STATE OF SOUTH CAROLINA

(Caption of Case)

Application of StarVox Communications, Inc. for a Certificate of Public Convenience and Necessary to Provide Resold and Facilities-Based Local Exchange and Interexchange Telecommunications Services in the State of South Carolina, for Flexible Regulation, and for Alternative Regulation

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

COVER SHEET

DOCKET NUMBER: 2007 - ____ - C

(Please type or print)
**Submitted by:** John J. Pringle, Jr.

**Address:** Ellis, Lawhorne & Sims, PA
PO Box 2285
Columbia SC 29202

**SC Bar Number:** 11208
**Telephone:** 803-343-1270
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**Other:**

**Email:** jpringle@ellislawhorne.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

## DOCKETING INFORMATION (Check all that apply)

☐ **Emergency Relief demanded in petition**

☐ **Request for item to be placed on Commission's Agenda expeditiously**

☐ **Other:**

| INDUSTRY (Check one) | NATURE OF ACTION (Check all that apply) | | |
|---|---|---|---|
| ☐ Electric | ☐ Affidavit | ☐ Letter | ☐ Request |
| ☐ Electric/Gas | ☐ Agreement | ☐ Memorandum | ☐ Request for Certification |
| ☐ Electric/Telecommunications | ☐ Answer | ☐ Motion | ☐ Request for Investigation |
| ☐ Electric/Water | ☐ Appellate Review | ☐ Objection | ☐ Resale Agreement |
| ☐ Electric/Water/Telecom. | ☒ Application | ☐ Petition | ☐ Resale Amendment |
| ☐ Electric/Water/Sewer | ☐ Brief | ☐ Petition for Reconsideration | ☐ Reservation Letter |
| ☐ Gas | ☐ Certificate | ☐ Petition for Rulemaking | ☐ Response |
| ☐ Railroad | ☐ Comments | ☐ Petition for Rule to Show Cause | ☐ Response to Discovery |
| ☐ Sewer | ☐ Complaint | ☐ Petition to Intervene | ☐ Return to Petition |
| ☒ Telecommunications | ☐ Consent Order | ☐ Petition to Intervene Out of Time | ☐ Stipulation |
| ☐ Transportation | ☐ Discovery | ☐ Prefiled Testimony | ☐ Subpoena |
| ☐ Water | ☐ Exhibit | ☐ Promotion | ☐ Tariff |
| ☐ Water/Sewer | ☐ Expedited Consideration | ☐ Proposed Order | ☐ Other: |
| ☐ Administrative Matter | ☐ Interconnection Agreement | ☐ Protest | |
| ☐ Other: | ☐ Interconnection Amendment | ☐ Publisher's Affidavit | |
| | ☐ Late-Filed Exhibit | ☐ Report | |

Print Form  Reset Form

# ELLIS : LAWHORNE

John J. Pringle, Jr.
Direct dial: 803/343-1270
jpringle@ellislawhorne.com

October 1, 2007

**FILED ELECTRONICALLY AND ORIGINAL VIA 1ST CLASS MAIL SERVICE**
The Honorable Charles L.A. Terreni
Chief Clerk
**South Carolina Public Service Commission**
Post Office Drawer 11649
Columbia, South Carolina 29211

RE: Application of StarVox Communications, Inc. for a Certificate of Public Convenience and Necessary to Provide Resold and Facilities-Based Local Exchange and Interexchange Telecommunications Services in the State of South Carolina, for Flexible Regulation, and for Alternative Regulation
**Docket No. 2007-__-C, ELS File No. 1345-11443**

Dear Mr. Terreni:

Enclosed is the original and one (1) copy of the **Application** filed on behalf of StarVox Communications, Inc. in the above-referenced matter.

Please acknowledge your receipt of this document by file-stamping the copy of this letter enclosed, and returning it in the enclosed envelope.

If you have any questions or need additional information, please do not hesitate to contact me.

Very truly yours,

John J. Pringle, Jr.

JJP/cr
cc: Office of Regulatory Staff Legal Department
Catherine M. Hannon, Esquire
Mr. Chris McKee
Enclosures
**THIS DOCUMENT IS AN EXACT DUPLICATE OF THE E-FILED COPY SUBMITTED TO THE COMMISSION IN ACCORDANCE WITH ITS ELECTRONIC FILING INSTRUCTIONS.**

**BEFORE THE**
**PUBLIC SERVICE COMMISSION**
**OF SOUTH CAROLINA**

| | | |
|---|---|---|
| **In the Matter of the Application of** | ) | |
| | ) | |
| **STARVOX COMMUNICATIONS, INC.** | ) | |
| | ) | **Docket No. 2007-__-C** |
| **For a Certificate of Public Convenience and** | ) | |
| **Necessity to Provide Resold and Facilities-** | ) | |
| **Based Local Exchange and Interexchange** | ) | |
| **Telecommunications Services in the State of** | ) | |
| **South Carolina, for Flexible Regulation, and** | ) | |
| **For Alternative Regulation** | ) | |

## APPLICATION OF STARVOX COMMUNICATIONS, INC.

StarVox Communications, Inc. ("StarVox" or "Applicant"), by counsel, and pursuant to S.C. Code Ann. §58-9-280, respectfully requests that the South Carolina Public Service Commission (the "Commission") grant this Application for a Certificate of Public Convenience and Necessity to provide resold and facilities-based local exchange and interexchange telecommunications service throughout the State of South Carolina. StarVox also requests flexible regulation for its local exchange telecommunications services as the Commission first granted in Order No. 98-165 in Docket No. 97-467-C. In addition, the Applicant also requests that the Commission regulate its intrastate interexchange service offerings as described below in accordance with the principles and procedures established for alternative regulation in Orders No. 95-1734 and 96-55 in Docket No. 95-661-C, and as modified by Order No. 2001-997 in Docket No. 2000-407-C. StarVox further requests, pursuant to R. 103-601(3) of the Commission's rules, that the Commission waive application to it of certain Commission rules, as outlined herein.

StarVox proposes to offer resold and facilities-based interexchange and local exchange services to customers throughout the geographic territory of South Carolina. StarVox anticipates that its customers will be primarily, though not exclusively, business customers. Approval of this application will promote the public interest by providing its subscribers with cost advantages realized through the provision of competitive telecommunications services. Applicant's service will necessarily utilize existing carrier communications facilities more efficiently through increased usage. Telecommunications carriers will be empowered to provide more efficient and reliable services at lower prices, thereby benefiting consumers. Moreover, the provision of a wider range of telecommunications service will bolster the State's economic health.

In support of its Application, StarVox respectfully submits as follows:

1. **The name and address of the Applicant are:**

   StarVox Communications, Inc.
   2728 Orchard Parkway
   San Jose, CA 95134
   Telephone: (408) 625-2700
   Facsimile: (408) 354-3551
   E-mail: www.starvox.com

2. **All correspondence, notices, inquiries and other communications regarding this application should be addressed to:**

   John J. Pringle, Jr.
   Ellis, Lawhorne & Sims, P.A.
   P. O. Box 2285
   Columbia, SC 29202
   Telephone: (803) 343-1270
   Fax: (803) 799-8479

With copies to:

Catherine M. Hannan
Helein & Marashlian, LLC
The *Comm*Law Group
1483 Chain Bridge Road
Suite 301
McLean, VA 22101
Telephone: (703) 714-1300
Fax: (703) 714-1330

**3. Contact person regarding ongoing operations of the Company is:**

Christopher McKee
Vice President and General Counsel
StarVox Communications, Inc.
43480 Yukon Drive, Suite 201
Ashburn, VA 20147
Telephone: (202) 903-0401
Facsimile: (408) 354-3551

**4. Description of Applicant**

StarVox is a corporation formed under the laws of the State of California. A copy of StarVox's Articles of Incorporation, as amended, as well as a copy of StarVox's Certificate of Authority to Transact Business in the State of South Carolina, is attached hereto as **Exhibit A**. Applicant is certificated, registered or otherwise authorized to provide interexchange telecommunications services in California, Florida, Georgia, Illinois, Indiana, Massachusetts, Michigan, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Texas, Utah, Virginia and Washington. Applicant is also authorized by the Federal Communications Commission to provide domestic and international telecommunications services. Starvox has also recently filed (or expects to file shortly) applications for local exchange authority in the states of California, Florida, Georgia, New York and North Carolina, and applications for local exchange and interexchange authority in the states of Alabama, Kentucky, Louisiana, Nevada and Tennessee.

Applicant has not had an application denied or rejected, nor had a certificate revoked in any jurisdiction.

**5. Officers and Directors and Legal Counsel**

Applicant's officers, directors and legal counsel are identified at **Exhibit B** hereto.

**6. Customer Service**

StarVox understands the importance of effective customer service for local service customers. StarVox has made arrangements for its customers to call the company at its toll-free customer service number, (866) 978-2786. In addition, customers may contact the company in writing at the headquarters address, as well as via e-mail at www.starvox.com. The toll free number will be printed on the customer's monthly billing statements. The South Carolina contact person knowledgeable about StarVox's operations, and who will also respond to ongoing Commission inquiries concerning tariffing, billing issues and customer complaints, is Andrea Swanson. Ms. Swanson can be contacted electronically at aswanson@starvox.com or telephonically at (408) 625-2684.

**7. Financial Ability**

The financial statements of StarVox demonstrate that Applicant's financial strength is sufficient to enable it to provide and maintain service in the State of South Carolina. StarVox does not intend to construct facilities, other than equipment to be installed in existing buildings or structures, or to purchase facilities in the near future. Applicant anticipates satisfying its cash flow obligations from revenues from its South Carolina operations and is well positioned ensure the continued provision of reliable

telecommunications service to South Carolina residents. Applicant's financial statements are attached hereto as **Exhibit C**.

**8. Managerial and Technical Ability**

StarVox has the managerial and technical capability to provide high quality local and interexchange telecommunications services within and throughout the State of South Carolina. Profiles of the experience of key members of StarVox's senior management team are attached as **Exhibit D**.

**9. Description of Services Offered and Proposed Service Territory**

Applicant proposes to provide facilities-based and resale competitive local exchange and long distance resale telecommunications services to commercial and residential subscribers throughout the State of South Carolina. StarVox's local service offering to local exchange single-line and multi-line business and residential customers in the State of South Carolina will include, but will not be limited to, basic two-way local business and residential lines, custom calling features (such as three way calling, call forward, call waiting, speed calling), CLASS service features (such as caller I.D., automatic redial/recall, customer originated trace), busy verification and interrupt service, trap circuit service, Centrex services, Integrated Services Digital Network (ISDN) Services, private line services, PBX trunk access, and direct inward dialing (DID) services. In addition, StarVox will offer dual-party relay service, 9-1-1 Emergency Services, directory assistance and operator assisted calls.

As an initial matter, StarVox will not be installing any facilities other than equipment to be installed in existing buildings or structures for the purpose of providing local exchange service in South Carolina. This equipment may include switches; the

location of these switches has yet to be determined and will be developed by StarVox as it progresses in its interconnection agreement discussions. StarVox will also lease transmission and loop facilities. StarVox will utilize this manner of providing service to its customers in South Carolina until such time as it makes financial and operational sense to deploy additional equipment and facilities in South Carolina.

**10. Public Interest and Need**

The granting of StarVox's application is consistent with S.C. Code Ann. § 58-9-280(B), and, in that regard, StarVox makes the following representations to the Commission:

1. StarVox possesses the requisite technical, financial and managerial resources sufficient to provide the services requested;
2. StarVox's services will meet service standards required by the Commission;
3. The provision of services by StarVox will not adversely impact the availability of affordable telecommunications service;
4. StarVox, to the extent it is required to do so by the Commission, will participate in the support of universally available telephone service at affordable rates; and
5. The provision of services by StarVox will not adversely impact the public interest.

Grant of StarVox's Application for a Certificate of Public Convenience and Necessity to provide the service described within this Application is in the public interest and will serve the public convenience and necessity. The public interest will be served by expanding the availability of competitive telecommunications services and enhanced telecommunications infrastructure in the State of South Carolina, thereby facilitating economic development. Authorizing StarVox to enter the telecommunications service market will increase the competitive choices available, and in turn create incentives for

all carriers to lower prices, provide new and better quality services, and be more responsive to customer issues and demands.

## 11. Waivers and Regulatory Compliance

StarVox requests that, pursuant to Rule 103-601(3), the Commission grant it a waiver of those regulatory requirements that are inapplicable to Starvox's services because compliance with such rules would cause StarVox unusual hardship.[1]

Specifically, StarVox requests a waiver of the following Commission Rules:

Rule 103-610: requiring a utility to maintain its records in the State of South Carolina. StarVox is headquartered in California. As a result, it would be impractical for StarVox to maintain separate records in South Carolina. If the Commission determines it is necessary to review StarVox's books, StarVox will provide this information to the Commission upon request or will bear the cost of any out-of-state travel expenses incurred by Commission staff.

Rule 103-612-2.3: requiring utilities to file operating area maps with the Commission. StarVox proposes to provide telecommunications services statewide, and primarily in the service areas of incumbent local exchange carriers. Maps defining those areas are already on file with the Commission.

Such waivers have been granted under similar circumstances, and StarVox respectfully requests that the Commission similarly grant the aforementioned waivers in the context of this Application.

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[1] S.C. Code Regs. § 103-601(3). ("In any case where compliance with any of these rules and regulations introduces unusual difficulty such rule or regulation may be waived by the Commission upon a finding by the Commission that such a waiver is in the public interest.")

## 12. Flexible and Alternative Regulation

StarVox requests flexible regulation for its telecommunications services as the Commission granted in Order No. 96-165 in Docket No. 97-467-C. In the Order, the Commission adopted a rate structure that incorporated maximum rate levels with the flexibility for rate adjustment below the maximum rate levels. The Commission also determined that local tariff filings would be presumed valid upon filing, subject to the Commission's right within thirty days to institute an investigation of the tariff filing, and that any tariff filings would be subject to the same monitoring process as other similar local exchange carriers. StarVox submits that as a provider of competitive local exchange services, it should be subject to regulatory constraints no more stringent than those imposed in Docket No. 97-467-C. StarVox respectfully requests that its local exchange service tariff filings be regulated pursuant to this form of flexible regulation.

Furthermore, StarVox requests that all of its business service offerings be regulated pursuant to the procedures described and set out in Commission Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C, as modified by Commission Order No. 2001-997 in Docket No. 2000-407-C. It is StarVox's intent by this request to have its business services regulated in the same manner as this Commission has permitted for AT&T Communications of the Southern States, Inc. ("AT&T"). Specifically, StarVox requests that the Commission:

(a) remove the maximum rate tariff requirements for its business services, consumer card, operator service,[2] private line, and customer network-type offerings;

[2] Excepting those operator-assisted calls where a consumer uses a local exchange carrier's calling card to complete calls from locations which have not selected the local exchange carrier as their toll provider.

(b) presume that the tariff filings for these uncapped services be valid upon filing. However, if the Commission institutes an investigation of a particular filing within seven (7) days, the tariff filing would be suspended until further order of the Commission; and

(c) grant Applicant the same treatment as AT&T in connection with any future relaxation of the Commission's reporting requirements.

## CONCLUSION

This Application clearly demonstrates that StarVox possesses the requisite technical, financial and managerial qualifications to provide resold and/or facilities-based telecommunications services throughout the State of South Carolina. Furthermore, granting this Application for a Certificate of Public Convenience and Necessity will promote the public interest, comport with the public convenience and necessity, and meet pertinent legal and regulatory requirements for such applications.

WHEREFORE, StarVox respectfully requests that the Commission issue it a Certificate of Public Convenience and Necessity to provide resold and facilities/based telecommunications services throughout the State of South Carolina, as proposed herein and set forth in the attached tariffs. StarVox also requests that the Commission grant it

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Operator surcharges and per-minute rates for this type of call were capped by Commission Order No. 2001-997, dated November 8, 2001.

flexible and alternative regulation as requested herein, grant the waivers requested herein, and grant such other relief as is just and proper.

Respectfully submitted,

**STARVOX COMMUNICATIONS, INC.**

By: _____

John J. Pringle, Jr.
Ellis, Lawhorne & Sims, P.A.
P. O. Box 2285
Columbia, SC 29202
Telephone: (803) 343-1270

Jonathan S. Marashlian
Catherine M. Hannan
Helein & Marashlian, LLC
The *Comm*Law Group
1483 Chain Bridge Road
Suite 301
McLean, VA 22101
Telephone: (703) 714-1300

October 1, 2007
Columbia, South Carolina

**STARVOX COMMUNICATIONS, INC.**

**SCHEDULE OF EXHIBITS**

| | |
|---|---|
| Exhibit A | Articles of Incorporation/<br>Certificate of Authority to Transact Business |
| Exhibit B | StarVox Officers, Directors and Legal Counsel |
| Exhibit C | Financial Information |
| Exhibit D | Biographies of Key Personnel |
| Exhibit E | Proposed Local Tariff |
| Exhibit F | Proposed Long Distance Tariff |
| Exhibit G | Proposed Notice of Filing |

# Exhibit A

## Articles of Incorporation/
## Certificate of Authority to Transact Business

# State of California
## Secretary of State

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 33 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

**IN WITNESS WHEREOF,** I execute this certificate and affix the Great Seal of the State of California this day of

AUG 6 2007

Debra Bowen

DEBRA BOWEN
Secretary of State

2657773

FILED
In the office of the Secretary of State
of the State of California

JUN 2 8 2004

KEVIN SHELLEY, Secretary of State

# ARTICLES OF INCORPORATION

# OF

# STARVOX COMMUNICATIONS, INC.

I

The name of this corporation is Starvox Communications, Inc.

II

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III

The name and address in the State of California of this corporation's initial agent for service of process is:

Brian W. Blatz, Esq.
Dodd•Mason•George LLP
100 Century Center Court
Suite 605
San Jose, CA 95112

IV

This corporation is authorized to issue two classes of shares designated "Common Stock" and "Preferred Stock," respectively. The number of shares of Common Stock authorized to be issued is 50,000,000, and the number of shares of Preferred Stock authorized to be issued is 25,000,000. The Preferred Stock may be issued from time to time in one or more series. The Board of Directors is authorized to fix the number of shares of any series of Preferred Stock and to determine the designation of any such series. The Board of Directors is also authorized to determine or alter the rights, preferences, privileges and restrictions granted to or imposed upon any wholly unissued series of Preferred Stock, and, within the limits and restrictions stated in any resolution or resolutions of the Board of Directors originally fixing the number of shares constituting any series, to increase or decrease (but not below the number of shares of such series then outstanding) the number of shares of any such series subsequent to the issue of shares of that series.

V

Section 1. Limitation of Directors' Liability. The liability of the directors of this corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

Section 2. Indemnification of Directors and Officers. This corporation is authorized to indemnify the directors and officers of the corporation to the fullest extent permissible under California law.

Section 3. Repeal or Modification. Any repeal or modification of the foregoing provisions of this Article V shall not adversely affect any right of limitation of director's liability or indemnification of a director or officer of this corporation relating to acts or omissions occurring prior to such repeal or modification.

Dated: June 28, 2004

Brian W. Blatz

Brian W. Blatz, Sole Incorporator

A0634514

265773

FILED
ie office of the Secretary of Stat
of the State of California

OCT 0 6 2005

# AMENDED AND RESTATED ARTICLES OF INCORPORATION OF STARVOX COMMUNICATIONS, INC.

**Douglas S. Zorn** hereby certifies that:

**ONE:** He is the duly elected and acting President and Secretary of Starvox Communications, Inc., a California corporation (the "Company").

**TWO:** The Articles of Incorporation of this Company are hereby amended and restated to read as follows:

**I.**

The name of the Company is Starvox Communications, Inc.

**II.**

The purpose of the Company is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

**III.**

**A.** The Company is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares which the Company is authorized to issue is sixty one million nine hundred thousand (61,900,000) shares, thirty six million (36,000,000) shares of which shall be Common Stock (the "Common Stock") and twenty five million nine hundred thousand (25,900,000) shares of which shall be Preferred Stock (the "Preferred Stock"). The Preferred Stock shall have a par value of $0.001 per share and the Common Stock shall have a par value of $0.001 per share.

**B.** Twenty four million (24,000,000) of the authorized shares of Preferred Stock are hereby designated "Series A Preferred Stock" (the "Series A Preferred").

**C.** One million nine hundred thousand (1,900,000) of the authorized shares of Preferred Stock are hereby designated "Series A-1 Preferred Stock" (the "Series A-1 Preferred" and together with the Series A Preferred, the "Series Preferred").

**D.** The rights, preferences, privileges, restrictions and other matters relating to the Series Preferred are as follows:

**1. DIVIDEND RIGHTS.**

**(a)** Holders of Series A Preferred, in preference to the holders of Series A-1 Preferred and Common Stock, shall be entitled to receive, when, as and if declared by the Board of Directors (the "Board"), but only out of funds that are legally available therefor, cash dividends at the rate of eight percent (8%) of the Original Issue Price (as defined below) per annum on each outstanding share of Series A Preferred. Such dividends shall be payable only when, as and if declared by the Board and shall be non-cumulative.

**(b)** The "Original Issue Price" of the Series A Preferred shall be fifty cents ($0.50) (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the filing date hereof). The "Original Issue Price" of the Series A-1 Preferred shall be fifty cents ($0.50) (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the filing date hereof).

**(c)** So long as any shares of Series A Preferred are outstanding, the Company shall not pay or declare any dividend, whether in cash or property, or make any other distribution on the Series A-1 Preferred or Common Stock, or purchase, redeem or otherwise acquire for value any shares of Series A-1 Preferred or Common Stock until all dividends as set forth in Section 1(a) above on the Series A Preferred shall have been paid or declared and set apart, except for:

**(i)** acquisitions of Common Stock by the Company pursuant to agreements which permit the Company to repurchase such shares at cost (or the lesser of cost or fair market value) upon termination of services to the Company;

**(ii)** acquisitions of Common Stock in exercise of the Company's right of first refusal to repurchase such shares; or

**(iii)** distributions to holders of Common Stock in accordance with Sections 3 and 4.

**(d)** In the event dividends are paid on any share of Common Stock, the Company shall pay an additional dividend on all outstanding shares of Series Preferred in a per share amount equal (on an as-if-converted to Common Stock basis) to the amount paid or set aside for each share of Common Stock.

**(e)** The provisions of Sections 1(c) and 1(d) shall not apply to a dividend payable solely in Common Stock to which the provisions of Section 5(f) hereof are applicable, or any repurchase of any outstanding securities of the Company that is approved by the Board.

**(f)** California Code Sections 502 and 503 shall not apply with respect to distributions on shares junior to the Series A Preferred as they relate to repurchases of shares of Common Stock upon termination of employment or service as a consultant or director.

**2. VOTING RIGHTS.**

**(a) General Rights.** Each holder of shares of the Series Preferred shall be entitled to the number of votes equal to the number of shares of Common Stock into which such shares of Series Preferred could be converted (pursuant to Section 5 hereof) immediately after the close of business on the record date fixed for such meeting or the effective date of such written consent and shall have voting rights and powers equal to the voting rights and powers of the Common Stock and shall be entitled to notice of any shareholders' meeting in accordance with the bylaws of the Company. Except as otherwise provided herein or as required by law, the Series Preferred shall vote together with the Common Stock at any annual or special meeting of the shareholders and not as a separate class, and may act by written consent in the same manner as the Common Stock.

**(b) Separate Vote of Series A Preferred.** In addition to any other vote or consent required herein or by law, the vote or written consent of the holders of a majority of the outstanding Series A Preferred shall be necessary for effecting or validating the following actions (whether by merger, recapitalization or otherwise):

**(i)** Any amendment, alteration, or repeal of any provision of the Certificate of Incorporation of the Company (including any filing of a Certificate of Designation), that alters or changes the voting or other powers, preferences, or other special rights, privileges or restrictions of the Series A Preferred so as to affect them adversely;

**(ii)** Any increase or decrease in the authorized number of shares of Common Stock or Preferred Stock;

**(iii)** Any authorization or any designation, whether by reclassification or otherwise, of any new class or series of stock or any other securities convertible into equity securities of the Company ranking on a parity with or senior to the Series A Preferred in right of redemption, liquidation preference, voting or dividend rights or any increase in the authorized or designated number of any such new class or series;

**(iv)** Any redemption, repurchase, payment or declaration of dividends or other distributions with respect to Common Stock or Preferred Stock (except for acquisitions of Common Stock by the Company permitted by Section 1(c)(i), (ii) and (iii) hereof);

**(v)** Any agreement by the Company or its stockholders regarding an Asset Transfer or Acquisition (each as defined in Section 4 hereof); or

**(vi)** Any voluntary dissolution or liquidation of the Company.

**(c) Election of Board of Directors.**

**(i)** For so long as at least 13,000,000 shares of Series A Preferred remain outstanding (subject to adjustment for any stock split, reverse stock split or similar event affecting the Series A Preferred after the filing date hereof) the holders of Series A Preferred, voting as a separate class, shall be entitled to elect three (3) members of the Board at

each meeting or pursuant to each consent of the Company's shareholders for the election of directors, and to remove from office such directors and to fill any vacancy caused by the resignation, death or removal of such directors.

**(ii)** The holders of Series A-1 Preferred and Common Stock, voting as a single class, shall be entitled to elect one (1) member of the Board at each meeting or pursuant to each consent of the Company's shareholders for the election of directors, and to remove from office such directors and to fill any vacancy caused by the resignation, death or removal of such directors.

**(iii)** The holders of Common Stock and Series Preferred, voting together as a single class on an as-if-converted basis, shall be entitled to elect all remaining members of the Board at each meeting or pursuant to each consent of the Company's shareholders for the election of directors, and to remove from office such directors and to fill any vacancy caused by the resignation, death or removal of such directors.

**(iv)** Every shareholder entitled to vote at an election for directors may cumulate such shareholder's votes and give one candidate a number of votes equal to the number of directors to be elected multiplied by the number of votes to which such shareholder's shares are otherwise entitled, or distribute the shareholder's votes on the same principle among as many candidates as such shareholder desires. No shareholder, however, shall be entitled to so cumulate such shareholder's votes unless (i) the names of such candidate or candidates have been placed in nomination prior to the voting and (ii) the shareholder has given notice at the meeting, prior to the voting, of such shareholder's intention to cumulate such shareholder's votes. If any shareholder has given proper notice to cumulate votes, all shareholders may cumulate their votes for any candidates who have been properly placed in nomination. Under cumulative voting, the candidates receiving the highest number of votes, up to the number of directors to be elected, are elected.

**(v)** One or more directors may be removed from office at any time without cause by the affirmative vote of the holders of a majority of the outstanding shares entitled to vote for that director as provided above; *provided, however*, that unless the entire Board is removed, no individual director may be removed when the votes cast against such director's removal, or not consenting in writing to such removal, would be sufficient to elect that director if voted cumulatively at an election which the same total number of votes were cast (or, if such action is taken by written consent, all shares entitled to vote were voted) and the entire number of directors authorized at the time of such director's most recent election were then being elected.

**3. LIQUIDATION RIGHTS.**

**(a)** Upon any liquidation, dissolution, or winding up of the Company, whether voluntary or involuntary (a "Liquidation Event"), before any distribution or payment shall be made to the holders of any Series A-1 Preferred or Common Stock, the holders of Series A Preferred shall be entitled to be paid out of the assets of the Company legally available for distribution for each share of Series A Preferred held by them, an amount per share of Series A

Preferred equal to the Original Issue Price of the Series A Preferred plus all declared and unpaid dividends on the Series A Preferred. If, upon any such Liquidation Event, the assets of the Company shall be insufficient to make payment in full to all holders of Series A Preferred of the liquidation preference set forth in this Section 3(a), then such assets (or consideration) shall be distributed among the holders of Series A Preferred at the time outstanding, ratably in proportion to the full amounts to which they would otherwise be respectively entitled.

**(b)** After the payment of the full liquidation preference of the Series A Preferred as set forth in Section 3(a) above, the holders of Series A-1 Preferred shall be entitled to be paid out of the assets of the Company legally available for distribution for each share of Series A-1 Preferred held by them, an amount per share of Series A-1 Preferred equal to the Original Issue Price of the Series A-1 Preferred plus all declared and unpaid dividends on the Series A-1 Preferred. If, upon any such Liquidation Event, the assets of the Company shall be insufficient to make payment in full to all holders of Series A-1 Preferred of the liquidation preference set forth in this Section 3(b), then such assets (or consideration) shall be distributed among the holders of Series A-1 Preferred at the time outstanding, ratably in proportion to the full amounts to which they would otherwise be respectively entitled.

**(c)** After the payment of the full liquidation preference of the Series Preferred as set forth in Sections 3(a) and 3(b) above, the assets of the Company legally available for distribution in such Liquidation Event (or the consideration received by the Company or its stockholders in such Acquisition or Asset Transfer), if any, shall be distributed ratably to the holders of the Common Stock and Series A Preferred on an as-if-converted to Common Stock basis.

**4. ASSET TRANSFER OR ACQUISITION RIGHTS.**

**(a)** In the event that the Company is a party to an Acquisition or Asset Transfer (as hereinafter defined), then each holder of Series Preferred shall be entitled to receive, for each share of Series Preferred then held, out of the proceeds of such Acquisition or Asset Transfer, the greater of the amount of cash, securities or other property to which such holder would be entitled to receive in a Liquidation Event pursuant to (i) Section 3(a), 3(b) and 3(c) above or (ii) the amount of cash, securities or other property to which such holder would be entitled to receive in a Liquidation Event with respect to such shares if such shares had been converted to Common Stock immediately prior to such Acquisition or Asset Transfer.

**(b)** For the purposes of this Section 4: (i) "Acquisition" shall mean (A) any consolidation or merger of the Company with or into any other corporation or other entity or person, or any other corporate reorganization, other than any such consolidation, merger or reorganization in which the shareholders of the Company immediately prior to such consolidation, merger or reorganization, continue to hold a majority of the voting power of the surviving entity in substantially the same proportions (or, if the surviving entity is a wholly owned subsidiary, its parent) immediately after such consolidation, merger or reorganization; or (B) any transaction or series of related transactions to which the Company is a party in which in excess of fifty percent (50%) of the Company's voting power is transferred; provided that an Acquisition shall not include any transaction or series of transactions principally for bona fide

equity financing purposes in which cash is received by the Company or any successor or indebtedness of the Company is cancelled or converted or a combination thereof; and (ii) "Asset Transfer" shall mean a sale, lease, exclusive license or other disposition of all or substantially all of the assets of the Company.

**(c)** In any Acquisition or Asset Transfer, if the consideration to be received is securities of a corporation or other property other than cash, its value will be deemed its fair market value as determined in good faith by the Board on the date such determination is made.

**5. CONVERSION RIGHTS.**

The holders of the Series Preferred shall have the following rights with respect to the conversion of the Series Preferred into shares of Common Stock (the "Conversion Rights"):

**(a) Optional Conversion.** Subject to and in compliance with the provisions of this Section 5, any shares of Series Preferred may, at the option of the holder, be converted at any time into fully-paid and nonassessable shares of Common Stock. The number of shares of Common Stock to which a holder of Series Preferred shall be entitled upon conversion shall be the product obtained by multiplying the applicable "Series Preferred Conversion Rate" then in effect (determined as provided in Section 5(b)) by the number of shares of Series Preferred being converted.

**(b) Series Preferred Conversion Rate.** The conversion rate in effect at any time for conversion of the applicable series of Series Preferred (the "Series Preferred Conversion Rate") shall be the quotient obtained by dividing the applicable Original Issue Price of the Series Preferred by the "Series Preferred Conversion Price," calculated as provided in Section 5(c).

**(c) Series Preferred Conversion Price.** The applicable conversion price for the Series Preferred shall initially be the applicable Original Issue Price of the applicable Series Preferred (the "Series Preferred Conversion Price"). Such initial Series Preferred Conversion Price shall be adjusted from time to time in accordance with this Section 5; *provided, however,* that no adjustment shall be made to the Series Preferred Conversion Price for the Series A-1 Preferred pursuant to Section 5(h). All references to the Series Preferred Conversion Price herein shall mean the Series Preferred Conversion Price as so adjusted.

**(d) Mechanics of Conversion.** Each holder of Series Preferred who desires to convert the same into shares of Common Stock pursuant to this Section 5 shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Company or any transfer agent for the Series Preferred, and shall give written notice to the Company at such office that such holder elects to convert the same. Such notice shall state the number of shares of Series Preferred being converted. Thereupon, the Company shall promptly issue and deliver at such office to such holder a certificate or certificates for the number of shares of Common Stock to which such holder is entitled and shall promptly pay (i) in cash or, to the extent sufficient

funds are not then legally available therefor, in Common Stock (at the Common Stock's fair market value determined by the Board as of the date of such conversion), any declared and unpaid dividends on the shares of Series Preferred being converted and (ii) in cash (at the Common Stock's fair market value determined by the Board as of the date of conversion) the value of any fractional share of Common Stock otherwise issuable to any holder of Series Preferred. Such conversion shall be deemed to have been made at the close of business on the date of such surrender of the certificates representing the shares of Series Preferred to be converted, and the person entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder of such shares of Common Stock on such date.

**(e) Adjustment for Stock Splits and Combinations.** If at any time or from time to time on or after the date that the first share of Series Preferred is issued (the "Original Issue Date") the Company effects a subdivision of the outstanding Common Stock without a corresponding subdivision of the Series Preferred, the Series Preferred Conversion Price in effect immediately before that subdivision shall be proportionately decreased. Conversely, if at any time or from time to time after the Original Issue Date the Company combines the outstanding shares of Common Stock into a smaller number of shares without a corresponding combination of the Series Preferred, the Series Preferred Conversion Price in effect immediately before the combination shall be proportionately increased. Any adjustment under this Section 5(e) shall become effective at the close of business on the date the subdivision or combination becomes effective.

**(f) Adjustment for Common Stock Dividends and Distributions.** If at any time or from time to time on or after the Original Issue Date the Company pays to holders of Common Stock a dividend or other distribution in additional shares of Common Stock without a corresponding dividend or other distribution to holders of Preferred Stock, the Series Preferred Conversion Price then in effect shall be decreased as of the time of such issuance, as provided below:

**(i)** The Series Preferred Conversion Price shall be adjusted by multiplying the Series Preferred Conversion Price then in effect by a fraction equal to:

**(A)** the numerator of which is the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance, and

**(B)** the denominator of which is the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance plus the number of shares of Common Stock issuable in payment of such dividend or distribution;

**(ii)** If the Company fixes a record date to determine which holders of Common Stock are entitled to receive such dividend or other distribution, the Series Preferred Conversion Price shall be fixed as of the close of business on such record date and the number of shares of Common Stock shall be calculated immediately prior to the close of business on such record date; and

(iii) If such record date is fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Series Preferred Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter the Series Preferred Conversion Price shall be adjusted pursuant to this Section 5(f) to reflect the actual payment of such dividend or distribution.

(g) **Adjustment for Reclassification, Exchange, Substitution, Reorganization, Merger or Consolidation.** If at any time or from time to time on or after the Original Issue Date the Common Stock issuable upon the conversion of the Series Preferred is changed into the same or a different number of shares of any class or classes of stock, whether by recapitalization, reclassification, merger, consolidation or otherwise (other than an Acquisition or Asset Transfer as defined in Section 4 or a subdivision or combination of shares or stock dividend provided for elsewhere in this Section 5), in any such event each holder of Series Preferred shall then have the right to convert such stock into the kind and amount of stock and other securities and property receivable upon such recapitalization, reclassification, merger, consolidation or other change by holders of the maximum number of shares of Common Stock into which such shares of Series Preferred could have been converted immediately prior to such recapitalization, reclassification, merger, consolidation or change, all subject to further adjustment as provided herein or with respect to such other securities or property by the terms thereof. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 5 with respect to the rights of the holders of Series Preferred after the capital reorganization to the end that the provisions of this Section 5 (including adjustment of the Series Preferred Conversion Price then in effect and the number of shares issuable upon conversion of the Series Preferred) shall be applicable after that event and be as nearly equivalent as practicable.

(h) **Sale of Shares Below Series A Preferred Conversion Price.**

(i) If at any time or from time to time on or after the Original Issue Date the Company issues or sells, or is deemed by the express provisions of this Section 5(h) to have issued or sold, Additional Shares of Common Stock (as defined below), other than as provided in Section 5(e), 5(f) or 5(g) above, for an Effective Price (as defined below) less than the then effective Series Preferred Conversion Price of the Series A Preferred (a "Qualifying Dilutive Issuance"), then and in each such case, the then existing Series Preferred Conversion Price of the Series A Preferred shall be reduced, as of the opening of business on the date of such issue or sale, to a price determined by multiplying the Series Preferred Conversion Price of the Series A Preferred in effect immediately prior to such issuance or sale by a fraction equal to:

(A) the numerator of which shall be (A) the number of shares of Common Stock deemed outstanding (as determined below) immediately prior to such issue or sale, plus (B) the number of shares of Common Stock which the Aggregate Consideration (as defined below) received or deemed received by the Company for the total number of Additional Shares of Common Stock so issued would purchase at such then-existing Series Preferred Conversion Price of the Series A Preferred, and

(B) the denominator of which shall be the number of shares of Common Stock deemed outstanding (as determined below) immediately prior to such issue or sale plus the total number of Additional Shares of Common Stock so issued.

For the purposes of the preceding sentence, the number of shares of Common Stock deemed to be outstanding as of a given date shall be the sum of (A) the number of shares of Common Stock outstanding, (B) the number of shares of Common Stock into which the then outstanding shares of Series Preferred could be converted if fully converted on the day immediately preceding the given date, and (C) the number of shares of Common Stock which are issuable upon the exercise or conversion of all other rights, options and convertible securities outstanding on the day immediately preceding the given date.

**(ii)** No adjustment shall be made to the Series Preferred Conversion Price of the Series A Preferred in an amount less than one cent per share. Any adjustment required by this Section 5(h) shall be rounded to the nearest one cent $0.01 per share. Any adjustment otherwise required by this Section 5(h) that is not required to be made due to the preceding two sentences shall be included in any subsequent adjustment to the Series Preferred Conversion Price of the Series A Preferred.

**(iii)** For the purpose of making any adjustment required under this Section 5(h), the aggregate consideration received by the Company for any issue or sale of securities (the "Aggregate Consideration") shall be defined as: (A) to the extent it consists of cash, be computed as the gross amount of cash received by the Company before deduction of any underwriting or similar commissions, compensation or concessions paid or allowed by the Company in connection with such issue or sale and without deduction of any expenses payable by the Company, (B) to the extent it consists of property other than cash, be computed at the fair value of that property as determined in good faith by the Board, and (C) if Additional Shares of Common Stock, Convertible Securities (as defined below) or rights or options to purchase either Additional Shares of Common Stock or Convertible Securities are issued or sold together with other stock or securities or other assets of the Company for a consideration which covers both, be computed as the portion of the consideration so received that may be reasonably determined in good faith by the Board to be allocable to such Additional Shares of Common Stock, Convertible Securities or rights or options.

**(iv)** For the purpose of the adjustment required under this Section 5(h), if the Company issues or sells (x) Preferred Stock or other stock, options, warrants, purchase rights or other securities convertible into, Additional Shares of Common Stock (such convertible stock or securities being herein referred to as "Convertible Securities") or (y) rights or options for the purchase of Additional Shares of Common Stock or Convertible Securities and if the Effective Price of such Additional Shares of Common Stock is less than the Series Preferred Conversion Price of the Series A Preferred, in each case the Company shall be deemed to have issued at the time of the issuance of such rights or options or Convertible Securities the maximum number of Additional Shares of Common Stock issuable upon exercise or conversion thereof and to have received as consideration for the issuance of such shares an amount equal to the total amount of the consideration, if any, received by the Company for the issuance of such rights or options or Convertible Securities plus:

(A) in the case of such rights or options, the minimum amounts of consideration, if any, payable to the Company upon the exercise of such rights or options; and

(B) in the case of Convertible Securities, the minimum amounts of consideration, if any, payable to the Company upon the conversion thereof (other than by cancellation of liabilities or obligations evidenced by such Convertible Securities); provided that if the minimum amounts of such consideration cannot be ascertained, but are a function of antidilution or similar protective clauses, the Company shall be deemed to have received the minimum amounts of consideration without reference to such clauses.

(C) If the minimum amount of consideration payable to the Company upon the exercise or conversion of rights, options or Convertible Securities is reduced over time or on the occurrence or non-occurrence of specified events other than by reason of antidilution adjustments, the Effective Price shall be recalculated using the figure to which such minimum amount of consideration is reduced; provided further, that if the minimum amount of consideration payable to the Company upon the exercise or conversion of such rights, options or Convertible Securities is subsequently increased, the Effective Price shall be again recalculated using the increased minimum amount of consideration payable to the Company upon the exercise or conversion of such rights, options or Convertible Securities.

(D) No further adjustment of the Series Preferred Conversion Price of the Series A Preferred, as adjusted upon the issuance of such rights, options or Convertible Securities, shall be made as a result of the actual issuance of Additional Shares of Common Stock or the exercise of any such rights or options or the conversion of any such Convertible Securities. If any such rights or options or the conversion privilege represented by any such Convertible Securities shall expire without having been exercised, the Series Preferred Conversion Price of the Series A Preferred as adjusted upon the issuance of such rights, options or Convertible Securities shall be readjusted to the Series Preferred Conversion Price of the Series A Preferred which would have been in effect had an adjustment been made on the basis that the only Additional Shares of Common Stock so issued were the Additional Shares of Common Stock, if any, actually issued or sold on the exercise of such rights or options or rights of conversion of such Convertible Securities, and such Additional Shares of Common Stock, if any, were issued or sold for the consideration actually received by the Company upon such exercise, plus the consideration, if any, actually received by the Company for the granting of all such rights or options, whether or not exercised, plus the consideration received for issuing or selling the Convertible Securities actually converted, plus the consideration, if any, actually received by the Company (other than by cancellation of liabilities or obligations evidenced by such Convertible Securities) on the conversion of such Convertible Securities, provided that such readjustment shall not apply to prior conversions of Series A Preferred.

(v) For the purpose of making any adjustment to the Conversion Price of the Series A Preferred required under this Section 5(h), "Additional Shares of Common Stock" shall mean all shares of Common Stock issued by the Company or deemed to be issued pursuant to this Section 5(h) (including shares of Common Stock subsequently reacquired or retired by the Company), other than:

(A) shares of Common Stock issued upon conversion of the Series Preferred;

(B) shares of Common Stock or Convertible Securities issued after the Original Issue Date to employees, officers or directors of, or consultants or advisors to the Company or any subsidiary pursuant to stock purchase or stock option plans or other arrangements that are approved by the Board

(C) shares of Common Stock issued pursuant to the exercise of Convertible Securities outstanding as of the Original Issue Date;

(D) shares of Common Stock or Convertible Securities issued for consideration other than cash pursuant to a merger, consolidation, acquisition, strategic alliance or similar business combination approved by the Board;

(E) shares of Common Stock or Convertible Securities issued pursuant to any equipment loan or leasing arrangement, real property leasing arrangement or debt financing from a bank or similar financial institution approved by the Board;

(F) shares of Common Stock or Convertible Securities issued to third-party service providers in exchange for or as partial consideration for services rendered to the Company, provided that the issuance of shares therein has been approved by the Board; and

(G) any Common Stock or Convertible Securities issued in connection with strategic transactions involving the Company and other entities, including (i) joint ventures, manufacturing, marketing or distribution arrangements or (ii) technology transfer or development arrangements; provided that the issuance of shares therein has been approved by the Board.

References to Common Stock in the subsections of this clause (v) above shall mean all shares of Common Stock issued by the Company or deemed to be issued pursuant to this Section 5(h). The "Effective Price" of Additional Shares of Common Stock shall mean the quotient determined by dividing the total number of Additional Shares of Common Stock issued or sold, or deemed to have been issued or sold by the Company under this Section 5(h), into the Aggregate Consideration received, or deemed to have been received by the Company for such issue under this Section 5(h), for such Additional Shares of Common Stock. In the event that the number of shares of Additional Shares of Common Stock or the Effective Price cannot be ascertained at the time of issuance, such Additional Shares of Common Stock shall be deemed issued immediately upon the occurrence of the first event that makes such number of shares or the Effective Price, as applicable, ascertainable.

(vi) In the event that the Company issues or sells, or is deemed to have issued or sold, Additional shares of Common Stock in a Qualifying Dilutive Issuance (the "First Dilutive Issuance"), then in the event that the Company issues or sells, or is deemed to have issued or sold, Additional Shares of Common Stock in a Qualifying Dilutive Issuance other

than the First Dilutive Issuance as a part of the same transaction or series of related transactions as the First Dilutive Issuance (a "Subsequent Dilutive Issuance"), then and in each such case upon a Subsequent Dilutive Issuance the Series Preferred Conversion Price of the Series A Preferred shall be reduced to the Series Preferred Conversion Price of the Series A Preferred that would have been in effect had the First Dilutive Issuance and each Subsequent Dilutive Issuance all occurred on the closing date of the First Dilutive Issuance.

**(i) Certificate of Adjustment.** In each case of an adjustment or readjustment of the Series Preferred Conversion Price for the number of shares of Common Stock or other securities issuable upon conversion of the Series Preferred, if the Series Preferred is then convertible pursuant to this Section 5, the Company, at its expense, shall compute such adjustment or readjustment in accordance with the provisions hereof and shall, upon request, prepare a certificate showing such adjustment or readjustment, and shall mail such certificate, by first class mail, postage prepaid, to each registered holder of Series Preferred so requesting at the holder's address as shown in the Company's books. The certificate shall set forth such adjustment or readjustment, showing in detail the facts upon which such adjustment or readjustment is based, including a statement of (i) the consideration received or deemed to be received by the Company for any Additional Shares of Common Stock issued or sold or deemed to have been issued or sold, (ii) the Series Preferred Conversion Price at the time in effect, (iii) the number of Additional Shares of Common Stock and (iv) the type and amount, if any, of other property which at the time would be received upon conversion of the Series Preferred. Failure to request or provide such notice shall have no effect on any such adjustment.

**(j) Notices of Record Date.** Upon (i) any taking by the Company of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution, or (ii) any Acquisition (as defined in Section 4) or other capital reorganization of the Company, any reclassification or recapitalization of the capital stock of the Company, any merger or consolidation of the Company with or into any other corporation, or any Asset Transfer (as defined in Section 4), or any voluntary or involuntary dissolution, liquidation or winding up of the Company, the Company shall mail to each holder of Series A Preferred at least ten (10) days prior to (x) the record date, if any, specified therein; or (y) if no record date is specified, the date upon which such action is to take effect (or, in either case, such shorter period approved by the holders of a majority of the outstanding Series A Preferred) a notice specifying (A) the date on which any such record is to be taken for the purpose of such dividend or distribution and a description of such dividend or distribution, (B) the date on which any such Acquisition, reorganization, reclassification, transfer, consolidation, merger, Asset Transfer, dissolution, liquidation or winding up is expected to become effective, and (C) the date, if any, that is to be fixed as to when the holders of record of Common Stock (or other securities) shall be entitled to exchange their shares of Common Stock (or other securities) for securities or other property deliverable upon such Acquisition, reorganization, reclassification, transfer, consolidation, merger, Asset Transfer, dissolution, liquidation or winding up.

**(k) Automatic Conversion.**

(i) Each share of Series Preferred shall automatically be converted into shares of Common Stock, based on the then-effective Series Preferred Conversion Price, (A) at any time upon the affirmative election of the holders of a majority of the outstanding shares of the Series Preferred, or (B) immediately upon the closing of a firmly underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, covering the offer and sale of Common Stock for the account of the Company in which the gross cash proceeds to the Company (before underwriting discounts, commissions and fees) are at least $20,000,000. Upon such automatic conversion, any declared and unpaid dividends shall be paid in accordance with the provisions of Section 5(d).

(ii) Upon the occurrence of either of the events specified in Section 5(k)(i) above, the outstanding shares of Series Preferred shall be converted automatically without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Company or its transfer agent; *provided, however*, that the Company shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such conversion unless the certificates evidencing such shares of Series Preferred are either delivered to the Company or its transfer agent as provided below, or the holder notifies the Company or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Company to indemnify the Company from any loss incurred by it in connection with such certificates. Upon the occurrence of such automatic conversion of the Series Preferred, the holders of Series Preferred shall surrender the certificates representing such shares at the office of the Company or any transfer agent for the Series Preferred. Thereupon, there shall be issued and delivered to such holder promptly at such office and in its name as shown on such surrendered certificate or certificates, a certificate or certificates for the number of shares of Common Stock into which the shares of Series Preferred surrendered were convertible on the date on which such automatic conversion occurred, and any declared and unpaid dividends shall be paid in accordance with the provisions of Section 5(d).

(l) **Fractional Shares.** No fractional shares of Common Stock shall be issued upon conversion of Series Preferred. All shares of Common Stock (including fractions thereof) issuable upon conversion of more than one share of Series Preferred by a holder thereof shall be aggregated for purposes of determining whether the conversion would result in the issuance of any fractional share. If, after the aforementioned aggregation, the conversion would result in the issuance of any fractional share, the Company shall, in lieu of issuing any fractional share, pay cash equal to the product of such fraction multiplied by the fair market value of one share of Common Stock (as determined by the Board) on the date of conversion.

(m) **Reservation of Stock Issuable Upon Conversion.** The Company shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Series Preferred, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Series Preferred. If at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Series Preferred, the Company will take such corporate action as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose.

(n) **Notices.** Any notice required by the provisions of this Section 5 shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient; if not, then on the next business day, (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with verification of receipt. All notices shall be addressed to each holder of record at the address of such holder appearing on the books of the Company.

(o) **Payment of Taxes.** The Company will pay all taxes (other than taxes based upon income) and other governmental charges that may be imposed with respect to the issue or delivery of shares of Common Stock upon conversion of shares of Series Preferred, excluding any tax or other charge imposed in connection with any transfer involved in the issue and delivery of shares of Common Stock in a name other than that in which the shares of Series Preferred so converted were registered.

**6. NO REISSUANCE OF SERIES PREFERRED.**

No shares or shares of Series Preferred acquired by the Company by reason of redemption, purchase, conversion or otherwise shall be reissued.

**IV.**

**A.** The liability of the directors of the Company for monetary damages shall be eliminated to the fullest extent permissible under California law.

**B.** The Company is authorized to provide indemnification of agents (as defined in Section 317 of the General Corporation Law of California) for breach of duty to the Company and its shareholders through bylaw provisions, agreements with agents, shareholder resolutions or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the General Corporation Law of California, subject to the limits on such excess indemnification set forth in Section 204 of the General Corporation Law of California. If, after the effective date of this Article, California law is amended in a manner which permits a company to limit the monetary or other liability of its directors or to authorize indemnification of, or advancement of such defense expenses to, its directors or other persons, in any such case to a greater extent than is permitted on such effective date, the references in this Article to "California law" shall to that extent be deemed to refer to California law as so amended.

**C.** Any repeal or modification of this Article V shall only be prospective and shall not affect the rights under this Article in effect at the time of the alleged occurrence of any action or omission to act giving rise to liability.

**V.**

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 its Board. The number of directors which shall constitute the whole Board shall be fixed by the Board in the manner provided in the Bylaws, subject to any restrictions which may be set forth in this Restated Certificate.

B. The Board of Directors 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; provided however, that, in addition to any vote of the holders of any class or series of stock of the Company required by law or by this Certificate of Incorporation, the affirmative vote of the holders of a majority of the voting power of all of the then-outstanding shares of the capital stock of the Company entitled to vote generally in the election of directors, voting together as a single class, shall be required to adopt, amend or repeal any provision of the Bylaws of the Company.

C. The directors of the Company need not be elected by written ballot unless a shareholder demands election by ballot at the meeting and before the voting begins or unless the Bylaws so provide.

* * * *

**THREE:** The foregoing amendment and restatement of the Articles of Incorporation has been duly approved by the Board of Directors of this Company.

**FOUR:** The foregoing amendment and restatement of the Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902 of the a General Corporation Law of California. The Company has one class of stock outstanding and such class of stock is entitled to vote with respect to the amendment herein set forth. The total number of outstanding shares of Common Stock of the Company is 4,238,000. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than a majority of the outstanding Common Stock voting as a class.

The undersigned, Douglas S. Zorn, the President and Secretary of **STARVOX COMMUNICATIONS, INC.**, declares under penalty of perjury under the laws of the State of California that the matters set out in the foregoing Certificate are true of their own knowledge.

Executed at San Jose, California on October 5, 2005.

Douglas S. Zorn, President and Secretary

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in the office of the Secretary of State
of the State of California

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# CERTIFICATE OF AMENDMENT

# OF

# AMENDED AND RESTATED ARTICLES OF INCORPORATION

# OF

# STARVOX COMMUNICATIONS, INC.

The undersigned, Douglas Zorn, hereby certifies that:

1. He is the President and Secretary of StarVox Communications, Inc. (the "**Company**").

2. Paragraphs A and B of Article III of the Amended and Restated Articles of Incorporation of the Company are amended to read as follows:

"**A.** The Corporation is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares which the Corporation is authorized to issue is 400,000,000 shares, 368,100,000 of which shall be Common Stock (the "Common Stock") and 31,900,000 of which shall be Preferred Stock (the "Preferred Stock"). The Preferred Stock shall have a par value of $0.001 per share and the Common Stock shall have a par value of $0.001 per share.

**B.** 30,000,000 of the authorized shares of Preferred Stock are hereby designated "Series A Preferred Stock" (the "Series A Preferred")."

3. Section 4(b) of Article III of the Amended and Restated Articles of Incorporation of the Company is amended to read in its entirety as follows:

(b) For the purposes of this Section 4: (i) "Acquisition" shall mean (A) any consolidation or merger of the Company with or into any other corporation or other entity or person, or any other corporate reorganization, other than any such consolidation, merger or reorganization in which the shareholders of the Company immediately prior to such consolidation, merger or reorganization, continue to hold a majority of the voting power of the surviving entity in substantially the same proportions (or if the surviving entity is a wholly owned subsidiary, its parent) immediately after such consolidation, merger or reorganization; or (B) any transaction or series of related transactions to which the Company is a party in w which in excess of fifty percent (50%) of the Company's voting power is transferred; provided, that an Acquisition shall not include any transaction or series of transactions principally for bona fide equity purposes in which cash is received by the Company or any successor or indebtedness of the Company is cancelled or converted or a combination thereof; provided further, that the merger of the Company with U.S. Wireless Data, Inc. ("USWD") as contemplated by that certain Amended and Restated Agreement and Plan of Merger (the "Merger Agreement"), dated as of February 6, 2006, as further amended March 7, 2007, by and among USWD, StarVox Acquisition, Inc., a wholly-owned subsidiary of

USWD, and the Company shall not be deemed an Acquisition and in connection therewith any distributions to the shareholders of the Company shall be made pursuant to the terms of the Merger Agreement and not these Articles of Incorporation."

4. Section 5(h)(v) of Article III of the Amended and Restated Articles of Incorporation of the Company is amended to add the following subsection (H):

"**(H)** the Convertible Securities, and the shares of Common Stock issued upon conversion of the Convertible Securities, issued in connection with the Company's October 19, 2006 Bridge Financing."

5. The foregoing amendment to the Amended and Restated Articles of Incorporation of the Company has been duly approved by the board of directors of the Company.

6. The foregoing amendment to the Amended and Restated Articles of Incorporation of the Company has been duly approved by the required vote of shareholders in accordance with Sections 902 and 903 of the California Corporations Code. The total number of shares entitled to vote with respect to the foregoing amendment was 3,460,000 shares of Common Stock, 18,835,688 shares of Series A Preferred Stock and 1,900,000 shares of Series A-1 Preferred Stock. The number of shares voting in favor of the foregoing amendment equaled or exceeded the vote required. The vote required was greater than a majority of the outstanding shares of Common Stock and Preferred Stock voting together as a separate class; greater than a majority of the outstanding shares of Common Stock voting as a separate class; greater than a majority of the outstanding shares of Series A Preferred Stock and Series A-1 Preferred Stock voting together as a separate class; greater than a majority of the outstanding shares of Series A Preferred Stock voting as a separate class; and greater than a majority of the outstanding shares of Series A-1 Preferred Stock voting as a separate class.

The undersigned further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of their own knowledge.

Dated: March 8, 2007

Douglas Zorn
President and Secretary

A0658555

FILED
the office of the Secretary of State
of the State of California

MAR 23 2007

# AGREEMENT OF MERGER

This Agreement of Merger, dated as of March 23, 2007 (this "Agreement"), is made and entered into by StarVox Acquisition, Inc., a California corporation (being herein referred to as "Merger Sub"), and StarVox Communications, Inc., a California corporation (the "Company"). The Company and Merger Sub are herein collectively referred to as the "Constituent Corporations."

## RECITALS

A. U.S. Wireless Data, Inc., a Delaware corporation ("Parent"), directly owns all of the outstanding shares of capital stock of Merger Sub.

B. The Constituent Corporations and Parent have entered into an Amended and Restated Agreement and Plan of Reorganization, dated as of February 6, 2007 (the "Merger Agreement"), providing for certain representations, warranties, conditions and covenants in connection with the transactions contemplated thereby (the "Merger").

C. The Boards of Directors of the Constituent Corporations deem it advisable and in the best interests of the Constituent Corporations and in the best interests of the respective shareholders of the Constituent Corporations that Merger Sub be merged with and into the Company, and in accordance therewith, have approved this Agreement, the Merger Agreement and the Merger.

D. The respective shareholders of the Constituent Corporations have duly approved of and adopted the Merger Agreement and the Merger.

NOW, THEREFORE, the parties hereto hereby agree as follows:

## ARTICLE I
## THE CONSTITUENT CORPORATIONS

1.1 Capitalization of Company. Company was incorporated under the laws of the State of California on June 28, 2004.

1.2 Company Capital Stock. The Company has authorized capital stock of 400,000,000 shares (the "Company Capital Stock") consisting of 368,100,000 shares of authorized Common Stock, of which 3,460,000 shares are issued and outstanding (the "Company Common Stock"), and 31,900,000 shares of authorized Preferred Stock (the "Company Preferred Stock"). Of the authorized Company Preferred Stock, 30,000,000 shares are designated Series A Preferred, of which 28,211,347 shares are issued and outstanding, and 1,900,000 shares are designated Series A-1 Preferred, of which 1,900,000 are issued and outstanding.

1.3 Capitalization of Merger Sub. Merger Sub was incorporated under the laws of the State of California on June 6, 2006. Merger Sub is authorized to issue an aggregate of 1,000 shares of its capital stock (the "Sub Common"). On the date hereof, an aggregate of 1,000 shares of Sub Common were issued and outstanding, all of which are held by Parent.

## ARTICLE II
## THE MERGER

2.1 The Merger. At the Effective Time (as defined in Section 2.2) and subject to and upon the terms and conditions of this Agreement and the applicable provisions of the California General Corporation Law (the "CGCL"), Merger Sub shall me merged with and into the Company, the separate corporate existence of Merger Sub and the Company shall continue as the surviving corporation (the Company after the Merger is sometimes referred to herein as the "Surviving Corporation").

2.2 Effective Time. Subject to the conditions of this Agreement, the Merger shall be effective on the date upon which this Agreement and all required officers' certificates and other appropriate documents are filed with the Secretary of State of the State of California (the "Effective Time") pursuant to Section 1103 of the CGCL.

2.3 Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in this Agreement and in the applicable provisions of the CGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of the Company and Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Company and Merger Sub shall become the debts, liabilites and duties of the Surviving Corporation.

## ARTICLE III
## ARTICLES OF INCORPORATION, NAME, AND DIRECTORS AND OFFICERS OF SURVIVING CORPORATION

3.1 Articles of Incorporation. At the Effective Time, the Articles of Incorporation of the Surviving Corporation shall be amended and restated in their entirety in the form attached hereto as Exhibit A.

3.2 Name. The name of the Surviving Corporation will be "StarVox Communicaitons, Inc."

3.3 Directors and Officers. The directors of the Company immediately prior to the Effective Time shall become the directors of the Surviving Corporation, each to hold office in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation. The officers of the Company immediately prior to the Effective Time shall become the officers of the Surviving Corporation, each to hold office in accordance with the Bylaws of the Surviving Corporation.

## ARTICLE IV
## MANNER AND BASIS OF CONVERTING SHARES OF THE CONSTITUENT CORPORATIONS

4.1 Effect on Capital Stock. Subject to the terms and conditions of this Agreement, at the Effective Time, by virtue of the Merger and this Agreement and without any action on the part of Merger Sub, the Company or the holders of any of the following securities, the following shall occur:

(a) All shares of Company Common Stock and Company Preferred Stock issued and outstanding immediately prior to the Effective Time (other than any shares of Company Common Stock to be cancelled and retired pursuant to Section 4.5(d) and any Dissenting Shares as defined in Section 4.13 below) shall be converted, on a pro rata basis, automatically into the right to receive 285,149 shares of fully paid and non-assessable shares of Parent Series A Preferred Stock, par value $0.01 ("Parent Preferred Stock"), which, when converted, will equal 21,012,878 fully paid and non-assessable shares of Parent Common Stock. For purposes of this Agreement, the "Company Stock Exchange Ratio" shall initially be the per share conversion ratio of one share of either of Company Common Stock or Company Preferred Stock (together, the "Company Capital Stock") into 0.00140303 shares of Parent Preferred Stock, subject to adjustment as set forth in Section 4.5(h).

(b) From and after the Effective Time, all shares of Company Common Stock, and Company Preferred Stock (together, "Company Capital Stock") (other than any shares of Company Capital Stock to be canceled and retired pursuant to Section 4.5(d) and any Dissenting Shares) shall be deemed canceled and shall cease to exist, and each holder of a certificate which previously represented any such share of Company Capital Stock (each, a "Company Certificate" and, collectively, the "Company Certificates") shall cease to have any rights with respect thereto except as set forth herein or under applicable law. The shares of Parent Preferred Stock to be issued pursuant to Section 4.5(a) are collectively referred to herein as the "Merger Shares" or the "Merger Consideration."

(c) Certificates for Shares. The certificates representing the shares of Parent Preferred Stock issuable with respect to certificates for shares of Company Capital Stock ("Certificates") shall be issued to the holders of the shares of Company Capital Stock upon surrender of the Certificates representing such shares in the manner provided in Section 4.6 (or in the case of a lost, stolen or destroyed certificate, upon delivery of an affidavit (and indemnity, if required) in the manner provided in Section 4.8).

(d) Cancellation of Treasury and Parent-Owned Stock. Each share of Company Capital Stock held by the Company or owned by Merger Sub, Parent or any direct or indirect wholly-owned subsidiary of the Company or of Parent immediately prior to the Effective Time shall be canceled and extinguished without any conversion or payment in respect thereof.

(e) Stock Options. All options to purchase Company Common Stock ("Company Stock Options" or "Company Stock Option") then outstanding under the Company's 2007 Stock Plan (the "Company Stock Option Plan") shall be assumed by Parent as set forth below.

(i) At the Effective Time, each Company Stock Option, whether vested or unvested, shall be assumed by Parent. Accordingly, each Company Stock Option shall be deemed to constitute an option to acquire, on the same terms and conditions as were applicable under such Company Stock Option, a number of shares of Parent Preferred Stock, such that upon conversion of such Parent Preferred Stock, the holder of the option would receive the same number of shares of Parent Common Stock as the holder of such Company Stock Option would have been entitled to receive pursuant to the Merger had such holder exercised such option in full including as to unvested shares, immediately prior to the Effective Time (rounded down to the nearest whole number), at a price per share (rounded up to the nearest whole cent) equal to (i) the aggregate exercise price for the

shares of Company Common Stock otherwise purchasable pursuant to such Company Stock Option divided by (ii) the number of full shares of Parent Common Stock deemed purchasable pursuant to such Parent stock option in accordance with the foregoing. As soon as practicable after the Effective Time, Parent shall deliver to the holders of Company Stock Options appropriate notice evidencing the foregoing assumption and setting forth such participants' rights pursuant thereto, and the grants shall continue in effect on the same terms and conditions as existed on the date of this Agreement (subject to the adjustments required by this Section 4.1(e)(i) after giving effect to the Merger). In the case of any Company Stock Option to which Section 422 of the Internal Revenue Code of 1986, as amended (the "Code") applies ("Incentive Stock Options"), Parent shall comply with the terms of the Company Option Plan to ensure, to the extent required by, and subject to the provisions of, such plan, that Company Stock Options which qualified as Incentive Stock Options prior the Effective Time continue to qualify as Incentive Stock Options after the Effective Time.

(f) Warrants. All warrants to purchase Company Common Stock (the "Company Warrants") then outstanding shall be assumed by Parent as set forth below, provided, however, that if a Company Warrant cannot be assumed in accordance with its terms or if the Company and Parent mutually agree that a modification to the Company Warrant is required in connection with its assumption prior to the Closing, then such modification shall be satisfactory to each of the Company and Parent.

(i) Within 30 days after the Closing, Parent will issue warrants to acquire shares of Parent Preferred Stock, with such number of shares of Parent Preferred Stock to be based on the Company Stock Exchange Ratio, as applicable, to existing warrant holders of the Company (such issuance to be conditioned upon delivery to Parent and cancellation of existing Company warrants) such that the holder of such warrants upon exercise will receive that number of shares of Parent Common Stock as such holder would have been entitled to receive pursuant to the Merger had such holder exercised such warrants immediately prior to the Effective Time (rounded down to the nearest whole number), with the same expiration date as currently exists and at a per share exercise price proportionately adjusted for the Company Stock Exchange Ratio, as applicable.

(g) Capital Stock of Merger Sub. Each share of Common Stock, no par value per share, of Merger Sub (the "Merger Sub Common Stock") issued and outstanding immediately prior to the Effective Time shall be converted automatically into one validly issued, fully paid and non-assessable share of common stock, $.001 par value per share, of the Surviving Corporation. Each certificate evidencing ownership of shares of Merger Sub Common Stock shall evidence ownership of such shares of common stock of the Surviving Corporation.

(h) Adjustments to Exchange Ratios. The numbers of shares of Parent Preferred Stock that the holders of the Company Capital Stock are entitled to receive as a result of the Merger shall be equitably adjusted to reflect appropriately the effect of any stock split, reverse stock split, stock dividend (including any dividend or distribution of securities convertible into Parent Preferred Stock or Company Capital Stock), extraordinary cash dividends, reorganization, recapitalization, reclassification, combination, exchange of shares or other like change with respect to Parent Preferred Stock or Company Capital Stock occurring on or after the date hereof and prior to the Effective Time.

(i) Fractional Shares. Upon conversion of the Parent Preferred Stock, no fraction of a share of Parent Common Stock will be issued by virtue of the Merger, and each holder of shares of Company Capital Stock who would otherwise be entitled to a fraction of a share of Parent Common Stock (after aggregating all fractional shares of Parent Common Stock that otherwise would be received by such holder) shall, upon compliance with Section 1.6, receive from Parent, in lieu of such fractional share, one (1) share of Parent Common Stock.

4.2 Surrender of Certificates. The procedures for exchanging outstanding shares of Company Capital Stock for Merger Consideration pursuant to the Merger are set forth below.

(a) As promptly as practicable before or after the Effective Time, the parties will send to each shareholder of the Company a letter of transmittal, in form approved by the Company and Parent, for use in exchanging all Certificates registered in the name of such shareholder for the Merger Consideration to which such shareholder may be entitled as determined in accordance with the provisions of this Agreement. Upon surrender by a shareholder of all Certificates (or lost certificate affidavits) registered in the name of such shareholder to Parent, together with a duly executed letter of transmittal, such shareholder will be entitled to receive, in exchange for all of such Certificates, the portion of the Merger Consideration to which such shareholder may be entitled (as determined in accordance with the provisions of this Agreement), and such Certificates will be canceled. It is intended that such letter of transmittal will contain provisions requiring each executing shareholder thereof to, among other things, (a) acknowledge and agree to be bound by the terms of this Agreement, including Section 4.1 (Effect on Capital Stock), (b) make certain representations and warranties with respect to such executing shareholder and the shares of Company Stock owned or held by such executing shareholder, (c) waive all appraisal or dissenters' rights, and (d) deliver original Certificates (or an affidavit of loss and indemnity) together with blank stock powers and other instruments of transfer, in each case in a form reasonably satisfactory to Parent and as a condition precedent to Parent's obligation to issue shares of Parent Preferred Stock or Parent Common Stock to such shareholder.

(b) The Merger Consideration issued pursuant to the Merger shall be deemed to have been issued at the Effective Time. If any certificate representing shares of Parent Preferred Stock or Parent Common Stock are to be issued in a name other than that in which the certificate surrendered is registered, it shall be a condition of such exchange that the person requesting such exchange shall deliver to Parent all documents necessary to evidence and effect such transfer and shall pay to Parent any transfer or other taxes required by reason of the issuance of a certificate representing shares of Parent Preferred Stock or Parent Common Stock in a name other than that of the registered holder of the certificate surrendered, or establish to the satisfaction of Parent that such tax has been paid or is not applicable

4.3 No Further Ownership Rights in Company Stock. All shares of Parent Preferred Stock issued in accordance with the terms hereof shall be deemed to have been issued in full satisfaction of all rights pertaining to such shares of Company Stock and there shall be no further registration of transfers on the records of the Surviving Corporation of shares of Company Capital Stock that were outstanding immediately prior to the Effective Time. If, after the Effective Time, Certificates are presented to the Surviving Corporation for any reason, they shall be canceled and exchanged as provided herein.

4.4 Lost, Stolen or Destroyed Certificates. In the event that any Certificates shall have been lost, stolen or destroyed, Parent shall issue in exchange for such lost, stolen or destroyed Certificates, upon the making of an affidavit of that fact by the holder thereof, the certificates representing the shares of Parent Preferred Stock that the shares of Company Common Stock formerly represented by such Certificates were converted into and any dividends or distributions payable pursuant to Section 4.2; *provided, however*, that, as a condition precedent to the issuance of such certificates representing shares of Parent Preferred Stock and other distributions, the owner of such lost, stolen or destroyed Certificates shall indemnify Parent against any claim that may be made against Parent or the Surviving Corporation with respect to the Certificates alleged to have been lost, stolen or destroyed.

4.5 Tax Consequences. It is intended by the parties hereto that the Merger shall constitute a reorganization within the meaning of Section 368 of the Code. The parties hereto adopt this Agreement as a "plan of reorganization" within the meaning of Sections 1.368-2(g) and 1.368-3(a) of the Treasury Regulations under the Code.

4.6 Taking of Necessary Action; Further Action. If, at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Corporation with full right, title and possession to all assets, property, rights, privileges, powers and franchises of the Company and Merger Sub, the officers and directors of the Company and Merger Sub will take all such lawful and necessary action.

4.7 Rule 145. All shares of Parent Preferred Stock issued pursuant to this Agreement to "affiliates" of the Company will be subject to certain resale restrictions under Rule 145 promulgated under the Securities Act and all certificates representing such shares shall bear an appropriate restrictive legend.

4.8 Notice to Holders of Derivative Securities. As promptly as practicable after the execution of this Agreement, the Company, after consultation with Parent, shall give the holders of derivative securities of the Company any required notices pursuant to the terms thereof, with the expectation that each such derivative security shall be assumed by Parent in accordance with the provisions of Section 4.1, provided, however, that if a derivative security cannot be assumed in accordance with its terms consistent with Section 4.1, or if the Company and Parent mutually agree that a modification to the derivative security is required in connection with its assumption prior to the Closing, then such modification shall be satisfactory to each of the Company and Parent.

4.9 Shares Subject to Dissenters' Rights.

(a) Notwithstanding any provisions of this Agreement to the contrary, Dissenting Shares (as hereinafter defined) shall not be converted into a right to receive Parent Preferred Stock and the holders thereof shall be entitled only to such rights as are granted by the CGCL. Each holder of Dissenting Shares who becomes entitled to payment for such shares pursuant to the CGCL shall receive payment therefor from the Surviving Corporation in accordance with the CGCL, *provided, however*, that (i) if any shareholder of the Company who asserts dissenters' rights in connection with the Merger (a "Dissenter") shall have failed to establish his entitlement to such rights as provided in the CGCL, or (ii) if any such Dissenter shall have effectively withdrawn his demand for payment for such shares or waived or lost his right to payment for his shares under the appraisal rights process

under the CGCL, the shares of Company Common Stock held by such Dissenter shall be treated as if they had been converted, as of the Effective Time, into a right to receive Parent Preferred Stock and as provided in Section 4.1. The Company shall give Parent prompt notice of any demands for payment received by the Company from a person asserting dissenters' rights, and Parent shall have the right to participate in all negotiations and proceedings with respect to such demands. The Company shall not, except with the prior written consent of Parent, make any payment with respect to, or settle or offer to settle, any such demands.

(b) As used herein, "Dissenting Shares" means any shares of Company Common Stock held by shareholders of the Company who are entitled to dissenters' rights under the CGCL, and who have properly exercised, perfected and not subsequently withdrawn or lost or waived their rights to demand payment with respect to their shares in accordance with the CGCL.

## ARTICLE V
## TERMINATION AND AMENDMENT

5.1 Termination. Notwithstanding the approval of this Agreement by the sole shareholder of Merger Sub and shareholders of the Company, this Agreement may be terminated at any time prior to the Effective Time (i) by mutual agreement of the Boards of Directors of the Parent and Company.

5.2 Effect of Termination. In the event of the termination of this Agreement as provided above, this Agreement shall forthwith become void and there shall be no liability on the part of either Company or Merger Sub or their respective officers or directors, except as otherwise provided in the Merger Agreement.

5.3 Amendment. This Agreement may be amended by the parties hereto at any time before or after approval hereof by the shareholders of either the Company or Merger Sub by an instrument in writing signed on behalf of each of the parties hereto, provided, however, that after any such approval, no amendment will be made which, under the applicable provisions of the CGCL, requires the further approval of the shareholders without obtaining such approval. Notwithstanding the foregoing, this Agreement may not be amended after the Effective Time of the Merger.

***[Remainder of Page Intentionally Left Blank]***

IN WITNESS WHEREOF, the parties have duly executed this Agreement of Merger as of the date first written above.

STARVOX COMMUNICATIONS, INC.

By: _____
Thomas E. Rowley,
Chief Executive Officer

By: _____
Douglas Zorn, Secretary

STARVOX ACQUISITION, INC.

By: _____
Jay Wolf, President and Secretary

IN WITNESS WHEREOF, the parties have duly executed this Agreement of Merger as of the date first written above.

**STARVOX COMMUNICATIONS, INC.**

By: ______________________________
Thomas E. Rowley,
Chief Executive Officer

By: ______________________________
Douglas Zorn, Secretary

**STARVOX ACQUISITION, INC.**

By: ______________________________
Jay Wolf, President and Secretary

**EXHIBIT A**

**AMENDED AND RESTATED**

**ARTICLES OF INCORPORATION**

**OF**

**STARVOX COMMUNICATIONS, INC.**

ARTICLE I

The name of this corporation is StarVox Communiations, Inc.

ARTICLE II

The purpose of this Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

ARTICLE III

This corporation is authorized to issue only one class of shares of stock, designated "Common Stock." The total number of shares which this Corporation is authorized to issue is 1,000 with par value of $0.001 per share.

ARTICLE IV

1. Limitation . `Directors' Liability. The liability of the directors of this corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

2. Indemnification of Corporate Agents. This corporation is authorized to indemnify its agents to the fullest extent permissible under California law. For purposes of this provision the term "agent" has the meaning set forth in Section 317 of the California Corporations Code.

3. Repeal or Modification. Any repeal or modification of the foregoing provisions of this Article Five shall not adversely affect any right of indemnification of an agent or limitation of liability of any director of this corporation relating to acts or omissions occurring prior to such appeal or modification.

* * * * *

**STARVOX COMMUNICATIONS, INC.**
**a California corporation**

**OFFICER'S CERTIFICATE OF APPROVAL OF MERGER**

I, Douglas Zorn, do hereby certify:

1. That I am the duly elected and acting President and Secretary of StarVox Communications, Inc., a California corporation (the "Corporation");

2. That the Agreement of Merger attached to this Certificate (the "Merger Agreement"), between the Corporation and StarVox Acquisition, Inc. ("Merger Sub"), a California corporation and a wholly-owned subsidiary of U.S. Wireless Data, Inc. ("Parent"), a Delaware corporation, and the Corporation, was duly approved by the board of directors of the Corporation and by the shareholders of the Corporation. The Merger Agreement provides for the merger (the "Merger") of Merger Sub with and into the Corporation with the Corporation surviving the merger and becoming a wholly-owned subsidiary of Parent.

3. The Corporation has authorized capital of 400,000,000 shares, 368,100,000 of which are designated "Common Stock", $0.001 par value, and 31,900,000 of which are designated "Preferred Stock", $0.001 par value, consisting of 30,000,000 shares of Series A Preferred Stock and 1,900,000 shares of Series A-1 Preferred Stock. The number of shares of Common Stock outstanding and entitled to vote upon the Merger was 3,460,000 shares. The number of shares of Series A Preferred Stock outstanding and entitled to vote on the Merger was 18,835,688 shares. The number of shares of Series A-1 Preferred Stock outstanding and entitled to vote upon the Merger was 1,900,000 shares.

4. The principal terms of the Merger Agreement were approved by the Corporation by a vote of the shareholders that equaled or exceeded the vote required. The percentage vote required to approve the Merger Agreement was the affirmative vote of (i) holders of a majority of the outstanding shares of the Corporation's Common Stock, voting as a separate class, (ii) the holders of a majority of the outstanding shares of the Corporation's Series A Preferred Stock, voting as a separate class and (iii) the holders of a majority of the outstanding shares of the Corporation's Series A-1 Preferred Stock, voting as a separate class.

5. The undersigned declares under penalty of perjury under the laws of the State of California that the statements set forth in this Certificate are true and correct to his own knowledge.

Dated: March 23, 2007

Douglas Zorn, President and Secretary

BEST COPY AVAILABLE

**STARVOX ACQUISITION, INC.**
**a California corporation**

**OFFICERS' CERTIFICATE OF APPROVAL OF MERGER**

I, Jay Wolf, do hereby certify:

1. I am the duly elected and acting President and Secretary of StarVox Acquisition, Inc., a California corporation (the "Corporation");

2. That the Agreement of Merger attached to this Certificate (the "Merger Agreement"), between the Corporation, a wholly-owned subsidiary of U.S. Wireless Data, Inc. ("Parent"), and StarVox Communications, Inc. ("StarVox"), a California corporation, was duly approved by the board of directors of the Corporation and the sole shareholder of the Corporation. The Merger Agreement provides for the merger (the "Merger") of the Corporation with and into StarVox with StarVox surviving the merger and becoming a wholly-owned subsidiary of Parent.

3. The Corporation has only one class of stock, which is designated "Common Stock", $0.001 per value, and only the Common Stock was entitled to vote on the Merger Agreement. The percentage vote required to approve the Merger Agreement was the affirmative vote of a majority of the outstanding shares of Common Stock. The number of shares of Common Stock outstanding and entitled to vote on the Agreement of Merger was 1000 shares. The principal terms of the Merger Agreement were approved by the Corporation by a vote of the shareholders that equaled or exceeded the vote required. The shareholder approval was by the holder of one hundred percent (100%) of the outstanding shares of the Corporation's Common Stock.

4. That no vote of the stockholders of U.S. Wireless Data, Inc., a Delaware corporation, was required to approve the Merger Agreement.

5. The undersigned declares under penalty of perjury under the laws of the State of California that the statements set forth in this Certificate are true and correct to his own knowledge.

Dated: March 23, 2007

Jay Wolf, President and Secretary

OFFICE OF THE SECRETARY OF STATE
THE GREAT SEAL OF THE STATE OF CALIFORNIA

# The State of South Carolina

## Office of Secretary of State Mark Hammond

## Certificate of Authorization

**I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:**

STARVOX COMMUNICATIONS, INC.,
a corporation duly organized under the laws of the state of **CALIFORNIA** and issued a certificate of authority to transact business in South Carolina on **September 13th, 2007,** has on the date hereof filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the Corporation that its authority to transact business in South Carolina is subject to being revoked pursuant to Section 33-15-310 of the 1976 South Carolina Code, and no application for surrender of authority to do business in South Carolina has been filed in this office as of the date hereof.

Given under my Hand and the Great
Seal of the State of South Carolina this
19th day of September, 2007.

Mark Hammond

Mark Hammond, Secretary of State

# Exhibit B

## Officers, Directors and Legal Counsel

**Officers**

Thomas E. Rowley, Chief Executive Officer
2728 Orchard Parkway
San Jose, CA 95134

Christopher McKee, Vice President and General Counsel
43480 Yukon Drive, Suite 201
Ashburn, VA 20147

John Reiland, Chief Financial Officer
2728 Orchard Parkway
San Jose, CA 95134

**Directors**

Thomas E. Rowley
2728 Orchard Parkway
San Jose, CA 95134

Robert S. Ellin
2728 Orchard Parkway
San Jose, CA 95134

Daniel D. Tompkins
2728 Orchard Parkway
San Jose, CA 95134

Jay A. Wolf
2728 Orchard Parkway
San Jose, CA 95134

Barry I. Regenstein
2728 Orchard Parkway
San Jose, CA 95134

Thomas E. Rowley
2728 Orchard Parkway
San Jose, CA 95134

**Legal Counsel**

John J. Pringle, Jr.
Ellis, Lawhorne & Sims, P.A.
P. O. Box 2285
Columbia, SC 29202
Telephone: (803) 343-1270

Regulatory Counsel:

Jonathan S. Marashlian
Catherine M. Hannan
Helein & Marashlian, LLC
The *Comm*Law Group
1483 Chain Bridge Road
Suite 301
McLean, VA 22101
Telephone: (703) 714-1300

**Shareholders of 15% or Greater Ownership Interest**

StarVox is a wholly-owned subsidiary of U.S. Wireless Data, Inc. Information concerning the ownership of Applicant's parent entity is available at http://sec.gov/edgar/searchedgar/webusers.htm. Individuals and entities which hold 15% or greater beneficial ownership interests in Applicant, as a result of the parent relationship with U.S. Wireless Data, Inc., are set forth below:

| 15% or Greater Shareholders | U.S.W.D. Shares | Ownership Percentage |
|---|---|---|
| David Smith[1] | Series A Preferred 121,045<br>Common Stock 2,892,857 | 21% |
| Trinad Capital Master Fund, Ltd.[2] | Series A Preferred 99,664<br>Common Stock 4,280,000 | 22% |

1 Mr. Smith's ownership interest is calculated based upon his 10% direct equity interest in USWD plus 11% interest through his 100% ownership of Destar LLC.

2 This interest consists of 3,7200 shares of Common Stock hold of record by Trinad Capital, LP; (ii) 560,000 shares of Common Stock issuable upon exercise of warrants held by Trinad Capital Master Fund, Ltd.; (iii) 6,961,766 shares of Common Stock issuable upon conversion of 94,473 shares of Series A preferred held of record by Trinad Capital Master Fund, Ltd.; and (iv) 384,544 shares of Common Stock issuable upon conversion of 5,191 shares Series A preferred upon exercise of warrants held by Trinad Capital Master Fund, Ltd.

# Exhibit C

# Financial Information

**StarVox Communications, Inc.**
**Unaudited Condensed Consolidated Statements of Operations**
***(in thousands except per share data)***

| | Three Months Ended November 30, 2006 StarVox | Three Months Ended September 30, 2006 USWD | Pro Forma Adjustments | Pro Forma Consolidated |
|---|---|---|---|---|
| Revenues | $ 13,416 | $ — | $ — | $ 13,416 |
| Operating expense: | | | | |
| Cost of sales | 8,738 | — | — | 8,738 |
| Operating expenses | 7,230 | 312 | — | 7,542 |
| Total Operating expenses | 15,968 | 312 | — | 16,280 |
| Loss from operations | (2,552) | (312) | | (2,864) |
| Interest (other) expense, | 1,971 | 98 | (8) (8) | 2,061 |
| Net income (loss) before income taxes | (4,523) | (214) | 8 (8) | (4,729) |
| Provision for taxes | — | — | | — |
| Net loss | $ (4,523) | $ (214) | $ 8 | $ (4,729) |
| Weighted average shares outstanding, basic and | 3,561 | 9,500 | | 33,684 |
| Basic and diluted net loss | $ (1.27) | $ (0.02) | | $ (0.14) |

**StarVox Communications, Inc.**
**Condensed Consolidated Balance Sheets**
*(in thousands)*

| | November 30, 2006 StarVox | September 30, 2006 USWD | Pro Forma Adjustments | Pro Forma Consolidated |
|---|---|---|---|---|
| **Assets** | | | | |
| Current Assets: | | | | |
| Cash and cash equivalents | $ 1,780 | $ 954 | $ — | $ 2,734 |
| Accounts receivable, net | 6,608 | — | — | 6,608 |
| Loans receivable | — | 3,500 | (3,500) | — |
| Interest receivable | — | 110 | (20) | 90 |
| Due from related parties | — | 15 | — | — |
| Prepaids and other current assets | 1,004 | 45 | — | 1,049 |
| Total current assets | 9,392 | 4,624 | (3,520) | 10,481 |
| Property and equipment, net of accumulated depreciaton | 3,937 | — | — | 3,937 |
| Goodwill and intangible assets | 13,156 | — | — | 13,156 |
| Other assets | 1,393 | — | — | 1,393 |
| Total assets | $ 27,878 | $ 4,624 | $ (3,520) | $ 28,982 |
| **Liabilities, Convertible Preferred Stock and Stockholders' Deficit** | | | | |
| Current Liabilities | | | | |
| Accounts payable and accrued liabilities | $ 7,506 | $ 134 | $ — | $ 7,640 |
| Notes payable | 7,575 | — | — | 7,575 |
| Convertible notes payable | 18,296 | — | (3,500) | 14,796 |
| Related party note | 198 | | | 198 |
| Accrued interest on notes payable | 1,298 | — | (107) | 1,191 |
| Deferred revenue | 1,627 | — | — | 1,627 |
| Total current liabilities | 36,500 | 134 | (3,607) | 33,027 |
| Total liabilities | 36,500 | 134 | (3,607) | 33,027 |
| Convertible preferred stock | | | | |
| Series A | 7,925 | — | — | 7,925 |
| Series A - 1 | 950 | — | — | 950 |
| Stockholders' Equity (Deficit) | | | | |
| Common stock | 4 | 95 | — | 99 |
| Additional paid-in-capital | 2,615 | 5,739 | 87 | 8,441 |
| Accumulated deficit | (20,068) | (1,344) | — | (21,412) |
| Treasury stock | (48) | | — | (48) |
| Total stockholders equity (deficit) | (8,622) | 4,490 | 87 | (4,045) |
| **Total Liabilities, Convertible Preferred Stock and Stockholders' (Deficit)** | $ 27,878 | $ 4,624 | $ (3,520) | $ 28,982 |

Warrior Communications, Inc.
Consolidated Statement of Convertible Preferred Stock and Stockholders' Deficit
In thousands, except share and per share data

| | Convertible Preferred Stock | | | | Common Stock | | Deferred Stock Compensation | Additional Paid-in Capital | Treasury Stock | | Accumulated Deficit | Total Stockholders' Deficit | Total Convertible Preferred Stock and Stockholders' Deficit |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Series A | | Series A-1 | | | | | | | | | | |
| | Shares | Amount | Shares | Amount | Shares | Amount | | | Shares | Amount | | | |
| June 1, 2004 (Inception) | — | $ — | — | $ — | — | $ — | $ — | $ — | — | $ — | $ — | $ — | $ — |
| Common stock issued to founders | — | — | — | — | 2,640,000 | 3 | — | 48 | — | — | — | 51 | 51 |
| Net loss for period from June 1, 2004 (inception) through August 31, 2004 | — | — | — | — | — | — | — | — | — | — | (75) | (75) | (75) |
| Balances at August 31, 2004 | — | — | — | — | 2,640,000 | 3 | — | 48 | — | — | (75) | (22) | (22) |
| Common stock granted to employees | — | — | — | — | 700,000 | 1 | (34) | 34 | — | — | — | — | — |
| Amortization of deferred stock compensation | — | — | — | — | — | — | 4 | — | — | — | — | 4 | 4 |
| Net loss | — | — | — | — | — | — | — | — | — | — | (2,375) | (2,375) | (2,375) |
| Balances at August 31, 2005 | — | — | — | — | 3,580,000 | 4 | (29) | 82 | — | — | (2,449) | (2,391) | (2,391) |
| Conversion of convertible debt to Series A preferred stock | 12,185,644 | 4,906 | — | — | — | — | — | — | — | — | — | — | 4,906 |
| Issuance of Series A convertible preferred stock, net of issuance costs | 6,470,000 | 3,011 | — | — | — | — | — | — | — | — | — | — | 3,011 |
| Conversion of other liabilities to Series A-1 convertible preferred stock | — | — | 1,900,000 | 950 | — | — | — | — | — | — | — | — | 950 |
| Issuance of common stock for Zhone acquisition | — | — | — | — | 100,000 | — | — | 3 | — | — | — | 3 | 3 |
| Common stock granted to consultants | — | — | — | — | 475,000 | — | — | 25 | — | — | — | 22 | 22 |
| Common stock granted to employees | — | — | — | — | 175,000 | — | (9) | 9 | — | — | — | — | — |
| Issuance of warrants to purchase common stock in conjunction with issuance of convertible notes payable | — | — | — | — | — | — | — | 2,515 | — | — | — | 2,515 | 2,515 |
| Repurchase of common stock | — | — | — | — | — | — | — | — | (932,500) | (47) | — | (47) | (47) |
| Amortization of deferred stock compensation | — | — | — | — | — | — | 16 | — | — | — | — | 16 | 16 |
| Reversal of unvestigated deferred stock compensation for terminated employees | — | — | — | — | — | — | 15 | (15) | — | — | — | — | — |
| Net loss (as Restated) | — | — | — | — | — | — | — | — | — | — | (13,087) | (13,087) | (13,087) |
| Balances at August 31, 2006 (as Restated) | 18,635,644 | 7,925 | 1,900,000 | 950 | 4,330,000 | 4 | (7) | 2,619 | (932,500) | (47) | (15,549) | (12,976) | (4,199) |
| Repurchase of common stock | | | | | | | | | (12,500) | (1) | | (1) | (1) |
| Reclassification of unvestigated balance of deferred stock compensation upon adoption of FAS 123R | — | — | — | — | — | — | 7 | (7) | — | — | — | — | — |
| Vesting of restricted shares previously granted | — | — | — | — | — | — | — | — | — | — | — | 3 | 3 |
| Net loss | — | — | — | — | — | — | — | — | — | — | (4,529) | (4,529) | (4,529) |
| Balances at November 30, 2006 (Unaudited) | 18,635,644 | $ 7,925 | 1,900,000 | $ 950 | 4,330,000 | $ 4 | $ — | $ 2,615 | (945,000) | $ (48) | $ (20,044) | $ (17,497) | $ (4,527) |

**StarVox Communications, Inc.**
**Unaudited Condensed Consolidated Statements of Operations**
***(in thousands except per share data)***

| | Three Months Ended February 28, | | Six Months Ended February 28, | |
|---|---|---|---|---|
| | 2006 | 2007 | 2006 | 2007 |
| Revenues | $ 3,572 | $ 10,208 | $ 7,439 | $ 23,624 |
| Operating expenses: | | | | |
| Cost of sales | 4,739 | 7,192 | 9,681 | 15,906 |
| Operating expenses | 589 | 6,659 | 1,493 | 12,997 |
| Depreciation and amortization | 85 | 771 | 179 | 1,661 |
| Impairment charge | — | — | — | 26 |
| Total operating expenses | 5,413 | 14,622 | 11,353 | 30,590 |
| Loss from operations | (1,841) | (4,414) | (3,914) | (6,966) |
| Other expense (income) | | | | |
| Interest and warrant amortization expense | 39 | 2,020 | 143 | 3,991 |
| Other expense (income), net | 48 | (1) | 46 | (1) |
| Total other expense | 87 | 2,019 | 189 | 3,990 |
| Net loss before taxes | (1,928) | (6,433) | (4,103) | (10,956) |
| Provision for taxes | — | 18 | — | 18 |
| Net loss | $ (1,928) | $ (6,451) | $ (4,103) | $ (10,974) |
| Basic and diluted net loss per common share | $ (0.48) | $ (1.89) | $ (1.03) | $ (3.26) |
| Weighted average shares used is computing basic and diluted net loss per share | 3,995,639 | 3,417,922 | 3,964,743 | 3,368,609 |

**StarVox Communications, Inc.**
**Condensed Consolidated Balance Sheets**
*(in thousands)*

| | August 31, 2006 | February 28, 2007 (Unaudited) |
|---|---|---|
| **Assets** | | |
| Current assets: | | |
| Cash | $ 1,386 | $ 2,185 |
| Accounts receivable, net of allowance of $664 and $446, respectively | 7,018 | 4,906 |
| Prepaid expenses and other current assets | 882 | 910 |
| Total current assets | 9,286 | 8,001 |
| Property and equipment, net of accumulated depreciation | 4,308 | 6,470 |
| Intangible assets | 6,271 | 5,241 |
| Goodwill | 7,426 | 7,400 |
| Restricted cash and other assets | 1,391 | 1,400 |
| Total assets | $ 28,684 | $ 28,512 |
| **Liabilities, Convertible Preferred Stock and Stockholders' Deficit** | | |
| Current liabilities: | | |
| Line of credit | $ 1,125 | $ — |
| Accounts payable | 5,639 | 6,581 |
| Accrued liabilities and other | 3,476 | 4,886 |
| Notes payable | 3,500 | 3,500 |
| Convertible notes payable | 17,126 | 23,857 |
| Deferred revenue | 1,627 | 1,635 |
| Related party payables | 250 | 198 |
| Total current liabilities | 32,743 | 40,657 |
| Capital lease obligations | — | 1,389 |
| Other long term liabilities | 42 | — |
| Total liabilities | 32,785 | 42,046 |
| Commitments and contingencies | | |
| Preferred stock | 8,875 | 8,875 |
| Stockholders' deficit: | | |
| Common stock | 4 | 4 |
| Deferred stock compensation | (7) | — |
| Additional paid-in capital | 2,619 | 4,153 |
| Accumulated deficit | (15,545) | (26,519) |
| Treasury stock | (47) | (47) |
| Total stockholders' deficit | (12,976) | (22,409) |
| Total convertible preferred stock and stockholders' deficit | (4,101) | (13,534) |
| Total liabilities, convertible preferred stock and stockholders' deficit | $ 28,684 | $ 28,512 |

**StarVox Communications, Inc.**
**Unaudited Condensed Consolidated Statements of Cash Flows**
*(in thousands)*

| | Six Months Ended February 28, 2006 | Six Months Ended February 28, 2007 |
|---|---|---|
| **Cash flows from Operating Activities:** | | |
| Net loss | $ (4,103) | $ (10,974) |
| Adjustments to reconcile net loss to net cash used in Operating Activities: | | |
| Depreciation and amortization | 179 | 1,661 |
| Impairment or writedown of assets | — | 26 |
| Non-cash stock based compensation expense | — | 135 |
| Non-cash interest expense | — | 3,800 |
| Changes in operating assets and liabilities: | | |
| Accounts receivable | (472) | 2,112 |
| Prepaid expenses and other current assets | 106 | (36) |
| Accounts payable | 444 | 942 |
| Accrued liabilities and other | (141) | (540) |
| Deferred revenue | — | 8 |
| **Net cash used in operating activities** | (3,987) | (2,866) |
| Cash flows from Investing Activities: | | |
| Purchase of property and equipment | (315) | (466) |
| Cash paid for acquisitions, net of cash acquired | (40) | — |
| **Net cash used in investing activities** | (355) | (466) |
| Cash flows from Financing Activities: | | |
| Borrowings (payments) on line of credit | 616 | (1,125) |
| Payments under capital lease | — | (186) |
| Payments of other long term liabilities | — | (42) |
| Proceeds from issuance of unsecured demand promissory notes | — | 5,484 |
| Proceeds from issuance of preferred stock, net of issuance costs | 3,642 | — |
| Repurchase of common stock | (38) | — |
| Net cash provided by financing activities | 4,220 | 4,131 |
| Net (decrease) increase in cash and cash equivalents | (122) | 799 |
| **Cash at beginning of period** | 210 | 1,386 |
| **Cash at end of the period** | $ 88 | $ 2,185 |
| **Supplemental cash flow disclosure:** | | |
| Cash paid during the periods for: | | |
| Interest | $ 63 | $ 129 |
| Income taxes | $ — | $ 18 |
| **Noncash financing and investing activities:** | | |
| Property, plant and equipment obtained on capital lease | $ — | $ 2,326 |

**StarVox Communications, Inc.**
**Unaudited Condensed Consolidated Statements of Operations**
***(in thousands except per share data)***

| | Year Ended August 31, 2006 StarVox | September 1, 2005 through 13-Jun-06 CTI | Year Ended 30-Jun-06 USWD | Pro Forma Adjustments | Pro Forma Consolidated |
|---|---|---|---|---|---|
| Revenues | $ 24,626 | $ 27,202 | $ — | $ — | $ 51,828 |
| Operating expense: | | | | | |
| Cost of sales | 20,674 | 19,576 | — | — | 40,250 |
| Operating expenses | 13,527 | 6,548 | (1,105) | 20 | 18,990 |
| Impairment charge | 1,200 | | | | 1,200 |
| Total Operating expenses | 35,401 | 26,124 | (1,105) | 20 | 60,440 |
| Loss from operations | (10,775) | 1,078 | (1,105) | (20) | (8,612) |
| Interest (other) expense, net | (2,302) | (133) | — | (79) | (2,514) |
| Net income (loss) before income | (13,077) | 945 | (1,105) | (99) | (11,126) |
| Provision for taxes | 20 | 244 | | — | 264 |
| Net (loss) | $ (13,097) | $ 701 | $ (1,105) | $ (99) | $ (11,390) |
| Weighted average shares outstanding, basic and diluted | 3,736 | | 5,867 | | 33,684 |
| Basic and diluted net loss per | $ (3.51) | | $ (0.19) | | $ (0.34) |

**StarVox Communications, Inc.**
**Unaudited Pro Forma Condensed Consolidated Balance Sheet**
**November 30, 2006**
*(in thousands except per share data)*

| | November 30, 2006 | September 30, 2006 | Pro Forma Adjustments | Pro Forma Consolidated |
|---|---|---|---|---|
| | StarVox | USWD | | |
| **Assets** | | | | |
| Current Assets: | | | | |
| Cash and cash equivalents | $ 1,780 | $ 954 | $ — | $ 2,734 |
| Accounts receivable, net | 6,608 | — | — | 6,608 |
| Loans receivable | — | 3,500 | (3,500) | — |
| Interest receivable | — | 110 | (20) | 90 |
| Due from related parties | — | 15 | — | — |
| Prepaids and other current assets | 1,004 | 45 | — | 1,049 |
| Total current assets | 9,392 | 4,624 | (3,520) | 10,481 |
| Property and equipment, net of accumulated depreciaton | 3,937 | — | — | 3,937 |
| Goodwill and intangible assets | 13,156 | — | — | 13,156 |
| Other assets | 1,393 | — | — | 1,393 |
| Total assets | $ 27,878 | $ 4,624 | $ (3,520) | $ 28,982 |
| **Liabilities, Convertible Preferred Stock and Stockholders' Deficit** | | | | |
| Current Liabilities | | | | |
| Accounts payable and accrued liabilities | $ 7,506 | $ 134 | $ — | $ 7,640 |
| Notes payable | 7,575 | — | — | 7,575 |
| Convertible notes payable | 18,296 | — | (3,500) | 14,796 |
| Related party note | 198 | | | 198 |
| Accrued interest on notes payable | 1,298 | — | (107) | 1,191 |
| Deferred revenue | 1,627 | — | — | 1,627 |
| Total current liabilities | 36,500 | 134 | (3,607) | 33,027 |
| Total liabilities | 36,500 | 134 | (3,607) | 33,027 |
| Convertible preferred stock | | | | |
| Series A | 7,925 | — | — | 7,925 |
| Series A - 1 | 950 | — | — | 950 |
| Stockholders' Equity (Deficit) | | | | |
| Common stock | 4 | 95 | — | 99 |
| Additional paid-in-capital | 2,615 | 5,739 | 87 | 8,441 |
| Accumulated deficit | (20,068) | (1,344) | — | (21,412) |
| Treasury stock | (48) | | — | (48) |
| Total stockholders equity (deficit) | (8,622) | 4,490 | 87 | (4,045) |
| **Total Liabilities, Convertible Preferred Stock and Stockholders' (Deficit)** | $ 27,878 | $ 4,624 | $ (3,520) | $ 28,982 |

Marlene Communications, Inc.
Consolidated Statements of Convertible Preferred Stock and Stockholders' Deficit
In thousands, except share and per share data

| | Convertible Preferred Stock | | | | Common Stock | | Deferred Stock Compensation | Additional Paid-in Capital | Treasury Stock | | Accumulated Deficit | Total Stockholders' Deficit | Total Convertible Preferred Stock and Stockholders' Deficit |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Series A | | Series A-1 | | | | | | | | | | |
| | Shares | Amount | Shares | Amount | Shares | Amount | | | Shares | Amount | | | |
| June 1, 2004 (Inception) | — | $ — | — | $ — | — | $ — | $ — | $ — | — | $ — | $ — | $ — | $ — |
| Common stock issued to founders | — | — | — | — | 2,660,000 | 3 | — | 48 | — | — | — | 51 | 51 |
| Net loss for period from June 1, 2004 (inception) through August 31, 2004 | — | — | — | — | — | — | — | — | — | — | (73) | (73) | (73) |
| Balance at August 31, 2004 | — | — | — | — | 2,660,000 | 3 | — | 48 | — | — | (73) | (22) | (22) |
| Common stock granted to employees | — | — | — | — | 700,000 | 1 | (36) | 34 | — | — | — | — | — |
| Amortization of deferred stock compensation | — | — | — | — | — | — | 8 | — | — | — | — | 8 | 8 |
| Net loss | — | — | — | — | — | — | — | — | — | — | (2,275) | (2,275) | (2,275) |
| Balance at August 31, 2005 | — | — | — | — | 3,360,000 | 4 | (29) | 82 | — | — | (2,448) | (2,391) | (2,391) |
| Conversion of convertible debt to Series A preferred stock | 12,145,644 | 4,926 | — | — | — | — | — | — | — | — | — | — | 4,926 |
| Issuance of Series A convertible preferred stock, net of issuance costs | 4,670,000 | 3,015 | — | — | — | — | — | — | — | — | — | — | 3,015 |
| Conversion of other holders to Series A-1 convertible preferred stock | — | — | 1,600,000 | 950 | — | — | — | — | — | — | — | — | 950 |
| Issuance of common stock for Zero acquisition | — | — | — | — | 160,000 | — | — | 5 | — | — | — | 5 | 5 |
| Common stock granted to consultants | — | — | — | — | 475,000 | — | — | 23 | — | — | — | 23 | 23 |
| Common stock granted to employees | — | — | — | — | 175,000 | — | (9) | 9 | — | — | — | — | — |
| Issuance of warrants to purchase common stock in conjunction with issuance of convertible notes payable | — | — | — | — | — | — | — | 2,515 | — | — | — | 2,515 | 2,515 |
| Repurchase of common stock | — | — | — | — | — | — | — | — | (932,500) | (47) | — | (47) | (47) |
| Amortization of deferred stock compensation | — | — | — | — | — | — | 16 | — | — | — | — | 16 | 16 |
| Reversal of unamortized deferred stock compensation for terminated employees | — | — | — | — | — | — | 15 | (15) | — | — | — | — | — |
| Net loss (as Restated) | — | — | — | — | — | — | — | — | — | — | (12,007) | (12,007) | (12,007) |
| Balance at August 31, 2006 (as Restated) | 14,835,644 | 7,925 | 1,600,000 | 950 | 4,330,000 | 4 | (7) | 2,619 | (932,500) | (47) | (15,547) | (12,976) | (4,101) |
| Repurchase of common stock | | | | | | | | | (12,500) | (1) | | (1) | (1) |
| Redistribution of unamortized balance of deferred stock compensation upon adoption of FAS 123R | — | — | — | — | — | — | 7 | (7) | — | — | — | — | — |
| Vesting of nonvested shares previously awarded | — | — | — | — | — | — | — | 3 | — | — | — | 3 | 3 |
| Net loss | — | — | — | — | — | — | — | — | — | — | (4,573) | (4,573) | (4,573) |
| Balance at November 30, 2006 (Unaudited) | 14,835,644 | $ 7,925 | 1,600,000 | $ 950 | 4,330,000 | $ 4 | $ — | $ 2,615 | (945,000) | $ (48) | $ (20,064) | $ (17,447) | $ (8,522) |

**Starvox Communications, Inc.**
**Unaudited Condensed Consolidated Statements of Operations**
(in thousands except per share data)

| | Three Months Ended May 31, | | Nine Months Ended May 31, | |
|---|---|---|---|---|
| | 2006 | 2007 | 2006 | 2007 |
| Revenues | $ 4,800 | $ 8,491 | $ 12,239 | $ 32,115 |
| Operating expenses: | | | | |
| Cost of sales | 5,887 | 4,977 | 15,568 | 20,883 |
| Operating expenses: | 656 | 7,641 | 2,149 | 20,506 |
| Depreciation and amortization | 70 | 841 | 249 | 2,502 |
| Fas 123 R expense | | 35 | | 168 |
| Impairment charge | | | | 26 |
| Total operating expenses | 6,613 | 13,494 | 17,966 | 44,085 |
| Loss from operations | (1,813) | (5,003) | (5,727) | (11,970) |
| Other expense (income) | | | | |
| Interest and warrant amortization expense | 166 | 602 | 305 | 4,593 |
| Other expense (income), net | 12 | (2) | 62 | (3) |
| Gain (loss) sale of assets | | (18) | | (18) |
| Total other expense | 178 | 582 | 367 | 4,572 |
| Net loss before taxes | (1,991) | (5,585) | (6,094) | (16,542) |
| Provision for taxes | 16 | | 16 | 18 |
| Net loss | $ (2,007) | $ (5,585) | $ (6,110) | $ (16,560) |
| Basic and diluted net loss per common share | ($0.46) | ($0.48) | ($1.47) | ($1.58) |
| Weighted average shares used in computing basic and diluted net loss per share | 4,328,370 | 11,572,576 | 4,154,359 | 10,509,260 |
| Basic and diluted net loss per common share as if the merger had occurred | ($0.24) | | ($1.04) | |
| Weighted average shares used in computing basic and diluted net loss per share as if the merger had occurred | 8,486,143 | | 5,877,386 | |

**Starvox Communications, Inc.**
**Condensed Consolidated Balance Sheets**
*(in thousands)*

| | August 31, 2006 | May 31, 2007 (unaudited) |
|---|---|---|
| **Assets** | | |
| Current assets: | | |
| Cash | $ 1,386 | $ 881 |
| Accounts receivable, net of allowance of $664 and $463, respectively | 7,018 | 3,961 |
| Prepaid expenses and other current assets | 882 | 1,107 |
| Total current assets | 9,286 | 5,949 |
| Property and equipment, net of accumulated depreciation | 4,308 | 5,737 |
| Intangible assets | 6,271 | 4,726 |
| Goodwill | 7,426 | 7,400 |
| Restricted cash and other assets | 1,391 | 1,151 |
| Total assets | $ 28,684 | $ 24,963 |
| **Liabilities. Convertible Preferred Stock and Stockholders' Deficit** | | |
| Current liabilities: | | |
| Line of credit | $ 1,125 | $ - |
| Accounts payable | 5,639 | 8,000 |
| Accrued liabilities and other | 3,476 | 5,534 |
| Notes payable | 3,500 | - |
| Convertible notes payable | 17,126 | 14,000 |
| Deferred revenue | 1,627 | 1,532 |
| Related party payables | 250 | - |
| Total current liabilities | 32,743 | 29,066 |
| Capital lease obligations | - | 1,389 |
| Other long term liabilites | 42 | - |
| Total liabilities | 32,785 | 30,455 |
| Commitments and contingencies (see Note 12) | | |
| Preferred stock | 8,875 | 3 |
| Stockholders' deficit: | | |
| Common stock | 4 | 121 |
| Deferred stock compensation | (7) | |
| Additional paid-in capital | 2,619 | 29,381 |
| Accumulated deficit | (15,545) | (34,997) |
| Total stockholders' deficit: | (47) | |
| Total convertible preferred stock and stockholders' deficit | (12,976) | (5,495) |
| Total liabilities, convertible preferred stock and stockholders' deficit | (4,101) | (5,492) |
| | $ 28,684 | $ 24,963 |

**StarVox Communications, Inc.**
**Consolidated Statements of Convertible Preferred Stock and Stockholders' Deficit**
*(in thousands, except share and per share data)*

| | Nine Months Ended May 31, | |
|---|---|---|
| | 2006 | 2007 |
| **Cash Flows from Operating Activities:** | | |
| Net Loss | $ (6,110) | $ (16,560) |
| Adjustments to reconcile net loss to net cash used in Operating Activities: | | |
| Depreciation and amortization | 227 | 2,502 |
| Impairment or writedown of assets | 1,017 | 26 |
| Non-cash stock based compensation expense | | 170 |
| Non-cash interest expense | | 4,136 |
| Gain on sale of property & building | | (18) |
| Changes on operating assets and liabilities: | | |
| Accounts receivable | (1,105) | 3,058 |
| Prepaid expenses and other current assets | (67) | (225) |
| Restricted Cash | (11,000) | 240 |
| Accounts payable | 763 | 2,361 |
| Accrued liabilities and other | 403 | 108 |
| Deferred revenue | | (95) |
| Net cash used in operating activities | (15,872) | (4,297) |
| Cash flows from Investing Activities: | | |
| Purchase of property and equipment | (1,525) | (541) |
| Proceeds from sale of property and equipment | | 500 |
| Cash paid for acquisitions, net of cash acquired | (40) | |
| Net cash used in investing activities | (1,565) | (41) |
| Cash flows from Financing Activities: | | |
| Borrowings (payments) on line of credit | 1,020 | (1,125) |
| Payments under capital lease | | (186) |
| Payments of secured promissory notes | | (448) |
| Payments of other long term liabilities | | (42) |
| Proceeds from the issuance of senior notes payable | 300 | |
| Proceeds from the issuance of convertible notes | 13,608 | 150 |
| Proceeds from issuance of unsecured demand promissory notes | | 5,484 |
| Proceeds from issuance of preferred stock, net of issuance costs | 3,553 | |
| Repurchase of common stock | (52) | |
| Net cash provided by financing activities | 18,429 | 3,833 |
| Net (decrease) increase in cash and cash equivalents | 992 | (505) |
| Cash at beginning of period | 210 | 1,386 |
| Cash at end of period | $ 1,202 | $ 881 |
| **Supplemental cash flow disclosure:** | | |
| Cash paid durring ythe periods for: | | |
| Interest | $ - | $ 151 |
| Income taxes | $ - | $ 18 |
| **Noncash financing and investing activities:** | | |
| Property, plant and equipment obtained on capital lease | $ - | $ 2,326 |
| Elimination of secured note payable thru reverse merger | | $ 3,052 |
| Conversion of note payable and accrued interest to equity | | $ 10,204 |
| Cashless exercise of warrants | | $ 3 |

## Starvox Communications, Inc.
## Unaudited Condensed Consolidated Statements of Operations
(in thousands except per share data)

| | Nine Months Ended May 31, | |
|---|---|---|
| | 2006 | 2007 |
| Revenues | $ 12,239 | $ 32,115 |
| Operating expenses: | | |
| Cost of sales | 15,568 | 20,883 |
| Operating expenses: | 2,149 | 20,506 |
| Depreciation and amortization | 249 | 2,502 |
| Fas 123 R expense | | 168 |
| Impairment charge | | 26 |
| Total operating expenses | 17,966 | 44,085 |
| Loss from operations | (5,727) | (11,970) |
| Other expense (income) | | |
| Interest and warrant amortization expense | 305 | 4,593 |
| Other expense (income), net | 62 | (3) |
| Gain (loss) sale of assets | | (18) |
| Total other expense | 367 | 4,572 |
| Net loss before taxes | (6,094) | (16,542) |
| Provision for taxes | 16 | 18 |
| Net loss | $ (6,110) | $ (16,560) |
| Basic and diluted net loss per common share | ($1.47) | ($1.58) |
| Weighted average shares used in computing basic and diluted net loss per share | 4,154,359 | 10,509,260 |
| Basic and diluted net loss per common share as if the merger had occurred | ($1.04) | |
| Weighted average shares used in computing basic and diluted net loss per share as if the merger had occurred | 5,877,386 | |

## Starvox Communications, Inc.
## Unaudited Condensed Consolidated Statements of Operations

(in thousands except per share data)

| | Nine Months Ended May 31, | |
|---|---|---|
| | 2006 | 2007 |
| Revenues | $ 12,239 | $ 32,115 |
| Operating expenses: | | |
| Cost of sales | 15,568 | 20,883 |
| Operating expenses: | 2,149 | 20,506 |
| Depreciation and amortization | 249 | 2,502 |
| Fas 123 R expense | | 168 |
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| Total operating expenses | 17,966 | 44,085 |
| Loss from operations | (5,727) | (11,970) |
| Other expense (income) | | |
| Interest and warrant amortization expense | 305 | 4,593 |
| Other expense (income), net | 62 | (3) |
| Gain (loss) sale of assets | | (18) |
| Total other expense | 367 | 4,572 |
| Net loss before taxes | (6,094) | (16,542) |
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| Weighted average shares used in computing basic and diluted net loss per share | 4,154,359 | 10,509,260 |
| Basic and diluted net loss per common share as if the merger had occurred | ($1.04) | |
| Weighted average shares used in computing basic and diluted net loss per share as if the merger had occurred | 5,877,386 | |

**StarVox Communications, Inc.**
**Consolidated Statements of Convertible Preferred Stock and Stockholders' Deficit**
*(in thousands, except share and per share data)*

| | Nine Months Ended May 31, | |
|---|---|---|
| | 2006 | 2007 |
| **Cash Flows from Operating Activities:** | | |
| Net Loss | $ (6,110) | $ (16,560) |
| Adjustments to reconcile net loss to net cash used in Operating Activities: | | |
| Depreciation and amortization | 227 | 2,502 |
| Impairment or writedown of assets | 1,017 | 26 |
| Non-cash stock based compensation expense | | 170 |
| Non-cash interest expense | | 4,136 |
| Gain on sale of property & building | | (18) |
| Changes on operating assets and liabilities: | | |
| Accounts receivable | (1,105) | 3,058 |
| Prepaid expenses and other current assets | (67) | (225) |
| Restricted Cash | (11,000) | 240 |
| Accounts payable | 763 | 2,361 |
| Accrued liabilities and other | 403 | 108 |
| Deferred revenue | | (95) |
| Net cash used in operating activities | (15,872) | (4,297) |
| Cash flows from Investing Activities: | | |
| Purchase of property and equipment | (1,525) | (541) |
| Proceeds from sale of property and equipment | | 500 |
| Cash paid for acquisitions, net of cash acquired | (40) | |
| Net cash used in investing activities | (1,565) | (41) |
| Cash flows from Financing Activities: | | |
| Borrowings (payments) on line of credit | 1,020 | (1,125) |
| Payments under capital lease | | (186) |
| Payments of secured promissory notes | | (448) |
| Payments of other long term liabilities | | (42) |
| Proceeds from the issuance of senior notes payable | 300 | |
| Proceeds from the issuance of convertible notes | 13,608 | 150 |
| Proceeds from issuance of unsecured demand promissory notes | | 5,484 |
| Proceeds from issuance of preferred stock, net of issuance costs | 3,553 | |
| Repurchase of common stock | (52) | |
| Net cash provided by financing activities | 18,429 | 3,833 |
| Net (decrease) increase in cash and cash equivalents | 992 | (505) |
| Cash at beginning of period | 210 | 1,386 |
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| Interest | $ - | $ 151 |
| Income taxes | $ - | $ 18 |
| **Noncash financing and investing activities:** | | |
| Property, plant and equipment obtained on capital lease | $ - | $ 2,326 |
| Elimination of secured note payable thru reverse merger | | $ 3,052 |
| Conversion of note payable and accrued interest to equity | | $ 10,204 |
| Cashless exercise of warrants | | $ 3 |

**BEFORE THE PUBLIC SERVICE COMMISSION**
**OF SOUTH CAROLINA**

**COMMONWEALTH OF VIRGINIA )**
**) ss:**
**COUNTY OF FAIRFAX )**

## CERTIFICATION

I, Christopher McKee, a duly authorized officer of StarVox Communications, Inc. ("StarVox"), am authorized to make this certification on behalf of StarVox. The statements concerning StarVox, made in the foregoing Financial Statements of StarVox, are true, complete, and accurate to the best of my knowledge and are made in good faith.

StarVox Communications, Inc.

By: Chr McKee
Christopher McKee,
Vice President and General Counsel

Subscribed and sworn to before me, in and for the State and County named above this 28th day of September, 2007.

Sherry A. Reese
Notary Public

My commission expires: 8/31/08

# Exhibit D

# Biographies of Key Personnel

# STARVOX COMMUNICATIONS, INC.

## TECHNICAL QUALIFICATIONS/MANAGEMENT EXPERIENCE

The Company has assembled a highly skilled management team, which brings a wealth of experience and expertise to the Company's telecommunications services venture. Together, the Company's executives provide it with the depth and breadth of management, operational and technical capabilities necessary to facilitate its provision of high quality, affordable local exchange telecommunications services.

Brief summaries of the experience of key members of the Company's executive team are set forth below:

**Thomas E. Rowley**
**Chief Executive Officer**

With over 35 years of experience, Mr. Rowley is an expert entrepreneurial leader who specializes in driving early-stage technology companies to commercialize their technology and develop new markets. His proven engineering management and marketing expertise has enabled him to successfully found and grow nine venture-funded companies during his career. Among his accomplishments, Mr. Rowley has been the CEO of Preventsys, a supplier of enterprise security policy management software, Counterpane Internet Security, a managed security services provider; Veridicom, a spin-off of Lucent Technology's Bell Labs providing silicon fingerprint readers; and Centigram, a leader in the voice messaging market. He also led the development of secure cryptographic semiconductors at National Semiconductor. Named a Technology Pioneer by the World Economic Forum in 2002, Mr. Rowley holds two patents with the U.S. Patent Office. He has lectured for business schools at Stanford University, University of California at Berkeley and Santa Clara University on how to found and build a venture-backed company.

**Christopher McKee**
**Vice President and General Counsel**

Christopher McKee, Vice President and General Counsel, joined StarVox in 2007. From 2005 to 2007, Mr. McKee was Vice President and Assistant General Counsel of Covad Communications Group Inc., a publicly held San Jose, California-based broadband provider of integrated voice and data communications nationwide. Prior to joining Covad, from 2002 to 2005, Mr. McKee served as Executive Director of Legal and Regulatory Affairs for XO Communications, Inc., a publicly held Reston, Virginia-based broadband provider of integrated voice and data communications nationwide. Prior to that time, Mr. McKee was Deputy General Counsel of Net2000 Communications Inc., a publicly traded Herndon, Virginia-based telecommunications services provider. Mr. McKee has also been an at Washington DC-based law firms Dickstein Shapiro LLP and Dow Lohnes PLLC.

**John Reiland**
**Chief Financial Officer**

Mr. Reiland, a Certified Public Accountant, joined the company in 2006. Prior to that time, Mr. Reiland was a Senior Financial Analyst for Sanders Morris Harris, the largest investment banking firm headquartered in Texas. From March 2003 until March 2006, he served as the Chief Financial Officer of US Dataworks, a developer of payment processing software focused on the financial services market, federal, state and local governments, billers and retailers. From March 2002 until December 2002, Mr. Reiland was the interim Chief Executive Officer of New England Pantry, a New England-based convenience store chain. From November 2000 to February 2002, he was Chief Executive Officer of ServiceIQ, a privately held developmental stage company developing wireless communications devices for the field service industry. Mr. Reiland also served as a director on the board of directors of Ronco Corporation. Mr. Reiland began his career at Price Waterhouse & Co. from 1973 to 1978. He received his B.B.A. from the University of Houston in 1973.

**Sherri L. Bakos**
**Vice President of Sales**

Ms. Bakos has over 25 years experience in the services and telecommunications industries. She has a proven track record in meeting revenue, profit and customer satisfaction objectives. Her most recent experience was Vice President Sales – Western Region for Focal Communications selling a wide variety of telecommunications services including comprehensive voice, data and Internet solutions. She also managed the Customer Care organization which was responsible for order processing and customer satisfaction. She has successfully lead teams selling local, national and worldwide telecommunications companies. Prior to Focal, Ms. Bakos was VP – National Sales for Sigma Networks, Regional VP – Western Region for Level 3 Communications, VP/GM for MFS Communications (now part of MCI), and Global Account Manager for British Telecom. Ms. Bakos began her career at a VAR who focused on Fortune 500 accounts. She attended San Jose State University with an emphasis in Marketing.

**Alan M. Warshaw**
**Vice President, Marketing**

A successful marketing contributor to the telecommunications and data communications industry for many years, Mr. Warshaw was named Vice President of Marketing for StarVox Communications, Inc., in April 2007. Prior to joining StarVox, he spent several years as interim Vice President of Marketing for a variety of Silicon Valley startup companies. Previously, Mr. Warshaw was Vice President of Marketing at XO Communications (acquired by Concentric Network). As founder and principal consultant at Datacomm Management Group, he worked with leading companies such as Ascend Communications, Cisco Systems and Xircom for more than fifteen years. Before embarking on his consulting career, Mr. Warshaw spent six years at Micom Systems, Inc.

in several positions including Assistant Vice President and he was Communications Product Manager for Nixdorf Computer Corporation. Mr. Warshaw also held prior positions with Digital Equipment Corporation and Bell Laboratories. He holds a Bachelor of Science degree in Electrical Engineering from Clarkson University and a Master of Science in Operations Research from Cornell University.

**Michael (Mike) Sharman**
**Vice President of Operations**

Mr. Sharman has over 25 years experience with both voice and data services in the telecommunications industry. For the past ten years he has been an Executive involved in building world-class Operations organizations supporting voice and data services. He spent 14 years with AT&T/Pacific Bell designing voice networks and building the System Engineering, Technical Support and Voice Processing Operations in support of their Enhanced Service products. He held executive management positions at Concentric Network and XO Communications responsible for building and managing their Broadband, VPN Engineering, and Service Delivery Operations teams. His most recent position was at Netifice Communications where he was in charge of Service Delivery, Provisioning and VPN Engineering Operations. Mr. Sharman has a Bachelors of Science degree in Biochemistry and an MBA from St. Mary's.

# Exhibit E

## Proposed Local Exchange Telecommunications Services Tariff

**South Carolina**

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

OF

**StarVox Communications, Inc.**

**Regulatory Contact:**

**Christopher McKee, Vice President and General Counsel**
**StarVox Communications, Inc.**
**2728 Orchard Parkway**
**San Jose, CA 95134**
**Telephone: (408) 625-2700**

This Tariff contains the descriptions, regulations and rates applicable to the provision of local exchange telecommunications services provided by StarVox Communications, Inc., with principal offices located at 2728 Orchard Parkway, San Jose, CA 95134, for services furnished within the State of South Carolina. This tariff is on file with the South Carolina Public Service Commission and the Office of the Regulatory Staff. Copies may be inspected, during normal business hours, at the Company's principal place of business.

## TABLE OF CONTENTS

Title Page ..... Title

Preface

- Table of Contents ..... 1
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Maximum Rates – Miscellaneous Services and Rates ..... Section 7

## CHECK SHEET

| Section | Page | Revision | Section | Page | Revision | Section | Page | Revision |
|---|---|---|---|---|---|---|---|---|
| Title | Title | Original* | Section 3 | 1 | Original* | Section 7 | 12 | Original* |
| Preface | 1 | Original* | Section 3 | 2 | Original* | Section 7 | 13 | Original* |
| Preface | 2 | Original* | Section 3 | 3 | Original* | Section 7 | 14 | Original* |
| Preface | 3 | Original* | Section 3 | 4 | Original* | Section 7 | 14 | Original* |
| Preface | 4 | Original* | Section 4 | 4 | Original* | Section 7 | 14 | Original* |
| Preface | 5 | Original* | Section 4 | 2 | Original* | Section 7 | 17 | Original* |
| Section 1 | 1 | Original* | Section 4 | 3 | Original* | | | |
| Section 1 | 2 | Original* | Section 4 | 4 | Original* | | | |
| Section 1 | 3 | Original* | Section 5 | 1 | Original* | | | |
| Section 2 | 1 | Original* | Section 5 | 2 | Original* | | | |
| Section 2 | 2 | Original* | Section 5 | 3 | Original* | | | |
| Section 2 | 3 | Original* | Section 5 | 4 | Original* | | | |
| Section 2 | 4 | Original* | Section 5 | 5 | Original* | | | |
| Section 2 | 5 | Original* | Section 5 | 6 | Original* | | | |
| Section 2 | 6 | Original* | Section 5 | 7 | Original* | | | |
| Section 2 | 7 | Original* | Section 5 | 8 | Original* | | | |
| Section 2 | 8 | Original* | Section 5 | 9 | Original* | | | |
| Section 2 | 9 | Original* | Section 5 | 10 | Original* | | | |
| Section 2 | 10 | Original* | Section 5 | 11 | Original* | | | |
| Section 2 | 11 | Original* | Section 5 | 12 | Original* | | | |
| Section 2 | 12 | Original* | Section 5 | 13 | Original* | | | |
| Section 2 | 13 | Original* | Section 5 | 14 | Original* | | | |
| Section 2 | 14 | Original* | Section 5 | 15 | Original* | | | |
| Section 2 | 15 | Original* | Section 5 | 16 | Original* | | | |
| Section 2 | 16 | Original* | Section 5 | 17 | Original* | | | |
| Section 2 | 17 | Original* | Section 6 | 1 | Original! | | | |
| Section 2 | 18 | Original* | Section 6 | 2 | Original* | | | |
| Section 2 | 19 | Original* | Section 6 | 3 | Original* | | | |
| Section 2 | 20 | Original* | Section 6 | 4 | Original* | | | |
| Section 2 | 21 | Original* | Section 7 | 1 | Original* | | | |
| Section 2 | 22 | Original* | Section 7 | 2 | Original* | | | |
| Section 2 | 23 | Original* | Section 7 | 3 | Original* | | | |
| Section 2 | 24 | Original* | Section 7 | 4 | Original* | | | |
| Section 2 | 25 | Original* | Section 7 | 5 | Original* | | | |
| Section 2 | 26 | Original* | Section 7 | 6 | Original* | | | |
| Section 2 | 27 | Original* | Section 7 | 7 | Original* | | | |
| Section 2 | 28 | Original* | Section 7 | 8 | Original* | | | |
| Section 2 | 29 | Original* | Section 7 | 9 | Original* | | | |
| Section 2 | 30 | Original* | Section 7 | 10 | Original* | | | |
| Section 2 | 31 | Original* | Section 7 | 10-1 | Original* | | | |

*Denotes New or Revised Page.



Issued by: Christopher McKee
Vice President & General Counsel
2728 Orchard Parkway
San Jose, CA 95134

## EXPLANATION OF SYMBOLS

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

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

## APPLICATION OF TARIFF

This Tariff contains the regulations, rates and charges applicable to the provision of competitive local telecommunications services by StarVox Communications, Inc. ("Company"), for the use of Customers in transmitting messages within the State of South Carolina, subject to the jurisdiction of the South Carolina Public Service Commission ("Commission"). Services include, but are not limited to resold and facilities-based voice service within the State of South Carolina. Company's Services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff.

The rates and regulations contained in this Tariff apply only to the services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or service provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier.

This tariff is on file with the South Carolina Public Service and the Office of Regulatory Staff. In addition, this tariff is available for review at the main office of StarVox Communications, Inc., at 2728 Orchard Parkway, San Jose, CA 95134.

## 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 South Carolina Public Service Commission and the Office of Regulatory Staff. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the South Carolina Public Service Commission and the Office of Regulatory Staff is not always the Tariff page in effect. Consult the Check Sheet for the page currently in effect.

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

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

D. Check Sheets – When a Tariff filing is made with the South Carolina Public Service Commission and the Office of Regulatory Staff, 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., remain 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 South Carolina Public Service Commission and the Office of Regulatory Staff.

## SECTION 1 – DEFINITIONS

Access Line – An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

Account – A Company accounting category containing up to two (2) residential local exchange access lines billed to the same Customer at the same address. The second or non-primary local exchange access line will share any call allowance of the primary local exchange access line. The second or non-primary local exchange access line, therefore, will not be provisioned to include a separate call allowance structure. No features are provided with the second or non-primary local exchange access line.

Account Codes – Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

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

Authorization Code – A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or any other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Authorized User – A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

Automatic Numbering Identification (ANI) – A type of signaling provided by a local telephone company which automatically identifies the local exchange line from which a call originates.

Commission – Refers to the South Carolina Public Service Commission, unless otherwise indicated.

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

Company – StarVox Communications, Inc., the issuer of this Tariff.

Customer – The person, firm or corporation that orders service and is responsible for payment of charges and compliance with the terms and conditions of this Tariff.

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

Customer Terminal Equipment – Terminal equipment provided by the Customer.

Deposit – Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

## SECTION 1 – DEFINITIONS (CONT'D)

End Office – The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

Equal Access – A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

Exchange Telephone Company or Telephone Company – Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

ICB – Individual Case Basis.

ILEC – Incumbent Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

IXC or Interexchange Carrier – A long distance telecommunications service provider.

Interruption – The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

LATA – A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designed as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or its successor Tariff(s).

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

MOU – Minutes of Use.

NECA – National Exchange Carriers Association.

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

PBX – Private Branch Exchange.

PIN – Personal Identification Number. See Authorization Code.

## SECTION 1 – DEFINITIONS (CONT'D)

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

PSC – Refers to the South Carolina Public Service Commission.

Recurring Charges – Monthly charges to the Customer for services, and equipment, which continues for the agreed-upon duration of the service.

Service – Any means of service offered herein or any combination thereof.

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

Serving Wire Center – A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

Shared Inbound Calls – Refers to calls that are terminated via the Customer's Company-provided local exchange line.

Shared Outbound Calls – Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "10XXX" or 101XXXX" with a "1+10-digit number."

StarVox – StarVox Communications, Inc., issuer of this Tariff.

Station – The network control signaling unit and any other equipment provided at the Customer's premises which enables the Customer to establish communications connections and to effect communications through such connections.

Subscriber – The person, firm, partnership, corporation, or other entity who orders telecommunications service from StarVox Communications, Inc.. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

Switched Access Origination/Termination – Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Terminal Equipment – Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

Usage Charges – Charges for minutes or messages traversing over local exchange facilities.

User or End User – A Customer, Joint User or any other person authorized by a Customer to use service provided under this Tariff.

## SECTION 2 – RULES AND REGULATIONS

### 2.1 Undertaking of the Company

#### 2.1.1 Scope

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

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

#### 2.1.2 Shortage of Equipment or Facilities

**A.** The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

**B.** The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

## SECTION 2 – RULES AND REGULATIONS (CONT'D)

### 2.1 Undertaking of the Company (Cont'd)

#### 2.1.3 Terms and Conditions

A. Service is provided on the basis of a minimum period of at least thirty (30) days, 24 hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.

B. Except as otherwise stated in this Tariff, Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this Tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

D. In any action between the parties to enforce any provision of this Tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

E. Service may be terminated upon written notice to the Customer if:

1. the Customer is using the service in violation of the Tariff; or

2. the Customer is using the service in violation of the law.

F. This Tariff shall be interpreted and governed by the laws of the State of South Carolina regardless of its choice of laws provision.

G. Any other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

H. To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

## SECTION 2 – RULES AND REGULATIONS (CONT'D)

### 2.1 Undertaking of the Company (Cont'd)

#### 2.1.4 Limitations on Liability

A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays or errors, or other defects, representations, or use of these services; or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6.

B. Except for the extension of allowances to the customer for interruptions in service as set forth in Section 2.6, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.

C. The liability of the Company for errors in billing that results in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed. This clause does not conflict with, or trump the conditions set forth by Commission Regulations R103-623, 623.1, 623.2.

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

1. Any act or omission of: (a) the Customer; (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;

2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;

3. Any unlawful or unauthorized use of the Company's facilities and services;

4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;

5. Breach in the privacy or security of communications transmitted over the Company's facilities;

## SECTION 2 – RULES AND REGULATIONS (CONT'D)

### 2.1 Undertaking of the Company (Cont'd)

#### 2.1.4 Limitations on Liability (Cont'd)

D. (Cont'd)

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A. of this Subsection 2.1.4;

7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof which is not the result of negligence;

8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any acts or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;

9. Any noncompletion of calls due to network busy conditions;

10. Any calls not actually attempted to be completed during any period that service is unavailable;

11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

E. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.

F. The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

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

## SECTION 2 – RULES AND REGULATIONS (CONT'D)

### 2.1 Undertaking of the Company (Cont'd)

#### 2.1.4 Limitations on Liability (Cont'd)

H. Directory Errors – In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly Tariff rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly Tariff rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

I. With respect to Emergency 911 Service:

1. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or person, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service; or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.

2. Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, b the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, its users, agencies or municipalities, or the employees or agents of any one of them.

## SECTION 2 – RULES AND REGULATIONS (CONT'D)

### 2.1 Undertaking of the Company (Cont'd)

#### 2.1.4 Limitations on Liability (Cont'd)

I. With respect to Emergency 911 Service (Cont'd)

3. When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local government authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this rate sheet, the Customer acknowledges and agrees with the release of information as described above.

#### 2.1.5 Notification of Service-Affecting Activities

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

## SECTION 2 – RULES AND REGULATIONS (CONT'D)

### 2.1 Undertaking of the Company (Cont'd)

#### 2.1.6 Provision of Equipment and Facilities

A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any customer.

B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided by the Customer.

D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.

E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any other party other than the Company, including, but not limited to, the Customer.

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

(1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or

(2) the reception of signals by Customer-provided equipment.

## SECTION 2 – RULES AND REGULATIONS (CONT'D)

### 2.1 Undertaking of the Company (Cont'd)

#### 2.1.7 Non-routine Installation

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

#### 2.1.8 Special Construction

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

A. where facilities are not presently available, 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. on an expedited basis;

F. on a temporary basis until permanent facilities are available;

G. involving abnormal costs; or

H. in advance of its normal construction.

#### 2.1.9 Ownership of Facilities

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

## SECTION 2 – RULES AND REGULATIONS (CONT'D)

### 2.2 Prohibited Uses

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

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

2.2.3 The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

2.2.4 A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owned to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Tariff will apply.

## SECTION 2 – RULES AND REGULATIONS (CONT'D)

### 2.3 Obligations of the Customer

#### 2.3.1 General

The Customer is responsible for making proper application for service; placing any necessary order, complying with Tariff regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

A. the payment of all applicable charges pursuant to this Tariff;

B. damage to or loss of the Company's facilities or equipment caused by the acts of omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C.). Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

## SECTION 2 – RULES AND REGULATIONS (CONT'D)

### 2.3 Obligations of the Customer (Cont'd)

#### 2.3.1 General (Cont'd)

E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., asbestos) prior to any construction or installation work;

F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein removing the facilities or equipment of the Company;

G. not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and

H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

## SECTION 2 – RULES AND REGULATIONS (CONT'D)

### 2.3 Obligations of the Customer (Cont'd)

#### 2.3.2 Liability of the Customer

A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

B. To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other rate sheet of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this rate sheet including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

## SECTION 2 – RULES AND REGULATIONS (CONT'D)

### 2.4 Customer Equipment and Channels

#### 2.4.1 General

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

#### 2.4.2 Station Equipment

A. Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.

B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

## SECTION 2 – RULES AND REGULATIONS (CONT'D)

### 2.4 Customer Equipment and Channels (Cont'd)

#### 2.4.3 Interconnection of Facilities

A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

B. Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the Tariffs of the other communications carriers that are applicable to such connections.

C. Facilities furnished under this Tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this Tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.

D. Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this Tariff only to the extent that the user is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

## SECTION 2 – RULES AND REGULATIONS (CONT'D)

### 2.4 Customer Equipment and Channels (Cont'd)

#### 2.4.4 Inspections

A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2A. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

## SECTION 2 – RULES AND REGULATIONS (CONT'D)

### 2.5 Payment Arrangements

#### 2.5.1. Payment for Service

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

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services. The Company will not separately charge for the South Carolina gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

Certain telecommunications services, as defined in the South Carolina Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in South Carolina, or both, and are charged to a subscriber's telephone number or account in South Carolina.

The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

#### 2.5.2 Billing and Collection of Charges

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

A. Nonrecurring charges are due and payable within thirty (30) days of receipt of bill, unless otherwise agreed to in advance.

## SECTION 2 – RULES AND REGULATIONS (CONT'D)

### 2.5 Payment Arrangements (Cont'd)

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

B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.

C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

E. A maximum of one and one half percent (1 1/2%) may be added to any unpaid balance brought forward from the previous billing date to cover the cost of collection and carrying accounts in arrears. This method of late payment charge will be made in lieu of any other penalty. Billing for 900 and 900-type charges or non-regulated items are excluded from the balance on which a late fee may be imposed.

F. The Customer will be assessed a charge for each check or other payment type submitted by the Customer to the Company that a bank or other financial institution refuses to honor. The charge may be equal but not exceed the rate allowed by the S.C. Code Annotated, Section 34-11-70.

G. If service is disconnected by the Company in accordance with Section 2.5.6 following and later restored, restoration of service will be subject to all applicable installation charges.

## SECTION 2 – RULES AND REGULATIONS (CONT'D)

### 2.5 Payment Arrangements (Cont'd)

#### 2.5.3 Disputed Bills

A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 90 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter. The 90-day requirement does not conflict with or trump the conditions set forth by Commission Regulations R103-623, 623.1, 623.2.

B. The Customer should notify the Company of any disputed items on an invoice within an interval from receipt of the invoice that is within the State's statute of limitations. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Consumer Services Department of the Office of Regulatory Staff (ORS) in accordance with the Commission's rules of procedure. The address of the ORS is as follows:

Office of Regulatory Staff
Consumer Services Department
P.O. Box 11263
Columbia, South Carolina 29201
Telephone Number: 803-737-5230
Toll-Free Number: 800-922-1531
Fax Number: 803-737-4750

C. 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.

#### 2.5.4 Reserved For Future Use

## SECTION 2 – RULES AND REGULATIONS (CONT'D)

### 2.5 Payment Arrangements (Cont'd)

#### 2.5.5 Deposits

The Company does not collect Customer Deposits.

## SECTION 2 – RULES AND REGULATIONS (CONT'D)

### 2.5 Payment Arrangements (Cont'd)

#### 2.5.6 Discontinuance of Service

A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving five (5) days' written notice to the Customer, discontinue or suspend service without incurring any liability. No basic residential service shall be disconnected for nonpayment until at least 20 days from the date of the bill and only following proper written notification.

B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving five (5) days' written notice to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

## SECTION 2 – RULES AND REGULATIONS (CONT'D)

### 2.5 Payment Arrangements (Cont'd)

#### 2.5.6 Discontinuance of Service (Cont'd)

D. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

E. In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.

F. Upon the Company's discontinuance of service to the Customer under Section 2.5.6 A. or 2.5.6 B., the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

G. Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.

H. Without notice in the event of tampering with the equipment or services furnished by the Company.

## SECTION 2 – RULES AND REGULATIONS (CONT'D)

### 2.5 Payment Arrangements (Cont'd)

#### 2.5.7 Cancellation of Application for Service

A. Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

B. 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 incurred by the Company, 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 commenced (all discounted to present value at six percent).

C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

D. The special charges described in 2.5.7.A. through 2.5.7.C. will be calculated and applied on a case-by-case basis.

#### 2.5.8 Changes in Service Requested

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

## SECTION 2 – RULES AND REGULATIONS (CONT'D)

### 2.6 Allowances for Interruptions in Service

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this Tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

#### 2.6.1 General

A. A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Tariff.

B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including, but not limited to, the Customer.

## SECTION 2 – RULES AND REGULATIONS (CONT'D)

### 2.6. Allowances for Interruptions in Service (Cont'd)

#### 2.6.2 Limitations of Allowances

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

A. Due to the negligence of or noncompliance with the provisions of this rate sheet by any person or entity other than the Company, including, but not limited to, the Customer;

B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;

C. Due to circumstances or causes beyond the reasonable control of the Company;

D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

E. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.6.3), or utilize another service provider;

F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and

H. That was not reported to the Company within thirty (30) days of the date that service was affected.

## SECTION 2 – RULES AND REGULATIONS (CONT'D)

### 2.6 Allowances for Interruptions in Service (Cont'd)

#### 2.6.3 Use of Another Means of Communication

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

#### 2.6.4 Application for Credits for Interruptions in Service

A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

B. For calculating credit allowances, every month is considered to have thirty (30) days.

C. A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

D. Interruptions of 24 Hours or Less

| Length of Interruption | Amount of Service to be Credited |
|---|---|
| Less than 30 minutes | None |
| 30 minutes up to but not including 3 hours | 1/10 Day |
| 3 hours up to but not including 6 hours | 1/5 Day |
| 6 hours up to but not including 9 hours | 2/5 Day |
| 9 hours up to but not including 12 hours | 3/5 Day |
| 12 hours up to but not including 15 hours | 4/5 Day |
| 15 hours up to but not including 24 hours | One Day |

E. Interruptions Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

F. Interruptions Over 72 Hours

Interruptions Over 72 hours will be credit 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one-month period.

## SECTION 2 – RULES AND REGULATIONS (CONT'D)

### 2.6 Allowances for Interruptions in Service (Cont'd)

#### 2.6.5 Cancellation for Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

### 2.7 Use of Customer's Service by Others

#### 2.7.1 Joint Use Arrangements

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

#### 2.7.2 Resale

SECTION 2.7.2 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY THE SOUTH CAROLINA PUBLIC SERVICE COMMISSION TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES

There are no prohibitions or limitations on the resale of services. Prices for services appear in the price sheet attached to this tariff. Any service provided under this tariff may be resold to other persons at the option of Customer, subject to compliance with any applicable laws of the South Carolina Public Service Commission regulations governing such resale.

## SECTION 2 – RULES AND REGULATIONS (CONT'D)

### 2.8 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

#### 2.8.1 Termination Liability

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

A. all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus

B. any disconnection, early cancellation or termination charges reasonable incurred and paid to third parties by the Company on behalf of the Customer; plus

C. all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;

D. minus a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

## SECTION 2 – RULES AND REGULATIONS (CONT'D)

### 2.9 Transfers and Assignments

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

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

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

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

## SECTION 2 – RULES AND REGULATIONS (CONT'D)

### 2.10 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent or implied authority to use the network, obtains the Company's services provided under this Tariff.

#### 2.10.1 Customer Liability for Fraud and Unauthorized Use of the Network

A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.

B. A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied to and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss and/or theft.

D. The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this rate sheet, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

## SECTION 2 – RULES AND REGULATIONS (CONT'D)

### 2.11 Notices and Communications

2.11.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.11.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

2.11.3 Except as otherwise stated in this Tariff, all notices or other communications required to be given pursuant to this Tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

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

### 2.12 Taxes, Fees and Surcharges

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to the 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, and Municipal 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.

## SECTION 2 – RULES AND REGULATIONS (CONT'D)

### 2.13 Miscellaneous Provisions

#### 2.13.1 Telephone Number Changes

Whenever any Customer's telephone number is changed after a directory is published, the Company shall intercept all calls to the former number for at least one hundred and twenty (120) days and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

#### 2.13.2 Maintenance and Operations Records

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Commission rules shall be kept on file in the office of the Company as required under Commission rules.

#### 2.13.3 Marketing

As a telephone utility under the regulation of the South Carolina Public Service Commission, the Company hereby asserts and affirms that as a reseller of intrastate service, the Company will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and the Company will comply with those marketing practices, if any, set forth by the Commission. Additionally, the Company will be responsible for the marketing practices of its contracted telemarketers for compliance with the provision. The Company understands that violation of this provision could result in a rule to Show Cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the State of South Carolina.

### 2.14 Customer Responsibility

#### A. Cancellation by Customer

Customers may cancel service verbally or in writing. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

## SECTION 3 – SERVICE AREAS

### 3.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs: 1) BellSouth Telecommunications d/b/a AT&T South Carolina.

### 3.2 Rate Groups

Charges for local services provided by the Company in certain areas may be based, in part, on the Rate Group associated with the Customer's End Office. The Rate Group is determined by the total access lines and PBX trunks in the local calling area which can be reached from each End Office.

In the event that an Incumbent LEC or the South Carolina Public Service Commission reclassifies an exchange or End Office from one Rate Group to another, the reclassification will also apply to StarVox Communications, Inc. customers who purchase services under this tariff. Local calling areas and Rate Group assignments are equivalent to those areas and groups specified in AT&T South Carolina's General Subscriber Service Tariff ("GSST").

| Rate Group | Exchange Access Lines and PBX Trunks in Local Calling Area – Upper Limit |
|---|---|
| 1 | 0 to 7,000 |
| 2 | 7,001 to 15,000 |
| 3 | 15,001 to 28,500 |
| 4 | 28,501 to 50,000 |
| 5 | 50,001 to 78,000 |
| 6 | 78,001 to 125,000 |
| 7 | 125,000 up |

## SECTION 3 – SERVICE AREAS (Cont'd)

### 3.3 Exchange and UNE Zone Listings

| Exchange | UNE Zone | Additional Exchanges |
|---|---|---|
| Aiken | 2 | Bath, Beech Island, Graniteville, Jackson, New Ellenton, North Septembera |
| Allendale | 3 | Barnwell, Fairfax |
| Anderson | 1 | Belton, Honea Path, Pelzer, Pendleton, Starr-Iva, Williamston |
| Antioch | N/A | Blacksburg, Grover, NC, Kings Mountain, NC, Shelby, NC |
| Bamberg | 2 | Denmark, Ehrhardt, Orangeburg |
| Barnwell | 3 | Allendale, Blackville, Denmark, Williston |
| Batesburg | 3 | Pond Branch, Ridge Spring |
| Bath | 1 | Aiken, Septembera, GA, Beech Island, Graniteville, Jackson, North Septembera |
| Beech Island | 1 | Aiken, Appling, GA, Septembera, GA, Bath, Harlem, GA, Hephzibah, GA, Jackson, North Septembera |
| Belton | 2 | Anderson, Honea Path, Pelzer, Williamston |
| Bennettsville | 3 | Blenheim, Clio, McColl |
| Blacksburg | 3 | Gaffney, Grover, NC (includes those exchange access lines in Antioch, SC which are part of the Grover, NC exchange), Hickory Grove |
| Blackville | 3 | Barnwell, Denmark, Williston |
| Blenheim | 3 | Bennettsville, Clio, McColl |
| Blue Ridge | 1 | Greenville, Greer, Lyman, Travelers Rest |
| Camden | 3 | Bethune |
| Central | 2 | Clemson, Easley, Liberty, Pickens, Six Mile |
| Chapin-Little Mountain | 1 | Newberry, Prosperity, Chapin-Little Mountain South |
| Chapin-Little Mountain South | 1 | Columbia, Chapin-Little Mountain North |
| Charleston | 1 | Folly Beach, Hollywood, Isle of Palms, Mt. Pleasant, Sullivans Island, Summerville |
| Cheraw | 3 | Chesterfield, Patrick |
| Clemson | 2 | Central, Pendleton, Seneca, Six Mile |
| Clinton | 3 | Joanna, Laurens, Laurens Rural |
| Clio | 3 | Bennettsville, Blenheim, McColl |
| Clover | 2 | Gastonia, NC (includes those exchange access lines located in Mill Creek, SC and vicinity which are a part of the Gastonia, NC exchange), Lake Wylie, Lake Wylie West, South Crowders Creek, NC, York |
| Columbia | 1 | Chapin-Little Mountain South, Eastover, Lexington |
| Cowpens | 1 | Spartanburg |

## SECTION 3 – SERVICE AREAS (Cont'd)

### 3.3 Exchange and UNE Zone Listings

| | | |
|---|---|---|
| Darlington | 1 | Florence, Hartsville, Lamar, Society Hill, Timmonsville |
| Denmark | 3 | Bamberg, Barnwell, Blackville, Olar |
| Dillon | 3 | Dillon, NC, Florence, Lake View, Latta |
| Easley | 1 | Central, Greenville, Liberty, Pickens, Six Mile |
| Eastover | 1 | Columbia |
| Edgefield | 3 | Johnston |
| Edisto Island | 3 | None |
| Florence | 1 | Darlington, Hartsville, Lamar, Marion, Mullins, Nichols, Pamplico, Society Hill, Timmonsville |
| Folly Beach | 1 | Charleston, Isle of Palms, Mt. Pleasant, Sullivans Island |
| Fountain Inn | 1 | Greenville, Simpsonville |
| Gaffney | 3 | Blacksburg |
| Graniteville | 2 | Aiken, Bath, North Septembera, portion of Beech Isalnd located within the property boundaries of the Savannah River Site |
| Greenville | 1 | Blue Ridge, Easley, Fountain Inn, Greer, Liberty, Pickens, Piedmont, Simpsonville, Travelers Rest |
| Greer | 1 | Blue Ridge, Greenville, Lyman |
| Hartsville | 1 | Darlington, Flrence, Lamar, McBee, Patrick, Society Hill, Timmonsville |
| Hickory Grove | 3 | Blacksburg, Sharon, York |
| Honea Patch | 2 | Anderson, Belton, Due West |
| Isle of Palms | 1 | Charleston, Folly Beach, Mt. Pleasant, Sullivans Island |
| Joanna | 3 | Clinton, Laurens, Laurens Rural |
| Johnston | 3 | Edgefield, Ridge Spring |
| Jonesville | 3 | Pacolet, Union |
| Lake View | 3 | Dillon, Dillon, NC, Florence, Latta |
| Lake Wylie | 2 | Charlotte, NC, Clover, Gastonia, NC (includes those exchange access lines located in Mill Creek, SC, and vicinity which are a part of the Gastonia, NC exchange), Lake Wylie West, South Crowders Creek, NC, York |
| Lake Wylie West | 2 | Clover, Gastonia, NC (includes those exchange access lines located in Mill Creek, SC, and vicinity which are a part of the Gastonia, NC exchange), Lake Wylie, South Crowders Creek, NC, York |
| Latta | 3 | Dillon, Dillon, NC, Florence, Lake view |
| Liberty | 2 | Central, Easley, Greenville, Pickens, Six Mile |
| Lyman | 1 | Blue Ridge, Greer, Inman, Spartanburg |

## SECTION 3 – SERVICE AREAS (Cont'd)

### 3.3 Exchange and UNE Zone Listings

| | | |
|---|---|---|
| Marion | 2 | Florence, Mullins, Nichols |
| McColl | 3 | Bennettsville, Blenheim, Clio |
| Mill Creek | N/A | Belmont, NC, Bessemer City, NC, Clover, Gastonia, NC, Kings Mountain, NC, Lake Wylie, Lake Wylie West, Lowell, NC, Mt. Holly, NC, South Crowders Creek, NC, Stanley, NC |
| Mt. Pleasant | 1 | Charleston, Folly Beach, Isle of Palms, Sullivans Island |
| Mullins | 2 | Florence, Floyds, Marion, Nichols |
| Newberry | 3 | Chapin-Little Mountain North, Prosperity, Whitmire |
| New Ellenton | 2 | Aiken, Jackson, portion of Beech Island located within the property boundaries of the Savannah River Site |
| Newtonville | N/A | Gibson, NC, Laurel Hill, NC, Laurinburg |
| Nichols | 2 | Florence, Floyds, Marion, Mullins |
| Pickens | 2 | Central, Easley, Greenville, Liberty, Six Mile |
| Piedmont | 1 | Greenville |
| Prosperity | 3 | Chapin-Little Mountain North, Newberry |
| Rowland | N/A | Fairmont, NC, Lumberton, NC, Maxton, NC, Parkton, NC, Pembroke, NC, Red Springs, NC, Rowland, NC, St. Pauls, NC |
| Salem | 2 | Seneca, Walhalla, Westminster |
| Seneca | 2 | Clemson, Salem. Walhalla, Westminster |
| Sharon | 3 | Hickory Grove, York |
| Six Mile | 2 | Central, Clemson, Easley, Liberty, Pickens |
| Society Hill | 2 | Darlington, Florence, Hartsville |
| Spartanburg | 1 | Chesnee, Cowpens, Enoree, Inman, Lyman, Pacolet, Woodruff |
| Springfield-Salley | 3 | Wagener |
| St. George | 3 | Harleyville |
| Sullivans Island | 1 | Charleston, Folly Beach, Isle of Palms, Mt. Pleasant |
| Summerville | 1 | Charleston, Folly Beach, Isle of Palms |
| Timmonsville | 1 | Darlington, Florence, Hartsville, Lamar |
| Travelers Rest | 1 | Blue Ridge, Greenville |
| Union | 3 | Jonesville, Lockhart |
| Walhalla | 2 | Salem, Seneca, Westminster |
| Westminster | 2 | Salem, Seneca, Walhalla |
| Whitmire | 3 | Newberry |
| Williamston | 2 | Anderson, Belton, Pelzer |
| York | 2 | Clover, Hickory Grove, Lake Wylie, Lake Wylie West, Rock Hill, Sharon, South Crowders Creek, NC |

## SECTION 4 – BASIC SERVICES AND RATES

### 4.1 Call Timing for Usage Sensitive Services

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

**4.1.1** Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded up to the next whole unit.

**4.1.2** Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).

**4.1.3** Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

### 4.2 Distance Calculations

The Company does not offer distance sensitive services.

### 4.3 Rate Periods for Time of Day Sensitive Services

The Company does not offer time of day sensitive services.

## SECTION 4 – BASIC SERVICES AND RATES (Cont'd)

### 4.4 Local Exchange Service

#### 4.4.1 General

The Company offers Basic Local Service to customers seeking basic local exchange services. Voice Mail and other Custom Calling Features are available to Basic Local Service customers by selecting such services a la carte.

The Company provides Customers with the option of obtaining a Primary Line and Secondary Line per account:

**A. Primary Line**

The initial local exchange access line per account.

**B. Secondary Line**

The second or additional residential local exchange access line, billed to the same address as the Primary Line, the Secondary Line will share the monthly call allowance with the Primary Line. The Secondary Line does not automatically include or share any Custom Calling Features. Feature Packages may be purchased separately.

Should a Customer with both lines opt to disconnect the Primary Line, the remaining Secondary Line will automatically convert to a Primary Line with all features and functionality of such, and at the Primary Line monthly recurring rate.

## SECTION 4 – BASIC SERVICES AND RATES (Cont'd)

### 4.5 Local Dialtone Service

#### 4.5.1 General

The Company offers local dialtone service to customers in the Exchange Areas listed in Section 3.1. Local dialtone service allows customers to initiate and terminate calls within their local calling areas.

#### 4.5.2 Rates

A. Service Connection Fee, one-time charge per line:

| | |
|---|---|
| Primary Line | $10.95 |
| Secondary Line | $10.95 |

B. Monthly Rate

| | |
|---|---|
| Primary Line | $34.95 |
| Secondary Line | $34.95 |

## SECTION 4 – BASIC SERVICES AND RATES (Cont'd)

### 4.6 Basic Local Service Package

#### 4.6.1 General

Basic Local Service Package provides customers with local dialtone service and includes the Customer Calling features listed below:

Caller ID – Allows a Customer to see a caller's number previewed on a display screen before the call is answered. Caller ID requires the use of specialized CPE not provided by the Company.

Call Waiting - Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both calls.

Three Way Calling – Permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference.

#### 4.6.2 Rates

A. Service Connection Fee, one-time charge per line:

| | |
|---|---|
| Primary Line | $19.95 |
| Secondary Line | $19.95 |

B. Monthly Rate

| | |
|---|---|
| Primary Line | $44.95 |
| Secondary Line | $44.95 |

## SECTION 5 –MISCELLANEOUS SERVICES AND RATES

### 5.1 Service Change Charges

Non-recurring charges apply to processing Service Orders for new service, for changes in service, and for changes in the Customer's primary interexchange carrier (PIC) code.

#### 5.1.1 Service Order Charges

Transfer of Service Charge, Primary Line – applies to the first line of a Transfer of Service Order (TOS), when a customer requests a move or change in physical location. This charge applies whether a customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge may apply.

Transfer of Service Charge, Secondary Line – applies to the second, or third, etc., line of a Transfer of Service Order (TOS), when a customer requests a move or change in physical location. This charge applies whether a customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge may apply.

## SECTION 5 –MISCELLANEOUS SERVICES AND RATES (Cont'd)

### 5.1 Service Order and Change Charges (Cont'd)

#### 5.1.2 Change Order Charges

Change Order Charges apply to work associated with providing exchange line service or customer-requested changes to existing services. One charge applies for each change order requested by the customer. If multiple changes listed below are requested by the Customer and occur on the same order/request one charge only applies. A Change Order Service Charge applies to the following customer-initiated changes:

Custom Calling Feature Change Order – applies when a Customer requests a change, adding or removing a custom calling feature.

Telephone Number Change Order – applies to each telephone number change request/order.

Listing Change Charge – applies when a Customer requests/orders a change to add or delete a white pages listing or requests a change to add/delete listings. This charge also applies to request for Non-Published or Non-Listed numbers.

## SECTION 5 –MISCELLANEOUS SERVICES AND RATES (Cont'd)

### 5.1 Service Order and Change Charges (Cont'd)

#### 5.1.3 Rates

| Service Order Charges | Rates |
|---|---|
| Primary Service Connection Charge | * |
| Secondary Service Connection Charge | * |
| Transfer of Service Charge, Primary Line | $40.00 |
| Transfer of Service Charge, Secondary Line | $20.00 |
| Service Order Charge | N/A |
| | |
| Change Order Service Charges | |
| Custom Calling Feature Change Order | $15.00 |
| Telephone Number Change Order | $5.00 |
| Listing Change Charge | $5.00 |

*Service Connection charges are listed with the rates for each specific service tariffed.

## SECTION 5 –MISCELLANEOUS SERVICES AND RATES (Cont'd)

### 5.2 Restoration of Service

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

| | Rate |
|---|---|
| Per occasion | $25.00 |

## SECTION 5 –MISCELLANEOUS SERVICES AND RATES (Cont'd)

**5.3 Reserved for Future Use**

## SECTION 5 –MISCELLANEOUS SERVICES AND RATES (Cont'd)

**5.4 Reserved for Future Use**

## SECTION 5 –MISCELLANEOUS SERVICES AND RATES (Cont'd)

### 5.5 Custom Calling Features

The features in this section are made available to Residential Customers on a per use basis. All features are provided subject to availability. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the per feature activation charge shown in the table below each time a feature is used by the Customer. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all or some uses in some cases.

#### 5.5.1 Feature Descriptions

Call Forwarding – Fixed, Busy Line No Answer – This feature, when activated, redirects attempted terminating calls to another Customer-specified line. Call originating ability is not affected by Call Forwarding – Fixed, Busy Line No Answer. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding – Fixed, Busy Line No Answer is billed for the forwarded leg of the call. Calls cannot be transferred to an International Direct Distance Dialing number.

Speed Calling – This feature allows a user to dial selected numbers by means of an abbreviated code. This feature is available in either an 8 number or a 30 number capacity. The Speed Calling list can only accommodate a number consisting of 15 digits or less.

Caller ID - Allows a Customer to see a caller's telephone number previewed on a display screen before the call is answered. Caller ID requires the use of specialized CPE not provided by the Company

Caller ID with Name – Allows a Customer to see a caller's name and number previewed on a display screen before the call is answered. Caller ID with Name requires the use of specialized CPE not provided by the Company.

Call Forwarding – A Customer activated feature that automatically transfers all incoming calls from the Customer's telephone number to another dialable telephone number until the Customer deactivates the feature. If forwarded to a long distance number the Subscriber will incur the long distance charges.

Call Trace – Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage basis only.

Call Blocking – Allows Customer to block calls from different telephone numbers. A screening list is created by Customer either by adding the last number associated with the line (incoming or outgoing) or by pre-selecting the telephone number to be blocked. Callers from such numbers hear an announcement that the calling party is not accepting calls and Customer's phone will not ring.

## SECTION 5 –MISCELLANEOUS SERVICES AND RATES (Cont'd)

### 5.5 Custom Calling Features

#### 5.5.1 Feature Descriptions (Cont'd)

Call Waiting - Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both calls.

Call Waiting with Caller ID with Name – Call Waiting with Caller ID with Name provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in and allows a Customer to see a caller's name and number previewed on a display screen. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both calls.

Three Way Calling – Permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference.

Call Return - Allows Customer to automatically dial the number of last incoming call, whether or not Customer answered phone.

Anonymous Call Rejection - Allows you to refuse calls from those who have blocked their numbers.

Repeat/Auto Dial – A feature that, when activated, automatically checks a busy number and when the line is free, rings the Customer back and completes the call.

Caller Identification Blocking: Allows the name and number of the calling party to be blocked from being transmitted when placing outbound calls.

Per Call Blocking: To activate per-call blocking, a Customer dials a special code prior to placing a call. Blocking will be activated for that outgoing call only. There is no charge for using per call blocking, and it is provided on an unlimited basis.

Per Line Blocking: When blocking is established on the line, it can be deactivated by dialing a code before each call. This one call unblock allows the name and/or number to be sent for that one call only. There is no charge for per line blocking.

## SECTION 5 –MISCELLANEOUS SERVICES AND RATES (Cont'd)

### 5.5 Custom Calling Features

#### 5.5.2 Rates

| FEATURE | RATE | BILLED |
|---|---|---|
| Call Forwarding | $0.50 | Per use |
| Speed Calling | $3.50 | MRC |
| Caller ID | $3.50 | MRC |
| Caller ID with Name | $5.50 | MRC |
| Call Trace | $0.50 | Per use |
| Call Blocking | $2.50 | MRC |
| Call Waiting | $3.50 | MRC |
| Call Waiting with Caller ID with Name | $5.50 | MRC |
| Three Way Calling | $3.50 | MRC |
| Call Return | $0.50 | Per use |
| Anonymous Call Rejection | $2.50 | MRC |
| Repeat/Auto Dial | $0.50 | Per use |
| Caller Identification Blocking | $0.50 | Per use |
| Per Call Blocking | No charge | |
| Per Line Blocking | No charge | |

## SECTION 5 –MISCELLANEOUS SERVICES AND RATES (Cont'd)

### 5.6 Directory Assistance Services

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service.

#### 5.6.1 Basic Directory Assistance

The rates specified following apply when Customers request Company assistance in determining telephone numbers of Customers who are located within the State.

A maximum of two (2) requested telephone numbers are allowed per call.

**A. Exemptions**

A business or residence main telephone exchange line may be registered for exemption from Directory Assistance charges where one of the users of the line is considered to be legally blind, visually or physically handicapped, or where the user's handicap prevents the dialing of a telephone in a conventional manner or permits only the dialing of "0." Requests for exemption must be accompanied by certification of the handicap. Acceptable certifications include those signed by a physician, issued by a state agency qualified to certify such handicaps or pre-existing certifications establishing visual or physical inability to use a directory such as those which qualify the handicapped person for an income tax exemption or social security benefits on the basis of blindness or physical disability or for use of the facilities of any agency for the blind.

**B. Allowances**

There are no call allowances for Directory Assistance Service.

## SECTION 5 –MISCELLANEOUS SERVICES AND RATES (Cont'd)

### 5.6 Directory Assistance Services (Cont'd)

#### 5.6.1 Rates

**A. Basic Directory Assistance**

| | Rate |
|---|---|
| Direct dialed, per call | $0.75 |

## SECTION 5 –MISCELLANEOUS SERVICES AND RATES (Cont'd)

### 5.7 Busy Line Verification and Emergency Interrupt Service

Upon request of a calling party, the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption and is performed once the line status has been determined through the Busy Line Verification process.

If the Customer has the operator interrupt a call, both the Busy Line Verification and the Emergency Interrupt charge will apply.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

| | Per Call |
|---|---|
| Busy Line Verification, each occasion | $2.00 |
| Emergency Interruption | $2.50 |

## SECTION 5 –MISCELLANEOUS SERVICES AND RATES (Cont'd)

### 5.8 Directory Listing Service

#### 5.8.1 General

The following rates and regulations apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.

A listing is limited to one line in the directory, except where in the judgment of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.

Dual-name listings are permitted as a regular directory listing for residential service.

Listing services are available with all classes of main telephone exchange service.

#### 5.8.2 Listings

**A. Primary Listing**

One listing, termed the primary listing, is included with each exchange access line and each joint user.

## SECTION 5 –MISCELLANEOUS SERVICES AND RATES (Cont'd)

### 5.8 Directory Listing Service (Cont'd)

#### 5.8.2 Listings (Cont'd)

##### B. Additional Listings

Additional listings may be the listings of individual names of the Customer and members of the Customer's household, tenants of residential Customers who lease the Customer's premises for less than one year and do not occupy the premises at the same time as the Customer, members of a firm, officers of a corporation, employees of the Customer or other persons associated in business with the Customer, a business which the Customer owns and cross reference and alternate number listings.

Ordinarily, all additional listings are of the same address and telephone number as the primary listings, except as provided for joint user and alternate number listings.

Special Types of Additional Listings include:

Duplicate Listings – A listing of another name by which the customer is known, such as a nickname, abbreviated name, a name commonly spelled in more than one way, and a name consisting of several words which the public commonly rearranges. The listing may be complete or in a cross-reference form.

Alternate Telephone Numbers – A listing which refers calling parties to another telephone number at certain hours or on certain days or in case no answer is received on the call to the primary number.

## SECTION 5 –MISCELLANEOUS SERVICES AND RATES (Cont'd)

### 5.8 Directory Listing Service (Cont'd)

#### 5.8.2 Listings (Cont'd)

**C. Nonpublished Service**

The telephone numbers of nonpublished service are not listed in either the Company's alphabetical directory or Directory Assistance records available to the general public.

Incoming calls to nonpublished service will be completed by the Company only when the calling party places the call by number, and no exception will be made, nor will the Customer be called to determine whether he/she wishes to receive the call, even though it appears that the calling party desires the connection because of an emergency.

The Company is not responsible for any claims made or liability arising from failure to receive calls because of this arrangement.

The Subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

**D. Nonlisted Service**

Nonlisted service means the Customer's telephone number is not listed in the directory, but it does appear in the Company's Directory Assistance Records.

The Company is not responsible for any claims made or liability arising from failure to receive calls because of this arrangement.

The Subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a nonlisted service.

## SECTION 5 –MISCELLANEOUS SERVICES AND RATES (Cont'd)

### 5.8 Directory Listing Service (Cont'd)

#### 5.8.3 Rates and Charges

| | Per Month |
|---|---|
| Primary Listings | $0.00 |
| Additional Listings | |
| Residence | $0.75 |
| Nonpublished Service | |
| Residence | $1.50 |
| Nonlisted Service | |
| Residence | $1.00 |
| Alternate Listings | |
| Residence | $0.75 |

## SECTION 5 –MISCELLANEOUS SERVICES AND RATES (Cont'd)

### 5.9 Carrier Presubscription

#### 5.9.1 General

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an intraLATA or interLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

## SECTION 6 – MAXIMUM RATES - BASIC SERVICES AND RATES

### 6.1 Call Timing for Usage Sensitive Services

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

**6.1.1** Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded up to the next whole unit.

**6.1.2** Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).

**6.1.3** Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

### 6.2 Distance Calculations

The Company does not offer distance sensitive services.

### 6.3 Rate Periods for Time of Day Sensitive Services

The Company does not offer time of day sensitive services.

## SECTION 6 – MAXIMUM RATES - BASIC SERVICES AND RATES (Cont'd)

### 6.4 Local Exchange Service

#### 6.4.1 General

The Company offers Basic Local Service to customers seeking basic local exchange services. Voice Mail and other Custom Calling Features are available to Basic Local Service customers by selecting such services a la carte.

The Company provides Customers with the option of obtaining a Primary Line and Secondary Line per account:

**A. Primary Line**

The initial local exchange access line per account.

**B. Secondary Line**

The second or additional residential local exchange access line, billed to the same address as the Primary Line, the Secondary Line will share the monthly call allowance with the Primary Line. The Secondary Line does not automatically include or share any Custom Calling Features. Feature Packages may be purchased separately.

Should a Customer with both lines opt to disconnect the Primary Line, the remaining Secondary Line will automatically convert to a Primary Line with all features and functionality of such, and at the Primary Line monthly recurring rate.

## SECTION 6 – MAXIMUM RATES - BASIC SERVICES AND RATES (Cont'd)

### 6.5 Local Dialtone Service

#### 6.5.1 General

The Company offers local dialtone service to customers in the Exchange Areas listed in Section 3.1. Local dialtone service allows customers to initiate and terminate calls within their local calling areas.

#### 6.5.2 Rates

A. Service Connection Fee, one-time charge per line:

| | |
|---|---|
| Primary Line | $21.90 |
| Secondary Line | $21.90 |

B. Monthly Rate

| | |
|---|---|
| Primary Line | $69.90 |
| Secondary Line | $69.90 |

## SECTION 6 – MAXIMUM RATES - BASIC SERVICES AND RATES (Cont'd)

### 6.6 Basic Local Service Package

#### 6.6.1 General

Basic Local Service Package provides customers with local dialtone service and includes the Customer Calling features listed below:

Caller ID – Allows a Customer to see a caller's number previewed on a display screen before the call is answered. Caller ID requires the use of specialized CPE not provided by the Company.

Call Waiting - Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both calls.

Three Way Calling – Permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference.

#### 6.6.2 Rates

| | | |
|---|---|---|
| A. | Service Connection Fee, one-time charge per line: | |
| | Primary Line | $39.90 |
| | Secondary Line | $39.90 |
| B. | Monthly Rate | |
| | Primary Line | $89.90 |
| | Secondary Line | $89.90 |

## SECTION 7 –MAXIMUM RATES - MISCELLANEOUS SERVICES AND RATES

### 7.1 Service Change Charges

Non-recurring charges apply to processing Service Orders for new service, for changes in service, and for changes in the Customer's primary interexchange carrier (PIC) code.

#### 7.1.1 Service Order Charges

Transfer of Service Charge, Primary Line – applies to the first line of a Transfer of Service Order (TOS), when a customer requests a move or change in physical location. This charge applies whether a customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge may apply.

Transfer of Service Charge, Secondary Line – applies to the second, or third, etc., line of a Transfer of Service Order (TOS), when a customer requests a move or change in physical location. This charge applies whether a customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge may apply.

**SECTION 7 –MAXIMUM RATES - MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**7.1 Service Order and Change Charges (Cont'd)**

**7.1.2 Change Order Charges**

Change Order Charges apply to work associated with providing exchange line service or customer-requested changes to existing services. One charge applies for each change order requested by the customer. If multiple changes listed below are requested by the Customer and occur on the same order/request one charge only applies. A Change Order Service Charge applies to the following customer-initiated changes:

Custom Calling Feature Change Order – applies when a Customer requests a change, adding or removing a custom calling feature.

Telephone Number Change Order – applies to each telephone number change request/order.

Listing Change Charge – applies when a Customer requests/orders a change to add or delete a white pages listing or requests a change to add/delete listings. This charge also applies to request for Non-Published or Non-Listed numbers.

**SECTION 7 –MAXIMUM RATES - MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**7.1 Service Order and Change Charges (Cont'd)**

**7.1.3 Rates**

| Service Order Charges | Rates |
|---|---|
| Primary Service Connection Charge | * |
| Secondary Service Connection Charge | * |
| Transfer of Service Charge, Primary Line | $80.00 |
| Transfer of Service Charge, Secondary Line | $40.00 |
| Service Order Charge | N/A |
| | |
| Change Order Service Charges | |
| Custom Calling Feature Change Order | $30.00 |
| Telephone Number Change Order | $10.00 |
| Listing Change Charge | $10.00 |

*Service Connection charges are listed with the rates for each specific service tariffed.

## SECTION 7 –MAXIMUM RATES - MISCELLANEOUS SERVICES AND RATES (Cont'd)

### 7.2 Restoration of Service

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

| | Rate |
|---|---|
| Per occasion | $50.00 |

**SECTION 7 –MAXIMUM RATES - MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**7.3 Reserved for Future Use**

## SECTION 7 –MISCELLANEOUS SERVICES AND RATES (Cont'd)

### 7.4 Public Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the "#" symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

Rate Per Call: $0.96

**SECTION 7 –MAXIMUM RATES - MISCELLANEOUS SERVICES AND RATES (Cont'd)**

## 7.5 Custom Calling Features

The features in this section are made available to Residential Customers on a per use basis. All features are provided subject to availability. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the per feature activation charge shown in the table below each time a feature is used by the Customer. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all or some uses in some cases.

### 7.5.1 Feature Descriptions

Call Forwarding – Fixed, Busy Line No Answer – This feature, when activated, redirects attempted terminating calls to another Customer-specified line. Call originating ability is not affected by Call Forwarding – Fixed, Busy Line No Answer. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding – Fixed, Busy Line No Answer is billed for the forwarded leg of the call. Calls cannot be transferred to an International Direct Distance Dialing number.

Speed Calling – This feature allows a user to dial selected numbers by means of an abbreviated code. This feature is available in either an 8 number or a 30 number capacity. The Speed Calling list can only accommodate a number consisting of 15 digits or less.

Caller ID - Allows a Customer to see a caller's telephone number previewed on a display screen before the call is answered. Caller ID requires the use of specialized CPE not provided by the Company

Caller ID with Name – Allows a Customer to see a caller's name and number previewed on a display screen before the call is answered. Caller ID with Name requires the use of specialized CPE not provided by the Company.

Call Forwarding – A Customer activated feature that automatically transfers all incoming calls from the Customer's telephone number to another dialable telephone number until the Customer deactivates the feature. If forwarded to a long distance number the Subscriber will incur the long distance charges.

Call Trace – Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage basis only.

Call Blocking – Allows Customer to block calls from different telephone numbers. A screening list is created by Customer either by adding the last number associated with the line (incoming or outgoing) or by pre-selecting the telephone number to be blocked. Callers from such numbers hear an announcement that the calling party is not accepting calls and Customer's phone will not ring.

**SECTION 7 –MAXIMUM RATES - MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**7.5 Custom Calling Features**

**7.5.1 Feature Descriptions (Cont'd)**

Call Waiting - Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both calls.

Call Waiting with Caller ID with Name – Call Waiting with Caller ID with Name provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in and allows a Customer to see a caller's name and number previewed on a display screen. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both calls.

Three Way Calling – Permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference.

Call Return - Allows Customer to automatically dial the number of last incoming call, whether or not Customer answered phone.

Anonymous Call Rejection - Allows you to refuse calls from those who have blocked their numbers.

Repeat/Auto Dial – A feature that, when activated, automatically checks a busy number and when the line is free, rings the Customer back and completes the call.

Caller Identification Blocking: Allows the name and number of the calling party to be blocked from being transmitted when placing outbound calls.

Per Call Blocking: To activate per-call blocking, a Customer dials a special code prior to placing a call. Blocking will be activated for that outgoing call only. There is no charge for using per call blocking, and it is provided on an unlimited basis.

Per Line Blocking: When blocking is established on the line, it can be deactivated by dialing a code before each call. This one call unblock allows the name and/or number to be sent for that one call only. There is no charge for per line blocking.

**SECTION 7 –MAXIMUM RATES - MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**7.5 Custom Calling Features**

**7.5.2 Rates**

| FEATURE | RATE | BILLED |
|---|---|---|
| Call Forwarding | $1.00 | Per use |
| Speed Calling | $7.00 | MRC |
| Caller ID | $7.00 | MRC |
| Caller ID with Name | $11.00 | MRC |
| Call Trace | $1.00 | Per use |
| Call Blocking | $5.00 | MRC |
| Call Waiting | $7.00 | MRC |
| Call Waiting with Caller ID with Name | $11.00 | MRC |
| Three Way Calling | $7.00 | MRC |
| Call Return | $1.00 | Per use |
| Anonymous Call Rejection | $5.00 | MRC |
| Repeat/Auto Dial | $1.00 | Per use |
| Caller Identification Blocking | $1.00 | Per use |
| Per Call Blocking | No charge | |
| Per Line Blocking | No charge | |

**SECTION 7 –MAXIMUM RATES - MISCELLANEOUS SERVICES AND RATES (Cont'd)**

## 7.6 Directory Assistance Services

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service.

### 7.6.1 Basic Directory Assistance

The rates specified following apply when Customers request Company assistance in determining telephone numbers of Customers who are located within the State.

A maximum of two (2) requested telephone numbers are allowed per call.

**A. Exemptions**

A business or residence main telephone exchange line may be registered for exemption from Directory Assistance charges where one of the users of the line is considered to be legally blind, visually or physically handicapped, or where the user's handicap prevents the dialing of a telephone in a conventional manner or permits only the dialing of "0." Requests for exemption must be accompanied by certification of the handicap. Acceptable certifications include those signed by a physician, issued by a state agency qualified to certify such handicaps or pre-existing certifications establishing visual or physical inability to use a directory such as those which qualify the handicapped person for an income tax exemption or social security benefits on the basis of blindness or physical disability or for use of the facilities of any agency for the blind.

**B. Allowances**

There are no call allowances for Directory Assistance Service.

**SECTION 7 –MAXIMUM RATES - MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**7.6 Directory Assistance Services (Cont'd)**

**7.6.1 Rates**

**A. Basic Directory Assistance**

| | Rate |
|---|---|
| Direct dialed, per call | $1.50 |

## SECTION 7 – MAXIMUM RATES - MISCELLANEOUS SERVICES AND RATES (Cont'd)

### 7.7 Busy Line Verification and Emergency Interrupt Service

Upon request of a calling party, the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption and is performed once the line status has been determined through the Busy Line Verification process.

If the Customer has the operator interrupt a call, both the Busy Line Verification and the Emergency Interrupt charge will apply.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

| | Per Call |
|---|---|
| Busy Line Verification, each occasion | $4.00 |
| Emergency Interruption | $5.00 |

## SECTION 7 – MAXIMUM RATES - MISCELLANEOUS SERVICES AND RATES (Cont'd)

### 7.8 Directory Listing Service

#### 7.8.1 General

The following rates and regulations apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.

A listing is limited to one line in the directory, except where in the judgment of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.

Dual name listings are permitted as a regular directory listing for residential service.

Listing services are available with all classes of main telephone exchange service.

#### 7.8.2 Listings

**A. Primary Listing**

One listing, termed the primary listing, is included with each exchange access line and each joint user.

**SECTION 7 –MAXIMUM RATES - MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**7.8 Directory Listing Service (Cont'd)**

**7.8.2 Listings (Cont'd)**

**B. Additional Listings**

Additional listings may be the listings of individual names of the Customer and members of the Customer's household, tenants of residential Customers who lease the Customer's premises for less than one year and do not occupy the premises at the same time as the Customer, members of a firm, officers of a corporation, employees of the Customer or other persons associated in business with the Customer, a business which the Customer owns and cross reference and alternate number listings.

Ordinarily, all additional listings are of the same address and telephone number as the primary listings, except as provided for joint user and alternate number listings.

Special Types of Additional Listings include:

Duplicate Listings – A listing of another name by which the customer is known, such as a nickname, abbreviated name, a name commonly spelled in more than one way, and a name consisting of several words which the public commonly rearranges. The listing may be complete or in a cross-reference form.

Alternate Telephone Numbers – A listing which refers calling parties to another telephone number at certain hours or on certain days or in case no answer is received on the call to the primary number.

**SECTION 7 – MAXIMUM RATES - MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**7.8 Directory Listing Service (Cont'd)**

**7.8.2 Listings (Cont'd)**

**C. Nonpublished Service**

The telephone numbers of nonpublished service are not listed in either the Company's alphabetical directory or Directory Assistance records available to the general public.

Incoming calls to nonpublished service will be completed by the Company only when the calling party places the call by number, and no exception will be made, nor will the Customer be called to determine whether he/she wishes to receive the call, even though it appears that the calling party desires the connection because of an emergency.

The Company is not responsible for any claims made or liability arising from failure to receive calls because of this arrangement.

The Subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

**D. Nonlisted Service**

Nonlisted service means the Customer's telephone number is not listed in the directory, but it does appear in the Company's Directory Assistance Records.

The Company is not responsible for any claims made or liability arising from failure to receive calls because of this arrangement.

The Subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a nonlisted service.

## SECTION 7 – MAXIMUM RATES - MISCELLANEOUS SERVICES AND RATES (Cont'd)

### 7.8 Directory Listing Service (Cont'd)

#### 7.8.3 Rates and Charges

| | Per Month |
|---|---|
| Primary Listings | $0.00 |
| Additional Listings | |
| Residence | $1.50 |
| Nonpublished Service | |
| Residence | $3.00 |
| Nonlisted Service | |
| Residence | $2.00 |
| Alternate Listings | |
| Residence | $1.50 |

## SECTION 7 – MAXIMUM RATES - MISCELLANEOUS SERVICES AND RATES (Cont'd)

### 7.9 Carrier Presubscription

#### 7.9.1 General

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an intraLATA or interLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

# Exhibit F

# Proposed Interexchange Telecommunications Services Tariff

**StarVox Communications, Inc.**

SOUTH CAROLINA TELECOMMUNICATIONS TARIFF

This tariff contains the rates, terms and conditions applicable to Resold Interexchange Telecommunications Services provided by **StarVox Communications, Inc.,** with principal offices at 2728 Orchard Parkway, San Jose, CA 95134.

This tariff applies for services furnished within the State of South Carolina. This tariff is on file with the South Carolina Public Service Commission, and copies may be inspected during normal business hours at the Company's principal place of business.



Christopher McKee, Vice President & General Counsel
2728 Orchard Parkway
San Jose, CA 95134

## 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 NO. | REVISION | PAGE NO. | REVISION |
|---|---|---|---|
| 1 | Original* | | |
| 2 | Original* | | |
| 3 | Original* | | |
| 4 | Original* | | |
| 5 | Original* | | |
| 6 | Original* | | |
| 7 | Original* | | |
| 8 | Original* | | |
| 9 | Original* | | |
| 10 | Original* | | |
| 11 | Original* | | |
| 12 | Original* | | |
| 13 | Original* | | |
| 14 | Original* | | |
| 15 | Original* | | |
| 16 | Original* | | |

* - Indicates those pages included with this filing

Issued: Effective:

Christopher McKee, Vice President & General Counsel
2728 Orchard Parkway
San Jose, CA 95134

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Christopher McKee, Vice President & General Counsel
2728 Orchard Parkway
San Jose, CA 95134

## SYMBOLS

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

**(C)** - Change in Rule or Regulation.

**(D)** - Delete or discontinue.

**(I)** - Change resulting in an increase to a customer's bill.

**(M)** - Moved from or to another tariff location.

**(N)** – New.

**(R)** - Change resulting in a reduction to a customer's bill.

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



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## SECTION 1 - DEFINITIONS

**Access Line** - An arrangement which connects the Subscriber's or Customer's location to the Carrier's designated point of presence or network switching center.

**Authorized User** - A person, firm or corporation, or any other entity authorized by the Customer or Subscriber to communicate utilizing the Company's services.

**Carrier or Company** - StarVox Communications, Inc., unless otherwise indicated by the context.

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

**Customer Premises Equipment** - Terminal equipment, as defined herein, which is located on the Customer's premises.

**Dedicated Access** - See Special Access Origination/Termination.

**SCPSC** - Refers to the South Carolina Public Service Commission.

**Special Access Origination/Termination** - Where originating or terminating access between the Customer and the interexchange carrier is provided on dedicated circuits. The Access Provider provides these dedicated circuits from the Customer's location to the Company's point of presence. The rates and charges for dedicated circuits are determined by the Access Provider and the Customer is responsible for payment of these charges to the Access Provider.

**Subscriber** - The person, firm, corporation, or other legal entity, which arranges for services of the Company on behalf of itself or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this tariff. A Subscriber may also be a Customer when the Subscriber uses services of the Company.

**Switched Access Origination/Termination** - Where originating or terminating access between the Customer and the interexchange carrier is provided on Feature Group D circuits.

**Terminal Equipment** - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.



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## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of the Company

StarVox Communications, Inc. offers intrastate service originating at specified points within the state of South Carolina under terms of this tariff. The Company's services and resold facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the Subscriber's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Subscriber, to allow connection of a Subscriber's location to the Company's network. The Subscriber shall be responsible for all charges due for such service arrangement.

### 2.2 Limitations

**2.2.1** Service is offered subject to the availability of the necessary resold facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.

**2.2.2** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Subscriber or Customer is using service in violation of provisions of this tariff, or in violation of the law.

**2.2.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

**2.2.4** All services and resold facilities provided under this tariff are directly or indirectly controlled by the Company and the Subscriber may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

**2.2.5** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

## SECTION 2 - RULES AND REGULATIONS

### 2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

### 2.4 Liabilities of the Company

**2.4.1** The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, shall be determined in accordance with SCPSC regulations and any other applicable law.

**2.4.2** The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

**2.4.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer or Subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

**2.4.4** The Company shall not be liable for any defacement of or damages to the premises of a Subscriber resulting from the furnishing of service, which is not the direct result of the Company's negligence.

## SECTION 2 - RULES AND REGULATIONS

### 2.5 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

### 2.6 Terminal Equipment

The Company's facilities and service may be used with or terminated in Subscriber-provided terminal equipment or Subscriber-provided communications systems, such as a PBX or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Subscriber, except as otherwise provided. The Subscriber is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company 's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

### 2.7 Installation and Termination

Service is installed upon mutual agreement between the Subscriber and the Company. The agreement will determine terms and conditions of installation, termination of service, any applicable sales commission structure, and sales commission payment schedule. The service agreement does not alter rates specified in this tariff.

When Customers are members of the transient public, they do not contract directly with the Company for provision of service. Subscribers contract for service on behalf of themselves and/or their transient patrons. Service provided to Customers (patrons of the contracting party) is governed by the terms of this tariff schedule and the lawful terms of the billing agency. No contractual agreements are required of the Customer.



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## SECTION 2 - RULES AND REGULATIONS

### 2.8 Cancellation by the Company

Without incurring liability, the Company may immediately discontinue services to a Subscriber or End User or may withhold the provision of ordered or contracted services:

**2.8.1** For nonpayment of any sum due for more than thirty days after issuance of the bill for the amount due,

**2.8.2** For violation of any of the provisions of this tariff,

**2.8.3** For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company 's services, or

**2.8.4** By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

### 2.9 Interruption of Service by the Company

Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of subscriber and the Company 's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

The Company may discontinue Service without notice to the subscriber, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the customer affected, assign a new authorization code to replace the one that has been deactivated.

### 2.10 Termination of Service by Subscriber

Unless otherwise specified by contractual commitment, any Subscriber may terminate service with the Company upon thirty days written notice.



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## SECTION 2 - RULES AND REGULATIONS

### 2.11 Payment for Service

All charges due by the Customer are payable to any agency duly authorized to receive such payments. The billing agency may be a local exchange telephone company, credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the SCPSC. Any objections to billed charges must be reported within 180 days to the Company's billing agent. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Customer inquiries regarding service or billing may be made in writing or by calling the toll free number listed below:

StarVox Communications, Inc.
2728 Orchard Parkway
San Jose, CA 95134
(866) 978-2786

Customers who are dissatisfied with the response to their complaint may contact the South Carolina Public Service Commission for resolution of the issues at the following address:

South Carolina Public Service Commission
101 Executive Center Dr.
Columbia, SC 29210
(803) 896-5100

## SECTION 2 - RULES AND REGULATIONS

### 2.12 Other Rules

#### 2.12.1 Regulatory Changes

The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers as required to meet changing regulatory rules and standards of the South Carolina Public Service Commission and the Federal Communications Commission.

#### 2.12.2 Refunds or Credits for Service Outages or Deficiencies

Credit allowances for interruptions of service caused by service outages or deficiencies are limited to the initial minimum period call charges for re-establishing the interrupted call.

### 2.13 800/888/876/866 Numbers

**2.13.1** The Company will make every effort to reserve "800" vanity numbers on behalf of customers, but makes no guarantee or warrantee that the requested "800" number(s) will be available or assigned to the customer requesting the number.

**2.13.2** If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in 800/888/877/866 service to another carrier (e.g., "porting" of the 800/888/877/866 number), including a request for a Responsible Organization (Resp Org) change, until such time as all charges are paid in full.

**2.13.3** 800/888/877/866 numbers shared by more than one Customer, whereby individual customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. The Company will only honor Customer requests for change in Resp Org or 800/888/877/866 service provider for 800/888/877/866 numbers dedicated to the sole use of that single Customer.



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## SECTION 3 – DESCRIPTION OF SERVICES AND RATES

### 3.1 Description of Rates

Services are available to subscribers under the following rate plans. Calls in each rate plan are billed in increments with minimum billing increments as specified. No charge is made for an uncompleted call.



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## SECTION 3 – DESCRIPTION OF SERVICES AND RATES

### 3.2 StarVox Basic Plan

#### 3.2.1 Basic Interstate

StarVox Basic Interstate Plan is a telecommunications service that provides Outbound 1+ interstate service from any state in the United States to any other state in the United States. All usage is billed in 60 second increments. A monthly service fee applies.

| | |
|---|---|
| Per Minute Rate: | $0.05 |
| Monthly Service Fee: | $2.99 |

#### 3.2.2 Basic Interstate Travel Card

StarVox Basic Interstate Travel Card is a travel card service that provides Outbound 1+ interstate service from any state in the United States to any other state in the United States. All usage is billed in 60 second increments.

| | |
|---|---|
| Per Minute Rate: | $0.06 |

## SECTION 4 - MISCELLANEOUS

### 4.1 General

Each Customer is charged individually for each call placed through the Company. Charges may vary by service offering, class of call, time of day, day of week, class of call and/or call duration.

### 4.2 Late Payment Charge

The company will charge a one-time 1.5% late payment fee on all invoices not paid by the due date identified on the Company bill.

### 4.3 Return Check Charge

The Company will assess a return check charge of up to $20.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company by a bank for insufficient funds.

## SECTION 4 - MISCELLANEOUS

### 4. 4 Public Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

#### 4.4.1 Public Telephone Surcharge

| | |
|---|---|
| Rate per Call | $0.75 |

## SECTION 5 - PROMOTIONS

### 5.1 Promotions - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. All promotions will be filed with and approved by the Commission prior to offering them to Customers.

### 5.2 Demonstration of Calls

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.



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## SECTION 6 - CONTRACT SERVICES

### 6.1 General

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.

Each contract will be filed with the South Carolina Public Service Commission.



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# Exhibit G

# Proposed Notice of Filing and Hearing

**PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA**

**DOCKETING DEPARTMENT**

**NOTICE OF FILING AND HEARING**

**DOCKET NO. 2007-_____-c**

StarVox Communications, Inc., has filed an Application with the Public Service Commission of South Carolina ("Commission"), for a Certificate of Public Convenience and Necessity to provide resold and facilities-based local exchange and interexchange telecommunications services throughout the State of South Carolina, pursuant to S.C. Code Ann. § 58-9-280 and Section 253 of the Telecommunications Act of 1996, 47 U.S.C. §253 (1996). Applicant also requests that the Commission regulate its local exchange service in accordance with the principles established for flexible regulation by Order No. 96-165 in Docket No. 97-467-C.

A copy of the Application is on file in the offices of the Public Service Commission of South Carolina, 101 Executive Center Drive, Saluda Building, Columbia, SC 29210; the Commission's website at 222.psc.sc.gov, and is available through John J. Pringle, Jr., Ellis, Lawhorne & Sims, P.A. P. O. Box 2285, Columbia, SC 29202.

PLEASE TAKE NOTICE a hearing on the above matter has been scheduled to begin at _____ a.m. on _____, 2007, before Hearing Examiner _____, in the Commission's Meeting Room at 101 Executive Center Drive, Saluda Building, Columbia, SC 29210.

Any person who wishes to participate in this matter, as a party of record with the right of cross-examination should file a Petition to Intervene in accordance with the Commission's Rules of Practice and Procedure on or before _____, 2007 and indicate the amount of time required for his presentation. Please include an email address for receipt of future Commission correspondence in the Petition to Intervene. *Please refer to Docket No. 2007-_____-C.*

Any person who wishes to testify and present evidence at the hearing should notify the Docketing Department in writing at the address below, the Office of Regulatory Staff at Post Office Box 11263, Columbia, SC 29211, and John J. Pringle, Esq. at the above address, on or before _____, 2007, and indicate the amount of time required for his presentation. *Please refer to Docket No. 2007-_____-C.*

Any person who wishes to be notified of any change in the hearing, but does not wish to present testimony or be a party of record, may do so by notifying the Docketing Department in writing at the address below on or before _____, 2007. *Please refer to Docket No. 2007-_____-C.*

**PLEASE TAKE NOTICE:** Any person who wishes to have his or her comments considered as part of the official record of this proceeding **MUST** present such comments, in person, to the Commission during the hearing.

Persons seeking information about the Commission's Procedures should contact the Commission at (803) 896-5100.

Public Service Commission of South Carolina
ATTN: Docketing Department
Post Office Drawer 11649
Columbia, South Carolina 29211