

PENDING PETITION MEMO

Date: 9/5/2007

TO : Office of Telecommunications  
Office of General Counsel

FROM: CENTRAL OPERATIONS

UTILITY: SYNIVERSE TECHNOLOGIES, INC.

SUBJECT: 07-C-1046

Petition of Syniverse Technologies, Inc. for an Original Certificate of Public Convenience and Necessity for Certification to Resell Private Line Services within the State of New York.



DAVID J. ROBINSON  
MANAGER - PUBLIC POLICY  
SYNIVERSE TECHNOLOGIES, INC.  
8125 HIGHWOODS PALM WAY  
TAMPA, FL 33647-1776  
OFFICE (DIRECT): 813-637-5940  
FAX: 813-637-5731  
EMAIL: [DAVID.ROBINSON@SYNIVERSE.COM](mailto:DAVID.ROBINSON@SYNIVERSE.COM)

August 31, 2007

New York Public Service Commission  
c/o Ms. Jaclyn A. Brillling  
Secretary to the Commission  
Three Empire State Plaza  
Albany, NY 12223-1350

RECEIVED  
PUBLIC SERVICE  
COMMISSION  
OSCO FILES-ALBANY  
2107 SEP -4 AM 11:31

RE: Application of Syniverse Technologies Inc. for Certification to Resell Private Line Services within the State of New York; Notice of name change to Syniverse Networks, Inc.

Dear Ms. Brillling:

On July 24, 2004, Syniverse Networks, Inc. was granted authority to resell telecommunications services within the State of New York; refer to Case No. 03-C-1327 and Case No. 04-C-0810. Syniverse Networks, Inc. has merged into Syniverse Technologies, Inc. and we respectfully request authority to offer competitive local exchange telecommunications within the State of New York using the name Syniverse Technologies, Inc.

To support these changes attached please find an original plus three (3) copies of our application to provide competitive telecommunications services along with our proposed tariff. Please review the attached application and please consider our tariff in conjunction with our request for certification to offer competitive local exchange telecommunication services within the State of New York. Please do not hesitate to contact me with any question or request for additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "David J. Robinson", with a long horizontal line extending to the right.

David J. Robinson  
Syniverse Technologies, Inc.

ATTACHMENTS

**Before the  
New York State Public Service Commission**

IN THE MATTER OF THE APPLICATION OF )  
**SYNIVERSE TECHNOLOGIES, INC.** ) No. \_\_\_\_\_  
FOR CERTIFICATION TO OPERATE AS A COMPETITIVE )  
LOCAL EXCHANGE SERVICE PROVIDER )  
THROUGHOUT THE STATE OF NEW YORK )

**SYNIVERSE TECHNOLOGIES, INC. (“Applicant” or “Syniverse”)** pursuant to New York State Consolidated Laws, Chapter 48, Article 5, §94, and the rules and regulations of the New York State Public Service Commission, hereby requests that it be granted a Certificate of Authority to offer competitive local exchange telecommunications services and resell private line services in the State of New York and further requests approval of Syniverse terms and conditions for offering competitive and resold telecommunications services.

1. The name, post office address, telephone and fax number of the applicant corporation are:

Syniverse Technologies, Inc.  
8125 Highwoods Palm Way  
Tampa, FL 33647-1776

President: Tony Holcombe

TN: 813-637-5000  
FX: 813-637-5731

2. The name, street address, telephone and fax numbers of the responsible contact person(s) for customer complaints and regulatory issues:

David Robinson  
Manager – Public Policy  
Syniverse Technologies, Inc.  
8125 Highwoods Palm Way  
Tampa, FL 33647-1776  
TN: 813-637-5940  
FX: 813-637-5731

3. A copy of the Company's Articles of Incorporation and New York Certificate of Authority are attached hereto as **EXHIBIT A** and **EXHIBIT B**.

4. General Description of Services and Statement related to serving the public interest:

SYNIVERSE seeks to offer competitive local exchange telecommunications services in the State of New York. SYNIVERSE may require local numbering resources for the provisioning of local exchange services. SYNIVERSE plans to offer resold private line services. SYNIVERSE seeks to price Private Line Services on an Individual Case Basis (ICB). Private Line services will be made available to customers in a non-discriminatory manner. Rates for interexchange and local exchange services, private line, non-switched services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the services and will be made available to the New York Public Service Commission Staff upon request on a proprietary basis. ICB rates will not be used for switched services.

SYNIVERSE currently offers state-of-the-art private line access to internal or external applications. Such systems include point-to-point or multi-point service with speeds adaptable to meet your needs. SYNIVERSE offers private line or "point-to-point" circuits in the following configurations:

DS-0 (single circuit) private line dedicated point-to-point circuit service for speeds of 56 Kbps or 64 Kbps

DS-1 (T1) services for speeds of 1.544 Mbps with to provide full-duplex digital transmission over a private line for high-capacity back office voice, data, and network infrastructure

DS-3 (T45) for speeds of 45 Mbps to provide, as with DS-1, full-duplex digital transmission over a private line for high-capacity back office voice, data, and network infrastructure

OC-12, which combines 3 DS-3 circuits; higher speeds available.

For example, you can connect a data center in the east to a data center in the west for disaster

recovery, backhaul remote offices to headquarters, connect ATMs to your network, or connect remote enterprise locations to a centralized data processing hub. For your reference, the Syniverse tariff is attached as **EXHIBIT C**.

Grant of this Certificate and approval of our tariffs will further the public interest by expanding the availability of competitive telecommunications services in the State of New York.

Negotiated arrangements, with incumbent carriers like Verizon Communication, are necessary for Syniverse to serve customers. The presence of Applicant in this market will increase incentives for other telecommunications providers to operate more efficiently, offer more innovative services reduce their prices and improve their quality of service. SYNIVERSE believes our business plan is good for customers and the industry.

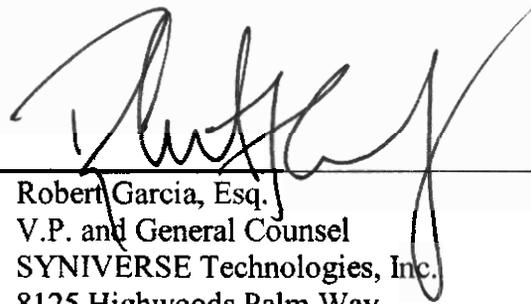
5. SYNIVERSE has no history of criminal or unethical behavior. SYNIVERSE has no history of unauthorized “customer acquisition.”
6. SYNIVERSE is certificated in 36 states to offer telecommunications services; SYNIVERSE has no history of “commission complaints.”
7. Before implementing intraLATA presubscription, Syniverse will notify new customers of the option to select a carrier for both intraLATA and interLATA toll services. Upon implementation of intraLATA presubscription, Syniverse will not automatically assign itself, an affiliate, or the customer's presubscribed interLATA toll carrier as the intraLATA toll carrier for new customers that fail to exercise a choice of carrier, except as permitted pursuant to 47 C.F.R. § 51.209(c) or other applicable law.
8. SYNIVERSE TECHNOLOGIES, INC.  
EIN #06-1262301

WHEREFORE, **SYNIVERSE TECHNOLOGIES, INC.** requests that the New York State Public Service Commission grant it Certification to engage in the offering of competitive local exchange telecommunications services to the public in accordance with applicable laws currently in effect or hereinafter enacted by the Commission.

Respectfully submitted the 31<sup>st</sup> day of August, 2007.

**SYNIVERSE Technologies, Inc.**

By: \_\_\_\_\_



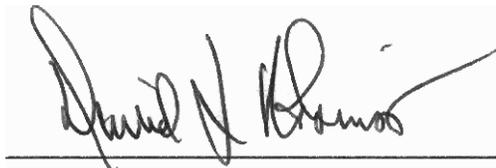
Robert Garcia, Esq.  
V.P. and General Counsel  
SYNIVERSE Technologies, Inc.  
8125 Highwoods Palm Way  
Tampa, FL 33647-1776  
Office: (813) 637-5000

VERIFICATION OF APPLICANT

STATE OF FLORIDA )  
COUNTY OF Hillsborough )

I, DAVID Robinson, being first duly sworn, state that I am Manager - Public Policy of Syniverse Technologies, Inc. the Applicant herein; that I have reviewed the matters set forth in the Application and Exhibits and the statements contained therein are true to the of my knowledge, except as to those matters which are stated on information or belief, and as to those matters I believe them to be true.

SYNIVERSE TECHNOLOGIES, INC.

  
\_\_\_\_\_

Sworn to and subscribed before me this 31st day of August, 2007.

My Commission Expires:

May 19, 2008

Terry A. Lundquist  
Notary Public



**EXHIBIT A**  
**Articles of Incorporation**

# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "TSI TELECOMMUNICATION SERVICES INC.", CHANGING ITS NAME FROM "TSI TELECOMMUNICATION SERVICES INC." TO "SYNIVERSE TECHNOLOGIES, INC.", FILED IN THIS OFFICE ON THE FIRST DAY OF MARCH, A.D. 2004, AT 1:29 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

Harriet Smith Windsor

2187578 8100

040153644



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 2960759

DATE: 03-01-04

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 01:37 PM 03/01/2004  
FILED 01:29 PM 03/01/2004  
SRV 040153644 - 2187578 FILE

**STATE OF DELAWARE  
CERTIFICATE OF AMENDMENT OF  
RESTATED CERTIFICATE OF INCORPORATION OF  
TSI TELECOMMUNICATION SERVICES INC.**

The undersigned, on behalf of TSI TELECOMMUNICATION SERVICES INC., a corporation duly organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), DOES HEREBY CERTIFY as follows:

**FIRST:** That the Board of Directors of the Corporation, in accordance with Section 242 of the General Corporation Law of the State of Delaware and pursuant to unanimous written consent, duly adopted resolutions setting forth a proposed amendment of the Restated Certificate of Incorporation of the Corporation, declaring said amendment to be advisable and submitting the same to the stockholders of the Corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

**RESOLVED**, that the Restated Certificate of Incorporation of the Corporation be amended by changing Article One thereof so that, as amended, said Article shall be and read as follows:

"The name of the Corporation is SYNIVERSE TECHNOLOGIES, INC."

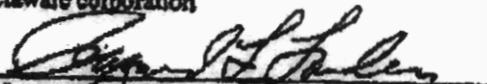
**SECOND:** That thereafter, in accordance with Sections 228 and 242 of the General Corporation Law of the State of Delaware, the amendment was duly approved and adopted pursuant to written consent signed by the holders of at least a majority of the outstanding stock of the Corporation entitled to vote thereon.

**THIRD:** That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

**FOURTH:** That the capital of the Corporation shall not be reduced under or by reason of said amendment.

DATED this 27<sup>th</sup> day of February, 2004.

TSI TELECOMMUNICATION SERVICES INC.,  
a Delaware corporation

By:   
Name: Raymond L. Lawless  
Title: CFO/Secretary

# **EXHIBIT B**

**New York State Certificate of Authority**

**State of New York  
Department of State } ss:**

I hereby certify, that GTE TELECOMMUNICATION SERVICES INCORPORATED, a DELAWARE corporation, filed an Application for Authority to do business in the State of New York on 01/28/1994. I further certify that so far as shown by the records of this Department, such corporation is still authorized to do business in the State of New York.

A certificate changing name to TSI TELECOMMUNICATION SERVICES INC. was filed on 05/17/2001.

A certificate changing name to SYNIVERSE TECHNOLOGIES, INC. was filed on 03/08/2004.



\*\*\*

*Witness my hand and the official seal  
of the Department of State at the City  
of Albany, this 09th day of May  
two thousand and five.*

A handwritten signature in black ink, appearing to read "R. A. DeS...".

*Secretary of State*

**EXHIBIT C**  
**Syniverse Tariff**

TELECOMMUNICATIONS TARIFF OF  
**SYNIVERSE NETWORKS, INC. (SYNIVERSE)**

**APPLYING TO THE OFFERING OF COMPETITIVE LOCAL  
EXCHANGE TELECOMMUNICATIONS SERVICES WITHIN**

**THE STATE OF NEW YORK**

Applicable in New York State

Issued in compliance with the Order of the New York Public Service  
Commission in Case No. 03-C-1327, Issued and Effective September 30, 2007.

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Issued: August 31, 2007

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

ISSUED BY: David Robinson, Manager - Public Policy  
Syniverse Technologies, Inc.  
8125 Highwoods Palm Way  
Tampa, FL 33647-1776

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**TARIFF FORMAT**

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4<sup>th</sup> revised Page 14 cancels the 3<sup>rd</sup> revised Page 14.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.1
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (\*). 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 Commission.

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**CHECK SHEET**

Sheets 1 through 18 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>Page</u>	<u>Number of Revision</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
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22	Original
23	Original
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25	Original

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1 GENERAL

1.1 Explanation of Symbols

- (C) - To signify a changed regulation
- (D) - To signify a discontinued rate or regulation
- (I) - To signify an increase in a rate
- (M) - To signify text or rates relocated without change
- (N) - To signify a new rate or regulation or other text
- (R) - To signify a reduction in a rate
- (S) - To signify reissued regulations
- (T) - To signify a change in text but no change in rate
- (Z) - To signify a correction

1.2 Application of the Tariff

- 1.2.1 This tariff governs the Carrier's services that originate and terminate in New York. Specific services and rates are described elsewhere in this tariff.
- 1.2.2 The Company's services are available to business customers.
- 1.2.3 The Company's service territory is statewide. Calling areas are consistent with Verizon's tariff.

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1.3 Definitions

- 1.3.1 "Carrier," "Company" or "Utility" refers to Syniverse Technologies, Inc.
- 1.3.2 "Commission" means the New York Public Service Commission.
- 1.3.3 "Completed call" is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.
- 1.3.4 "Customer" means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.
- 1.3.5 "Residential" customer is a customer who has telephone service at a dwelling and who uses the service primarily for domestic or social purposes. All other customers are non-residential customers.
- 1.3.6 "Service" means any telecommunications service(s) provided by the Carrier under this tariff.
- 1.3.7 "Station" means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

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## 2 RULES AND REGULATIONS

### 2.1 Undertaking of the Company

Applicant intends to offer dedicated private line interexchange and local exchange telecommunications services on a facilities-based and resale basis. The Company will market to large business customers including ILECs, CLECs, ISPs, paging, cellular, and cable companies. The Company will not be marketing to residential or small businesses, but primarily other carriers.

### 2.2 Obligations of the Customer

2.2.1 The customer shall be responsible for:

2.2.1.1 The payment of all applicable charges pursuant to this tariff;

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

2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.

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- 2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's 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 prior to any construction or installation work.
- 2.2.1.5 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 the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
- 2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.
- 2.2.2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:

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- 2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or
- 2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.
- 2.2.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.
- 2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.
- 2.2.5 Upon reasonable 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

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in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

### **2.3 Liability of the Company**

2.3.1 In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

#### **2.3.2 Service Irregularities**

2.3.2.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.

2.3.2.2 The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange Company except where Company contracts the other carrier; for acts or omission of any other providers of connections, facilities, or service; or for culpable conduct of the customer or failure of equipment,

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facilities or connection provided by the customer.

### 2.3.3 Claims of Misuse of Service

2.3.3.1 The Company shall be indemnified and saved harmless by the customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; against claims for infringement of patents arising from combining or using apparatus and systems of the customer with facilities of the Company; and against all other claims arising out of any act or omission of the customer in connection with the services and facilities provided by the Company.

2.3.3.2 The Company does not require indemnification from the customer where the action for which it is seeking indemnification is based on a claim of negligence by the Company.

### 2.3.4 Defacement of Premises

2.3.4.1 The Company is not liable for any defacement of, or damage to, the customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of the other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.

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### 2.3.5 Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations

2.3.5.1 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Company shall be indemnified, defended and held harmless by the customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service and not due to the gross negligence or willful misconduct of the Company.

### 2.3.6 Service at Outdoor Locations

2.3.6.1 The Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the customer agrees in writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment and facilities furnished by the Company at such locations. The customer shall likewise indemnify and save the Company harmless from and against injury to or death of any person which may result from the location and use of such equipment and facilities.

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### 2.3.7 Warranties

2.3.7.1 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.

2.3.7.2 Acceptance of the provisions of Section 2.3 by the Commission does not constitute its determination that any disclaimer of warranties or representations imposed by the Company should be upheld in a court of law.

### 2.3.8 Limitation of Liability

2.3.8.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

## 2.4 Application for Service

2.4.1 Local exchange services and pricing is obtained on an individual case basis (ICB) and is initiated upon requests from customers. Payment for services shall be governed by applicable Syniverse negotiated interconnection contract price in effect at the time service is provided. Syniverse reserves the right to make changes to our prices. Such changes shall become effective at the time the changes are made to the price by Syniverse. Syniverse manages its own billing system.

2.4.2 Pricing and service guarantees are negotiated and supplied to the customer in accordance with agreements negotiated with Carriers. In addition, Carriers must provide terms consistent with the pertinent laws and regulations, including the following:

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Tampa, FL 33647-1776

### 2.4.3 Minimum Contract Period

2.4.3.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new residential or single line business customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.

2.4.3.2 Except as provided in 2.4.2.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers.

2.4.3.3 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

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#### 2.4.4 Cancellation of Service

2.4.4.1 Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.

2.4.4.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;

2.4.4.2.A The total costs of installing and removing such facilities; or

2.4.4.2.B The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.

2.4.4.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

#### 2.5 Payment for Service

2.5.1 Service will be billed directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the customer's bill. Service will continue to be provided until canceled by the customer or discontinued by the Company as set forth in Section 2.14 of this tariff.

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2.5.2 The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

2.5.3 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill.

Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

2.5.4 The Company will not collect attorney fees or court costs from customers.

## **2.6 Allowance for Interruptions in Service**

2.6.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company. The Carrier agrees to abide by the regulations associated with interruptions in service as specified by the New York Public Service Commission.

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## 2.7 Special Customer Arrangements

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

## 2.8 Unlawful Use of Service

2.8.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:

2.8.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

2.8.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

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2.8.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

**2.9 Interference with or Impairment of Service**

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

**2.10 Telephone Solicitation by Use of Recorded Messages**

2.10.1 Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

**2.11 Overcharge/Undercharge**

2.11.1 Overcharge/undercharge provisions will be in accordance with Tennessee State Law

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2.11.2 When a customer has been overcharged, the amount shall be refunded or credited to the customer.

### 3 DESCRIPTION OF SERVICES

#### 3.1 Individual Case Basis ("ICB") Offerings

3.1.1 The tariff may not specify the price of a service in the tariff as "ICB." The Company may or may not have an equivalent service in its the tariff on file with the Commission, and the quoted ICB rates may be different than the tariffed rates. An ICB must be provided under contract to a customer and the contract filed (can be under seal) with the Commission. All customers have non-discriminatory access to requesting the service under an ICB rate.

#### 3.2 SYNIVERSE SWITCHED TRANSPORT

Provisioned via FGD truck groups, the customer shall specify:

- a. A reference to existing signaling connections or reference to a related signaling connection order,
- b. Local Switching options, if any
- c. For SS7 Signaling Connections, STP point codes and location identifier codes, circuit identification codes and switch type
- d. For SS7 Signaling Connections, specification of the level of diversity in its network,
- e. The customer shall specify 64 CCC Local Switching Options, if any.
- f. Service Installation Guarantees are negotiated via contractual basis
- g. Local switching charges can be provided on an individual case basis (ICB).

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### 3.3 Syniverse Signaling

This service allows the customer to receive signals for call set-up out of band. This option is available via Feature Group D truck groups purchased by Syniverse. This option requires the establishment of a CCS7 Signaling Connections and CCS7 Signaling Terminations between the customer's signaling point of interface and the Company-designated Signal Transfer Point (STP). A minimum of one pair of one quad of CCS7 Connections and Terminations is required.

The STP Link Termination rate applies on a per month basis. The STP Link Transport rate applies on a recurring monthly basis and a per mile per month basis. The STP Port rate applies on a per month basis.

- 3.3.1 CALL RELATED DATABASES AND TCAP MESSAGE TRANSMISSION. Database services provide customers network intelligence to deliver TCAP messages to end users. This service allows customers to deliver TCAP messages and provides for the transmission of information corresponding to TIA Interim Standard 41 (Sub-systems 005-010) over a customer's SS7 Signaling Connection. TCAP Messages will be routed according to originating and destination point codes provided by the customer. This option requires the utilization of SS7 Signaling Connections and SS7 Signaling Terminations between the customer's signaling point of interface and each of the Company's Local Signal Transfer Points (STPs). This service is available where facilities and switching capability are available.

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### 3.4 Syniverse Dedicated Transport Services

Interoffice Channels are provided between the customer serving wire center to any of the following customer designated points: (1) the Company end office, (2) the Access Tandem, (3) Company Facility Hub (Hub), or between (4) a Hub to Company end office, or (5) a Hub to an Access Tandem and, (6) a Hub to a Hub. Such systems include point-to-point or multi-point service with data transport speeds adaptable to meet customer needs. SYNIVERSE offers private line or "point-to-point" circuits in the following configurations:

DS-0 (single circuit) private line dedicated point-to-point circuit service for data transport speeds of 56 Kbps or 64 Kbps

DS-1 (T1) services for data transport speeds of 1.544 Mbps to provide full-duplex digital transmission over a private line for high-capacity data transport and network infrastructure

DS-3 (T45) for data transport speeds of 45 Mbps to provide, as with DS-1, full-duplex digital transmission over a private line for high-capacity data transport and network infrastructure

OC-(X), which variably combines DS-3 or larger bandwidth circuits for very high-speed data transport services.

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**4 RATES AND CHARGES****4.1 Switched Transport**RATE

## A. Tandem-Switched Transport Termination

Per Access Minute

\$0.03000

## B. Tandem-Switched Transport Facility

Per Access Minute per mile

\$0.03000

**4.2 Switching Charge**

## A. Originating Switching Charge

Per Access Minute

\$0.08000

## B. Terminating Switching Charge

Per Access Minute

\$0.08000

**4.3 SS7 Signaling Connections, SS7 Signaling Terminations and SS7 Access Arrangement Usage**

## 1. SS7 Signaling Connection

## Common Channel Signaling Access

	Monthly	Nonrecurring
- STP Link Termination	\$74.89	\$34.81
- STP Link Transport		
- Fixed	\$30.50	None
- Per Mile	\$4.91	None
- STP Port	\$495.00	None

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**4.4 SYNIVERSE DEDICATED TRANSPORT (PRIVATE LINE)**

Design Change will apply when an engineering review is required.	ICB
Private Line Service Order Modification Charge will apply on a per occurrence basis.	ICB
Service Date Change Charge will apply on a per order, per occurrence basis for each service date changed.	ICB

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**4.4 SYNIVERSE DEDICATED TRANSPORT (PRIVATE LINE) - cont'd**

Expedited Order Charge will apply on a per order, per occurrence basis.	ICB
Design Change will apply when an engineering review is required.	ICB
Private Line Service Order Modification Charge will apply on a per occurrence basis.	ICB
Service Date Change Charge will apply on a per order, per occurrence basis for each service date changed.	ICB
Design Change Charge will apply on a per order, per occurrence basis, for each order requiring a Design Change.	ICB
Expedited Order Charge will apply on a per order, per occurrence basis.	ICB

**4.5 SYNIVERSE DEDICATED TRANSPORT IMPLEMENTATION CHARGES**

## 4.5.1 Service Implementation Charges

A.	Installation Charge Per Service	
	DS-0	ICB
	DS-1	ICB
	DS-3	ICB
	OC-3	ICB
	OC-12	ICB

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**4.5 SYNIVERSE DEDICATED TRANSPORT IMPLEMENTATION CHARGES - cont'd**

- B. Monthly Charge Per Service
  - DS-0 ICB
  - DS-1 ICB
  - DS-3 ICB
  - OC-3 ICB
  - OC-12 ICB
  
- 4.5.2 Change Charges
  - A. Service Date ICB
  - B. Design Changes ICB
  - C. Expedite Charges ICB
  
- 4.5.3 Cancellation Charges
  - Per Order ICB

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