Knoxville	TN	37932-0000
25	United Telephone Company, Inc.	P. O. Box 38		Chapel Hill	TN	37034-0000
3	United Telephone Southeast, LLC	1101 3rd Avenue North	Apt. 532	Nashville	TN	37208-0000
19	West Tennessee Telephone Co.	PO Box 24207	Attention Lisa Wigington	Jackson	MS	39225-0000

EXHIBIT J
PRE-FILED TESTIMONY
BEFORE THE TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE

**APPLICATION OF COMMUNICATIONS
VENTURE CORPORATION D/B/A INDIGITAL
FOR A CERTIFICATE TO PROVIDE COMPETING
LOCAL TELEPHONE SERVICES**

PRE-FILED TESTIMONY OF DEBORAH PRATHER

I, Deborah Prather, do hereby testify as follows in support of the application of Communications Venture Corporation d/b/a INdigital (“INdigital”) for a Certificate of convenience and necessity as a competing telecommunications services provider to provide telecommunication services throughout the State of Tennessee.

Q: Does INdigital plan to offer local exchange telecommunications services in areas served by any incumbent local exchange telephone company with fewer than 100,000 total access lines?

A: INdigital plans to offer Enhanced 9-1-1 (“E9-1-1”) services and Next Generation (“NG9-1-1”) services to authorized 9-1-1 authorities, governmental entities, and quasi-governmental entities. INdigital will potentially receive 9-1-1 calls that are TDM based into the 9-1-1 network and will convert them to IP for call delivery to the Public Safety Answering Point (PSAP). Because of this, the Applicant feels it is necessary to request a certificate of convenience and necessity for a Competing Local Telecommunications Service Provider including Interexchange service. Initially, INdigital intends to establish connections to existing 9-1-1 service providers to establish transfer capability between 9-1-1 jurisdictions that share borders with the State of Alabama. INdigital provides the statewide 9-1-1 network to the State of Alabama. INdigital may in the future offer E9-1-1 or NG9-1-1 service in other areas of Tennessee based on customer demand. INdigital does not intend to offer local residential or business dial tone services at this time.

Q: Will granting of a certificate of convenience and necessity to INdigital serve the public interest?

EXHIBIT 1: PRE-FILED TESTIMONY CONTINUED.

A: Yes. Granting a certificate of convenience and necessity to INdigital will serve the public interest by improving 9-1-1 services to Tennessee residents. Currently, wireless 9-1-1 callers that are traveling between Tennessee and Alabama will only have their location information appear at the Public Safety Answering Point ("PSAP") that initially received the call. Currently, location information and other details related to the 9-1-1 call must be relayed between 9-1-1 call takers, in most cases verbally. By granting the certificate of convenience, INdigital will inter-connect the Alabama 9-1-1 network with the Tennessee 9-1-1 network which will allow 9-1-1 calls to be transferred with location and other information related to the 9-1-1 calls between PSAPs that border each other on the Tennessee and Alabama state line. This will allow all information to be transferred with the caller to the appropriate PSAP call taker and 9-1-1 call taking equipment, reducing the time it takes to determine and dispatch public safety responders to the location where the emergency is taking place.

Q: Does INdigital intend to comply with all TRA rules, statutes, and orders pertaining to the provision of telecommunications services in Tennessee, including those for disconnection and reconnection of service?

A. Yes. INdigital intends to comply with all TRA rules, statutes, and orders pertaining to the provision of telecommunications services in Tennessee, including those for disconnection and reconnection of service.

Q: Has any state ever denied INdigital or one of its affiliates authorization to provide intrastate service?

A: No. No state has denied INdigital or one of its affiliates authorization to provide intrastate service.

Q: Has any state ever revoked the certification of INdigital or one of its affiliates?

A: No. No state has ever revoked the certification of INdigital or one of its affiliates.

Q: Has INdigital or one of its affiliates ever been investigated or sanctioned by any regulatory authority for service or billing irregularities?

A: No. INdigital has never been investigated or sanctioned by any regulatory authority for service or billing irregularities.

Q: Who is knowledgeable about INdigital's operations and will serve as INdigital's regulatory and customer service contact?

EXHIBIT 1: PRE-FILED TESTIMONY CONTINUED

A: All of our senior management team is knowledgeable about INdigital's operations. The regulatory and customer service contact is:

Deborah Prather
Director Regulatory Affairs
INdigital
1616 Directors Row
Fort Wayne, IN 46808
Tel: 877-469-2010
Email: dprather@indigital.net

Q: Please explain in detail INdigital's proposed procedures for responding to information requests from the TRA and its staff.

A: Information requests regarding this application should be directed to INdigital's legal representative:

J. Andrew Gipson
Jones Walker LLP
190 E Capitol St, Ste 800
Jackson, MS 39201
T: 601.949.4900
www.joneswalker.com

INdigital will respond promptly in writing and/or verbally if requested to any information requests from TRA and its staff. Other information requests not related to this application can be directed to the following:

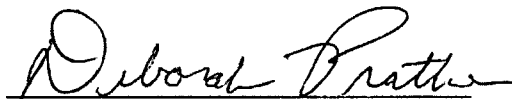
Deborah Prather
Director Regulatory Affairs
INdigital
Tel: 260-469-2010
Cell: 260-402-3718
Email: dprather@indigital.net

EXHIBIT 1: PREFILED TESTIMONY CONTINUED

Q: Does this conclude your testimony?

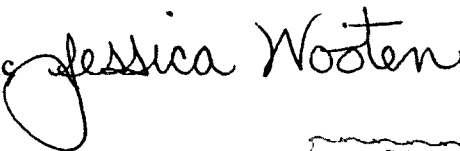
A: Yes. This concludes my testimony.

I swear that the foregoing testimony is true and correct to the best of my knowledge.

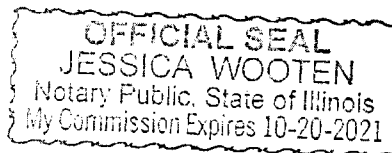


Deborah Prather
Director Regulatory Affairs
INdigital
1616 Directors Row
Fort Wayne, Indiana 46808

Respectfully submitted this 20th day of July, 2018.

Notary Public 

State of Illinois



County of Cumberland

My commission expires 10-20-2021.

EXHIBIT K
COMMUNICATIONS VENTURE CORPORATION
D/B/A INDIGITAL
DRAFT TARIFF

TENNESSEE
TELECOMMUNICATIONS
TARIFF NO. 1
FOR
Communications Venture Corporation d/b/a INdigital
1616 Director's Row
Fort Wayne, IN 46808

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of emergency telecommunications services provided by Communications Venture Corporation d/b/a INdigital. This tariff is on file with the TENNESSEE Regulatory Authority, and copies may be inspected, during normal business hours, at the principal place of business of Communications Venture Corporation d/b/a INdigital, at the above-listed address. The tariff is also available online at www.indigital.net/tariff

Issued under authority of the TENNESSEE Regulatory Authority in order dated
Issued: Effective:

Issued by: Mark Grady, C.E.O.
1616 Directors Row
Fort Wayne, IN 46808

TABLE OF CONTENTS

The TITLE Sheet through Section 7, Sheet 2 inclusive of the tariff is effective as of the date shown on an individual sheet. Original and revised Sheets, as named below, comprise all changes from the original Tariff in effect on the date indicated.

SECTION	SHEET	REVISION	EFFECTIVE DATE
Title Sheet	Title Sheet	Original	
<u>PREFACE</u>			
Table of Contents	1	Original	
Explanation of Symbols	2	Original	
Tariff Format	2	Original	
<u>SECTION 1</u>			
Definitions	1-6	Original	
<u>SECTION 2</u>			
Regulations	1-24	Original	
<u>SECTION 3</u>			
Service Areas	1	Original	
<u>SECTION 4</u>			
Service Charges and Surcharges	1	Original	
<u>SECTION 5</u>			
Emergency Services	1-12	Original	
<u>SECTION 6</u>			
Special Arrangements	1-5	Original	
<u>SECTION 7</u>			
Emergency System Listing Extract	1-2	Original	

Issued under authority of the TENNESSEE Regulatory Authority in order dated
Issued: Effective:

Issued by: Mark Grady, C.E.O.
1616 Directors Row
Fort Wayne, IN 46808

EXPLANATION OF SYMBOLS

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

- (I) Increase in rates
- (D) Decrease in rates
- (N) New rate or regulation
- (O) Omission
- (C) Change in text
- (T) Temporary rates and/or surcharges

TARIFF FORMAT

- A. Section Numbering** - Section numbers appear in the upper right corner of the Sheet. Sections are numbered sequentially; however, new sections are occasionally added to the tariff. When a new section is added between sections already in effect, a decimal is added. For example, a new section added between Sections 2 and 3 would be 2.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each Sheet. These numbers are used to determine the most current Sheet version on file with the TRA. For example, the 4th Revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc., the most current Sheet number on file with the TRA is not always the tariff Sheet in effect. Consult the Table of Contents for the Sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

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

Issued under authority of the TENNESSEE Regulatory Authority in order dated
Issued: Effective:

Issued by: Mark Grady, C.E.O.
1616 Directors Row
Fort Wayne, IN 46808

SECTION 1 – DEFINITIONS

9-1-1 - A three-digit telephone number used to report an emergency situation requiring a response by a public agency such as a fire department or police department.

9-1-1 Failure or Outage - A situation where 9-1-1 calls cannot be transported to the public agency responsible for answering 9-1-1 calls (usually a PSAP).

9-1-1 Service Provider - The entity responsible for establishing and overseeing the functions necessary to accept 9-1-1 calls placed by callers and delivering the 9-1-1 calls to PSAPs, using appropriate routing logic and delivering emergency response information such as ANI and ALI.

Access Line - The telecommunications line that connects a Local Exchange Carrier, or other Common Carrier, to the Local Exchange Carrier's customer location.

ALI Database - A system of manual procedures and computer programs used to create, store and update ALI information.

Authorized User - A person, firm or corporation authorized by the Customer or Joint User to be connected to the service of the Customer or Joint User, respectively. An Authorized User must be specifically named in the application for service.

Automatic Number Identification (ANI) - A type of signaling provided by a Local Exchange Carrier that automatically identifies the local exchange line from which a call originates.

Automatic Location Identification (ALI) - The automatic display, on equipment at the PSAP, of the location of the caller's telephone number, the address for the telephone, including non-listed and non-published numbers and addresses, and other information about the caller's location

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

Call Bridging - The act of adding an additional party to an existing call; i.e., the creation of another leg on an existing call to include an additional party. With Call Bridging, the party adding the additional party remains connected to the call after the additional party is added.

Call Transfer - The act of adding an additional party to an existing call; the creating of another leg on an existing call to include an additional party. With Call Transfer, the party adding the additional party may disconnect before the additional party answers.

SECTION 1-DEFINITIONS (CONT'D.)

Central Office (CO) or End Office (EO) - A switching unit providing telecommunication services to the public, designed for terminating and interconnecting lines and trunks. The term "End Office" and "Central Office" are used interchangeably in this tariff. More than one CO or EO may be located in the same building.

Common Carrier - An authorized company or entity providing telecommunications services to the public.

Company - Whenever used in this tariff, "Company" refers to INdigital, unless otherwise specified or clearly indicated by the context.

Customer - A person, partnership, firm, municipality, cooperative organization, corporation, or governmental agency furnished communications service by the Company under the provisions and regulations of this tariff and who is responsible for paying the communication service bills and for complying with applicable rules and regulations of the Company.

Customer Premises - A location designated by the Customer for the purposes of connecting to the Company's services.

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

E9-1-1 - Enhanced 9-1-1.

E9-1-1 Emergency Service - A telecommunications service that uses ANI, ALI (including non-listed and non-published numbers and addresses), Selective Routing, and the three-digit number "9-1-1," for reporting police, fire, medical, or other emergency situations to a PSAP for referral to a public safety agency. As used in this tariff, E9-1-1 Emergency Service does not include discretionary equipment purchased, or contracted for that is not essential to the provision of E9-1-1 Emergency Service.

Issued under authority of the TENNESSEE Regulatory Authority in order dated
Issued: Effective:

Issued by: Mark Grady, C.E.O.
1616 Directors Row
Fort Wayne, IN 46808

SECTION 1 - DEFINITIONS (CONT'D.)

ANI data link - A network connection from an E9-1-1 Selective Routing Tandem capable of transmitting the ANI associated with the caller's local exchange line. The ANI data link is between an E9-1-1 Selective Routing Tandem and a PSAP.

E9-1-1 Selective Router Trunk – A trunk from an E9-1-1 Selective Routing Tandem which transmits the voice portion of a call for service to a PSAP. The E9-1-1 Selective Router Trunk may be between an E9-1-1 Selective Routing Tandem and a PSAP or between E9-1-1 Selective Routing Tandems. The latter configuration is also known as an inter Selective Router Trunk.

E9-1-1 Tandem or E9-1-1 Selective Routing Tandem -The switch that provides the routing and switching of 9-1-1 calls. The E9-1-1 Tandem controls delivery of the call with ANI to the PSAP and provides Selective Routing, speed calling, selective transfer, fixed transfer, and certain maintenance functions for each PSAP.

E9-1-1 Trunks -The trunks that connect from the End Office serving the individual telephone that originates a 9-1-1 call to the E9-1-1 Selective Routing Tandem.

Emergency Service Number (ESN) - An ESN is a number, typically three to five digits in length, that maps to a primary 9-1-1 call handler (usually a PSAP), and a set of emergency service agencies (e.g., law enforcement, fire, emergency medical service) that serve a specific range of addresses within a particular geographical area, or Emergency Service Zone (ESZ).

End User - The Person or entity that subscribes to (subscriber of record) and/or uses the telecommunications services provided by the Company.

Facilities - Central Office equipment, supplemental equipment, apparatus, wiring, cables (outside plant) and other material and mechanisms necessary to or furnished in connection with the services of the Company.

Governing Authority - The governing body of a state, county, city, city and county, town, or other governing body (e.g., the board of directors of a special district.) that oversees the 9-1-1 Service Provider(s) within the Governing Authority's jurisdiction.

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day.

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

Internet Protocol (IP) - A data-oriented protocol used for communicating data across a packet-switched network. IP is a network layer protocol in the Internet Protocol suite and is encapsulated in a data link layer protocol (e.g., Ethernet). As a lower layer protocol, IP provides addressing and packet delivery amongst computers.

Issued under authority of the TENNESSEE Regulatory Authority in order dated

Issued:

Effective:

Issued by: Mark Grady, C.E.O.
1616 Directors Row
Fort Wayne, IN 46808

SECTION 1-DEFINITIONS (CONT'D.)

INdigital - INdigital, issuer of this tariff.

Joint User - A person, firm or corporation designated by the Customer as an End User of service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

Local Exchange Carrier (LEC) - Refers to any person, corporation or entity that pursuant to the statutes and rules of the State of TENNESSEE and the TRA and is authorized to provide telecommunications Local Exchange Services on a resale or facilities basis.

Local Exchange Service - Refers to local service that allows a subscriber to complete calls through facilities provided for intercommunications to other telephones within a specified area without payment of toll charges. This service also provides access to and from the telecommunication network for long distance calling.

Master Street Address Guide (MSAG) - A database of street names and house number ranges within their associated communities that defines ESZs and associated ESNs to enable proper routing of E9-1-1 calls.

Mbps - Megabits per second (millions of bits per second).

National Emergency Number Association (NENA) - An international not-for-profit organization whose purpose is to lead, assist, and provide for the development, availability, implementation and enhancement of a universal emergency telephone number or system common to all jurisdictions through research, planning, publications, training and education.

Nonrecurring Charge (NRC) - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

Person - Any individual, firm, partnership, co-partnership, limited partnership, joint venture, association, cooperative organization, limited liability corporation, corporation (municipal or private and whether organized for profit or not), governmental agency, state, county, political subdivision, state department, commission, board, or bureau, fraternal organization, nonprofit organization, estate, trust, business or common law trust, receiver, assignee for the benefit of creditors, trustee, or trustee in bankruptcy or any other service user.

Premises - All the space in the same building that a Customer has the right of occupancy to the exclusion of others or shares the right of occupancy with others; and all space in different buildings on continuous property, provided such buildings are occupied solely by one Customer. Foyers, hallways, and other space provided for use of all occupants are considered the premises of the Customer.

Issued under authority of the TENNESSEE Regulatory Authority in order dated

Issued:

Effective:

Issued by: Mark Grady, C.E.O.
1616 Directors Row
Fort Wayne, IN 46808

SECTION 1 - DEFINITIONS (CONT'D.)

Private Branch Exchange (PBX) - An arrangement that comprises manual and/or automatic common equipment, wiring and station apparatus, and which provides for interconnection of main station lines associated with an attendant position and/or common equipment located on the Customer's Premises or extended to another Premises of the same Customer.

Pseudo Automatic Number Identification (pANI) – Also known as an ESRK (Emergency Service Routing Key) or ESQK (Emergency Service Query Key). A 10 digit number used in place of the actual ANI, and which is used to query routing and ALI databases specifically for Nomadic or mobile device location information. pANI's are generally associated with Wireless or VoIP services.

Public Agency - Any state, county, city, city and county, town, municipal corporation, public district, or other public authority located in whole or in part within the state of TENNESSEE that provides or has the authority to provide firefighting, law enforcement, ambulance, emergency medical, or other emergency services.

Public Emergency - The presence of actual or imminent conditions that are either an immediate danger to the health or safety of people, or a likelihood of severe irreparable damage to property.

Public Safety Answering Point (PSAP) - A facility equipped and staffed to receive 9-1-1 calls originating in a given area. A PSAP may be designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis only. PSAPs are staffed by and operate under the direction of the Governing Authority and are responsible to direct the disposition of 9-1-1 calls.

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

Reseller of Local Exchange Service (Reseller) - For the purpose of this tariff, a Reseller of Local Exchange Service is providing Local Exchange Service.

Selective Routing - The routing of a 9-1-1 call from an E9-1-1 Selective Router Tandem to the appropriate PSAP based upon the ANI or pANI associated with the caller dialing 9-1-1.

Service Commencement Date - The first day following the date that 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 that does not conform to standards set forth in the Service Order Agreement or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

SECTION 1 - DEFINITIONS (CONT'D.)

Service Interruption - The inability to complete calls due to equipment malfunctions or human errors. Service Interruption shall not include service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Service Interruption include the failure of any service or facilities provided by a Common Carrier or other entity other than the Company.

Service Order Agreement - The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Agreement form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Shared Facility - A facility or equipment system or subsystem that can be used simultaneously by several Customers.

TDD/Text Phone - A telecommunications device for use by hearing or speech impaired persons that employs graphic communication in the transmission of coded signals through a wire or radio communication system.

Telecommunications Device for the Deaf (TDD)/Text Phone Emergency Access - Provides 9-1-1 access to individuals that use TDD/Text Phones and computer modems.

Telecommunications Relay Service (TRS) - These services provide the ability for hearing or speech impaired individuals to communicate, by wire or radio, with a hearing individual in a manner that is functionally equivalent to communication by an individual without a hearing or speech impairment. This definition includes telecommunication relay services that enable two-way communications between an individual who uses a TDD or other non-voice terminal device and an individual who does not use such a device.

TRA – TENNESSEE Regulatory Authority

Voice over Internet Protocol (VoIP) - VoIP describes voice calls that are transmitted, in whole or in part via a data network using Internet protocol.

Issued under authority of the TENNESSEE Regulatory Authority in order dated

Issued:

Effective:

Issued by: Mark Grady, C.E.O.
1616 Directors Row
Fort Wayne, IN 46808

SECTION 2 – REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service to Customers pursuant to the terms of this tariff in connection with one-way and/or two-way transmission between points within the State of TENNESSEE.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.

2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

2.1.3 Terms and Conditions

- A. **Application of Tariff** - Applications for establishment of service must be made to the Company in writing. These applications become contracts upon approval by the Company and the Customer or the establishment of the service, and shall be subject at all times to the lawful rates, charges and regulations of the Company.
- B. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this tariff until the indebtedness is satisfied.

SECTION 2 – REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.3 Terms and Conditions (Cont'd.)

- C. **Minimum Period** - Service is provided on month-to-month or on a term agreement basis. The minimum term period is one (1) year unless otherwise specified in this tariff or mutually agreed upon by contract. Penalties may apply for early termination of the term agreement.
- D. **Continuation of Service** - Except as otherwise stated in this tariff or an Agreement for Services, at the expiration of the initial term specified in each Service Order Agreement, or in any extension thereof, service shall be renewed automatically for a one (1) year term, unless the Customer provides notice of intent not to renew such agreement at least 60 days prior to the end of the initial or any additional term. Termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order Agreement and this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the Service Order Agreement shall survive such termination.
- E. This tariff shall be interpreted and governed by the laws of the state of TENNESSEE regardless of its choice of laws provision.

SECTION 2 – REGULATIONS (CONT'D.)**2.1 Undertaking of the Company (Cont'd.)****2.1.4 Liability of the Company**

- A.** The Company, its affiliates, directors, officers, employees, assignees and/or successors, shall not be liable to a Customer or third party for any personal injury or death and/or any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, and/or loss of enjoyment of life and/or emotional distress damages for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service. Company's services are offered solely to assist Customer in providing E9-1-1 Emergency Service in conjunction with applicable fire, police, and other public safety agencies. By obligation, direct or indirect, to any third party other than Company, Company shall not be liable for civil damages, whether in contract, tort or otherwise, to any person, corporation, or other entity for any loss or damage caused by any Company act or omission in the design, development, maintenance, or provision of the Company's 9-1-1 Services other than an act or omission constituting gross negligence or wanton or willful misconduct.
- B.** The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

SECTION 2 – REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

C. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:

- .1 Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers.
- .2 Any delay or failure of performance or equipment due to causes beyond the Company control, including but not limited to, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stop Sheets or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; any law, order, regulation or other action of any governing authority or agency thereof.
- .3 Any unlawful or unauthorized use of Company facilities and services;
- .4 Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
- .5 Breaches in the privacy or security of communications transmitted over Company facilities;

Issued under authority of the TENNESSEE Regulatory Authority in order dated
Issued: Effective:

Issued by: Mark Grady, C.E.O.
1616 Directors Row
Fort Wayne, IN 46808

SECTION 2 – REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

C. (Cont'd.)

- .6** Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company liability is limited as set forth in paragraph A of this Subsection 2.1.4.
- .7** Defacement of or damage to Customer Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof;
- .8** Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to Company facilities;
- .9** Any non-completion of calls due to network busy conditions;
- .10** Any calls not actually attempted to be completed during any period that service is unavailable;
- .11** And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of Company services or facilities.

Issued under authority of the TENNESSEE Regulatory Authority in order dated
Issued: Effective:

Issued by: Mark Grady, C.E.O.
1616 Directors Row
Fort Wayne, IN 46808

SECTION 2 – REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

- D.** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- E.** THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- F.** Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.
- G.** Approval of limitation of liability language by the TRA does not constitute a determination by the TRA that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the TRA merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

SECTION 2 - REGULATIONS (CONT'D.)**2.1 Undertaking of the Company (Cont'd.)****2.1.5 Notification of Service Affecting Activities**

The Company will comply with the TRA's rules and regulations regarding notification of service affecting activities.

2.1.6 Provision of Equipment and Facilities

- A.** The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain and maintain suitable rights and facilities, and to provide for the installation of those facilities required to the furnishing and maintenance of that service. At the option of the Company, in managing its facilities, certain regular service restrictions may be temporarily imposed at locations where new or additional facilities being constructed are not readily available to meet service demands.
- B.** The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff.
- C.** The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- D.** The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- E.** Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
- F.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.6 Provision of Equipment and Facilities

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

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

2.1.7 Non-routine Installation

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

SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.8 Special Construction

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

- A.** where facilities are not presently available;
- B.** of a type other than that which the Company would normally utilize in the furnishing of its services;
- C.** over a route other than that which the Company would normally utilize in the furnishing of its services;
- D.** in a quantity greater than that which the Company would normally construct;
- E.** on an expedited basis;
- F.** on a temporary basis until permanent facilities are available;
- G.** involving abnormal costs; or
- H.** in advance of its normal construction.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

SECTION 2 - REGULATIONS (CONT'D.)**2.2 Prohibited Uses**

- 2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and TRA regulations, policies, orders, and decisions.
- 2.2.3** The Company may block any signals being transmitted over the Company's network by Customers that cause interference to the Company or other End Users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.3** The Company may block any signals being transmitted over the Company's network by Customers that cause interference to the Company or other End Users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4** 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 communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and Nonrecurring Charges for installation as stated in this tariff or the Agreement for Services may apply.

Issued under authority of the TENNESSEE Regulatory Authority in order dated

Issued:

Effective:

Issued by: Mark Grady, C.E.O.
1616 Directors Row
Fort Wayne, IN 46808

SECTION 2 - REGULATIONS (CONT'D.)

2.3 Obligations of the Customer

2.3.1 General

The Customer is responsible for making proper application for service; placing any necessary order, and entering into an Agreement for Services with the Company; complying with the Agreement for Services and tariff regulations; and payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- A. the payment of all applicable charges pursuant to this tariff;
- B. damage to or loss of Company facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the Premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of communications cable and associated equipment used to provide services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service and entering into an Agreement for Services with the Customer.

SECTION 2 - REGULATIONS (CONT'D.)**2.3 Obligations of the Customer (Cont'd.)****2.3.1 General (Cont'd.)**

- E.** providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises where Company employees and agents shall be installing or maintaining Company facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
- F.** complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible under Section 2.3 .1.D.; and granting or obtaining permission for Company agents or employees to enter the Premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G.** not creating, or allowing to be placed, any liens or other encumbrances on Company equipment or facilities.

SECTION 2 - REGULATIONS (CONT'D.)**2.3 Obligations of the Customer (Cont'd.)****2.3.2 Liability of the Customer**

- A.** The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B.** To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this tariff, any other tariff of the Company, or with the Agreement for Services, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C.** The Customer shall not assert any claim against any other Customer or End User of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff or the Agreement for Services including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or End User contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or End User and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

SECTION 2 - REGULATIONS (CONT'D.)**2.4 Customer Equipment and Channels****2.4.1 General**

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

2.4.2 Station Equipment

- A. Terminal equipment on the Customer's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Network Interface Device.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to Company employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

2.4.3 Network Interface Device (NID)

The Network Interface Device (NID) permits access to the Company's network. All wiring on the Customer's Premises that is connected to the Company's network shall connect to the network through the Company-provided NID. Any necessary maintenance, repair, or upgrade work to the NID shall be the responsibility of only the Company. The Company will make the decision whether to place the NID inside or outside the Customer Premises. In the event that the Customer requests that the NID be placed in a location other than the location selected by the Company, any additional cost to the Company will be charged to the Customer. Additionally, the Customer shall be responsible for wiring on the Customer's Premises that is not provided by the Company that is connected to the NID.

SECTION 2 - REGULATIONS (CONT'D.)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.4 Interconnection of Facilities

- A.** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications services and the channels, facilities or equipment of others shall be provided at the Customer's expense.
- B.** Communications services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of other communications carriers that are applicable to such connections.
- C.** Facilities furnished under this tariff or the Agreement for Services may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all End User-provided wiring shall be installed and maintained in compliance with those regulations.
- D.** Customers may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff or the Agreement for Services only to the extent that the End User, for purposes of this subsection 2.4.4.D only, is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

SECTION 2 - REGULATIONS (CONT'D.)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.5 Inspections

- A.** Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B.** If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

SECTION 2 - REGULATIONS (CONT'D.)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

- A. The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions.
- B. Municipal excise taxes are billed as separate line items and are not included in the quoted rates for service. These items are not included in the quoted rates for service.

2.5.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other Authorized Users for services and facilities furnished to the Customer by the Company.

- A. Non-usage sensitive charges will be billed monthly, in advance of the use of the service, and are due within thirty (30) days of the invoice date.
- B. Usage-sensitive charges, if any, will be billed monthly, after the service has been rendered, and are due within thirty (30) days of the invoice date.
- C. Customers will only be charged once for any Nonrecurring Charge.
- D. Upon termination of service, the Customer's final invoice (bill) will be rendered with the next bill cycle.

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.2 Billing and Collection of Charges (Cont'd.)

- E.** Billing of the Customer by the Company will begin on the first day following the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use.
- F.** Late Payment Fee. If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5%.

Issued under authority of the TENNESSEE Regulatory Authority in order dated
Issued: Effective:

Issued by: Mark Grady, C.E.O.
1616 Directors Row
Fort Wayne, IN 46808

SECTION 2 - REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.3 Disputed Bills

- A.** In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company will require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. Adjustments or credits for billing errors may be made to the known date of the error or for a period of one year, whichever is shorter.
- B.** Unless disputed, the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may contact the TENNESSEE Regulatory Authority to file a formal written complaint.
- C.** If a customer files a formal complaint with the TRA, then the Company may require the Customer to pay an amount equal to the part of the bill that is not in dispute.
- D.** The amount that is not in dispute shall be mutually determined by the Company and the Customer.
- E.** If the Company and the Customer are unable to mutually determine the amount that is not in dispute, then the Company may require the Customer to pay up to 50% of the amount that is in dispute.

Issued under authority of the TENNESSEE Regulatory Authority in order dated

Issued:

Effective:

Issued by: Mark Grady, C.E.O.
1616 Directors Row
Fort Wayne, IN 46808

SECTION 2 - REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.4 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.5.5 Cancellations and Deferments

When the Company advises a Customer that ordered services are available on the requested due date, and the Customer is unable or unwilling to accept service at that time, the facilities will be held available for the Customer for a thirty (30) business day grace period. If after thirty (30) business days the Customer still has not accepted service, regular monthly billing for the ordered services may begin, or the facilities will be released for other service order activity, and cancellation charges, including Nonrecurring Charges that would have been applied had the service been installed, may be applied. These cancellation and deferment provisions apply to requests for all Company services.

2.6 THIS SECTION IS RESERVED FOR FUTURE USE

2.7 THIS SECTION IS RESERVED FOR FUTURE USE

SECTION 2 - REGULATIONS (CONT'D.)

2.8 Use of Customer's Service by Others

2.8.1 Joint Use Arrangements

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

Issued under authority of the TENNESSEE Regulatory Authority in order dated
Issued: Effective:

Issued by: Mark Grady, C.E.O.
1616 Directors Row
Fort Wayne, IN 46808

SECTION 2 - REGULATIONS (CONT'D.)**2.9 Cancellation of Service/Termination Liability**

Customers may cancel service orally or in writing, unless specified differently within a term agreement. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., that accrue through the end of the Customer's bill cycle, unless otherwise noted in the description of the service affected. If a Customer cancels a Service Order Agreement or terminates services before the completion of the term for any reason whatsoever other than a Service Interruption, the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable in accordance with Section 2.5.

2.9.1 Termination Liability

The Customer's termination liability for cancellation of term or contract service shall be equal to:

- A.** all unpaid Nonrecurring Charges, less any portion of the underlying cost of the Nonrecurring Charges not yet incurred by the Company in preparing to establish service for the Customer; plus
- B.** any disconnection, early cancellation or termination charges reasonably incurred and paid or owed to third parties by the Company on behalf of the Customer; plus
- C.** ninety percent (90%) of the Recurring Charge for the service under the term agreement, multiplied by the number of lines, multiplied by the months remaining in the term agreement.
- D.** Inclusion of early termination liability by the Company in this tariff or a contract does not constitute a determination by the TRA that the termination liability imposed by the Company is approved or sanctioned by the TRA. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

SECTION 2 - REGULATIONS, (CONT'D.)

2.10 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

2.10.1 to any subsidiary, parent company or affiliate of the Company; or

2.10.2 pursuant to any sale or transfer of substantially all the assets of the Company; or

2.10.3 pursuant to any financing, merger or reorganization of the Company.

Issued under authority of the TENNESSEE Regulatory Authority in order dated
Issued: Effective:

Issued by: Mark Grady, C.E.O.
1616 Directors Row
Fort Wayne, IN 46808

SECTION 2 - REGULATIONS (CONT'D.)**2.11 Notices and Communications**

- 2.11.1** The Customer shall designate on the Service Order Agreement the address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which Company bills for service shall be mailed.
- 2.11.2** The Company shall designate on the Service Order Agreement an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.11.3** Except as otherwise stated in this tariff or the Agreement for Services, all notices or other communications required to be given pursuant to this tariff or the Agreement for Services will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.11.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

Issued under authority of the TENNESSEE Regulatory Authority in order dated

Issued:

Effective:

Issued by: Mark Grady, C.E.O.
1616 Directors Row
Fort Wayne, IN 46808

SECTION 3 - SERVICE AREAS

3.1 Emergency Service Areas

Legal Descriptions and Maps

The Company hereby mirrors the Map and Legal Description of the exchanges by Incumbent Local Exchange Carriers identifying their service territory. Any future modifications to these exchange boundaries or legal descriptions of these boundaries will be automatically mirrored by the Company on a going forward basis.

Issued under authority of the TENNESSEE Regulatory Authority in order dated
Issued: Effective:

Issued by: Mark Grady, C.E.O.
1616 Directors Row
Fort Wayne, IN 46808

SECTION 4 - SERVICE CHARGES AND SURCHARGES

4.1 Service Order Agreements and Change Charges

4.1.1 General

Nonrecurring Charges apply to processing Service Orders Agreements for new service and for changes in service.

Moves, Changes, Additions - Applies to Customer-initiated request to move, change or make additions to existing service.

Record Order Change Charge - For Customer-initiated request involving changes in Company records.

4.1.2 Rates

Moves, changes of additions: ICB

Record Order Change Charge: \$50

Note: ICB charge will be determined based upon the specific quantity and requirements of the Customers' requested changes.

SECTION 5 - EMERGENCY SERVICES

5.1 9-1-1 Emergency Services

9-1-1 Emergency Services are telecommunications services that permit a Public Safety Answering Point (PSAP) to receive emergency calls placed by dialing the number 9-1-1 and/or emergency calls originated by any device capable of originating a voice or text based call to 9-1-1.

9-1-1 Emergency Services support interconnection to other telecommunications service providers for the purpose of receiving emergency calls originated in the other providers' networks. 9-1-1 Emergency Services include 9-1-1 Routing and Transfer Services that use a call management system to either directly perform the selective routing of an emergency call to the appropriate PSAP, or may be used to hand-off the call to a separate 9-1-1 Service Provider (possibly a legacy E9-1-1 Selective Router) for call completion to the appropriate PSAP. 9-1-1 Emergency Services also provide services of call bridging and post call activity reporting.

9-1-1 Emergency Services includes a comprehensive data management and delivery service.

9-1-1 ALI Services provide PSAPs more control over ALI data management accurate data and reporting. 9-1-1 ALI Services allow Customers to optimize their 9-1-1 operations. 9-1-1 ALI Services offers features such as "drill down" metric reporting capabilities for wireline, wireless, and VoIP 9-1-1 calls. The solution includes a web interface for data queries and MSAG management.

9-1-1 Emergency Services are offered subject to the availability of facilities. The Customer is the Governing Authority that is legally authorized to order service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

9-1-1 Emergency Services are only available under contract with a minimum term agreement of one (1) year.

SECTION 5 - EMERGENCY SERVICES (CONT'D.)

5.1 9-1-1 Emergency Services (Cont'd.)

5.1.1 9-1-1 Routing Service

9-1-1 Routing Service is a public safety grade, specialized managed network for processing 9-1-1 calls that allows the PSAP to accommodate new technologies while simultaneously enabling more control over 9-1-1 call routing operations. INdigital's solution utilizes a redundant, secure IP infrastructure. Facilities and nodes are geographically diverse and are equipped with physically redundant data communications and power equipment that allow for continuous operation and reliability. 9-1-1 Routing Service delivers emergency calls from both traditional and non-traditional voice networks. In addition to processing traditional TDM voice traffic, 9-1-1 Routing Service also provides IP based call processing capabilities.

INdigital 9-1-1 Routing facilitates interoperability and allows for specialized management of different call types. The Customer can designate, capture, and report on specific instructions for handling each of the following call types:

Wireline: Supports traditional wireline emergency calls originating from an end office, central office and/or enterprise PBX over standard based Centralized Automatic Message Accounting (CAMA), both analog and digital interfaces, SS7 and PRI interfaces.

Wireless: Supports delivery of wireless 9-1-1 calls to assigned PSAPs. Carriers having the capability to provide wireless handset ANI, cell site and sector and/or longitudinal and latitudinal (x,y) coordinates in the appropriate format, may connect directly to the 9-1-1 Routing Service.

VoIP: Supports delivery of VoIP emergency calls originating from a VoIP Service Provider. VoIP Service Providers capable of providing calls and data in the appropriate format can connect directly to the 9-1-1 Routing Service.

SECTION 5 - EMERGENCY SERVICES (CONT'D)**5.1 9-1-1 Emergency Services (Cont'd.)****5.1.2 9-1-1 Routing Service Features****A. Automatic Number Identification Delivery (ANI Delivery)**

ANI Delivery is the feature by which the telephone number or other related routing (pANI) number associated with an inbound 9-1-1 call is received by the Company's 9-1-1 Emergency Services equipment and passed on to the proper PSAP. The ANI or pANI is also used to determine the proper PSAP to receive the inbound call for service.

B. 9-1-1 Routing Options**Selective Routing**

The routing of a 9-1-1 call to the proper PSAP based upon the location of the caller. Selective Routing is typically accomplished by mapping the ANI or pANI to a physical location. Then associating that location to an ESN which represents the PSAP which serves that area. The ESN identifies the PSAP and possible alternative destinations for a call for service.

Trunk Only Routing

Inbound trunks, typically from a given telecommunications carrier, can be designated to route all calls to a given destination, usually a specific PSAP. If Trunk Only Routing is not specified the system will attempt to perform Selective Routing.

Default Routing

When an incoming 9-1-1 call cannot be selectively routed due to the reception of an ANI number that is either not stored in the selective router data base, unintelligible ANI or when no ANI number is passed, a predetermined call route will be chosen and the caller will be terminated to the PSAP based upon the incoming trunk facility the call is passed over.

PSAP Disaster Routing

If a situation arises where a PSAP must be closed or evacuated, this feature provides specific routing instructions for delivery of calls to back-up locations.

SECTION 5 - EMERGENCY SERVICES (CONT'D)**5.1 9-1-1 Emergency Services (Cont'd.)****5.1.2 9-1-1 Routing Service Features (Cont'd.)****C. 9-1-1 Transfer Options****E9-1-1 Transfer**

E9-1-1 transfer is a feature that enables a PSAP call taker to perform a supervised transfer of a 9-1-1 call to a secondary destination (possibly another PSAP) by dialing a pre-assigned speed dial code or by use of a single button on an approved Customer telephone system that dials the appropriate code. During the transfer, the 9-1-1 PSAP remains on the line with the caller.

Manual Transfer

A PSAP call taker may perform a supervised transfer on an incoming call manually by manually dialing the transfer code then dialing an appropriate seven or 10-digit telephone number.

D. Alternate Routing

The Overflow Call feature enables the Customer to designate an alternate call center to handle calls for service if all of the trunks to the Customer are busy.

E. Network PSAP Toolkit (NPTK)

The NPTK delivers reporting information for all 9-1-1 calls received at a PSAP. The information includes the ANI received from a 9-1-1 call, the identity of the incoming trunk. Whether the call originated from a wire line, wireless or VoIP device. If wireless, whether the handset was non-initialized or not. The NPTK also maps the location of incoming E9-1-1 calls.

SECTION 5 - EMERGENCY SERVICES (CONT'D)

5.1 9-1-1 Emergency Services (Cont'd.)

5.1.3 9-1-1 ALI Services

- A. MSAG Management**
INdigital provides a data management and administration tool that simplifies the viewing and communication of updates, insertions, and deletions to the MSAG database.
- B. MSAG Services**
INdigital acts as the facilitator with the addressing authority in the creation and maintenance of the MSAG utilizing recognized National Emergency Number Association (NENA) recommended standards.
- C. Subscriber Record Management**
Subscriber Record Management is the collection of service order records from Telephone Service Providers (TSPs), validation of those records against the MSAG, and storage of the records in the ALI database.
- D. ALI Database Updates**
After processing and validating subscriber record updates, INdigital posts ALI records for call routing and for retrieval and display by the PSAP during 9-1-1 calls.
- E. ANI/ALI Discrepancy Resolution**
An ANI/ALI discrepancy occurs when an ALI record delivered to a PSAP does not match the information of the caller. INdigital will investigate ANI/ALI discrepancy reports and refer each discrepancy to the respective TSP for resolution.

SECTION 5 - EMERGENCY SERVICES (CONT'D)

5.1 9-1-1 Emergency Services (Cont'd.)

5.1.3 9-1-1 ALI Services (Cont'd.)

F. Misroute Resolution

An E9-1-1 call misroute occurs when a 9-1-1 call is delivered to the incorrect PSAP. INdigital investigates misrouted call reports and refers each misroute report to the appropriate carrier for resolution.

G. No Record Found (NRF) Resolution

An NRF occurs when the ANI provided does not exist in the ALI database and/or when NRF is displayed at the PSAP. INdigital will resolve or refer each NRF to the respective TSP for resolution.

H. Local Number Portability (LNP) Processing

INdigital supports LNP, which allows subscribers to switch from one TSP to another without changing their phone numbers.

I. ALI Delivery

ALI Delivery provides location information via the ALI Data Access Connections to a PSAP during a 9-1-1 call.

J. Data Support of Wireless and VoIP E9-1-1

INdigital's database management systems support both Phase I and Phase II wireless and VoIP E9-1-1 call processing. This includes the E2 interface used by wireless service providers to communicate 9-1-1 caller location information to the ALI database.

K. ALI status and error reporting

INdigital provides access to reports that provide details on data transactions, the number of records processed, and the number of errors.

SECTION 5 - EMERGENCY SERVICES (CONT'D)

5.1 9-1-1 Emergency Services (Cont'd.)

5.1.4 9-1-1 Exchange Access

9-1-1 Exchange Access provides one way call delivery trunks from the 9-1-1 Routing Service to the PSAP. The 9-1-1 Exchange Access trunks are conditioned to allow delivery of ANI to the PSAP. They also allow signaling from the PSAP to the 9-1-1 Routing Service to invoke special features of the 9-1-1 Routing Service, such as transfer, speed dialing, etc.

5.1.5 Legacy Gateway Ports

Legacy gateway port charge (conversion from TDM to IP).

5.1.6 Diverse Facility Routing

Upon Customer request, and where facilities are available, INdigital will arrange for diverse routing over alternate voice and/or data paths to reduce the potential for service failure as a result of an interruption of transport facilities.

5.1.7 Hosted ANI/ALI Controller Port

Subject to availability, a port that provides access to Company hosted customer premise equipment.

SECTION 5 - EMERGENCY SERVICES (CONT'D)

5.2 9-1-1 Emergency Services Rules & Regulations

- 5.2.1. The 9-1-1 Emergency Services Customer may be a municipality, other federal, state or local governmental unit, an authorized agent of one or more municipalities or other federal, state or local governmental units to whom authority has been delegated (e.g., PSAP). The Customer must be authorized to subscribe to the service by the Governing Authority and have public safety responsibility to respond to telephone calls from the public for emergency police, fire or other emergency services within the served territory.
- 5.2.2. 9-1-1 Emergency Services are provided by the Company where facilities and operating conditions permit.
- 5.2.3. 9-1-1 Emergency Services are not intended as a total replacement for the local telephone service of the various public safety agencies that may participate in the use of this service. The Customer must subscribe to additional Local Exchange Services for purposes of placing administrative outgoing calls and receiving other calls.
- 5.2.4. Application for 9-1-1 Emergency Services must be executed in writing by the Customer. If execution is by an agent, satisfactory evidence of the appointment must be provided in writing to the Company. At least one local law enforcement agency must be included among the participating agencies.
- 5.2.5. 9-1-1 Emergency Services are provided solely for the benefit of the Customer as an aid in handling 9-1-1 calls in connection with fire, police and other emergencies. The provision of 9-1-1 Emergency Services by the Company shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any relationship with or any Company obligation direct or indirect, to any third person or entity other than the Customer.
- 5.2.6. The Company does not undertake to answer and/or forward 9-1-1 or other emergency calls, but furnishes the use of its facilities to enable the Customer's personnel to respond to such calls.
- 5.2.7. The rates charged for 9-1-1 Emergency Services do not contemplate the inspection or constant monitoring of facilities that are not within the Company's control, nor does the Company undertake such responsibility. The Customer shall make such operational tests that are required in the judgment of the Customer. The Customer shall promptly notify the Company in the event the system is not functioning properly.

SECTION 5 - EMERGENCY SERVICES (CONT'D)

5.2 9-1-1 Emergency Services Rules & Regulations (Cont'd)

5.2.8. The Company's liability for any loss or damage arising from errors, interruptions, defects, failures, or malfunctions of this service or any part thereof shall not exceed an amount equivalent to the pro rata charges for the service affected during the period of time that the service was fully or partially inoperative.

5.2.9. The Customer must furnish the Company its agreement to the following terms and conditions.

- A.** That all 9-1-1 or other emergency calls will be answered on a 24-hour day, seven-day per week basis.
- B.** That the Customer has responsibility for dispatching the appropriate emergency services, or will undertake to transfer all emergency calls received to the governmental agency with responsibility for dispatching such services, to the extent that such services are reasonably available.
- C.** That the Customer will develop an appropriate method for responding to calls for nonparticipating agencies that may be directed to their PSAP by calling parties.
- D.** That the Customer will subscribe to Local Exchange Service at the PSAP location for administrative purposes, for placing outgoing calls, and for receiving other calls.

5.2.10. When 9-1-1 ALI Services are provided, the Customer is responsible to:

- A.** Provide information regarding the jurisdictional boundaries associated with all involved public safety agencies.
- B.** Support the creation of a master address file for use in validating subscriber address information and application of appropriate jurisdictional responsibility.
- C.** Define the unique combinations of public safety agencies (police, fire, medical, etc.) responsible for providing emergency response services in any specific geographic location.

SECTION 5 - EMERGENCY SERVICES (CONT'D)

5.2 9-1-1 Emergency Services Rules & Regulations (Cont'd)

- 5.2.11.** When 9-1-1 Routing is provided, the Customer is responsible for identifying a primary and secondary PSAP. All overflow calls will be delivered to a PSAP even when all of the Customers trunks are busy.
- 5.2.12.** After establishment of service, it is the Customer's responsibility to continue to verify the accuracy of the routing information contained in the master address file, and to advise the Company of any changes in street names, establishment of new streets, closing and abandonment of streets, changes in police, fire, emergency medical or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other matter that will affect the routing of 9-1-1 calls to the proper PSAP.
- 5.2.13.** The following terms define the Customer's responsibilities with respect to any information provided by the Company to the Customer as part of 9-1-1 ALI Services:
- A.** Such information shall be used by the Customer solely for the purpose of aiding the Customer in more accurately identifying, updating and/or verifying the addresses of subscribers within the Customer's serving areas in connection with the Customer's provision of emergency response services.
 - B.** Customer shall strictly limit access to the information to those authorized employees of the Customer with a need to know and those employees actually engaged in the provision of emergency assistance services.
 - C.** Customer shall use due care in providing for the security and confidentiality of the information.
 - D.** Customer shall make no copies of the information except as may be essential for the verification of emergency assistance services.

SECTION 5 - EMERGENCY SERVICES (CONT'D)

5.2 9-1-1 Emergency Services Rules & Regulations (Cont'd)

5.2.14. Each Customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, suits, and other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person: (1) 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, and which arises out of the negligence or other wrongful act of the Company, the Customer, its user agencies or municipalities or employees or agents of anyone of them, or (2) 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, location or use of 9-1-1 Emergency Services and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone number used by the party or parties accessing 9-1-1 Emergency Services hereunder, or (3) arising out of any act or omission of the Customer, in the course of using services provided pursuant to this tariff.

Issued under authority of the TENNESSEE Regulatory Authority in order dated
Issued: Effective:

Issued by: Mark Grady, C.E.O.
1616 Directors Row
Fort Wayne, IN 46808

SECTION 5 - EMERGENCY SERVICES (CONT'D)

5.3 9-1-1 Emergency Services Rates and Charges

	<u>Nonrecurring Charge</u>	<u>Monthly Charge</u>
9-1-1 Routing Service Per Answering Position	ICB	ICB
9-1-1 ALI Services per 1000 Population	ICB	ICB
9-1-1 Exchange Access Trunks	ICB	ICB
Hosted ANI/ALI Controller Per Answering Position	ICB	ICB
Legacy Gateway Ports Per Answering Position	ICB	ICB
Diverse Facility	ICB	ICB

Note:

1. Additional charges may be rendered by other local exchange carriers in connection with the provisioning of E9-1-1 Emergency Service to the Customer.
2. ICB pricing to be determined based upon unique service configuration requirements for each Customer including, but not limited to, term of agreement, volume of subscribers served, and proximity of Customer to Company facilities.
3. Hosted ANI/ALI Controller Service offering is subject to availability of Company hosted customer premise equipment.

Issued under authority of the TENNESSEE Regulatory Authority in order dated
Issued: Effective:

Issued by: Mark Grady, C.E.O.
1616 Directors Row
Fort Wayne, IN 46808

SECTION 6 - SPECIAL ARRANGEMENTS**6.1 Special Construction****6.1.1 Basis for Charges**

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 (including return) and may include:

- A. Nonrecurring Charges;
- B. Recurring Charges;
- C. termination liabilities;
- D. or combinations of (A), (B), and (C).

6.1.2 Basis for Cost Computation

The costs referred to in 6.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - .1 equipment and materials provided or used;
 - .2 engineering, labor, and supervision;
 - .3 transportation;
 - .4 and rights of way and/or any required easements
- B. Cost of maintenance.

SECTION 6 - SPECIAL ARRANGEMENTS (CONT'D)

6.1 Special Construction (Cont'd.)

6.1.2 Basis for Cost Computation (Cont'd.)

- C.** Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.
- D.** Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.
- E.** License preparation, processing, and related fees.
- F.** Tariff or Agreement for Services preparation, processing and related fees.
- G.** Any other identifiable costs related to the facilities provided; or
- H.** An amount for return and contingencies.

SECTION 6 - SPECIAL ARRANGEMENTS (CONT'D)

6.1 Special Construction (Cont'd.)

6.1.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a Customer.

- A. The period upon which termination liability is based is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
 - .1 Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include: (a.) equipment and materials provided or used; (b.) engineering, labor, and supervision; (c.) transportation; and (d.) rights of way and/or any required easements;
 - .2 license preparation, processing, and related fees;
 - .3 tariffs or Agreement for Services preparation, processing and related fees;
 - .4 cost of removal and restoration, where appropriate; and
 - .5 any other identifiable costs related to the specially constructed or rearranged facilities.

SECTION 6 - SPECIAL ARRANGEMENTS (CONT'D)

6.1 Special Construction (Cont'd.)

6.1.3 Termination Liability

- C.** The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 6.1.3.B preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 6.1.3.B preceding shall be adjusted to reflect the recalculated estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.
- D.** Inclusion of early termination liability by the Company in its tariff or a contract does not constitute a determination by the TRA that the termination liability imposed by the Company is approved or sanctioned by the TRA. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

SECTION 6 - SPECIAL ARRANGEMENTS (CONT'D)**6.2 Non-Routine Installation and/or Maintenance**

At the Customer's request, installation and/or non service-affecting maintenance may be performed outside the Company's regular business hours or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

6.3 Individual Case Basis (ICB) Arrangements

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer, or prospective Customer, for service that falls within this Special Arrangements section. Rates quoted in response to such requests may be different for tariffed service than those specified for such service in the Rate Attachment. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers.

SECTION 7 - EMERGENCY SYSTEM LISTING EXTRACTS

7.1 General

The Company offers Emergency System Listing Extract (ESLE) service to support the ability of Customers to make broadcast notification calls to areas under their respective jurisdictions in the event of Public Emergencies.

7.2 ESLE Regulations

7.2.1. ESLE service is offered for the purpose of permitting Customers to make broadcast notifications to particular geographic areas and the associated local telephone numbers in those areas in the event of Public Emergencies. Customers ordering ESLE service must provide the Company with written certification of their authority to make Public Emergency notifications.

7.2.2. Customers may not use ESLE data in connection with E9-1-1 Emergency Service.

7.2.3. The Company will provide 10-digit telephone numbers and associated addresses to the extent such information is present in the Company's ALI database.

7.2.4. ESLE service will include ALI information obtained by the Company from the Local Exchange Carriers providing Local Exchange Service in a PSAP's jurisdiction. ESLE service includes ALI information obtained from entities that operate PBXs and have requested that appropriate information be maintained in the Company's ALI databases.

7.2.5. The ESLE data may not be reproduced in any manner without the express written consent of the Company. Upon request the Customer will return all ESLE information to the Company or certify that the information has been destroyed.

7.2.6. The Company will provide ESLE only for the jurisdictional area where a PSAP is authorized to provide emergency services.

7.3. ESLE Features

7.3.1. Data Elements

The following data elements, where they exist in the ALI database, will be provided on each data record supplied to the Customer for ESLE service:

Telephone Number
Service Address
Class of Service

SECTION 7 - EMERGENCY SYSTEM LISTING EXTRACT (CONT'D.)

7.3 ESLE Features (Cont'd.)

7.3.2. Full Extract

The initial or subsequent extraction of all records in the ALI database that are in the requesting Customer's service area. Full Extracts are available only on a monthly basis.

7.3.3 Incremental Update

An extract containing only additions, deletions and modifications of records in the ALI database since the last Full Extract or Incremental Update that was provided to the Customer. Incremental Updates are available on a weekly or monthly basis.

7.4. ESLE Rates and Charges

	<u>Nonrecurring Charge</u>	<u>Recurring Charge</u>
Full Extract of ESLE data	\$480.00	-
Subsequent Full Extracts of ESLE data:	-	\$300.00
Incremental Updates	-	\$200.00

Note:

1. Customer may order: (a) an initial Full Extract; (b) an initial Full Extract with subsequent monthly Full Extracts; or (c) an initial Full Extract with Incremental Updates on a monthly or weekly basis.
2. A Nonrecurring Charge applies for the initial Full Extract.
3. A monthly Recurring Charge applies for subsequent monthly Full Extracts.
4. A monthly Recurring Charge applies for Incremental Updates. The Customer may choose to receive Incremental Updates on either a monthly or weekly basis, but regardless of the frequency selected, the Recurring Charge for Incremental Updates will be on a monthly basis.