

Electronically Filed in TPUC Docket Room on April 10, 2019 at 1:57 p.m.

April 9, 2019

Via Overnight and Email Delivery

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

19-00045

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

Dear Mr. Foster:

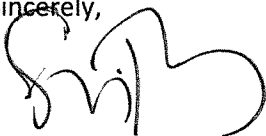
Enclosed for filing please find the original and four (4) copies of the Application for Certificate to Provide Competing Local Exchange and Long Distance Telecommunications Services on a Facilities and Resold Basis submitted on behalf of Teliix, Inc. A check in the amount of \$25.00 is enclosed to cover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

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

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

Any questions you may have regarding this filing should be directed to my attention at 407-740-3031 or via email to sthomas@inteserra.com. Thank you for your assistance in this matter.

Sincerely,



Sharon Thomas
Consultant

cc: David Aldworth - Teliix
tms: TNL1900

Enclosures
ST/gs

BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION

IN THE MATTER OF TELIAX, INC.)	
FOR A CERTIFICATE TO PROVIDE COMPETING)	
LOCAL EXCHANGE AND LONG DISTANCE)	
TELECOMMUNICATIONS SERVICES ON A)	Docket No. <u>19-00045</u>
FACILITIES AND RESOLD BASIS THROUGHOUT)	
THE STATE OF TENNESSEE)	

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

Pursuant to applicable Tennessee Statutes and the Rules and Regulations of the Tennessee Public Utility Commission and Section 253 of the Federal Telecommunications Act of 1996 ("Act"), TeliAx, Inc. ("TeliAx" or "Applicant") respectfully requests that the Tennessee Public Utility Commission ("TPUC") grant it authority to provide facilities-based local exchange telecommunications services, including exchange access telecommunications services, resold local exchange telecommunications services, and facilities-based and resold long distance services within the State of Tennessee. Applicant intends to operate pursuant to market regulation, in accordance with amended TCA §65-5-109 enacted May 21, 2009. TeliAx 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, TeliAx, Inc. submits the following:

I. Administrative Requirements

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

TeliAx, Inc.
2150 W 29th Ave, #200
Denver, Colorado 80211
Telephone: 303-629-8301
Facsimile: 303-629-8344
Toll Free: 888-483-5429

2. Questions regarding this application should be directed to:

Sharon Thomas, Consultant
Inteserra Consulting Group, Inc.
151 Southhall Lane, Suite 450
Maitland, Florida 32751
Phone: (407) 740-3031
Facsimile: (407) 740-0613
E-Mail: sthomas@inteserra.com

3. Contact name and address at the Applicant is:

David Aldworth
President
Teliix, Inc.
2150 W 29th Ave, #200
Denver, Colorado 80211
Telephone: 303-629-8301
Facsimile: 303-629-8344
Toll Free: 1-888-483-5429
Email: daldworth@teliix.com

4. Organizational Chart of Corporate Structure:

See **Exhibit A**.

5. Corporate Principal Officers (names and address):

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

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

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

7. Copy of Articles of Incorporation:

Teliix, Inc. was incorporated in the state of Colorado on October 6, 2004. A copy of Teliix's Articles of Incorporation and amendments are provided in **Exhibit C**.

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

See **Exhibit D**.

II. Managerial Requirements

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

III. Technical Requirements

Teliix is technically well qualified to provide the services proposed herein and its services will satisfy the minimum standards prescribed by the TPUC, including quality of service and billing standards required of all LECs regulated by the TPUC. As indicated in the biographies attached as **Exhibit E**, the Applicant's SVP of Operations has substantial telecommunications network and engineering experience.

1. **Geographic area coverage**

Teliix requests authority to offer service throughout the entire state of Tennessee. It initially intends to offer service in areas where AT&T is the incumbent local exchange company that are designated open to competition. It may extend services into other areas that are designated open to competition as it builds out its network in Tennessee and finds additional opportunities.

2. Teliix, proposes to offer retail local exchange services to enterprise customers and wholesale local exchange services, including switched access services, using its own switching facilities as well as leased and resold transport facilities and services from other carriers. Teliix currently owns a network that is based in the state of Colorado providing CLEC services by colocating in the LEC wire-centers. Teliix will utilize the same model as it expands into other states.

3. There will be no special CPE requirements for the Applicant's services that would not be compatible with an incumbent carrier.

4. **Repair and Maintenance:**

Teliix is responsible for all customer inquiries and complaints. The toll-free telephone number for customer inquiries and complaints is 1-888-483-5429 and is provided by Teliix on the customer bill. Customer service is available seven days a week, twenty-four hours a day. Customers may contact the company in writing at the headquarters address indicated below.

Teliix, Inc.
2150 W 29th Ave, #200
Denver, Colorado 80211

Teliix's president, David Aldworth is responsible for and knowledgeable about provider operations and can be reached at the Applicant's headquarters.

IV. Financial Requirements

In support of its financial qualifications, Teliix submits its 2018 year-end financial statements in **Exhibit F-1** under seal. As a relatively small, privately-owned company, Teliix does not have its financial statements audited. Teliix has operated since 2004 and over the last 14 years has grown to serve several thousand retail, enterprise and wholesale customers. It has adequate cash reserves and investor backing to support its expansion plans into Tennessee and other states.

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

The \$20,000 corporate surety bond is included as **Exhibit F-3**.

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

See **Exhibit G.**

VI. TPUC Rules for Local Telecommunications Providers:

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

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

See **Exhibit I.**

VIII. Numbering Issues:

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

Approximately 66 total end user numbers per NPA in Tennessee.

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

5 NXXs.

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

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

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

Number assignment will be sequential unless customer preference dictates otherwise.

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

Teliax, Inc. will only request NXX's as needed by customer demand.

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

80%.

IX. Tennessee Specific Operational Issues:

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

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

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

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

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

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

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

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

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

David Aldworth, President
Teliix, Inc.
2150 W 29th Ave, #200
Denver, Colorado 80211
Telephone: 303-629-8301
Facsimile: 303-629-8344
Toll Free: 888-483-5429
Email: daldworth@telix.com

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

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

X. Miscellaneous

1. Pre-filed testimony:

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

2. Tariffs

Applicant intends to operate pursuant to market regulation, in accordance with amended T.C.A. Section 65-5-109 enacted May 21, 2009.

Included as **Exhibit L** is the Applicant's switched access services tariff.

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

See **Exhibit J**.

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

Teliix is not involved in any mergers or acquisitions.

5. Customer Deposits

Teliix does not require customer deposits.

6. Complaint History

The Applicant has not received any complaints filed with state or federal regulatory agencies.

7. Service Area

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

XI. Public Interest

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


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

XII. Statement of Compliance:

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

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

Respectfully submitted this 3 day of April, 2019.


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

David Aldworth, President
Teliix, Inc.

VERIFICATION

STATE OF COLORADO)
): ss
COUNTY OF DENVER)

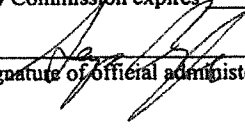
I, David Aldworth, hereby declare under penalty of perjury, that I am President of Teliix, Inc., the Petitioner in this proceeding; that I am authorized to make this verification on behalf of Teliix, Inc.; that I have read the foregoing Petition and exhibits; and that the facts stated therein are true and correct to the best of my knowledge, information and belief.



David Aldworth
President
Teliix, Inc.

Sworn and subscribed before me this 3 day of April, 2019.

My Commission expires 10/28/2021



Signature of official administering oath

GEORGE TYLER
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20134066180
MY COMMISSION EXPIRES OCT 28, 2021

TELIAX, INC.

Exhibit A

Corporate Structure

TeliAx, Inc. is a Colorado corporation incorporated on October 6, 2004. TeliAx does not have a parent company or any affiliates or subsidiaries.

TELIAX, INC.

Exhibit B

List of Officers

The following individuals are officers of TeliAx, Inc. and may be contacted at the Applicant's headquarters located 2150 W 29th Ave, #200, Denver, Colorado 80211.

Officers:

David Aldworth	President/CEO
Terry Ruth	Treasurer/CFO
Jason Cummins	SVP of Operations
Melinda Ferguson	VP Income Assurance and Carrier Relations

TELIAX, INC.

Exhibit C

Articles of Incorporation

Document must be filed electronically.
Paper documents are not accepted.
Fees & forms are subject to change.
For more information or to print copies
of filed documents, visit www.sos.state.co.us.



Colorado Secretary of State
Date and Time: 12/29/2017 01:10 PM
ID Number: 20041346840
Document number: 20171970474
Amount Paid: \$25.00

ABOVE SPACE FOR OFFICE USE ONLY

Amended and Restated Articles of Incorporation

filed pursuant to §7-90-301, et seq. and §7-110-107 and §7-90-304.5 of the Colorado Revised Statutes (C.R.S.)

1. For the entity, its ID number and entity name are

ID number 20041346840
(Colorado Secretary of State ID number)
Entity name TellAX, Inc.

2. The new entity name (if applicable) is _____.
3. The amended and restated constituent filed document is attached.
4. If the amendment provides for an exchange, reclassification or cancellation of issued shares, the attachment states the provisions for implementing the amendment.
5. *(Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)*

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____.
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that such document is such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is identified in this document as one who has caused it to be delivered.

6. The true name and mailing
address of the individual causing
the document to be delivered for
filing are

Rushton Krystal _____
(Last) (First) (Middle) (Suffix)
Koenig, Oelsner, Taylor, Shoenfeld
(Street name and number or Post Office Box information)
999 18th Street, Suite 1825
Denver CO 80227
(City) (State) (Postal/Zip Code)
United States
(Province - if applicable) (Country - if not US)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).



Colorado Secretary of State
Date and Time: 02/27/2018 12:21 PM
ID Number: 20041346840
Document number: 20181173579
Amount Paid: \$10.00

Document must be filed electronically.
Paper documents are not accepted.
Fees & forms are subject to change.
For more information or to print copies
of filed documents, visit www.sos.state.co.us.

ABOVE SPACE FOR OFFICE USE ONLY

Statement of Correction
Correcting Information for Historical Purposes
filed pursuant to § 7-90-305 of the Colorado Revised Statutes (C.R.S.)

1. The entity ID number and the entity name, or, if the entity does not have an entity name, the true name are

Entity ID number 20041346840
(Colorado Secretary of State ID number)

Entity name or True name TellAX, Inc.

2. The document number of the filed document that is corrected is 20171970474.

3. (The following statement is adopted by marking the box.)

☒ The information contained in the filed document identified above that is incorrect is identified in the attachment and such information, as corrected, is stated in the attachment.

4. (If applicable, adopt the following statement by marking the box and include an attachment.)

☒ This document contains additional information as provided by law.

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that such document is such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is identified in this document as one who has caused it to be delivered.

5. The true name and mailing address of the individual causing this document to be delivered for filing are

Rushton Krystal
(Last) (First) (Middle) (Suffix)
Koenig, Oelsner, Taylor, Shoenfeld
(Street number and name or Post Office Box information)
999 18th Street, Suite 1825
Denver CO 80202
(City) (State) (ZIP/Postal Code)
United States
(Province – if applicable) (Country)

(If applicable, adopt the following statement by marking the box and include an attachment.)

- ☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

**STATEMENT OF CORRECTION CORRECTING INFORMATION
FOR HISTORICAL PURPOSES**

**ATTACHMENT
TO
AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF TELIAX, INC.**

This Attachment is to be attached to and made a part of the Amended and Restated Articles of Incorporation of Teliix, Inc., a Colorado corporation (the “**Company**”).

* * *

Section IV.A. of the Amended and Restated Articles of Incorporation of the Company requires revision to correct an inaccuracy in the number of authorized shares and shall be replaced in its entirety as follows:

ARTICLE IV

A. The Company is authorized to issue one class of stock to be designated, “Common Stock” and the total number of shares that the Company is authorized to issue is three million (3,000,000) shares (the “**Common Stock**”). Two million (2,000,000) shares of the Common Stock are hereby designated “**Class A Common Stock**” and one million (1,000,000) shares of the Common Stock are hereby designated “**Class B Common Stock**”. The Class A Common Stock, together with the Class B Common Stock, shall be referred to as the Common Stock. The holders of the Class A Common Stock are entitled to one vote for each share of Class A Common Stock held at all meetings of stockholders (and written actions in lieu of meetings). The Class B Common Stock shall be non-voting. The Common Stock shall have a par value of \$0.0001 per share.

* * *

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
TELIAX, INC.**

David Aldworth hereby certifies that:

ONE: The original name of this company is TellAX, Inc. and the date of filing the original Articles of Incorporation of this company with the Secretary of State of the State of Colorado was October 6, 2004.

TWO: He is the duly elected and acting Chief Executive Officer of TellAX, Inc., a Colorado corporation.

THREE: The Articles of Incorporation of this company are hereby amended and restated to read as follows:

ARTICLE I

The name of this company is **TELIAX, INC.** (the “**Company**”).

ARTICLE II

The address of the registered office of this Company in the State of Colorado is 8964 Fox Drive, Suite 202, Denver, CO 80260, and the name of the registered agent of this Company in the State of Colorado at such address is David Aldworth.

ARTICLE III

The purpose of the Company is to engage in any lawful act or activity for which a corporation may be organized under the Act.

ARTICLE IV

A. The Company is authorized to issue one class of stock to be designated, “Common Stock” and the total number of shares that the Company is authorized to issue is five million (3,000,000) shares (the “**Common Stock**”). Two million (2,000,000) shares of the Common Stock are hereby designated “**Class A Common Stock**” and one million (1,000,000) shares of the Common Stock are hereby designated “**Class B Common Stock**”. The Class A Common Stock, together with the Class B Common Stock, shall be referred to as the Common Stock. The holders of the Class A Common Stock are entitled to one vote for each share of Class A Common Stock held at all meetings of stockholders (and written actions in lieu of meetings). The Class B Common Stock shall be non-voting. The Common Stock shall have a par value of \$0.0001 per share.

B. Upon the filing of these Amended and Restated Articles of Incorporation with the Secretary of State of the State of Colorado (the “**Effective Time**”), each then-outstanding share of Common Stock (the “**Prior Common Stock**”) shall automatically be converted into one validly issued, fully paid and non-assessable share of Class A Common Stock, without any further action

by the holder of such shares of Prior Common Stock (the “**Recapitalization**”). Each stock certificate representing shares of Prior Common Stock shall thereafter represent the number of shares of Class A Common Stock into which the shares of Prior Common Stock previously represented by such stock certificate shall have been converted into; provided, however, that each person holding of record a stock certificate or certificates that represented shares of Prior Common Stock shall receive, upon surrender of such certificate or certificates, a new certificate or certificates evidencing and representing the number of shares of the Class A Common Stock to which such person is entitled as a result of the Recapitalization based on the aggregate number of shares of Prior Common Stock held by such person.

C. Cumulative voting shall not be allowed in the election of directors or for any other purpose.

D. At all meetings of shareholders, a majority of the shares entitled to vote at such meeting, represented in person or by proxy, shall constitute a quorum; and at any meeting at which a quorum is present the affirmative vote of a majority of the votes cast on the matter represented at such meeting and entitled to vote on the subject matter shall be the act of the shareholders, unless the vote of a greater proportion or number is required by applicable law.

E. Any action required or permitted by Articles 101 to 117 of the Act to be taken at a meeting of the shareholders of the Company may be taken without a meeting if the shareholders holding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all of the shares entitled to vote thereon were present and voted consent to such action in writing.

F. Notice to the shareholders of the Company of an annual meeting need not include a description of the purpose or purposes for which the meeting is called unless the Bylaws of the Company so provide.

ARTICLE V

Except as otherwise agreed in writing by the Company, no shareholder of the Company shall have any preemptive or similar right to acquire or subscribe for any additional unissued shares of stock, or other securities of any class, or rights, warrants or options to purchase stock or scrip, or securities of any kind convertible into stock or carrying stock purchase warrants or privileges.

ARTICLE VI

To the fullest extent permitted by the Act, as the same exists or may hereafter be amended, a director of the Company shall not be personally liable to the Company or its shareholders for monetary damages. If the Act is hereafter amended to eliminate or limit further the liability of a director, then, in addition to the elimination and limitation of liability provided by the preceding sentence, the liability of each director shall be eliminated or limited to the fullest extent permitted by the Act as so amended. Any repeal or modification of this Article by the shareholders of the Company shall be prospective only and shall not adversely affect any right or protection of a director of the Company existing at the time of such repeal or modification.

ARTICLE VII

The Company shall indemnify officers, directors, employees, or agents to the fullest extent provided under applicable law and the Bylaws of the Company.

ARTICLE VIII

For the management of the business and for the conduct of the affairs of the Company, and in further definition, limitation and regulation of the powers of the Company, of its directors and of its shareholders or any class thereof, as the case may be, it is further provided that:

A. The management of the business and the conduct of the affairs of the Company shall be vested in the Company's board of directors (the "**Board**"). The number of directors which shall constitute the whole Board shall be fixed by the Board in the manner provided in the Bylaws of the Company, subject to any restrictions which may be set forth in these Articles of Incorporation.

B. The Board is expressly empowered to adopt, amend, or repeal the Bylaws of the Company. The shareholders shall also have the power to adopt, amend, or repeal the Bylaws of the Company.

C. The directors of the Company need not be elected by written ballot unless the Bylaws of the Company so provide.

* * * *

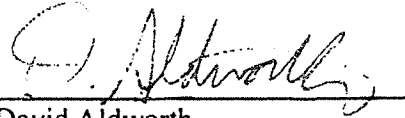
FOUR: These Amended and Restated Articles of Incorporation have been duly approved by the Board.

FIVE: These Amended and Restated Articles of Incorporation were approved by the holders of the requisite number of shares of said corporation in accordance with the Colorado Business Corporation Act of the State of Colorado.

IN WITNESS WHEREOF, TellAX, Inc. has caused these Amended and Restated Articles of Incorporation to be signed by its Chief Executive Officer this 29th day of December 2017.

TELLAX, INC.

Signature: _____


David Aldworth
Chief Executive Officer



Colorado Secretary of State
Date and Time: 03/01/2006 02:54 PM
Entity Id: 20041346840
Document number: 20061089678

Document processing fee
If document is filed on paper \$125.00
If document is filed electronically \$ 25.00

Fees & forms/cover sheets
are subject to change.

To file electronically, access instructions
for this form/cover sheet and other
information or print copies of filed
documents, visit www.sos.state.co.us
and select Business Center.

Paper documents must be typewritten or machine printed.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Amendment

filed pursuant to §7-90-301, et seq. and §7-110-106 of the Colorado Revised Statutes (C.R.S.)

ID number: 20041346840

1. Entity name: TellAX, Inc.
(If changing the name of the corporation, indicate name BEFORE the name change)

2. New Entity name:
(if applicable) _____

3. Use of Restricted Words *(if any of these
terms are contained in an entity name, true
name of an entity, trade name or trademark
stated in this document, mark the applicable
box):*

- ☐ "bank" or "trust" or any derivative thereof
☐ "credit union" ☐ "savings and loan"
☐ "insurance", "casualty", "mutual", or "surety"

4. Other amendments, if any, are attached.

5. If the amendment provides for an exchange, reclassification or cancellation of issued shares, the attachment states the provisions for implementing the amendment.

6. If the corporation's period of duration
as amended is less than perpetual, state
the date on which the period of duration
expires:

(mm/dd/yyyy)

OR

If the corporation's period of duration as amended is perpetual, mark this box: ☒

7. *(Optional)* Delayed effective date: _____
(mm/dd/yyyy)

Notice:

Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

8. Name(s) and address(es) of the individual(s) causing the document to be delivered for filing:

<u>Brewster</u>	<u>David</u>		
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
<u>4890 Riverbend Road</u>			
<small>(Street name and number or Post Office information)</small>			
<hr/>			
<u>Boulder</u>	<u>CO</u>	<u>80301</u>	
<small>(City)</small>	<small>(State)</small>	<small>(Postal/Zip Code)</small>	
<hr/>			
<u>United States</u>			
<small>(Province – if applicable)</small>		<small>(Country – if not US)</small>	

(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box ☐ and include an attachment stating the name and address of such individuals.)

Disclaimer:

This form, and any related instructions, are not intended to provide legal, business or tax advice, and are offered as a public service without representation or warranty. While this form is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form. Questions should be addressed to the user's attorney.

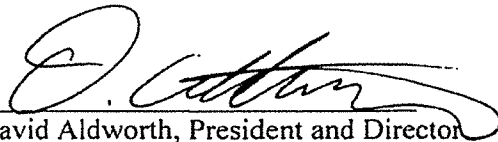
MINUTES OF SPECIAL MEETING OF DIRECTORS of TellAX, Inc.

A special meeting of the Board of Directors of TellAX, Inc. was held at the time, date and place set forth below for purposes of adopting a resolution amending the Articles of Incorporation to include 1,000,000 Common Shares Outstanding, pursuant to C.R.S. 7-110-103.

RESOLVED, that the sole officer, director, and shareholder of TellAX, Inc., David Aldworth, hereby recommends and approves the Amendment of the Articles of Incorporation to include the following:

12. The corporation is authorized to issue 1,000,000 Shares of common stock.

I, the undersigned, being the incorporator named in the certificate of incorporation of the above corporation hereby agree and consent that the special meeting thereof be held on the date and at the time and place stated below and hereby waive all notice of such meeting and of adjournment thereof.



David Aldworth, President and Director

Place: 1050 17th St. Ste 240, Denver 80265
Date: February 21, 2006
Time: 2:38pm



Colorado Secretary of State
Date and Time: 10/06/2004 08:51 AM
Entity Id: 20041346840
Document number: 20041346840

Document Processing Fee
If document is on paper: \$50.00
If document is filed electronically: \$.99

Fees are subject to change.
For electronic filing and to obtain
copies of filed documents visit
www.sos.state.co.us

Deliver paper documents to:
Colorado Secretary of State
Business Division
1560 Broadway, Suite 200
Denver, CO 80202-5169

Paper documents must be typed or machine printed.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Incorporation

filed pursuant to §7-90-301, et seq. and §7-102-102 of the Colorado Revised Statutes (C.R.S)

1. Entity name:

TellAX, Inc.

(The name of a corporation must contain the term or abbreviation "corporation", "incorporated", "company", "limited", "corp.", "inc.", "co." or "ltd"; If the corporation is a professional corporation, it must contain the term or abbreviation "professional corporation", "p.c.", or "pc" §7- 90-601, C.R.S.)

2. Use of Restricted Words *(if any of these terms are contained in an entity name, true name of an entity, trade name or trademark stated in this document, make the applicable selection):*

- ☐ "bank" or "trust" or any derivative thereof
☐ "credit union" ☐ "savings and loan"
☐ "insurance", "casualty", "mutual", or "surety"

3. Principal office street address:

8964 Fox Drive, Suite 202

(Street name and number)

Denver

(City)

CO

(State)

80260

(Postal/Zip Code)

(Province – if applicable)

(Country – if not US)

4. Principal office mailing address:
(if different from above)

(Street name and number or Post Office Box information)

(City)

(State)

(Postal/Zip Code)

(Province – if applicable)

(Country – if not US)

5. Registered agent: (if an individual):

Aldworth

David

(Last)

(First)

(Middle)

(Suffix)

OR (if a business organization):

6. The person appointed as registered agent in the document has consented to being so appointed.

7. Registered agent street address:

8964 Fox Drive, Suite 202

(Street name and number)

Denver CO 80260
(City) (State) (Postal/Zip Code)

8. Registered agent mailing address:
(if different from above)

(Street name and number or Post Office Box information)

(City) (State) (Postal/Zip Code)
(Province – if applicable) (Country – if not US)

9. If the corporation's period of duration
is less than perpetual, state the date on
which the period of duration expires:

(mm/dd/yyyy)

10. (Optional) Delayed effective date:

(mm/dd/yyyy)

11. Name(s) and address(es) of
incorporator(s): (if an individual):

Aldworth David
(Last) (First) (Middle) (Suffix)

OR (if a business organization):

8964 Fox Drive, Suite 202
(Street name and number or Post Office Box information)

Denver CO 80260
(City) (State) (Postal/Zip Code)
United States
(Province – if applicable) (Country – if not US)

(if an individual)

(Last) (First) (Middle) (Suffix)

OR (if a business organization)

(Street name and number or Post Office Box information)

(City) (State) (Postal/Zip Code)
United States
(Province – if applicable) (Country – if not US)

(if an individual)

(Last) (First) (Middle) (Suffix)

OR (if a business organization)

(Street name and number or Post Office Box information)

(City) (State) (Postal/Zip Code)

(Province – if applicable) (Country – if not US)
United States

(If there are more than three incorporators, mark this box ☐ and include an attachment stating the true names and mailing addresses of all additional incorporators.)

12. The corporation is authorized to issue 10,000 shares of common stock.
(number)

(Additional classes of capital stock may be authorized and additional information regarding the corporation's stock may be stated, mark this box ☐ and include an attachment stating pertinent information.)

13. Additional information may be included pursuant to §7-102-102, C.R.S. and other organic statutes such as title 12, C.R.S. If applicable, mark this box ☐ and include an attachment stating the additional information.

Notice:

Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

14. Name(s) and address(es) of the individual(s) causing the document to be delivered for filing:

Aldworth David
(Last) (First) (Middle) (Suffix)
8964 Fox Drive, Suite 202
(Street name and number or Post Office Box information)
Denver CO 80260
(City) (State) (Postal/Zip Code)
United States
(Province – if applicable) (Country – if not US)

(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box ☐ and include an attachment stating the name and address of such individuals.)

Disclaimer:

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TELIAX, INC.

Exhibit D

Tennessee Secretary of State Authority



Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

Teliix, Inc.
STE 102
1001 16TH ST
DENVER, CO 80265-0005

July 6, 2018

Filing Acknowledgment

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

SOS Control # :	000964237	Formation Locale:	COLORADO
Filing Type:	For-profit Corporation - Foreign	Date Formed:	10/06/2004
Filing Date:	05/16/2018 3:44 PM	Fiscal Year Close:	12
Status:	Active	Annual Report Due:	04/01/2019
Duration Term:	Perpetual	Image # :	B0548-3533

Document Receipt

Receipt # : 004089619	Filing Fee:	\$600.00
Payment-Credit Card - State Payment Center - CC #: 3730609494		\$600.00

Registered Agent Address:
CORPORATION SERVICE COMPANY
2908 POSTON AVE
NASHVILLE, TN 37203-1312

Principal Address:
STE 102
1001 16TH ST
DENVER, CO 80265-0005

Congratulations on the successful filing of your **Application for Certificate of Authority** for **Teliix, Inc.** in the State of Tennessee which is effective on the date shown above. Please visit the Tennessee Department of Revenue website (apps.tn.gov/bizreg) to determine your online tax registration requirements. If you need to obtain a Certificate of Existence for this entity, you can request, pay for, and receive it from our website.

You must file an Annual Report with this office on or before the Annual Report Due Date noted above and maintain a Registered Office and Registered Agent. Failure to do so will subject the business to Administrative Dissolution/Revocation.

Tre Hargett
Secretary of State

Processed By: Adam Harrer

TELIAX, INC.

Exhibit E

Resumes of Key Management

Teliix Management Biographies

David Aldworth, Founder, President and CEO

Mr. Aldworth is currently the Chief Executive Officer of Teliix. He started the company with the help of friends and family in 2004 and has since grown the company to several thousand retail, enterprise and wholesale customers. Mr. Aldworth previously held positions as Marketing Director for Accelr8 Technology Corporation (NYSE: AXK) and Director of Business Development for the Colorado Office of Innovation and Technology.

Terry Ruth, Chief Financial Officer

Mr. Ruth has been with the company since April of 2008 bringing his considerable financial experience to the benefit of Teliix. Mr. Ruth previously held positions as CFO of Geneva Pharmaceuticals in Broomfield, Colorado and handled the sale Geneva to Sandoz in 2004. He then went on to become CFO of a division of Kodak Corporation in Greeley, Colorado.

Jason Cummins, SVP of Operations

Mr. Cummins' career in telecommunications dates back to 1998. His expertise is utilized in the architecture, design, testing, implementation and day-to-day management and coordination of network elements in conjunction with existing PSTN components and networks. Mr. Cummins is specifically responsible for engineering and managing network integrity and ensuring customer satisfaction with the technical/network aspects of all services offered by Teliix. Additionally, Mr. Cummins is responsible for identifying and evaluating technology integration and implementation of all processes and procedures. He is often asked to speak to groups regarding network architecture and deployment.

Melinda Ferguson – VP Income Assurance and Carrier Relations

With over 20 years of experience in the telecommunications sector, Ms. Ferguson has supported all aspects of Teliix's business. She provides strong business analytics to enhance customer experience and vendor efficiency and creates an operational strength for Teliix and its customer base. Prior to joining Teliix, Ms. Ferguson has managed sales, product, pricing, routing, vendor management, and operations for multiple telecom companies. She holds a BBA in Management and MBA from Texas State University.

TELIAX, INC.

Exhibit F1

Current Financial Statements

Financial statements are being filed under seal as Confidential.

TELIAX, INC.

Exhibit F2

Projected Financial Statements

Projected Financial statements are being filed under seal as Confidential.

TELIAX, INC.

Exhibit F3

Surety Bond

TENNESSEE PUBLIC UTILITY COMMISSION

TENNESSEE TELECOMMUNICATIONS SERVICE PROVIDER'S SURETY BOND

Bond #: 2491955

WHEREAS, Teliix, Inc. (the "Principal"), has applied to the Tennessee Public Utility Commission 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 Public Utility Commission (the "TPUC"); and

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

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

This bond shall become effective on the 1st day of December, 2018, and shall be continuous; provided, however, that each annual renewal period or portion thereof shall constitute a new bond term. Regardless of the number of years this bond may remain in force, the liability of the Surety shall not be cumulative, and the aggregate liability of the Surety for any and all claims, suits or actions under this bond shall not exceed Twenty Thousand Dollars (\$20,000.00). The Surety may cancel this bond by giving thirty (30) days written notice of such cancellation to the TPUC 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

Teliix, Inc.
Name of Company authorized by the TPUC

Company ID # as assigned by TPUC

SIGNATURE OF PRINCIPAL

[Signature]
Name: Terry Ruth
Title: CEO

SURETY

Great American Insurance Company
Name of Surety

301 E 4th St Cincinnati, OH 45202
Address of Surety

SIGNATURE OF SURETY AGENT

[Signature]
Name: Mason Grashof
Title: Attorney-in-Fact

Address of Surety Agent:
11601 Pleasant Ridge Rd. Ste 200
Little Rock, AR 72212



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

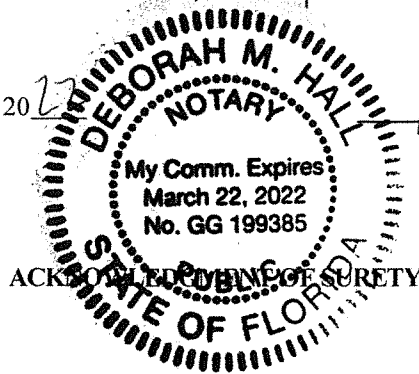
STATE OF ~~TENNESSEE~~ Florida
COUNTY OF Pinellas

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

WITNESS my hand and seal this 4th day of April, 2019.

My Commission Expires:

March 22, 2022



Deborah M. Hall
Notary Public

STATE OF Arkansas
COUNTY OF White

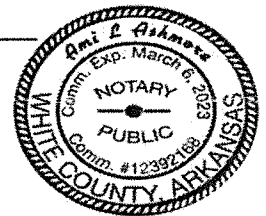
Before me, a Notary Public of the State and County aforesaid, personally appeared Mason Grashot with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on behalf of Great American Insurance Company, the within named Surety, a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

WITNESS my hand and seal this 27th day of November, 2018.

My Commission Expires:

03/06/2023, 2000

Ami Ashmore
Notary Public Ami Ashmore



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 Public Utility Commission, State of Tennessee, this _____ day of _____, 20____.

Name:

Title:

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than TWO

No. 2491955

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
MASON T. GRASHOT	ALL OF	ALL
AMI L. ASHMORE	LITTLE ROCK, ARKANSAS	\$3,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 13TH day of OCTOBER, 2016

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C B

Assistant Secretary

David C. Kitchen

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 13TH day of OCTOBER, 2016, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 27th day of November, 2018



Atty L C B

Assistant Secretary

TELIAX, INC.

Exhibit G

Small and Minority-Owned Telecommunications Business Participation Plan

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

III. ADMINISTRATION

Teliix's Plan will be overseen and administered by the individual named below, hereinafter referred to as the Administrator, who will be responsible for carrying out and promoting Teliix's full efforts to provide equal opportunities for small and minority-owned businesses. The Administrator of the Plan will be:

David Aldworth
President
Teliix, Inc.
2150 W 29th Ave, #200
Denver, CO 80211
Telephone: 303-629-8301
Facsimile: 303-629-8344

The Administrator's responsibilities will include:

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

III. ADMINISTRATION

- (8) Providing information and educational activities to persons within Teliix and training such persons to seek out, encourage, and promote the use of small and minority-owned businesses. In performance of these duties, the Administrator will utilize a number of resources, including:

Chambers of Commerce
The Tennessee Department of Economic and Community Development
The United States Department of Commerce
Small Business Administration
Office of Minority Business
The National Minority Supplier Development Counsel
The National Association of Women Business Owners
The National Association of Minority Contractors
Historically Black Colleges, Universities, and Minority Institutions

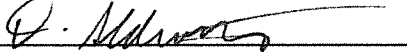
The efforts to promote and ensure equal opportunities for small and minority-owned businesses are primarily spelled out in the Administrator's duties above. Additional efforts to provide opportunities to small and minority-owned businesses will include offering, where appropriate and feasible, small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

IV. RECORDS AND COMPLIANCE REPORTS

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

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

Teliix, Inc.

By: 
David Aldworth
President and Chief Executive Officer

Dated: April 3, 2019.

TELIAX, INC.

Exhibit H

Notice of Application

BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION

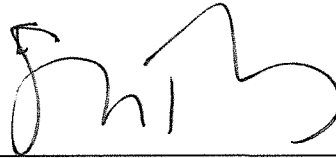
IN THE MATTER OF TELIAX, INC.)
FOR A CERTIFICATE TO PROVIDE COMPETING)
LOCAL EXCHANGE AND LONG DISTANCE)
TELECOMMUNICATIONS SERVICES ON A) Docket No. _____
FACILITIES AND RESOLD BASIS THROUGHOUT)
THE STATE OF TENNESSEE)

NOTICE OF FILING

TO: ALL INCUMBENT LOCAL EXCHANGE CARRIERS (ILECS)

PLEASE TAKE NOTICE, that in accordance with the Tennessee Public Utility Commission Rules for the Provision of Competitive Intrastate Telecommunications Services, you are hereby given notice that on April 9, 2019, TeliAx, Inc. filed an Application for a Certificate of Public Convenience and Necessity to provide Competing Local Telecommunications Services.

This 9th day of April, 2019.



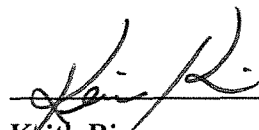
Sharon Thomas, Consultant to
TeliAx, Inc.

CERTIFICATE OF SERVICE

- | | |
|---|---|
| 1. Ardmore Telephone Company, Inc.
P.O. Box 549
517 Ardmore Avenue
Ardmore, TN 38449 | 10. Sprint-United
112 Sixth Street
Bristol, TN 37620 |
| 2. BellSouth Telecommunications, Inc.
333 Commerce Street
Nashville, TN 37201-3300 | 11. TDS Telecom-Concord Telephone
Exchange, Inc.
P.O. Box 22610
701 Concord Road
Knoxville, TN 37933-0610 |
| 3. CenturyTel of Adamsville
P.O. Box 405
116 Oak Street
Adamsville, TN 38310 | 12. TDS-Telecom-Humphreys County
Telephone Company
P.O. Box 552
203 Long Street
New Johnsonville, TN 37134-0552 |
| 4. CenturyTel of Claiborne
P.O. Box 100
507 Main Street
New Tazewell, TN 37825 | 13. TDS Telecom-Tellico Telephone
Company
P.O. Box 9
102 Spence Street
Tellico Plains, TN 37385-0009 |
| 5. CenturyTel of Ooltewah-Collegedale, Inc.
P.O. Box 782
5616 Main Street
Ooltewah, TN 37363 | 14. TDS Telecom-Tennessee Telephone
Company
P.O. Box 18139
Knoxville, TN 37928-2139 |
| 6. Citizens Telecommunications Company
of Tennessee
P.O. Box 770
300 Bland Street
Bluefield, WV 24701 | 15. TDS-Crockett Telephone Company, Inc.
P.O. Box 7
Friendship, TN 38034 |
| 7. Citizens Telecommunications Company
of the Volunteer State
P.O. Box 770
300 Bland Street
Bluefield, WV 24701 | 16. TEC-People's Telephone Company, Inc.
P.O. Box 310
Erin, TN 37061 |
| 8. Loretto Telephone Company, Inc.
P.O. Box 130
Loretto, TN 38469 | 17. TEC-West Tennessee Telephone
Company, Inc.
P.O. Box 10
244 E Main Street
Bradford, TN 38316 |
| 9. Millington Telephone Company, Inc.
4880 Navy Road
Millington, TN 38083 | 18. United Telephone Company
P.O. Box 38
120 Taylor Street
Chapel Hill, TN 37034 |

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of the Application of Teliax, Inc. upon the listing of incumbent LECs operating in the state of Tennessee listed herein, by mailing such copy by first class mail, postage prepaid.



Keith Rice

Inteserra Consulting Group, Inc.

Date: 4-9, 2019

TELIAX, INC.

Exhibit I

Toll Dialing Parity Plan

TELIAX, INC.
IntraLATA Toll Dialing Parity Plan
For Tennessee

1. Purpose

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

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

2. Implementation Date and Areas of Availability

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

For services provided via a Teliix switch, all switchlines will offer 2-PIC capability.

3. Method of Selection Process and costs

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

Existing Customers

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

New Customers

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

4. Customer Notifications

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

Cost Recovery

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

Miscellaneous Items

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

(Nondiscriminatory Access)

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

Rules B

Teliix will fully comply with all rules and regulations set forth by the FCC and the TPUC.

Teliix has no applicable rules.

LATA Associations

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

Exchange Coverage for Services

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

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

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

TELIAX, INC.

Exhibit J

Certification Status

TeliAx is authorized to provide service in Alabama, Colorado, District of Columbia, Delaware, Florida, Georgia, Iowa, Illinois, Indiana, Kentucky, Louisiana, Massachusetts, Maryland, Michigan, Minnesota, Missouri, Montana, Nebraska, New Hampshire, New Jersey, New Mexico, Nevada, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Rhode Island, Texas, Utah, Virginia, Washington, and West Virginia.

TeliAx is in the process of filing applications for authority nationwide. As of the date of this filing, applications are pending in Arizona, Hawaii, Idaho, Kansas, Mississippi, South Carolina, South Dakota, Vermont, Wisconsin, and Wyoming.

TELIAX, INC.

Exhibit K

Pre-filed Testimony of Mr. David Aldworth

**BEFORE THE
TENNESSEE PUBLIC UTILITIES COMMISSION**

In re: Application of)	
Teliix, Inc.)	Docket No. 19_____
For A Certificate to Provide Competing)	
Local Exchange and Long Distance)	
Telecommunications Services on a Facilities)	
and Resold Basis Throughout the State of Tennessee)	

**TESTIMONY OF

DAVID ALDWORTH

ON BEHALF OF

TELIAX, INC.**

1 I, David Aldworth, do hereby testify as follows in support of the Application of Teliix Inc.
2 (“Teliix”) for a Certificate of Convenience and Necessity as a competing telecommunications
3 services provider to provide facilities-based and resold local exchange and long distance
4 telecommunications services throughout the State of Tennessee.
5

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

7 A. My name is David Aldworth. My business address is 2150 W 29th Ave, #200, Denver,
8 Colorado 80211.
9

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

11 A. I am employed by Teliix, Inc. and hold the position of President and Chief Executive
12 Officer.
13

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

15 A. I am the founder of Teliix, Inc. and serve as its President and Chief Executive Officer. I
16 started the company with the help of friends and family in 2004 and have since grown the
17 company to several thousand retail, enterprise and wholesale customers. I previously held
18 positions as Marketing Director for Accelr8 Technology Corporation (NYSE: AXK) and
19 Director of Business Development for the Colorado Office of Innovation and Technology.
20

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

22 A. The purpose of my testimony is to present evidence describing the technical, managerial
23 and financial fitness of Teliix to provide facilities-based and resold local exchange and
24 long distance telecommunications services throughout the State of Tennessee. This
25 testimony will also describe the services proposed by Teliix. Finally, the purpose of my
26 testimony is to show that the public interest will be served by approval of the application
27 of Teliix, Inc. for a certificate of public convenience and necessity.
28

29 **Q. Has Teliix registered to do business in Tennessee?**

30 A. Yes. Teliix received Secretary of State Authority in Tennessee on May 16, 2018, as a
31 foreign corporation.

1 **Q. Has Teliix previously obtained authority in Tennessee?**

2 A. No.

4 **Q. Please describe the services Teliix proposes to offer.**

5 A. Teliix proposes to offer wholesale and retail competitive telecommunications service,
6 including local exchange, interexchange, and exchange access services, within the State of
7 Tennessee using its own facilities and services available from other facilities-based
8 carriers.

10 **Q. How will Teliix bill for its services?**

11 A. Teliix will bill customers directly.

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

14 A. Once it initiates operations, Teliix's toll free customer service telephone number will be
15 available twenty-four (24) hours per day, seven (7) days per week. The Company's toll
16 free telephone number for customer inquiries, complaints and repair is 1-888-483-5429.
17 Customers may also contact the company in writing at the headquarters address at 2150 W
18 29th Ave, #200, Denver, Colorado 80211.

20 **Q. Where is Teliix currently certificated?**

21 A. Teliix is authorized to provide service in Alabama, Colorado, District of Columbia,
22 Delaware, Florida, Georgia, Iowa, Illinois, Indiana, Kentucky, Louisiana, Massachusetts,
23 Maryland, Michigan, Minnesota, Missouri, Montana, Nebraska, New Hampshire, New
24 Jersey, New Mexico, Nevada, New York, North Carolina, North Dakota, Ohio, Oklahoma,
25 Oregon, Rhode Island, Texas, Utah, Virginia, Washington, and West Virginia. Teliix is in
26 the process of filing applications for authority nationwide. As of the date of this filing,
27 applications are pending in Arizona, Hawaii, Idaho, Kansas, Mississippi, South Carolina,
28 South Dakota, Vermont, Wisconsin, and Wyoming.

1 **Q. Describe Teliix's financial ability to operate as a local service provider.**

2 A. Teliix has sufficient financial resources to provide the requested telecommunications
3 services, the financial capability to maintain these services and to meet its lease obligations.
4 The confidential financial information is provided in the Company's application.
5

6 **Q. Does Teliix have the managerial and technical qualifications to provide local service
7 in Tennessee?**

8 A. Yes. Biographies of key executives and technical personnel are included with the
9 Company's application and demonstrate that the Company has highly experienced and
10 skilled managerial resources to provide the proposed services.
11

12 **Q. Where in Tennessee does Teliix intend to offer its services?**

13 A. Local exchange service will be offered within the present operating areas of AT&T (fka
14 BellSouth). Intrastate switched access service will be provided throughout the entire state.
15

16 **Q. How will Tennessee consumers benefit from Teliix's services?**

17 A. Certification of Teliix will serve the public interest and offer several benefits to local
18 telecommunication customers in Tennessee. Experience with competition in other
19 telecommunications markets demonstrates the benefits that competition can bring to
20 consumers. Teliix's proposed services will provide multiple public benefits by increasing
21 the competitive choices available to users in Tennessee. Enhanced competition in
22 telecommunications services likely will further stimulate economic development in
23 Tennessee. In addition, increased competition will create incentives for all carriers to offer
24 lower prices, more innovative services, and more responsive customer service.
25
26

1 **Q. Why is Teliix seeking facilities-based authority in Tennessee? Will Teliix use any**
2 **public rights-of-way?**

3 A. Teliix plans to obtain telephone numbers and enter into interconnection arrangements with
4 AT&T (fka BellSouth) and therefore requires facilities-based authority. Since Teliix has
5 no immediate plans to deploy cable or fiber, it does not foresee using public rights-of-way
6 in the next two quarters. However, Teliix does request the Commission's consent to use
7 public rights-of-way pursuant to applicable laws for possible future installations.
8

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


10 A. Yes.

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VERIFICATION

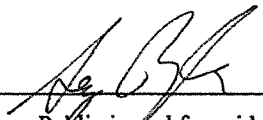
STATE OF COLORADO §
 §
COUNTY OF DENVER §

I, David Aldworth, first being duly sworn upon oath, depose and say that I am the President of Teliix, Inc. that I have read the above and foregoing pre-filed testimony by me subscribed and know the contents thereof; that said contents are true in substance and in fact, except to those matters stated upon information and belief, and as to those, I believe same to be true.



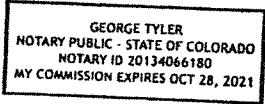
David Aldworth, President
Teliix, Inc.

Taken, sworn to and subscribed before me this 3 day of April, 2019.



Notary Public in and for said County

My Commission expires on the 3 day of April, 2019.



TELIAX, INC.

Exhibit L

Tariffs

Teliax intends to operate pursuant to market regulation, in accordance with amended
T.C.A. Section 65-5-109 enacted May 21, 2009.

Included with this Exhibit is the Company's switched access services tariff.

ACCESS SERVICE

TELIAX, INC.

ACCESS SERVICES TARIFF

Regulations and Schedule of Intrastate Access Rates

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

Issued:

Effective Date:

Issued By: David Aldworth, President
2150 W 29th Ave, #200
Denver, Colorado 80211

ACCESS SERVICE

CHECK SHEET

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

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
1	Original	*	26	Original	*	51	Original	*
2	Original	*	27	Original	*	52	Original	*
3	Original	*	28	Original	*	53	Original	*
4	Original	*	29	Original	*	54	Original	*
5	Original	*	30	Original	*	55	Original	*
6	Original	*	31	Original	*	56	Original	*
7	Original	*	32	Original	*	57	Original	*
8	Original	*	33	Original	*	58	Original	*
9	Original	*	34	Original	*	59	Original	*
10	Original	*	35	Original	*			
11	Original	*	36	Original	*			
12	Original	*	37	Original	*			
13	Original	*	38	Original	*			
14	Original	*	39	Original	*			
15	Original	*	40	Original	*			
16	Original	*	41	Original	*			
17	Original	*	42	Original	*			
18	Original	*	43	Original	*			
19	Original	*	44	Original	*			
20	Original	*	45	Original	*			
21	Original	*	46	Original	*			
22	Original	*	47	Original	*			
23	Original	*	48	Original	*			
24	Original	*	49	Original	*			
25	Original	*	50	Original	*			

* - indicates those pages included with this filing

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ACCESS SERVICE

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CONCURRING CARRIERS

No Concurring Carriers

CONNECTING CARRIERS

No Connecting Carriers

OTHER PARTICIPATING CARRIERS

No Other Participating Carriers

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EXPLANATION OF SYMBOLS

The following symbols are used for the purposes indicated below:

- (C)** - To signify changed listing, rule, or condition that may affect rates or charges.
- (D)** - To signify discontinued material, including listing, rate, rule, or condition.
- (I)** - To signify an increase.
- (M)** - To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N)** - To signify new material including listing, rate, rule or condition.
- (R)** - To signify a reduction.
- (S)** - To signify reissued material.
- (T)** - To signify change in wording of text but not change in rate, rule, or condition.

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ACCESS SERVICE

APPLICATION OF TARIFF

This tariff contains regulations, rates and charges applicable to, Intrastate Access including Switched Access, End User Access, and other related services, hereinafter referred to as Access Services, provided by the issuing carrier of the tariff, hereinafter referred to as the Company, to Customers.

Regulations, rates and charges as specified in this tariff apply to Access Services and shall not serve as a substitute for interexchange carrier tariff offerings of services to end users. The provision of such Access Services by the Company as set forth in this tariff does not constitute a joint undertaking with an interexchange carrier or other provider.

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TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. that the Commission follows in their tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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ACCESS SERVICE

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Access Minutes - Denotes usage of exchange facilities in intrastate service for the purpose of calculating chargeable minutes of use.

Access Service or Switched Access Service - Access to the switched network of an Exchange Carrier for the purposes of originating or terminating communications. Access Service is available to carriers as defined herein.

Access Service Request (ASR) - The Industry service order format used by Access Service Customer and access providers as agreed to by the ATIS/Ordering & Billing Forum.

Access Tandem - An Exchange Carrier's switching system that provides a traffic concentration and distribution function for originating or terminating traffic between local switching centers and the Customer's premises.

Account - The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code and/or operating company number (OCN) and/or carrier identification code (CIC) billed to the same Customer address.

Answer Supervision - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

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

Call - A Customer attempt for which the complete address code is provided to the called end office.

Carrier or Common Carrier - Provider of telecommunications services for hire. See also See Interexchange Carrier or Exchange Carrier.

Carrier Access Code - A uniform seven (7) digit code assigned to an individual carrier. The seven (7) digit code has the form 950-xxxx or 101-xxxx.

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ACCESS SERVICE

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

Central Office - A local company switching system where the station loops are terminated for purposes of interconnection to each other and to trunks.

Channel(s) - An electrical or, in the case of fiber optic-based transmission systems, a photonic communications path between two or more points of termination.

Commercial Mobile Radio Service (CMRS) - A wireless provider of telecommunications services.

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

Communications System - Denotes channels and other facilities which are capable of communications between terminal equipment provided by an entity other than the Company.

Collocation - Carrier facilities and/or equipment located in a local exchange carrier's central office.

Commission - The Federal Communications Commission or the Public Utility Commission of the State in which service is offered.

Company – Teliax, Inc., unless otherwise indicated by the context.

Constructive Order - Delivery of calls to or acceptance of calls from the Company's end user locations over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase access services as described herein. Similarly, the selection by a Company's end user of the Customer as the presubscribed IXC constitutes a Constructive Order of switched access by the Customer.

Conventional Signaling - The inter-machine signaling system has been traditionally used in North America for the purpose of transmitting the called number's address digits from the originating Local Switching Center which terminates the call. In this system, all of the dialed digits are received by the originating switching machine, a path is selected, and the sequence of supervisory signals and out pulsed digits is initiated. No overlap out pulsing ten-digit ANI, ANI information digits, or acknowledgment link are included in this signaling sequence.

Customer - The person, firm, corporation or other entity which orders the Company's service or receives the Company's service, including but not limited to an Interexchange Carrier, End User, other telecommunications carrier, or provider originating or terminating Toll VoIP-PSTN traffic.

Customer Agreement - The mutual agreement between the Company and the Customer for the provision of the Company's service.

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ACCESS SERVICE

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

Customer-Designated Premises - The premises specified by the Customer for the origination or termination of Access Services.

Customer Point of Presence (POP) - The physical location associated with the Customer's communication system.

Dedicated Access or Dedicated Transport - A method for a Customer to directly connect two locations of their choice with the dedicated (non-switched) services.

Digital Cross Connect System (DCS) - A digital system within a communications network with centralized switching and cross connection.

Digital Signal Level 0 (DS0) - A dedicated, full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps.

Digital Signal Level 1 (DS1) - A dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Bipolar with 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe (ESF) formats. DS1 Service has the equivalent capacity of 24 Voice Grade or DS0 services.

Digital Signal Level 3 (DS3) - A dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B3ZS). Equivalent capacity of 28 DS1 Services.

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

End User - Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to or uses intrastate service provided by a Carrier.

Entry Switch - The first point of switching.

Exchange - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications services in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications services within that area.

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

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

Facilities - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the services offered under this tariff.

Feature Group D – Access service which provides trunk side access to Company switches through the use of end office or access tandem switch trunk equipment. Feature Group D service may be arranged for 10XXXX dialing or equal access without using a dial code.

Federal Communications Commission - FCC

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

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

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

Hub - The Company office where Customer facilities are terminated for purposes of interconnection to Trunks and/or cross-connection to distant ends.

Interconnected Wholesale Provider - A company which sells, installs and maintains telephone systems for end users that interconnects its network to other telecommunication carriers networks for the delivery of telecommunication services.

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

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

InterMTA (Major Trading Area) - For purposes of this tariff, InterMTA refers to telecommunications traffic exchanged between a LEC and a CMRS, PCS or Wireless provider that originates and terminates in different Major Trading Areas as used by the FCC to define coverage for certain services.

Internet Protocol (IP) – The method by which data is sent from one computer to another on the Internet.

Internet Protocol (IP) Signaling - A packet data-oriented protocol used for communicating call signaling information.

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ACCESS SERVICE

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

Interstate - For purposes of this tariff, the term Interstate applies to the regulatory jurisdiction of services used for communications between locations located in different states within the United States or between one or more location in the United States and one or more international locations.

IntraMTA (Major Trading Areas) - For purposes of this tariff, IntraMTA refers to telecommunications traffic exchanged between a LEC and a CMRS, PCS or Wireless provider that originates or terminates within the same Major Trading Area as used by the FCC to define coverage for certain services.

Intrastate - For purposes of this tariff, the term Intrastate applies to the regulatory jurisdiction of services for communications between locations within the same state or services which are not jurisdictionally interstate.

Joint User - A person, firm or corporation designated by the Customer as a user of access facilities 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.

LATA (local access and transport area) - A geographic area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services, as amended from time to time.

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

Local Calling Area - A geographical area as defined in the Company's local or general exchange service tariff (s) in which an end user may complete a call without incurring toll usage charges.

Local Switching Center - The switching center where telephone exchange service Customer station channels are terminated for purposes of interconnection to each other and to interoffice trunks.

Message - A message is a Call as defined above

Network - Those telecommunication facilities operated by the Company and excludes any telecommunication facilities that are operated by other telecommunication providers.

Network Services - The Company's telecommunications Access Services.

Nonrecurring Charges - The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

OC-12 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 622.08 Mbps.

OC-3 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 155.52 Mbps.

Off-Hook - The active condition of switched access or a telephone exchange service line.

Off-Net - A Customer is considered to be Off-Net when its point of presence is not served by the same Hub in which the Company's Local Switching Center, which is providing service to the Customer, is located.

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

On-Net - A Customer is considered to be On-Net when its point of presence is served by the same Hub in which the Company's Local Switching Center, which is providing service to the Customer, is located.

Originating Direction - The use of Switched Access Service for the origination of calls from an end user or Customer premises to an IXC premises or to another Local Exchange Carrier or CMRS provider.

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

Point of Presence (POP) - Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network.

Point of Termination - The point of demarcation within a Customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and Customer-provided facilities as described in Part 68 of the Federal Communications Commission's Rules and Regulations.

Premises - The physical space designated by a Customer or Authorized User for the termination of the Company's service.

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

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ACCESS SERVICE

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

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

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

Service Order - The written request for Network Services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this tariff.

Service(s) - The Company's telecommunications Access Services offered on the Company's Network.

Serving Wire Center - The wire center from which the Customer-designated premises would normally obtain dial tone from the Company.

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

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

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

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

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ACCESS SERVICE

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

Special Access - See Dedicated Access.

Time Division Multiplexing (TDM) – A method of transmitting and receiving voice signals over the Public Switched Telephone Network (PSTN).

Term Agreement - A method of purchasing the Company's services whereby the Customer agrees to purchase service between specific locations for a specified and mutually agreed upon length of time.

Terminal Equipment - Telecommunications devices, apparatus and associated wiring on the Customer-designated premises.

Terminating direction - The use of Access Service for the completion of calls from an IXC or Carrier premises to and end user or Customer premises.

Toll VOIP-PSTN Traffic –The traffic exchanged in time division multiplexing ("TDM") format that originates and/or terminates in Internet Protocol ("IP") format. Traffic originates and/or terminates in IP format if it originates from and/or terminates to an end user customer of a service that requires Internet protocol compatible customer premises equipment.

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

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

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

VoIP Service - Transmission of communication by aid of wire, cable, radio, or other like connection using Voice Over Internet Protocol that is originated or terminated in Internet Protocol (IP) format. VoIP Services are those services that require the use of IP compatible customer premises equipment.

Wire Center - A physical location in which one or more central offices, used for the provision of exchange services, are located.

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ACCESS SERVICE

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company's service, pursuant to this tariff, is furnished to a Customer for intrastate communications. The Company's service is available twenty-four hours per day, seven days per week.

The Company arranges for installation, operation, and maintenance of the service provided in this tariff for the Customer in accordance with the rules and regulations set forth herein and in other relevant Company tariffs.

Access Service consists of access to the switched network of an exchange carrier for the purpose of originating or terminating communications. Access Service is available to carriers as defined herein.

2.2 Limitation of Service

2.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with this tariff.

2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.

2.2.3 The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

2.2.4 The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff shall not be liable for errors in transmission or for failure to establish connections.

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ACCESS SERVICE

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

2.3 Assignment or Transfer of Service

All service provided under this tariff is directly or indirectly controlled by the Company, and the Customer may not transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All rules and regulations contained in this document shall apply to all such permitted transferees or assignees, as well as all conditions of service.

2.4 Use of Service

2.4.1 Service may be used for any lawful purpose by the Customer or by any end user.

2.4.2 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.

2.4.3 Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

2.4.4 Any service provided under this tariff may be resold or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

2.4.5 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days.

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

2.4 Use of Service, (Cont'd.)

2.4.6 The Customer may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered; the rate to be charged, the duration of the services, and the rules and regulations in this tariff. The Customer will also be required to execute any other documents as may be reasonably requested by the Company.

2.4.7 Upon expiration of the initial term specified in each Service Order, or in any extension thereof, the service term will renew automatically at the same rules and regulations for successive one-year terms unless either party notifies the other 30 days prior to the expiration of the then current term that it wishes to terminate the service. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination including, but not limited to, any fees for early termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

2.4.8 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in unusual locations. In such cases, charges based on cost of the actual labor, material, and/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 periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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ACCESS SERVICE

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

2.4 Use of Service, (Cont'd.)

2.4.9 Special Construction

Subject to the agreement of the Company and to the terms 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 construction undertaken and characterized by one or more of the following:

- A. where facilities are not presently available and there is no other requirement for the facilities so constructed;
- B. of a type other than that which 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. involving abnormal costs;
- F. on an expedited basis;
- G. on a temporary basis until permanent facilities are available; or
- H. in advance of its normal construction.

Special construction charges for Access Service will be determined on an Individual Case Basis.

2.4.10 Ownership of Facilities

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

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

2.5 Discontinuance and Restoration of Service

Service continues to be provided until canceled by the Customer, in writing, or until canceled by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

2.5.1 Cancellation by the Customer

The Customer may have service discontinued upon written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a term agreement.

2.5.2 Cancellation by the Company

- A. For Nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than 30 days overdue.
- B. For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.
- C. The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service or of any of the provisions governing the furnishing of service under this tariff, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.
- D. For the Company to comply with any order or request of any governmental authority having jurisdiction, the Customer shall be subject to discontinuance of service, without notice.

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ACCESS SERVICE

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

2.5 Discontinuance and Restoration of Service, (Cont'd.)

2.5.3 Restoration of Service

- A. If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected and Customer pays a deposit at Company's discretion. Nonrecurring charges apply to restored services.
- B. Restoration of disrupted services shall be in accordance with Federal Communications Commission Rules and Regulations, which specify the priority system for such activities.

2.6 Cancellation of Application for Service

If the Customer cancels its order for service prior to the service due date, a Cancel Order Charge will apply. Charges are reflected in the Rate Section.

- 2.6.1 In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- 2.6.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

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ACCESS SERVICE

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

2.7 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

2.8 Term Agreements

The Company may offer Term Agreements wherein the Customer agrees to retain specified Company services for a mutually agreed upon length of time. A Termination Liability charge applies to early termination of a Term Agreement.

Upon expiration of a term contract, the service term will renew automatically at the same rules and regulations for successive one-year terms unless either party notifies the other 30 days prior to the expiration of the then current term that it wishes to terminate the service.

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

2.9 Billing and Payments

All bills for service provided to the Customer by the Company are due and payable on the due date printed on the invoice ("Due Date"), which is one day prior to the date of the next monthly invoice and are payable in immediately available funds.

2.9.1 The Company shall bill on a current basis all charges incurred by and credits due to the Customer. The Customer may receive its bill in: 1) a paper format, 2) on CD-ROM, or 3) via electronic transmission. Such bills are due on the Due Date regardless of the media utilized. The Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage. Adjustments for the quantities of service established or discontinued in any billing period beyond the minimum period of service will be prorated to the number of days based on a 30-day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of the bill.

2.9.2 The Company may assess charges for provisioning of additional copies of bills. See Section No. 4 for applicable rates and charges.

2.9.3 The Company, upon request of call detail records, including but not limited to, intraLATA toll free and intrastate access and resale services, may assess charges for the provisioning of these records. The call detail records will be in Exchange Message Interface (EMI) Industry format. See Section No. 4 for applicable rates and charges.

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2.9 Billing and Payments, (Cont'd.)

- 2.9.4 Further, if any portion of the payment is received by the Company after the payment Due Date as set forth above, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, a late payment penalty shall be due the Company. Any payment or portion thereof not received by the Due Date is subject to a late charge on the unpaid amount at the lesser of 1.5% per month or the maximum rate permitted by law.
- 2.9.5 A charge of \$25.00 (twenty-five dollars) or the current allowable amount will be assessed for any check or other form of payment returned by the drawee bank or other financial institution for insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or financial institution. This charge will be assessed in addition to any charges assessed by the drawee bank or any other financial institution.

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2.9 Billing and Payments, (Cont'd.)

2.9.6 The Company will establish a bill day each month for each Customer account. The bill will cover charges for the billing period for which the bill is rendered, plus any known unbilled charges and adjustments for any prior periods.

There are three types of rates and charges that apply to Access Service. These are monthly Recurring Charges, usage rates and Nonrecurring Charges.

A. Monthly Recurring Charges

Monthly Recurring Charges are flat rates for facilities that apply each month or fraction thereof that a specific rate element is provided.

B. Usage Rates

Usage rates are rates that are applied on a per unit of measure basis, such as per access minute or per query. Usage rates are accumulated over a monthly period.

C. Nonrecurring Charges

Nonrecurring Charges are one time charges that apply for a specific work activity (i.e., installation of new service or change to an existing service).

1. Installation of Service: Nonrecurring Charges apply to each Access Service installed. The charge is applied per line or Trunk.

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2.10 Claims and Disputes

Objections to billed charges must be reported to the Company within 120 calendar days of the date of the invoice associated with the disputed charges, or the invoice shall be deemed correct and all rights to dispute such charges are waived. Claims must include all supporting documentation. The Company shall make adjustments to the Customer's invoice to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.10.1 If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.

2.10.2 If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times a late factor as set forth in Section 2.9 of this tariff.

2.10.3 If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.

2.10.4 If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, the Customer must, within five (5) business days following written, electronic or telephonic notice of the resolution, pay the disputed amount including the late penalty as set forth in Section 2.9 of this tariff.

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

2.11 Payment of Deposits

- 2.11.1 The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit to make a deposit prior to or at any time after the provision of service. The deposit is to be held by the Company as a guarantee of the payment of rates and charges.
- 2.11.2 A deposit may not exceed the actual or estimated rates and charges for the service for a two-month period. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's requirement as to the prompt payment of bills.
- 2.11.3 At such time as the provision of the service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded. After the Customer has established a one-year prompt payment record, such a deposit will be refunded or credited to the Customer account at any time prior to the termination of the provision of the service to the Customer.
- 2.11.4 In case of a cash deposit, for the period the deposit is held by the Company, simple annual interest will be applied to the deposit for the number of days from the date the Customer deposit is received by the Company to and including the date such deposit is credited to the Customer's account or the date the deposit is refunded by the Company.
- 2.11.5 If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

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

2.12 Inspection, Testing and Adjustment

- 2.12.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether this tariff is being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these rules and regulations.
- 2.12.2 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four (24) hours in length and is requested by the Customer.

2.13 Interconnection

- 2.13.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company.
- 2.13.2 Interconnection with the services or facilities of other common carriers shall be executed in accordance with this tariff and the rules and regulations of the other common carrier's tariff(s).
- 2.13.3 The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may require the use of protective equipment at the Customer's expense. If this action fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

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

2.14 Liability of the Company

- 2.14.1 The liability of the Company, or any other common carrier or other service provider that furnishes any portion of the Company's services, for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing regulated or non-regulated service or facilities or equipment (including the obtaining or furnishing of information in respect thereof or with respect to the Customers of the service or facilities) will not exceed an amount equal to the MRC (calculated on a proportionate basis) for the affected service during the period which such error, mistake, omission, interruption or delay occurs. The extension of such allowances shall be the sole remedy of the Customer and the sole liability of the Company.
- 2.14.2 The Company will not be liable at any time or under any circumstance for indirect, consequential, special incidental, reliance, special, punitive or consequential damages (including, without limitation, harm to business, lost revenues, lost savings, lost opportunity, harm to business or loss of profits) in connection with services rendered to the Customer under this tariff.
- 2.14.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company is not liable under any circumstances for any act, omission, error, mistake, interruption or delay of any connecting carrier or other service provider or their respective agents, servants or employees; nor will the Company have any such liability for providers of connections, equipment, facilities, or services other than the Company or its agents, servants, or employees.
- 2.14.4 The Company is not liable for interruptions, errors, delays, or defects in transmission when caused by strike or other labor problems, power fluctuations, surges or failures, national emergencies, insurrections, acts of God, war, fire, flood, adverse weather conditions, explosion, vandalism, acts of terrorism, riots, government authorities, cable cut, ordinances, laws, rules, regulations or restrictions, condemnation or exercise of rights of eminent domain, or other causes beyond the Company's control.
- 2.14.5 The Company will not be liable under any circumstances for any act, omission, error, mistake, interruption or delay of any person or entity owning telecommunications facilities used by the Customer or who furnishes facilities or services connected with or provided in conjunction with the Company's service; or for the culpable conduct of the Customer, its agents, servants, employees, invitees, or guests, or failures of equipment, facilities or connections provided by the Customer.

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

2.15 Liability of the Customer

2.15.1 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, directors, employees, agents, invitees or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

2.15.2 Indemnification by the Customer

The Customer and any authorized or joint users, jointly and severally shall indemnify, defend and hold the Company harmless against claims, loss, damage, expense (including attorneys' fees and court costs) for (i) libel, slander, or infringement of copyright or unauthorized use of any trademark, tradename or service mark arising from the material transmitted over its facilities; (ii) infringement of patents arising from combining with, or using in connection with, facilities of the Company, equipment and systems of the Customer; (iii) all claims of any kind by Customer's end users; and (iv) all other claims including, without limitation, claims for damage to any business or property or injury to, or death of, any person arising out of any act or omission of the Customer in connection with facilities provided by the Company or the Customer. In the event any such infringing use is enjoined, the Customer, authorized user or joint user at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish any claim of infringement, or terminate the claimed infringing use or modify such infringement. The Customer and any authorized or joint users, jointly and severally shall also indemnify, defend and hold the Company harmless against: all claims, demands, losses or liabilities, including, but not limited to, fees and expenses of counsel, arising out of, occasioned by, or in connection with, any act or omission of the Customer or of any person utilizing the Customer's codes, services, equipment, or facilities, with or without the consent or knowledge of the Customer. Service is furnished subject to the conditions that it will not be used: (1) to make foul or profane expressions, (2) to impersonate another person with fraudulent or malicious intent, (3) to call another person so frequently, or at such times, or in any other manner so as to annoy, abuse, threaten, or harass the other person, (4) for any other unlawful purpose, or (5) in such a manner as to interfere with the use of the service by any other user.

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

2.15 Liability of the Customer, (Cont'd.)

2.15.3 Customer-Provided Equipment

The service and facilities furnished by the Company are subject to the following limitations: the Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the facilities of the Company caused by Customer-Provided equipment or premises wire. The Company shall have no obligation to install, maintain, repair or operate Customer-provided equipment. In the event that the Company, in responding to a Customer-initiated service call, determines that the cause of such service call is a failure, malfunction or inadequacy of Customer-provided equipment, the Customer must compensate the Company for such service call at the prevailing rate.

2.15.4 Use of Facilities of Other Companies - When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

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2.16 Taxes and Surcharges

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Unless otherwise specified in this tariff, such taxes, fees and surcharges are in addition to rates as quoted in this tariff and will be itemized separately on Customer invoices.

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

2.17 Jurisdictional Reporting

2.17.1 Switched Access Services

For purposes of determining the jurisdiction of Switched Access Services (originating toll free, terminating traffic and VoIP-PSTN traffic), to the extent the Company receives sufficient call detail to permit it to determine the jurisdiction of some or all originating and terminating access minutes of use, the Company will use that call detail to render bills for those minutes. To the extent call detail is not available the jurisdictional reporting requirements specified below will apply.

When a Customer orders Access Services, its projected Percent Interstate Usage (PIU) must be provided to the Company. Except to the extent the Company has sufficient call detail to determine the jurisdiction of the call, these percentages will be used by the Company to apportion the usage and/or charges between interstate and intrastate until a revised report is received as set forth herein.

To the extent that sufficient call detail is unavailable and the Customer has failed to provide its projected PIU, the Company shall allocate unidentifiable minutes subject to the PIU as 50 percent interstate traffic and 50 percent intrastate traffic.

Based on distribution of traffic (identifiable, Customer based PIU, Default PIU), Company may derive an aggregated factor.

2.17.2 IntraLATA Toll Usage

For purposes of determining the jurisdiction of IntraLATA Toll Usage termination, to the extent the Company receives sufficient call detail to permit it to determine the jurisdiction of some or all originating and terminating IntraLATA Toll minutes of use, the Company will use that call detail to render bills for those minutes. To the extent call detail is not available, the jurisdictional reporting requirements specified below will apply.

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

2.17 Jurisdictional Reporting, (Cont'd.)

2.17.2 IntraLATA Toll Usage, (Cont'd.)

When a Customer terminates IntraLATA Toll Usage, its projected Percent Local Usage (PLU) must be provided to the Company. Except to the extent the Company has sufficient call detail to determine the jurisdiction of the call, these percentages will be used by the Company to apportion the usage and/or charges between IntraLATA Toll and local until a revised report is received as set forth herein.

To the extent that sufficient call detail is unavailable and the Customer has failed to provide its projected PLU, the Company shall allocate unidentifiable minutes subject to the PLU as 50 percent IntraLATA Toll Usage traffic and 50 percent local traffic.

Based on distribution of traffic (identifiable, Customer based PLU, Default PLU), the Company may derive an aggregated factor.

2.17.3 Jurisdictional Reporting Timelines

The Customer shall provide to the Company, to be received no later than 15 days after the end of each quarter, a revised report reflecting the aforementioned factors, as applicable, for the past three (3) months, for each service arranged for use, based solely on the traffic originating from or terminating to the Company. The quarterly report will serve as the basis for the next three (3) months billing and will be effective on the bill date for that service. If the Customer does not supply the reports for services where reports are needed, the Company will assume the percentages to be the same as was previously provided in the most recent report(s).

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2.17 Jurisdictional Reporting, (Cont'd.)

2.17.4 Jurisdictional Reports

If a billing dispute arises or a regulatory commission questions any of the factors, the Customer will provide the data issued to determine the applicable factor. The Customer will supply the data within 30 days of the Company request.

The Customer shall keep records of call detail, description of the method for determining how end users originate and terminate calls in IP format, and other information from which the appropriate factors can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the factors. The Company reserves the right to conduct an audit, internally or with an external firm, at any time during the year. The Customer, at its own expense, has the right to retain an independent auditing firm.

In the event that an audit reveals that any Customer reported factors are incorrect, the Company shall apply the audit results to all usage affected by the audit. The Customer shall be back-billed or credited, for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 12 months. Back-billed amounts are subject to a late payment penalty and payment shall be made in immediately available funds by the due date printed on the invoice.

Should an audit reveal that the misreported factors resulted in an underpayment of usage charges to the Company of five percent or more of the total usage charges, the Customer shall reimburse the Company for the cost of the audit. Proof of cost shall be the bills, in reasonable detail, submitted to the Company by the auditor.

Within 15 days of completion of the auditor's report, the Company will furnish a copy of the audit results to the person designated by the Customer to receive such results.

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

2.18 Identification and Rating of Toll VoIP-PSTN Traffic

This section governs the identification of Toll VoIP-PSTN Traffic that is required to be compensated at interstate access rates unless the parties have agreed otherwise by the F.C.C. in its Report and Order in WC Dockets Nos. 10-90, etc., F.C.C. Release No. 11-161 (November 18, 2011) (F.C.C. Order). Specifically, this section establishes the method of separating Toll VoIP-PSTN Traffic from the Customer's traditional intrastate access traffic, so that Toll VoIP-PSTN Traffic can be billed in accordance with the F.C.C. Order. Toll VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates set forth in the Company's applicable interstate switched access Tariff FCC No. 1.

2.18.1 Calculation and Application of Percent-VoIP-PSTN-Usage Factors

The Company will determine the number of relevant VoIP-PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied under Section 4, by applying a Percent VoIP Usage ("PVU") factor to the total terminating intrastate access MOU (however determined - either based on call detail information, access lines or PIU) exchanged between the Company and the Customer. On and after July 1, 2014, the PVU will be applied to both originating and terminating intrastate access MOU. The PVU will be derived and applied as follows:

- A. The Customer will calculate and furnish to the Company a factor (the "PVU-A") representing the percentage of the total intrastate access MOU that the Customer exchanges with the Company in the State, that (a) is terminating access sent to the Company and that originates in IP format; or (b) is originating access received from the Company and terminates in IP format after June 30, 2014. This PVU-A shall be based on information such as the number of the Customer's retail VoIP subscriptions in the State (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
- B. Company will, likewise, calculate a factor (the "PVU-B") representing the percentage of the Company's total intrastate access MOU in the State that the Company originates or terminates in IP format. Through June 30, 2014, the PVU-B will represent only terminating access MOU. This PVU-B shall be based on information such as the number of the Company's retail VoIP subscriptions in the State (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.

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2.18 Identification and Rating of Toll VoIP-PSTN Traffic, (Cont'd.)

2.18.1 Calculation and Application of Percent-VoIP-PSTN-Usage Factors, (Cont'd.)

- C. The Company will use the PVU-A and PVU-B factors to calculate an effective PVU factor that represents the percentage of total intrastate access MOU exchanged between the Company and the Customer that is originated and/or terminated in IP format, whether at the Company's end, at the Customer's end, or at both ends. Through June 30, 2014, the PVU will represent only terminating intrastate access MOU. The effective PVU factor will be calculated as the sum of: (A) the PVU-A factor and (B) the PVU-B factor times (1.0 minus the PVU-A factor).
- D. The Company will apply the effective PVU factor to the applicable intrastate access MOU exchanged with the Customer, as described above, to determine the number of relevant VoIP-PSTN Traffic MOUs.

Example 1: The PVU-B is 5% and the PVU-A is 10%. The effective PVU factor is equal to $14.5\% \text{ PVU-A} + (\text{PVU-B} \times (1 - \text{PVU-A})) = \text{PVU}\%$. The Company will bill 14.5% of the Customer's applicable intrastate access MOU in accordance with the Company's interstate switched access tariff.

Example 2: The PVU-B is 0% and the PVU-A is 10%. The effective PVU factor is $10\% \text{ PVU-A} + (\text{PVU-B} \times (1 - \text{PVU-A})) = \text{PVU}\%$. The Company will bill 10% of the Customer's applicable intrastate access MOU in accordance with the Company's interstate switched access tariff.

Example 3: The PVU-A is 100%. No matter what the PVU-B factor is, the effective PVU is 100%. The Company will bill 100% of the Customer's applicable intrastate access MOU in accordance with the Company's interstate switched access tariff.

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2.18 Identification and Rating of Toll VoIP-PSTN Traffic, (Cont'd.)

2.18.1 Calculation and Application of Percent-VoIP-PSTN-Usage Factors, (Cont'd.)

- E. If the Customer does not furnish the Company with a PVU-A pursuant to the preceding paragraph 1, the Company will utilize a PVU equal to the PVU-B. For example, if the PVU-B factor is 0%, the Company will utilize a PVU equal to zero.
- F. The Customer shall not modify their reported PIU factor to account for Toll VoIP-PSTN Traffic.
- G. The Customer shall retain the call detail, work papers, and information used to develop the PVU factors for a minimum of one year.

2.18.2. PVU Factor Updates

The Customer may update the PVU-A factor quarterly. The Company may also update the PVU-B factor quarterly. The revised PVU factor will serve as the basis for future billing and will be effective on the bill date of each such month and shall serve as the basis for subsequent monthly billing until superseded by new PVU factors.

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2.18 Identification and Rating of Toll VoIP-PSTN Traffic, (Cont'd.)

2.18.3 PVU Factor Verification

- A. Not more than twice in any year, the Company may request from the Customer an overview of the process used to determine the PVU factors, the call detail records, description of the method for determining how the end user originates and terminates calls in IP format, and other information used to determine the Customer's PVU factors furnished to the Company in order to validate the PVU factors supplied. The Customer shall comply and shall reasonably supply the requested data and information within 15 days of the Company's request.
- B. The Company may dispute the Customer's PVU factors based upon:
 - 1. A review of the requested data and information provided by the Customer;
 - 2. The Company's reasonable review of other market information, F.C.C. reports on VoIP lines, such as F.C.C. Form 477 or state level results based on the F.C.C. Local Competition Report or other relevant data; and
 - 3. A change in the reported PVU factor by more than five percentage points from the preceding quarter.
- C. If after review of the data and information, the Customer and the Company establish revised PVU factors, the Company will begin using those revised PVU factors with the next bill period.

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2.18 Identification and Rating of Toll VoIP-PSTN Traffic, (Cont'd.)

2.18.3 PVU Factor Verification, (Cont'd.)

- D. If the dispute is unresolved, the Company may initiate an audit. The Company shall limit audits of the Customer's PVU factor to no more than twice per year. The Customer may request that the audit be conducted by an independent auditor. In such cases the associated auditing expenses will be paid by the Customer.
1. In the event that the Customer fails to provide adequate records to enable the Company or an independent auditor to conduct an audit verifying the Customer's PVU factors, the Company will bill the usage for all contested periods using the most recent undisputed PVU factors reported by the Customer. These PVU factors will remain in effect until the audit can be completed.
 2. During the audit, the most recent undisputed PVU factors from a previous reporting period will be used by the Company.
 3. The Company will adjust the Customer's PVU factors based on the results of the audit and implement the revised PVU in the next billing period or quarterly report date, whichever is first. The revised PVU factors will apply for the next two quarters before new factors can be submitted by the Customer.
 4. If the audit supports the Customer's PVU factors, the usage for the contested periods will be adjusted to reflect the Customer's audited PVU factors.

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

2.19 Obligations of the Customer

2.19.1 Damages

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

2.19.2 Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

2.19.3 Equipment Space and Power

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of ac or dc power shall be mutually agreed to by the Customer and Company. The Customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service.

2.19.4 Testing

The service provided under this tariff shall be made available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

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

2.19 Obligations of the Customer, (Cont'd.)

2.19.5 Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.19.6 Network Contingency Coordination

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

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ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE

3.1 General

Switched Access Service, which is available to a Customer for use in furnishing services to end users, provides a two-point electrical communications path between a Customer's premises and an end user's premises. It provides for the use of common and dedicated terminations, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate or terminate calls from an end user's premises to a Customer's premises. When the Customer is a CMRS provider, Switched Access Service rates apply for all interMTA traffic.

Switched Access Service is also available to pass calls between a Customer's premises and the premises of another carrier, including a CMRS provider and an Interconnected IP Wholesale provider.

The application of rates for Switched Access Service is described in Section 4 following. Rates and charges for services other than Switched Access Service, i.e., a Customer interLATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services.

Arrangements for indirect or direct interconnection by Local Exchange Carriers, Competitive Local Exchange Carriers, Wireless Providers (Commercial Mobile Radio Services (CMRS) and Personal Communications Services (PCS)) and Interconnected Wholesale Providers with the Company's facilities for the completion of local and intraLATA toll traffic will be negotiated on a case by case basis, provided that, in cases where no agreement is in place for completion of such calls, the Company may charge one of the following rates: the state authorized UNE Switching rate(s) or the rate being charged by the other carrier for the Company's traffic terminating on the other carrier's network.

3.1.1 Ordering Conditions

Except as provided elsewhere in this tariff, all services offered under this tariff will be ordered using an Access Service Request (ASR). The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines (ASOG), unless otherwise specified herein.

3.1.2 Access Service Intervals

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

- Standard Interval
- Negotiated Interval

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ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.1 General, (Cont'd.)

3.1.2 Access Service Intervals, (Cont'd.)

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

A. Standard Interval

The Standard Interval for Access Service will be specified at the time the order is placed. This interval only applies to standard service offerings for a Customer which is On-Net and at locations where there are pre-existing facilities to the Customer Premises. Access Service provided under the Standard Interval will be installed during Company business hours.

B. Negotiated Interval

The Company will negotiate a Service Date Interval with the Customer when:

1. the Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
2. there is no existing facility connecting the Customer Premises with the Company; or
3. the Customer requests a service that is not considered by the Company to be a standard service offering (i.e., if additional engineering is required to complete the order); or
4. The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Service the Customer has requested. The Negotiated Interval may not exceed the Standard Interval Service Date by more than six (6) months, or, when there is no Standard Interval, the Company offered Service Date.

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ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.1 General, (Cont'd.)

3.1.3 Access Service Request Modifications

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

A. Service Commencement Date Changes

ASR service date for the installation of new services or rearrangement of existing services may be changed, but the new service date may not exceed the original Service Commencement Date by more than thirty (30) calendar days. When, for any reason, the Customer indicates that service cannot be accepted for a period not to exceed thirty (30) calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. In addition, when the Customer submits a request for Service Date Change that is less than five (5) business days from the date of notification by the Customer, a Service Date Change Charge and an Expedited Order Charge will apply. No Expedited Order Charge will apply if the Customer requests a Service Date Change that is more than five (5) business days from the date of request by the Customer but earlier than the original requested Service Commencement Date.

If the Customer requested service date is more than thirty (30) calendar days after the original service date, the order will be canceled by the Company on the thirty-first day. Appropriate cancellation charges will be applied. If the Customer still requires the service, the Customer must place a new ASR with the Company.

The Service Date Change Charge will apply on a per order, per occurrence basis for each service date changed. The applicable charges are set forth in Section 4.

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ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.1 General, (Cont'd.)

3.1.3 Access Service Request Modifications, (Cont'd.)

B. Design Change Charge

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

The Design Change Charge will apply on a per order, per occurrence basis, for each order requiring a Design Change. The applicable charges, as set forth in Section 4, are in addition to a Service Date Change Charges that may apply.

C. Expedited Order Charge

When placing an Access Order for services(s) for which a Standard Interval exists, a Customer may request a Service Commencement Date that is earlier than the Standard Interval Service Date, in which case an Expedited Order Charge will apply. The Expedited Order Charge will not apply if the new Service Commencement Date is more than five (5) days from the date of the request to the Company of the expedited order request. The request for an earlier service date may be received from the Customer prior to its issuance of an ASR, or after the ASR has been issued but prior to the service date. The Company has the exclusive right to accept or deny the Expedited Order request. However if, upon reviewing availability of equipment and scheduled work load, the Company agrees to provide service on an expedited basis and the Customer accepts the Company's proposal, an Expedited Order Charge will apply.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.1 General, (Cont'd.)

3.1.3 Access Service Request Modifications, (Cont'd.)

C. Expedited Order Charge, (Cont'd.)

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

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

In the event the Customer cancels an expedited request, the Expedited Order Charge will be added to all applicable Cancellation Charge specified herein.

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

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

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

The Expedited Order Charge will apply on a per order, per occurrence basis, as specified in Section 4 Rates.

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ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.1 General, (Cont'd.)

3.1.4 Application of Access Charges to Toll VoIP-PSTN Traffic

- A. All Toll VoIP-PSTN traffic will be assessed switched access at rates set forth in the Company's applicable interstate switched access Tariff FCC No. 1.
- B. The Company shall assess and collect switched access rate elements under this tariff for access services, regardless of whether the Company itself delivers such traffic to the called party's premises or delivers the call to the called party's premises via contractual or other arrangements with an affiliated or unaffiliated provider of VoIP service that does not itself seek to collect switched access charges for the same traffic. The Company will not charge for functions not performed by the Company, its affiliated or unaffiliated provider of VoIP service. For purposes of this provision, functions provided by the Company as part of transmitting telecommunications between designated points using, in whole or in part, technology other than TDM transmission in a manner that is comparable to a service offered by a local exchange carrier constitutes the functional equivalent of carrier access service.

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ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.2 Rate Categories

The Company applies traditional per minute of use switched access rate elements to originating and terminating traffic including Tandem Services. Switched Access Services may include charges for 1+ domestic and international traffic and 8XX traffic, 500, 700, & 900 access traffic, 950 traffic, and etc. The rate elements may include the following rate categories:

- Carrier Common Line
- Local Switching
- Transport
- 8XX Database Query
- Last Resort LNP Queries

The Company assesses the per minute of use rate elements plus 8XX Data Base Query rates for originating 8XX Access services.

For Tandem Services, including for CMRS, and Interconnected Wholesale Providers, the Company assesses traditional per minute of use switched access rate elements and 8XX Database Query charges, as applicable. The rate elements may include the following rate categories:

- Tandem Switching
- Transport
- 8XX Database Query

Ancillary access charges are billed in addition to the primary access charge rate categories listed above. Ancillary access rate elements are billed in addition to the rate element per minute of use charges and may include, but are not limited to 500/900 Access Service, Inward Operator Services, Operator Pass Through Service, Billing Name and Address, and recording services.

3.2.1 Carrier Common Line

The Carrier Common Line rate category includes the charges related to the use of common lines by Customers and end users for intrastate access and the terminations in the local end office of end user lines.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.2 Rate Categories, (Cont'd.)

3.2.2 End Office Local Switching

The Local Switching rate category establishes the charges related to the use of local office switching equipment, the terminations of calls at Company Intercept Operators or recordings, the use of common trunk port, the use of Signaling Transfer Point (STP), and the SS7 signaling function between the end office and the STP. End Office Local Switching may include any functional equivalent of the incumbent local exchange carrier End Office Local Switching access service provided by the Company via analogous facilities.

Where local end offices are appropriately equipped, international dialing may be provided. International dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard equipped end office.

3.2.3 Transport

The Transport rate category provides the transmission and transport termination facilities between the Customer premises and the switch(es) where the Customer traffic is switched to originate or terminate its communications. Transport may include any functional equivalent of the incumbent local exchange carrier Transport access service provided by the Company via analogous facilities. The rate components may include:

Transport - Termination
Transport - Facility
Interconnection Charge

The Company will work cooperatively with the Customer in determining (1) whether the service is to be directly routed to an end office switch or through an access tandem switch, and (2) the directionality of the service.

A. Transmission Paths

The number of Transport transmission paths provided is based on the Customer's order and is determined by the Company.

B. Interconnection

Interconnection of non-Company switched access transport facilities is available between an end office and a Customer point of presence where such facilities are

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ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.2 Rate Categories, (Cont'd.)

3.2.4 Tandem Switching

The Tandem Switching category establishes the charges associated with “switching” the call through the Company’s switching office from the “incoming” trunk group to the “outgoing” trunk group.

Tandem Switching charges apply when the Company passes a call between the Customer and another carrier, including CMRS providers and Interconnected Wholesale providers. Tandem switching charges may include charges for multiplexing and associated trunk ports, where applicable. Tandem Switching may include any functional equivalent of the incumbent local exchange carrier Tandem Switching access service provided by the Company via analogous facilities.

3.2.5 8XX Data Base Query Service

8XX Data Base Query Service is a service offering utilizing originating trunk side Switched Access Service. When an 8XX + NXX + XXXX call is originated by an end user, the Company will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location (Carrier identification Code or destination routing number) to which the call is to be routed. This service is billed based on a per query charge.

3.2.6 Local Routing Number (LRN) Query Service of Last Resort

LRN Query Service of Last Resort can be used when a call is routed to the Company’s local or tandem switching office where the dialed telephone number is portable and a query has not been performed to identify the correct Carrier for routing of the call. A LRN query will be performed and the call will be re-routed to the correct Carrier. This service charge is a per query charge and will be billed to the Carrier originating the call.

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ACCESS SERVICE

SECTION 4 - RATES AND CHARGES

4.1 Switched Access Service

4.1.1 Service Implementation

A. Installation Charge (Per Trunk)

Entrance FacilityInstallation Charge (per channel)
Nonrecurring Charge

2-wire	\$100.00
Each additional 2-wire	\$100.00
4-wire	\$150.00
Each additional 4-wire	\$150.00
First DS1	\$313.25
Each additional DS1	\$313.25

4.1.2 Change Charges (per order)

Charge per OccurrenceNonrecurring Charge

Service Date Change Charge, per order	\$50.00
Design Change Charge, per circuit	\$150.00
Design Change Charge, per DS3 and higher circuit	\$300.00
Expedited Order Charge, per location, per order	\$250.00
Service Order Charge, per order	\$25.00
Access Carrier Name Abbreviation (ACNA) Change (per trunk)	\$170.00
Billing Account Number (BAN) Change	\$170.00
Customer Circuit Identification (CKR) Change	\$22.00
Returned Check Charge	\$25.00
Cancellation (after 3 business days from order placement)	Full NRC plus \$250.00, per order

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ACCESS SERVICE

SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.1 Switched Access Service, (Cont'd.)

4.1.3 Cancellation Charges (per order)

Cancellation charge - Individual Case Basis.

4.1.4 Direct Connect Charges

<u>Entrance Facility Type</u>	<u>Monthly Recurring Charge</u>
2-wire	\$30.00
4-wire	\$45.00
Per DS1	\$150.00

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ACCESS SERVICE

SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.1 Switched Access Service, (Cont'd.)

4.1.5 Local Switching

- A. The Local Switching rate is applied per minute of use rate.

	Originating	Terminating
Per minute of use	\$0.0021280	Note 1

- B. Common Trunk Port

The Common Trunk Port (CTP) rate element is applied per minute of use when traffic is delivered from an access tandem for local switching or switched from a host office to a remote end office.

	Originating	Terminating
Per minute of use	\$0.0008000	Note 1

Note 1: See the Company's Access Services Tariff FCC No. 1 at the following link <https://apps.fcc.gov/etfs/public/lecTariffs.action?idLec=584>.

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SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.1 Switched Access Service, (Cont'd.)

4.1.6 Tandem Switching and Transport Rate Elements

- A. The Tandem Switching rate element is applied per minute of use for traffic switched through an access tandem.

	<u>Originating</u>	<u>Terminating</u>
Per minute of use	\$0.0011770	Note 1

- B. Common Transport

Common Transport applies to traffic routed to or from an access tandem or from a host office to or from a remote end office. The Transport Termination rate element is applied per minute of use for the facility termination and per minute per mile for the Transport Facility.

	<u>Originating</u>	<u>Terminating</u>
Transport Termination Per Minute of Use	\$0.0001760	Note 1
Transport Facility Per Minute of Use Per Mile	\$0.0000230	Note 1

Note 1: See the Company's Access Services Tariff FCC No. 1 at the following link <https://apps.fcc.gov/etfs/public/lecTariffs.action?idLec=584>.

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SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.1 Switched Access Service, (Cont'd.)

4.1.7 8XX Data Base Access Service

The 8XX Data Base Access Service query charge rate may vary depending on the locality. POTS Translation and Call Handling charges are optional features which apply in addition to the Number Delivery charge.

800 Query

Basic, per query

\$0.0042100

4.1.8 Direct-Trunked Transport

Offered on an individual case basis.

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SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.1 Switched Access Service, (Cont'd.)

4.1.9 Other Switched Access Charges

<u>Rate Element</u>	<u>Access Rate</u>
A. BNA (Billing Name & Address) per 10-digit ANI requested	\$0.20
B. Media Options Charge	Customers who elect to receive a paper or CD-ROM version of their invoice will incur a surcharge of \$15.00 per bill cycle.
C. Automatic Number Identification (ANI) Per ANI delivered	\$0.000080
D. LRN Query of Last Resort - per Query	\$.0029720

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ACCESS SERVICE

SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.2 Carrier Identification Code Opening Charge

4.2.1 General

A Customer may request the opening of its Carrier Identification Code (CIC) on the Company's switches to allow the Company's end users to select the Customer as their interLATA, IntraLATA, interstate and/or international service provider. A Charge is applicable for each switch in which the CIC is opened.

4.2.2 Rates and charges

CIC/ASR Charge per switch	\$50.00
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ACCESS SERVICE

SECTION 5 - CUSTOMER SPECIFIC CONTRACTS

5.1 General

The Company may provide any of the services offered under this Access Service Tariff, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this Access Service Tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under this Section are not eligible for any promotional offerings which may be offered by the Company from time to time.

Contract terms and conditions pursuant to this section are available to any similarly situated Customer that places an order within 90 days of the contract effective date.

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