

July 6, 2018

Rhode Island Public Service Commission  
Ms. Luly Massaro, Managing Clerk of Records  
89 Jefferson Blvd.  
Warwick, RI 02888-1046

**Via Overnight Mail**

**Re: Joint Petition of Internet & Telephone, LLC and Onepath Systems, LLC for Authority to Complete the Transfer of the Certificate of Public Convenience and Necessity to Provide Competitive Telecommunications Services of Internet & Telephone, LLC to Onepath Systems, LLC**

Dear Ms. Massaro,

On behalf of Onepath Systems, LLC ("Petitioner") in the matter of Internet & Telephone, LLC, and the September 1, 2017 acquisition of Internet & Telephone, LLC by Onepath Systems, LLC, please find the enclosed for filing with the Commission. You'll note there is an original along with three (3) copies of the above referenced Petition. Additionally a check in the amount of \$300.00 is also provided to cover the application fee.

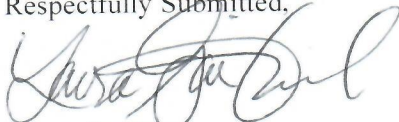
Note that all of the changes reflected are solely administrative, as Onepath Systems, LLC continues to provide the Services described in the Internet & Telephone, LLC Tariffs, pursuant to the terms and conditions contained herein.

**Petitioners request confidential treatment of Exhibit E.**

The information submitted as Exhibit E constitutes commercially sensitive and competitively significant financial and business information that is not otherwise released to the public. Unrestricted availability of this information would provide competitors with knowledge that would be otherwise unavailable and could place the Petitioners at a competitive disadvantage. Confidential and trade secret information is therefore required to avoid commercial and competitive injury.

Please date-stamp the enclosed extra copy of this filing and return it in the self-addressed stamped envelope provided. Should you have any questions concerning this filing, please do not hesitate to contact me at 973-760-9218 and/or via email at [laura@gsaudits.com](mailto:laura@gsaudits.com).

Respectfully Submitted,



Laura Garfinkel  
Senior Telecommunications Consultant  
Global Strategic Accountants (GSA)  
Attorney in Fact for Onepath Systems, LLC & Internet & Telephone, LLC

**BEFORE THE  
RHODE ISLAND PUBLIC UTILITIES COMMISSION**

<hr/>	)	
Joint Petition of	)	
	)	
<b>Internet &amp; Telephone, LLC</b>	)	
	)	
and	)	Docket No. _____
	)	
<b>Onepath Systems, LLC</b>	)	
	)	
For Authority to Complete the Transfer of the	)	
Certificate of Public Convenience and Necessity to	)	
Provide Competitive Telecommunications Services	)	
of Internet & Telephone, LLC to Onepath Systems,	)	
LLC	)	
<hr/>		

**JOINT PETITION**

Internet & Telephone, LLC (I&T) and Onepath Systems, LLC ("Onepath") (I&T and Onepath collectively, "Petitioners"), through their undersigned representative and pursuant to R.I.G.L. §§ 39-3-24 and 39-3-25, request Rhode Island Public Utility Commission ("Commission") approval or such other authority as may be necessary or required for Onepath to acquire the Certificate of Public Convenience and Necessity ("Certificate") of I&T. Specifically, Onepath ("Buyer"), and I&T had entered into an Asset Purchase Agreement ("Agreement") whereby Buyer had agreed to purchase substantially all of I&T's regulated telecommunications services operations ("Assets"), including I&T's Rhode Island Certificate.<sup>1</sup> With the transaction being finalized and a small amount of existing I&T Customers fully transitioned to Onepath on September 1, 2017, all Customers have had no issues with any portion of the transition.

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<sup>1</sup> *I&T and Onepath informed Customers of this transition in joint notices and joint invoices. Additionally all Customer Agreements stayed exactly the same with no disruption of Service and no material Customer Agreement changes or alterations.*

The Petitioners request that the Commission act expeditiously to grant the authority requested herein prior to, so that the Certificate of Public Convenience and Necessity ("Certificate") of I&T be herein transferred to Onepath.

In support of this Petition, the Petitioners state as follows:

## **I. DESCRIPTION OF THE PETITIONERS**

### **A. Internet & Telephone, LLC ("I&T")**

I&T Customers who purchased data networking solutions involving hardware, firmware, software, professional services, and data connectivity and remote systems monitoring from I&T or its affiliates. Along with Plain Old Telephone Lines ("POT's") and T-1's. I&T designed, developed, marketed and sold data storage networking and application infrastructure management solutions, offered a line of storage networking products, software and services that enabled companies to implement highly available, scalable, manageable, and secure environments for data storage applications. The website for I&T is <https://www.itllc.net>.

In Rhode Island, I&T is authorized to provide Class I competitive local exchange telecommunications services pursuant to authority granted in Docket No. 3609 on May 08, 2004. I&T was authorized to provide intrastate telecommunications services. The Federal Communications Commission (FCC) granted the approval of Onepath to consolidate the 499 filer identification number belonging to I&T with Onepath Systems, LLC as attached Exhibit G.

### **B. Onepath Systems, LLC ("Onepath")**

Onepath is a Georgia limited liability company formed on January 5, 2006. Onepath is providing similar Services to I&T.



However Onepath, among its service offerings, supports only VoIP Business Services offerings, IPPBX Cloud based Products and Services using the SIP and other cutting edge Internet protocols and does not represent traditional CLEC Services such as Unbundled Network Elements ("UNE's"), local loops, switched access services and the Company shall not support those types of Products and Services in the future. In light of the acquisition of I&T, Onepath has elected to Petition to assume I&T's Certificate only to continue to provide service and support those existing I&T Customers which are now long term Onepath Customers due to the new Products and Services those Customers now may avail themselves of should they so choose.

A copy of Onepath's organization documents are attached hereto as Exhibit A. Attached as Exhibit B is a copy of Onepath's Certificate of Authority to Transact Business as a foreign corporation in Rhode Island. Attached as Exhibit C is a copy of Onepath's filed Fictitious Business Name Statement (d/b/a).

Onepath is authorized to provide VoIP telecommunications services in the following states of Alabama, California, Georgia, Illinois, Louisiana, Massachusetts, Maryland, Michigan, North Carolina, New Hampshire, New York, and Texas. Additionally the Company is in the process of seeking similar authority in all other states as the business grows. Onepath is also authorized by the FCC to provide international and domestic interstate telecommunications services as a VoIP Carrier.

Onepath has the technical, managerial, and financial qualifications to acquire the Certificate of I&T. Onepath is operated by a highly qualified management team, all of whom have extensive backgrounds in information technology, telecommunications, networking and computer industries. Management biographies for the Onepath/Buyer management team are attached hereto as Exhibit D. Onepath's most recent financial statements from are provided *under seal* as Exhibit



E. Additional information regarding the qualifications of Onepath is provided in Section IV, below:

#### CONTACT INFORMATION

Questions or inquiries concerning this Petition may be directed to:

For Petitioners:

Laura Garfinkel  
Senior Telecommunications Consultant  
Global Strategic Accountants (GSA)  
6250 Shiloh Rd #240  
Alpharetta GA, 30005  
Tel: (973) 760-9218  
Fax: (678) 304-6469  
Email: Laura@gsaudits.com

For Onepath:

Mr. J. Benjamin Balsley  
Onepath Systems, LLC  
170 Chastain Meadows Court  
Kennesaw, GA 30144  
Telephone: 678-695-5500

For Internet & Telephone

Ms. Opal Ferraro  
Internet & Telephone, LLC  
Onepath Systems, LLC  
170 Chastain Meadows Court  
Kennesaw, GA 30144  
Telephone: 678-695-5500

## **II. DESCRIPTION OF THE TRANSACTION**

Through the Agreement described above, I&T had agreed to sell to Onepath certain assets of I&T, including certain of I&T's authorizations to provide intrastate services (the "Transaction"). Subsequent to the Transaction, I&T has not provided intrastate common carrier services in Rhode

Island, and Onepath is requesting of the Commission to award grant of Onepath as the Certificated entity in Rhode Island. Petitioners, therefore, respectfully request that the Commission allow the transfer the I&T existing Rhode Island Certificate to Onepath (and change the name associated with the Certificate to Onepath Systems) with the same conditions as previously granted to I&T. Since September 2017 when the transaction was completed and I&T Customers have been migrated to Onepath, Onepath has duly upheld all the former I&T stipulations with Customer and is in compliance within the State. In the event that the Commission determines that the Rhode Island Certificate granted to I&T cannot be transferred to Onepath Systems, Petitioners respectfully request, in the alternative, that a separate certification be granted to Onepath and that I&T's certification be cancelled upon notice that the proposed request will not be granted. Since the transition of Customer base has already occurred, Onepath has fully complied in its operations by continuing to file all required regulatory reports and filings with the Commission on behalf of I&T and remitting to the Commission any and all monies which are due and payable to the Commission on behalf of I&T.

Therefore with the Commission grant of Petitioner's request Onepath will adopt all responsibilities associated with the I&T Certificate in order to support only transitioned/existing Customers at the same rates. Onepath may sell and/or resell any like or similar products as defined in the former I&T documentation to any new Customers in the State. Onepath is specifically and only limited to VoIP Service at this time. As a result, the Transaction will remain transparent to any existing I&T intrastate customers.

ADDITIONAL INFORMATION REQUIRED TO TRANSFER AND EXPAND THE CERTIFICATE

**A. Corporate Name and Principal Address of Onepath Systems, LLC**

Onepath Systems, LLC  
170 Chastain Meadows Court  
Kennesaw, GA 30144  
Telephone: 678-695-5500  
www.lpath.com

**B. Corporate Organization**

As stated above, Onepath is a Georgia limited liability company. A copy of Onepath's formation documents are provided in Exhibit A. A copy of Onepath's authorization to transact business in Rhode Island is provided in Exhibit B. Attached as Exhibit C is a copy of Onepath's Fictitious Business Name Statement (d/b/a).

**C. Corporate Ownership and Officers and Directors**

Onepath is a privately owned Georgia limited liability company. The member of Onepath Systems, LLC is Onepath Holding Corporation. The following persons are the officers and managers of Onepath Systems, LLC

J. Benjamin Balsley, President & Chief Executive Officer  
Opal Ferraro, Chief Financial Officer  
Steve Albright, Chief Sales & Marketing Officer

Except where noted above, all of the above listed owners, officers and managers can be reached at Onepath's principal place of business. Contact for Ongoing Operations of Onepath Systems, LLC:



The Commission should contact the following person for questions regarding Onepath's ongoing operations:

(1) General Regulatory Questions; Reports, Fees

Ms. Rae Tucker, Compliance Manager  
Onepath Systems, LLC  
170 Chastain Meadows Court  
Kennesaw, GA 30144  
Telephone: 678-504-0029  
[compliance@lpath.com](mailto:compliance@lpath.com)

(2) Customer Inquiries:

Mr. Jim Shriver; Director  
Onepath Systems, LLC  
170 Chastain Meadows Court  
Kennesaw, GA 30144  
Telephone: 678.695.5500  
[JShriver@lpath.com](mailto:JShriver@lpath.com)

**D. Customer Service Contacts**

Customers can contact Onepath Systems customer service department by calling toll-free (877) 663-7971, by emailing [ServiceDesk@lpath.com](mailto:ServiceDesk@lpath.com) or online at [www.lpath.com](http://www.lpath.com).

**D. PUBLIC INTEREST CONSIDERATIONS**

Petitioners respectively submit that the Transaction serves the public interest. The Transaction is expected to invigorate competition in Rhode Island by maintaining existing converted Customers. Additionally the Transaction has provided Onepath a presence in the telecommunications market in Rhode Island, and thereby make Onepath a more viable competitor in all of its product segments, as it can attract customers that seek a valued business partner which is both widely reflected in the industry and also a going concern gaining the highest accolades within its competitive space serving a wide array of business Customers (SMBE's to Enterprise Customers) across the United States.

The Transaction did not adversely impact the small number of Rhode Island customers of I&T. Given that Onepath proposed to offer Service at the same rates, terms and conditions of the services that I&T Customers have been pleased with the transition. The Petitioners created a fluid Transaction that was virtually transparent to existing I&T Customers except for the change in the name of the carrier offering service.

LIST OF EXHIBITS	
Exhibit A	Formation Documents for Onepath Systems, LLC
Exhibit B	Authorization to Transact Business of Onepath Systems, LLC
Exhibit C	Fictitious Business Name Statement (Registration of Trade Name)
Exhibit D	Management Biographies for Onepath Systems, LLC
Exhibit E	Financial Information for Onepath Systems, LLC <b>[CONFIDENTIAL - Filed Under Seal]</b>
Exhibit F	Amended Tariff to reflect the Name of Onepath Systems, LLC
Exhibit G	Federal Communications Commission Consolidation of I&T under Onepath Systems, LLC
Exhibit H	Verifications



**EXHIBIT A**

Formation Documents for Onepath Systems, LLC

**Secretary of State**  
**Corporations Division**  
**315 West Tower**  
**#2 Martin Luther King, Jr. Dr.**  
**Atlanta, Georgia 30334-1530**

CONTROL NUMBER: 0602102  
EFFECTIVE DATE: 01/05/2006  
JURISDICTION : GEORGIA  
REFERENCE : 0089  
PRINT DATE : 01/11/2006  
FORM NUMBER : 356

LISA M GABLE  
3075 BRECKINRIDGE BLVD STE 450  
DULUTH, GA 30096

**CERTIFICATE OF ORGANIZATION**

I, Cathy Cox, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

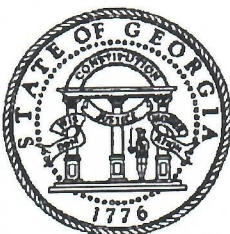
**ONEPATH SYSTEMS, LLC**  
**A GEORGIA LIMITED LIABILITY COMPANY**

has been duly organized under the laws of the State of Georgia on the effective date stated above by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.



*Cathy Cox*



Cathy Cox  
Secretary of State

# ARTICLES OF ORGANIZATION

OF

ONEPATH SYSTEMS, LLC

1.

The name of the limited liability company is:

ONEPATH SYSTEMS, LLC

2.

The Limited Liability Company shall have a delayed effective date of January 5, 2006.

3.

Management of the Company is vested in one or more managers.

IN WITNESS WHEREOF, the undersigned executes these Articles of Organization.



LISA M. GABLE, Organizer

Lisa M. Gable  
Robertson & Gable, LLC  
3075 Breckinridge Blvd., Suite 450  
Duluth, GA 30096  
(770) 736-5182

CORPORATIONS DIVISION

2005 DEC 28 P 3:36

SECRETARY OF STATE



OFFICE OF SECRETARY OF STATE  
CORPORATIONS DIVISION  
Suite 315, West Tower, #2 Martin Luther King, Jr. Drive  
Atlanta, Georgia 30334-1530  
(404) 656-2817

CATHY COX  
Secretary of State  
State of Georgia

TRANSMITTAL INFORMATION  
GEORGIA LIMITED LIABILITY COMPANY

ENRICO M. ROBINSON  
Director

DO NOT WRITE IN SHADED AREA - SOS USE ONLY

DOCKET# _____	PENDING # <u>P72 1972</u>	CONTROL # _____
DOCKET CODE _____	DATE FILED <u>1-5-06</u>	AMOUNT RECEIVED \$ _____
TYPE CODE _____	EXAMINER _____	CHECK/ RECEIPT # _____
JURISDICTION (COUNTY) CODE _____		

1. LLC Name Reservation Number

060090496

LLC Name

**ONEPATH SYSTEMS, LLC**

2. Name of Person Filing Articles

**Lisa M. Gable**  
**3075 Breckinridge Blvd., Suite 450**  
**Duluth, GA 30096**  
**(770) 736-5182**

3. Principal Office Mailing Address of LLC

**304 Dogwood Trail**  
**Marietta, GA 30067**

4. Registered Agent

**ROBB M. BORDEN**  
**304 Dogwood Trail**  
**Marietta, Cobb County, GA 30067**

5. Organizer

**Lisa M. Gable**  
**3075 Breckinridge Blvd., Suite 450**  
**Duluth, GA 30096**  
**(770) 736-5182**

6. Enclosure: Secretary of State Filing Fee of **\$100.00**  
Original and one copy of Articles of Organization

  
\_\_\_\_\_  
Authorized Signature  
Substitute BSR Form 231

December 27, 2005  
\_\_\_\_\_

EXHIBIT B

Authorization to Transact Business of Onepath Systems, LLC



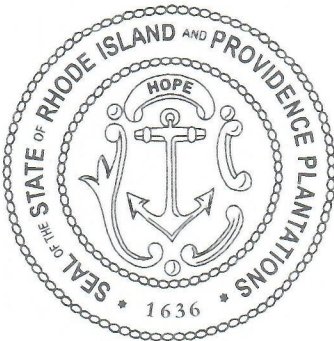
State of Rhode Island and Providence Plantations  
**Department of State | Office of the Secretary of State**  
Nellie M. Gorbea, *Secretary of State*

I, NELLIE M. GORBEA, Secretary of State of the State of Rhode Island  
and Providence Plantations, hereby certify that this document, duly executed in  
accordance with the provisions of Title 7 of the General Laws of Rhode Island, as  
amended, has been filed in this office on this day:

February 03, 2016 12:20 PM

A handwritten signature in dark ink, appearing to read "Nellie M. Gorbea". The signature is fluid and cursive.

Nellie M. Gorbea  
*Secretary of State*







State of Rhode Island and Providence Plantations  
Department of State | Office of the Secretary of State  
Nellie M. Gorbea, Secretary of State

## CERTIFICATE OF GOOD STANDING

I, Nellie M. Gorbea, Secretary of State and custodian of the seal and corporate records of the State of Rhode Island and Providence Plantations, hereby certify that:

### **Onepath Systems, LLC**

is a Limited Liability Company formed under the laws of **GEORGIA**

that qualified to conduct business in this state on **January 28, 2016**. I further certify that revocation proceedings are not pending; a certificate of withdrawal has not been filed; all annual reports are of record and the company is active and in good standing with this office.

This certificate is not to be considered as a notice of the company's tax status, financial condition or business practices; such information is not available from this office.

SIGNED and SEALED on

January 08, 2018

Secretary of State



Certificate Number: 18010016090

Verify this Certificate at: <http://business.sos.ri.gov/CorpWeb/Certificates/Verify.aspx>

Processed by: dantonelli

EXHIBIT C

Fictitious Business Name Statement (Registration of Trade Name)

1660033

Filing Fee: \$50.00

ID Number: \_\_\_\_\_



**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**

Office of the Secretary of State  
Corporations Division  
148 W. River Street  
Providence, Rhode Island 02904-2615

**FICTITIOUS BUSINESS NAME STATEMENT**

Pursuant to the provisions of Section 7-1.2-402, 7-16-9 or 7-13-2 of the General Laws of Rhode Island, 1956, as amended, the undersigned business corporation, limited liability company, or limited partnership hereby submits the following statement for authority to transact business in the state of Rhode Island under a fictitious business name:

1. The legal name of the applicant business corporation, limited liability company or limited partnership is:  
Onepath Systems, LLC
2. The fictitious business name to be used is Onepath
3. The state or territory under the laws of which it is incorporated, organized or formed is Georgia
4. The date of incorporation, organization or formation is 01/05/2006
5. If a business corporation, the address of its registered office within Rhode Island is \_\_\_\_\_
6. If a business corporation, the business in which it is engaged Advanced Technology Solutions Provider
7. Applicant is otherwise authorized to do business in the state of Rhode Island.

RECEIVED  
SECRETARY OF STATE  
CORPORATIONS DIV  
2016 FEB -3 PM 12:20

Under penalty of perjury, I declare that the information contained herein is true and correct.

Date: 2/1/2016

FILED

FEB 03 2016

By 266815

KM

Onepath Systems, LLC

Name of Applicant Corporation, Limited Liability Company or Limited Partnership

By \_\_\_\_\_  
Signature of Authorized Officer of the Corporation

By David P. L...  
Signature of Authorized Person for the Limited Liability Company

or

By \_\_\_\_\_  
Signature of Authorized Person for the Limited Partnership

EXHIBIT D

Management Biographies of Onepath Systems, LLC



*Ben Balsley; Chief Executive Officer*

As Chief Executive Officer and board member, Ben Balsley is responsible for the overall strategic direction and operational success of Onepath. His primary focus is expanding strategic customer and partner relationships to enable the ongoing growth of the company and success of Onepath's customers. Ben was the CEO of Endeavor prior to its merger with Onepath in 2015. In that role, Ben led Endeavor through rapid growth and success within the technology industry.

Prior to joining Endeavor, Ben held various functional leadership roles within Logistics, Customer Service, and Service Operations, as well as Merger Integration and Business Transformation, Entrepreneurship, and Corporate Strategy. Over his career Ben has served in leadership positions in multiple businesses in Atlanta including: Altisource, AT&T, Bellsouth, PriceWaterhouseCoopers, and McMaster-Carr Supply Company. Prior to joining Endeavor, Ben co-founded BAM Worldwide. He is a U.S. Army Veteran and has a BA in History from Davidson College. Ben received his MBA from the University of North Carolina at Chapel Hill.

*Opal Ferraro; Chief Financial Officer*

Opal Ferraro is responsible for overseeing the company's financial reporting, accounting and human resource operations, ensuring that Onepath is profitably maintaining business with customers, effectively managing working capital, and providing exceptional financial information and service to all stakeholders.

Opal has more than 30 years of experience in leading change, strategic planning, financial management, and investor relations. She has served in several executive roles, including CFO for The Picture People, a chain of mall-based portrait studios, CFO for 3 Day Blinds, a retailer specializing in custom made window treatments, and most recently as CFO at PSA Healthcare, a leading national provider of home health care for medically fragile children. Opal began her career with Ernst & Young, a then "Big 8" global accounting firm, rising to Principal in the Entrepreneurial Services Group practice. Opal graduated with highest honors from the University of Texas – Arlington with a BBA degree in Accounting.

*Steve Albright; Chief Sales & Marketing Officer*

Steve Albright is responsible for developing and executing the near-term and long-term organic growth opportunities for Onepath. Specifically, he leads all sales, account management, client engagement and sales support operations, as well as all marketing and lead generation functions. Steve drives customer focus and enables the spirit of service and client satisfaction.

Steve has more than 30 years of experience in leading organic growth, building high-performance teams, and aligning organizational performance for success. He has served in several executive roles, including CEO and Operating Partner for Critical Information Network, which delivers best-in-class online education and training solutions, Senior Strategic Advisor for Jabian Consulting, a firm specializing in helping their clients become more competitive and profitable, and most recently as CRO-Americas at Openlink, a global leader in trading, treasury, and risk management solutions. Steve began his career with John H. Harland Company (now Harland Clarke), a then S&P 500 company, rising to Senior Vice President, Marketing and Customer Care. Steve graduated cum laude from Florida State University with a BS degree in Marketing.



Michelle Dunford; VP Human Resources

Michelle Dunford leads the Human Resources team for Onepath, focused on attracting and retaining the talent needed to support Onepath's business plan. With experience in acquisition integration and strategic planning, Michelle focuses on the overall employment and human capital activities for the company. She previously held the position of Vice President of Human Resources for Plymouth Industries, a global manufacturer of construction equipment. Michelle holds a BA degree from the University of Minnesota.

Eddie Lanham; Executive VP Sales and Marketing

Eddie Lanham leads sales and account management for Onepath's channel relationships and direct regional enterprise clients, as well as marketing and sales operations. With experience in management, process improvement, strategy, sales and consulting, Eddie's key focus is on supporting the profitable growth of the company and ensuring sales commitments are delivered as promised. Eddie developed his well-rounded skill set through leadership roles at The Intersect Group, Promiss Solutions, and most recently as Director and General Manager of Rental Property Management with Altisource Portfolio Solutions, a real estate technology services firm. Eddie holds a Mechanical Engineering degree from the Georgia Institute of Technology and an MBA from the University of North Carolina at Chapel Hill.

Brian Kirsch; Senior VP Sales

Brian Kirsch leads SMB market sales for Onepath, focused on penetrating new markets and developing partnerships to capitalize on emerging opportunities. Brian has over 15 years of professional experience selling IT services and solutions to diverse clientele. He has served in various roles over his career including Marketing Manager, National Account Executive, and most recently as Chief Client/Service Officer at Leapfrog Services, Inc., an Atlanta-based provider of outsourcing, cloud, and managed IT services. A native of Atlanta, Brian has a BBA in Marketing from the University of Georgia and an Advanced Management Certification from Duke University.

Caleb Clarke; VP Marketing

Caleb is responsible for marketing at Onepath and is focused on building programs that drive customer acquisition. He has 20 years of broad marketing management and strategic planning experience. Before joining Onepath, Caleb led marketing at Nuesoft, a healthcare technology company. Prior to that, he held a wide range of brand and marketing positions at Atlanta-based Rollins. Caleb holds a BS from Vanderbilt University and an MBA from Georgia State University.

Paul Cissel; VP Business Development

Paul Cissel is responsible for identification and assessment of new partners as a part of Onepath's overall acquisition strategy. He has over 35 years in the IT business in a number of roles, including executive leadership positions at Phoenix Network and Choice One. Most recently Paul was co-founder and CEO of Internet & Telephone, LLC prior to its acquisition by Onepath. Paul has a BS in Biology and Chemistry from Randolph-Macon College and an MBA from Northeastern University.

Sean Vojtasko; Executive VP IT Services

Sean Vojtasko oversees the IT Services business unit operations with a keen focus on Customer Service and Operational excellence. He has more than 30 years in the Information Technology business and has held various leadership roles at Siemens including Business Development, Project Management, and Executive Management. During his career Sean has worked on international projects on every continent but Antarctica. Sean received his BA in Organizational Management at Eastern University, performed graduate studies at The George Washington University School of Business and holds several certifications in Project Management, ITIL, and Six Sigma.

*Patrick Kinsella: Senior VP Engineering and Technology*

Patrick Kinsella is responsible for strategy and operations of Onepath's Solutions Design and Information Technology organizations, focused on collaborating with customers to develop innovative solutions spanning Onepath's capabilities and driving efficiencies through process and system integration across multiple delivery platforms. His technical acumen along with experience managing customer-facing organizations in the past give him a well-rounded edge as Onepath's technology leader. His previous roles include VP of Customer Operations for Endeavor, Business Development Manager for Concord Technology Alliance and consultant for Accenture. Patrick is a Six Sigma Green Belt and received a BS in Operations Research & Industrial Engineering from Cornell University and an MBA in Finance from the Emory University Goizueta Business School.

EXHIBIT E

Onepath Systems, LLC Financial Information

*Confidential - To Be Filed Under Seal*

EXHIBIT F

Amended Tariff

*(reflects administrative changes only)*

EXHIBIT G

Federal Communications Commission Consolidation of I&T under Onepath Systems, LLC



Announcing a new FCC.gov  
Tell us what you think and help shape the future »




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## FCC Form 499 Filer Database Detailed Information

[FCC](#) > [CGB Home](#) > [FCC Form 499 Filer Database](#) > FCC Form 499 Filer Database Detailed Information

[FCC site map](#)

# FCC Form 499 Filer Database DETAILED INFORMATION

 [Form 499 Filer 822570 RSS Feed](#)

### Filer Identification Information:

No Longer Active as of Mar 31 2018 .

This legal entity account has been closed because their Form 499 filing is now submitted on a consolidated basis.

Replaced by filer: 831919 ←

### Historical Data:

499 Filer ID Number:	822570
Registration Current as of:	Apr 3 2017 12:00AM
Legal Name of Reporting Entity:	Internet & Telephone, LLC
Doing Business As:	Internet & Telephone, LLC
Principal Communications Type:	CAP/LEC
Universal Service Fund Contributor:	No
(Contact USAC at 888-641-8722 if this is not correct.)	
Holding Company:	
Registration Number (CORESID):	0007484389
Management Company:	
Headquarters Address:	170 Chastain Meadows CT NW
City:	Kennesaw
State:	GA
ZIP Code:	30144
Customer Inquiries Address:	P.O. Box 668
City:	North Andover
State:	MA
ZIP Code:	01845
Customer Inquiries Telephone:	978-683-9100 Ext:
Other Trade Names:	

### Agent for Service of Process:

Local/Alternate Agent for Service  
of Process:

Telephone:

Extension:

Fax:

E-mail:

Business Address of Agent for  
Mail or Hand Service of Documents:

City:  
State:  
ZIP Code:

D.C. Agent for Service of Process: Joe Solana  
Global Strategic Accountants, LLC  
Telephone: 866-766-3591  
Extension:  
Fax: 678-329-3329  
E-Mail: [compliance@gsaudits.com](mailto:compliance@gsaudits.com)  
Business Address of D.C. Agent for  
Mail or Hand Service of Documents: 1025 Vermont Ave., NW  
Suite 1130  
City: Washington  
State: DC  
ZIP Code: 200054374

**FCC Registration Information:**

Chief Executive Officer: Jacob Balsley IV  
Business Address: 170 Chastain Meadows CT NW  
City: Kennesaw  
State: GA  
ZIP Code: 30144

Chairman or Other Senior Officer: Brian Lane  
Business Address: 170 Chastain Meadows CT NW  
City: Kennesaw  
State: GA  
ZIP Code: 30144

President or Other Senior Officer:  
Business Address:  
City:  
State:  
ZIP Code:

Jurisdictions in Which the Filing Entity Provides Telecommunications Services:

California  
Connecticut  
Delaware  
Florida  
Georgia  
Illinois  
Louisiana  
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# FCC Form 499 Filer Database DETAILED INFORMATION

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### Filer Identification Information:

499 Filer ID Number:	831919
Registration Current as of:	Apr 2 2018 12:00AM
Legal Name of Reporting Entity:	Onepath Systems, LLC
Doing Business As:	Onepath
Principal Communications Type:	Interconnected VoIP
Universal Service Fund Contributor:	Yes
(Contact USAC at 888-641-8722 if	this is not correct.)
Holding Company:	Onepath Holding Corporation
Registration Number (CORESID):	0026239392
Management Company:	
Headquarters Address:	170 Chastain Meadows Ct. NW
City:	Kennesaw
State:	GA
ZIP Code:	30144
Customer Inquiries Address:	170 Chastain Meadows Ct. NW
City:	Kennesaw
State:	GA
ZIP Code:	30144
Customer Inquiries Telephone:	770-980-9283
Other Trade Names:	Onepath

### Agent for Service of Process:

Local/Alternate Agent for Service  
of Process:

Telephone:

Extension:

Fax:

E-mail:

Business Address of Agent for  
Mail or Hand Service of Documents:

City:

State:

ZIP Code:



D.C. Agent for Service of Process: **Joe Solana**  
**Global Strategic Accountants, LLC**  
Telephone: **866-766-3591**  
Extension:  
Fax: **678-329-3329**  
E-Mail: **[compliance@gsaudits.com](mailto:compliance@gsaudits.com)**  
Business Address of D.C. Agent for  
Mail or Hand Service of Documents: **1025 Vermont Ave., NW**  
**Suite 1130**  
City: **Washington**  
State: **DC**  
ZIP Code: **20005**

**FCC Registration Information:**

Chief Executive Officer: **Ben Balsley**  
Business Address: **170 Chastain Meadows Ct. NW**  
City: **Kennesaw**  
State: **GA**  
ZIP Code: **30144**

Chairman or Other Senior Officer: **Brian Lane**  
Business Address: **170 Chastain Meadows Ct. NW**  
City: **Kennesaw**  
State: **GA**  
ZIP Code: **30144**

President or Other Senior Officer:  
Business Address:  
City:  
State:  
ZIP Code:

Jurisdictions in Which the Filing Entity Provides Telecommunications Services:

Colorado  
Illinois  
Michigan  
South Carolina  
Texas

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## EXHIBIT H

Verification



**AFFIDAVIT**


The undersigned declares under penalty of perjury that they are authorized to make this verification for, and on behalf of, the Petitioner of and as Onepath Systems, LLC; that they have read the information provided by the Petitioner in the foregoing document, and is informed and believes the same are true and on that ground affirms that the matters therein stated are true.

In addition, the undersigned, on behalf of the Petitioner, attests that the Petitioner will comply with all applicable Rhode Island laws and rules, Commission Orders, regulations, letter rulings, directives and other requirements, whether formal or informal.

Dated this 29 (day) of June (Month), 2018

Legal Name of Registrant: Onepath Systems, LLC

By: J. Benjamin Balslev; President & CEO

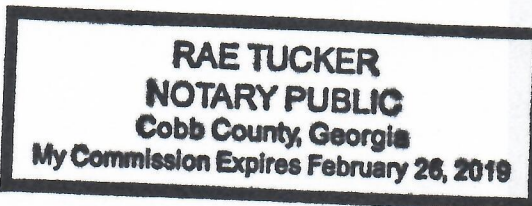
  
Signature

NOTARY:

SUBSCRIBED AND SWORN to before me:

This 29 day of June, 2018

Notary Public: 



ONEPATH SYSTEMS, LLC REGULATIONS AND SCHEDULE OF  
INTRASTATE CHARGES APPLYING TO FACILITIES-BASED  
INTEREXCHANGE TOLL TELECOMMUNICATION SERVICES WITHIN  
THE STATE OF RHODE ISLAND.

This tariff applies to the interexchange telecommunications services furnished by Onepath Systems, LLC ("Carrier") between one or more points within the State of Rhode Island. This tariff is on file with the Rhode Island Public Utilities Commission, and copies may be inspected during normal business hours at Carrier's principal place of business, 170 Chastain Meadows Court, Kennesaw, GA 30144.

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Issued: July 6, 2018

Effective: August 4 , 2018

Issued by: J. Benjamin Balsley, President & CEO  
Onepath Systems, LLC  
170 Chastain Meadows Court  
Kennesaw, GA 30144

CHECK SHEET

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

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	38	Original
2	Original	39	Original
3	Original	40	Original
4	Original	41	Original
5	Original	42	Original
6	Original		
7	Original		
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9	Original		
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37	Original		

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### SYMBOLS

The following are the only symbols used for the purposes indicated below: C -

- Change In Regulation
- D - Discontinued Rate or Regulation I
- Increase In Rate or Charge
- M - Moved From Another Tariff Location
- N- New
- R - Reduction In Rate or Charge
- S - Matter Appearing Elsewhere or Repeated for Clarification T
- Change In Text But No Change In Rate or Charge

### TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th Revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current Sheet number on file with the Commission is not always the tariff page in effect.

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TARIFF FORMAT (Cont'd)

- 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).l.  
2.1.1.A.1.(a).l.(i).  
2.1.1.A.1.(a).l.(i).(1).

- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets 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 the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

## 1. TECHNICAL TERMS AND ABBREVIATIONS

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

Authorization Code - A numerical code, one or more of which may be assigned to a Subscriber, to enable Carrier to identify the origin of service User so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Subscriber shall have any property or 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.

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

Calling Card - A postpaid or prepaid calling card issued by Carrier that allows Subscribers and/or Users to make telephone calls and charge the calls to a postpaid or prepaid account. Calls charged to a Carrier-issued postpaid Calling Card will appear on the Subscriber's regular monthly bill. Calls charged to a Carrier-issued prepaid Calling Card will be charged against the debit account.

Carrier or Company - Refers to Onepath Systems, LLC.

Commission - Refers to the Rhode Island Public Utilities Commission.

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

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## 1. TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Local Access and Transport Area (LATA) - The term "Local Access Transport Area" denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

Measured Charge - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

Subscriber/Customer - The person or legal entity which enters into arrangements for Carrier's telecommunications services and is responsible for payment of Carrier's services.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Term - The time frame by which the Subscriber agrees to be served by the Carrier.

User - The person(s) utilizing Carrier's services.

## 2. RULES AND REGULATIONS

### 2.1 Application of Tariff

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate telecommunications services provided by Carrier for telecommunications between points within the State of Rhode Island. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier.
- 2.1.3 The Subscriber is entitled to limit the use of Carrier's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of Carrier.
- 2.1.4 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 as approved by the Rhode Island Public Utilities Commission. 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 a fixed period of time following the initial offering for the first contract Customer as specific in each individual contract.

## 2. RULES AND REGULATIONS (Cont'd)

### 1.1 Use of Service

- 1.1.1 Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 1.1.2 The use of Carrier's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 1.1.3 The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 1.1.4 Carrier's services are available for use twenty-four (24) hours per day, seven (7) days per week.
- 1.1.5 Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- 1.1.6 Carrier's services may be denied for nonpayment of charges or for other violations of this tariff.
- 1.1.7 Carrier's services may be denied for any use by Customer that is illegal, or poses an undue risk or liability to Carrier, or is obtained through fraud or willful misrepresentation.
- 1.1.8 Carrier's services shall not be used to transmit impermissible content.

## 2. RULES AND REGULATIONS (Cont'd)

### 1.2 Liability of Carrier

- 1.2.1 The liability of the Company for damages arising out of 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 arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in this tariff. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 1.2.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- 1.2.3 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- 1.2.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 1.2.5 The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company that may be installed at the premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.



## 2. RULES AND REGULATIONS (Cont'd)

### 2.3 Liability of Carrier (Cont'd)

- 2.3.6 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- 2.3.7 The Company shall not be liable for any damages resulting from delays in meeting any service date due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, and delays in actual construction work.
- 2.3.8 The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- 2.3.9 The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment that the Company does not furnish or for any act or omission of Customer or any other entity furnishing facilities or equipment used for or in conjunction with the Company's service.

## 2. RULES AND REGULATIONS (Cont'd)

### 2.3 Liability of Carrier (Cont'd)

2.3.10 The Company is not liable for any claims for loss or damages involving:

- A. Breach in the privacy or security of communications transmitted over the Company's facilities;
- B. Injury to property or injury or death to persons, including claims for payments made under Worker's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities;
- C. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
- D. Any act or omission in connection with the provision of 911, E911 or similar services;
- E. Any non-completion of calls due to network busy conditions;
- F. Unauthorized use of the Customer's equipment or facilities that interconnect with Company's facilities, including usage such as, but not limited to, unauthorized calls, unauthorized use of calling cards, and toll or usage fraud; and
- G. Any placement of calls from the Customer's premises, with or without the Customer's equipment, which are transmitted through the Company's network.

## 2. RULES AND REGULATIONS (Cont'd)

### 2.3 Liability of Carrier (Cont'd)

2.3.11 The Company shall be indemnified, defended held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

- A. The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.
- B. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.
- C. Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

2.3.12 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to 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.

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Issued

J. Benjamin Balsley, President & CEO  
Onepath Systems, LLC  
170 Chastain Meadows Court  
Kennesaw, GA 30144

2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

2.3.13 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

2.3.14 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.

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## 2. RULES AND REGULATIONS (Cont'd)

### 2.4 Responsibilities of the Subscriber

- 2.4.1 The Subscriber is responsible for placing any necessary orders; for complying with tariff regulations; for the placement of any stickers or tent cards provided by Carrier or as required by law; and for assuring that Users comply with tariff regulations. The Subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Subscriber to Users. The Subscriber is also responsible for the payment of all charges including unauthorized charges, for calls originated at the Subscriber's number(s), excluding calls billable to another party (and that party not being the Subscriber}, such as collect, third party, calling card, or credit card calls.
- 2.4.2 The Subscriber is responsible for charges incurred for special construction and/or special facilities that the Subscriber requests and which are ordered by Carrier on the Subscriber's behalf.
- 2.4.3 If required for the provision of Carrier's services, the Subscriber must provide all necessary equipment space, supporting structure, conduit, rights of way, building access, and electrical power without charge to Carrier.

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## 2. RULES AND REGULATIONS (Cont'd)

### 2.4 Responsibilities of the Subscriber (Cont'd)

2.4.4 The Subscriber is responsible for arranging access to its premises at times mutually agreeable to Carrier and the Subscriber when required by Carrier personnel to install, repair, maintain, program, inspect or remove equipment with the provision of Carrier's services.

2.4.5 The Subscriber shall ensure that the equipment and/or system is properly interfaced with Carrier facilities or services, that the signals emitted into Carrier's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Carrier will permit such equipment to be connected with its channels without use of protective interface devices.

If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to Carrier equipment, personnel, or the quality of service to other Subscribers, Carrier may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, Carrier may, upon written notice, terminate the Subscriber's service.

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## 2. RULES AND REGULATIONS (Cont'd)

### 2.4 Responsibilities of the Subscriber (Cont'd)

- 2.4.6 The Subscriber must pay Carrier for replacement or repair of damage to the equipment or facilities of Carrier caused by negligence or willful act of the Subscriber, Users, or others, by improper use of the services, or by use of equipment provided by the Subscriber, Users, or others.
- 2.4.7 The Subscriber must pay for the loss through theft of any Carrier equipment installed at Subscriber's premises.
- 2.4.8 The Subscriber is responsible for payment of the charges set forth in this tariff.
- 2.4.9 The Subscriber is responsible for compliance with the applicable regulations set forth in this tariff.
- 2.4.10 The Subscriber shall indemnify and save Carrier harmless from all liability disclaimed by Carrier as specified in Section 2.3 above, arising in connection with the provision of service by Carrier, and shall protect and defend Carrier from any suits or claims against Carrier and shall pay all expenses and satisfy all judgments rendered against Carrier in connection herewith. Carrier shall notify the Subscriber of any suit or claim against Carrier that may require indemnification from the Subscriber of which the Carrier is aware.

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2. RULES AND REGULATIONS (Cont'd)

2.5 Cancellation or Interruption of Services

2.5.1 General

- A. A service is interrupted when it becomes unusable to the Customer, *e.g.*, the Customer is unable to transmit or receive, because of a failure of a component furnished by Carrier under this tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and 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 inoperative but declines to release it for testing and repair, 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 Carrier to be impaired.

## 2. RULES AND REGULATIONS (Cont'd)

### 2.5 Cancellation or Interruption of Services (Cont'd)

#### 2.5.2 Limitations on Allowances

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

- A. due to the negligence of, or noncompliance with the provisions of this Tariff by, any person or entity other than Carrier, including but not limited to the Customer or other common carriers connected to the service of Carrier;
- B. due to the failure of power, equipment, systems, or services not provided by Carrier;
- C. due to circumstances or causes beyond the control of Carrier;
- D. during any period in which Carrier is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. during any period in which the Customer continues to use the service on an impaired basis;

## 2. RULES AND REGULATIONS (Cont'd)

### 2.5 Cancellation or Interruption of Services (Cont'd)

#### 2.5.2 Limitations on Allowances (Cont'd)

- F. during any period when the Customer has released service to Carrier 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 Carrier within thirty (30) days of the date that service was affected.

#### 2.5.3 Application of Credits for Interruptions of Service

Credits for interruptions of service, for which charges are specified on the basis of per minute of use, or on the usage of a fraction of a minute, shall in no event exceed an amount equal to the initial period charge provided for under this tariff.

### 2.6 Discontinuance of Service for Cause

2.6.1 Without incurring liability, the Company may discontinue the provision of service to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted services:

- A. For nonpayment of any sum due to the Company for more than thirty (30) days after issuance of the bill for the amount due;
- 2. For violation of any of the provisions of this tariff;
- 3. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company's services; or



## 2. RULES AND REGULATIONS (Cont'd)

### 2.6 Discontinuance of Service for Cause (Cont'd)

D. 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.

### 2.7 Billing Arrangements

2.7.1 The Subscriber will either be billed directly by Carrier or its intermediary, or charges will be included in the Subscriber's regular telephone bill pursuant to billing and collection agreements established by Carrier or its intermediary with the applicable telephone company.

2.7.2 Carrier will render bills monthly. Payment is due in full in U.S. currency on the date specified on the Customer's bill.

2.7.3 Carrier may impose a late payment charge of 1.5%, or the maximum allowable by applicable law, whichever is higher, on any bill not paid by the date specified on the Customer's bill, which charge may only be assessed on the outstanding balance. The Subscriber shall be responsible for all costs, including attorney's fees, incurred in the collection of unpaid charge or in any other action to enforce payments and/or obligations arising under this tariff. A charge of up to twenty dollars (\$20.00) may be imposed for each returned check.

### 2.8 Minimum Use Contracts

2.8.1 The Company may offer services that require a minimum use guarantee ("MUG"). The Subscriber agrees to pay the minimum amount per period agreed to upon commencement of service. Subscribers falling below their MUG will be billed for the minimum amount due per period pursuant to the MUG agreement (even though this is below their actual usage amount).

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Issued by: J. Benjamin Balsley, President & CEO  
Onepath Systems, LLC  
170 Chastain Meadows Court  
Kennesaw, GA 30144

## 2. RULES AND REGULATIONS (Cont'd)

### 2.8 Minimum Use Contracts (Cont'd)

2.8.2 Should the Subscriber choose to terminate a MUG agreement prior to its expiration date, the Subscriber will be liable for the minimum usage requirements contained in the agreement multiplied by the number of months remaining in the term, unless, with the Carrier's approval, Subscriber converts to another Company service with equal or greater term and minimum usage commitments. If no minimum usage requirement is specified in the agreement, upon early termination of Subscriber's agreement, Subscriber will be liable for its monthly average usage (calculated over the last three full months immediately preceding the date of termination) multiplied by the number of months remaining in the term.

2.8.3 The minimum initial billing liability period for any service under this section is one month. Subsequent periods shall be for additional one-month increments unless otherwise specified.

### 2.9 Validation of Credit

Carrier reserves the right to validate the creditworthiness of Subscribers or Users prior to the commencement of service, and to reject, in Carrier's sole judgment, unqualified Subscribers or Users. No Subscriber or User shall have any claim against Carrier for a credit rejection.

### 2.10 Contested Charges

All bills are presumed accurate, and shall be absolutely binding on the Subscriber unless objection is received by Carrier within thirty (30) days after such bills are rendered. In the case of a billing dispute between the Subscriber and Carrier for service furnished to the Subscriber, which cannot be settled with mutual satisfaction, the Subscriber shall take the following course of action within thirty (30) days of the billing date:

2.10.1 First, the Subscriber may request, and Carrier will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.)

2. RULES AND REGULATIONS (Cont'd)

2.10 Contested Charges (Cont'd)

2.10.2 Second, if there is still a disagreement about the disputed amount after the investigation and review by Carrier, the Subscriber may file an appropriate complaint with the Rhode Island Public Utilities Commission. The Commission's address is:

Rhode Island Public Utilities Commission  
89 Jefferson Boulevard  
Warwick, Rhode Island 02888

2.11 Billing Entity Conditions

When billing functions on behalf of Carrier are performed by local exchange telephone companies, or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

## 2. RULES AND REGULATIONS (Cont'd)

### 2.12 Deposits

#### 2.12.1 Deposit Requirements

Carrier may require from any Customer or prospective Customer a deposit to be held as a guarantee for the payment of charges in accordance with the rules and regulations of the Commission. In its calculation of a potential Customer's creditworthiness, Carrier will use trading banking references, credit reports, and any other information pertinent to a Customer's credit. Any deposit required shall be confirmed in writing to the Customer no later than the time of the next billing cycle.

#### 2.12.2 Amount of Deposit

The amount of the deposit shall be in accordance with Commission regulations and shall not be more than two (2) months of monthly recurring charges and usage of Carrier's services for any specific Customer. The amount of such usage may be estimated from past usage, the Customer's estimated anticipated usage, or Carrier's state average usage considering type and nature of service. The amount of a deposit may exceed this total when services are provided for short periods of time or under special circumstances. Interest on deposits held for thirty days or more will be paid at a rate permitted under Commission rules.

## 2. RULES AND REGULATIONS (Cont'd)

### 2.13 Telephone Surcharges/Taxes/Contributions

In addition to the rates and charges applicable according to the rules and regulations of this tariff, various surcharges and taxes may apply to charges incurred by and billed to the customer on the monthly billing statement. The Customer is responsible for payment of any and all such fees (including franchise and right-of-way fees), charges, surcharges, contributions and taxes, however designated, (including without limitation universal service contributions, telephone relay service contributions, sales, use, gross receipts, excise, access or other taxes, but excluding taxes on the Company's net income) imposed by any local, state, or federal government on or based upon the provision, sale or use of the Company's services. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those Customers receiving service within the boundaries of that subdivision, or as deemed taxable by the political subdivision.

#### 2.13.1 Payphone Surcharge

Pursuant to FCC regulations, the Carrier compensates payphone owners where calls originate at a payphone. A \$1.25 per call charge is applicable to calls that originate from any domestic payphone used to access Carrier's services. This surcharge will either be applied directly to customer's bill or will be deducted from customer's debit card in rounded up minute increments. This charge is applied in addition to standard tariffed usage charges and any applicable surcharges associated with Carrier's services, and is not eligible to receive discounts or contribute to minimum usage requirements.

### 2.14 Minimum Call Completion Rate

Carrier will ensure an industry standard blocking rate no greater than P.01.

### 2.15 Promotions

Carrier may from time to time offer promotional services.

**2. RULES AND REGULATIONS (Cont'd)****2.16 Presubscribed Interexchange Carrier Charge ("PICC")**

Presubscribed Interexchange Carrier Charges are neither contributory to nor eligible to receive discounts nor are they eligible to contribute to meeting minimum monthly usage requirements. This charge applies on a monthly basis to all Customer monthly bills beginning with bills dated on or after the effective date of this Tariff. The application of this charge is subject to billing availability.

**Business Customers**

Single Line -- A PICC of up to \$3.50 applies to each line presubscribed to Carrier as the primary interexchange carrier where Carrier can determine that the Customer has only one line. Carrier as the primary interexchange carrier where Carrier can determine that the Customer accesses Carrier via a Local Exchange Carrier-provided Centrex line.

All Other Lines --A PICC of up to \$3.50 applies to each line presubscribed to Carrier as the primary interexchange carrier for all other Customers of Carrier's business services.



**2. RULES AND REGULATIONS (Cont'd)****2.16 Presubscribed Interexchange Carrier Charge ("PICC") (Cont'd)****ISDN Lines**

PRI-ISDN Lines --A PICC of up to \$13.75 applies to each line presubscribed to Carrier as the primary interexchange carrier where Carrier can determine that the Customer accesses Carrier via a Local Exchange Carrier-provided Primary Rate Interface Integrated Services Digital Network line.

**2.17 Universal Service Fund Contribution Charge**

The Customer will be assessed a monthly federal Universal Service Fund Contribution charge on all telecommunications services to cover the cost of contributions that Carrier is required to make under the Telecommunications Act of 1996 to the federal Universal Service Fund.

Services provided pursuant to this tariff are subject to a monthly Universal Service Fund Contribution charge. The Company will assess this charge at the rates set forth in its applicable FCC tariff.

This charge does not apply to services provided to telecommunications carriers if such carriers purchase services for resale to end users and provide Carrier with the telecommunications carrier's federal excise tax exemption. At its sole discretion, Carrier may require the telecommunications carrier to provide additional documentation regarding the telecommunications carrier's satisfaction of its Universal Service Fund reporting and contribution obligations with respect to the resold Carrier services.

## 2. RULES AND REGULATIONS (Cont'd)

### 2.18 Automatic Number Identification Terms and Conditions

- 2.18.1 Carrier will provide Automatic Number Identification ("ANI") associated with an intrastate service, by tariff, to any entity ("ANI recipient"), only under the terms and conditions of this section:
- 2.18.2 The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- 2.18.3 The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or services previously purchased by the telephone subscriber from the ANI recipient.
- 2.18.4 The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- 2.18.5 The ANI recipient, or its designated billing agent, is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use, other than those listed above, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.

2. RULES AND REGULATIONS (Cont'd)

2.18 Automatic Number Identification Terms and Conditions (Cont'd)

2.18.6 Violation of any of the foregoing terms and conditions by any ANI recipient may result in suspension of the transmission of ANI by the Carrier until such time as the Carrier receives written confirmation from the ANI recipient that the violations have ceased or have been corrected.

## 2. RULES AND REGULATIONS (Cont'd)

### 2.19 Schools and Libraries Discount Program

#### 2.19.1 General

The Schools and Libraries Discount Program permits eligible schools (public and private, grades Kindergarten through 12) and libraries to purchase Carrier's services offered in this tariff at a discounted rate, in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and applicable Rhode Island Public Utilities Commission orders, if any. The FCC's Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.500 et. seq.

As indicated in the Rules, the discounts will be between 20 and 90 percent of the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A school's level of economic disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program, and a library's level of economic disadvantage will be calculated on the basis of school lunch eligibility in the public school district in which the library is located. A non-public school may use either eligibility for the national school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. To be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the Rules. Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

2. RULES AND REGULATIONS (Cont'd)

2.19 Schools and Libraries Discount Program (Cont'd)

2.19.2 Obligations of Eligible Schools and Libraries

- A. Schools, libraries, and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.
- B. Schools, libraries, and consortia shall submit requests for services to the Schools and Libraries Corporation, as designated by the FCC, and follow established procedures.
- C. Services requested will be used for educational purposes.
- D. Services will not be sold, resold or transferred in consideration for money or any other thing of value.

2. RULES AND REGULATIONS (Cont'd)

2.19 Schools and Libraries Discount Program (Cont'd)

2.19.3 Obligations of Carrier

- A. Carrier will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this tariff. Those services contained in this tariff which are excluded from the discount program, in accordance with the Rules are included as an attachment to this tariff.
- B. Carrier will offer services to eligible schools, libraries, and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).
- C. In competitive bidding situations, Carrier may offer flexible pricing or rates other than in this tariff, where specific flexible pricing arrangements are allowed, subject to Rhode Island Public Utilities Commission approval, if necessary.



2. RULES AND REGULATIONS (Cont'd)

2.19 Schools and Libraries Discount Program (Cont'd)

2.19.4 Discounted Rates for Schools and Libraries

- A. Discounts for eligible schools, libraries, and consortia shall be set as a percentage from the pre-discount price, which is the price of services to schools and libraries prior to application of a discount.
- B. The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries, or consortia.
- C. The discount rate is based on each school or library's level of economic disadvantage as determined in accordance with the FCC Order or other federally approved alternative measures (as permitted by the Rules) and by its location in either an urban or rural area.
- D. The discount matrix for eligible schools, libraries and consortia is included as an attachment to this tariff.

## 2. RULES AND REGULATIONS (Cont'd)

### 2.20 Health Care Providers Support Program

#### 2.20.1 General

The purpose of the Health Care Providers Support Program is to enable public and non-profit rural health care providers to have access to telecommunications services necessary for the provision of health care services at rates comparable to those paid for similar services in urban areas. The Health Care Providers Support Program offers eligible public and non-profit health care providers located in rural areas reduced rates for Carrier intrastate services, available in this Tariff. Such services must be purchased in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997, and any applicable orders of the Rhode Island Public Utilities Commission. The FCC Rules are codified at 47 Code of Federal Regulations (C.F.R.) 54.601 *et. seq.*, and any amendments made thereto.

#### 2.20.2 Regulations

- A. To be eligible for the reduced rates, rural health care providers are required to comply with the terms and conditions set forth in the FCC Rules.
- B. Reduced rates are available only to the extent that they are funded by the federal universal service fund.
- C. Eligible rural health care providers may aggregate demand with other entities to create a consortium. Universal service support shall apply only to the portion of eligible services used by an eligible health care provider.

## 2. RULES AND REGULATIONS (Cont'd)

### 2.20 Health Care Providers Support Program (Cont'd)

#### 2.20.3 Responsibility of Eligible Health Care Providers

- A. Rural health care providers and consortia shall participate in a competition bidding process for all service eligible for reduced rates in accordance with any state and local procurement rules.
- B. Rural health care providers and consortia shall submit requests for services to the program Administrator, as designated by the FCC, and follow established procedures.
- C. Services requested must be used for purposes related to the provision of health care services or instruction that the health care provider is legally authorized to provide under the law.
- D. A health care provider that cannot obtain toll free access to an Internet service provider and who is eligible for support for limited toll-free access under the Rules must certify that it lacks toll-free Internet access and that it is an eligible health care provider.
- E. Services cannot be sold, resold or transferred in consideration for money or any other thing of value.

#### 2.20.4 Responsibility of the Company

- A. The Company shall offer the rates and charges as specified in this tariff, to eligible health care providers to the extent that facilities and services are available and offered in this tariff.
- B. The Company shall offer services to eligible rural health care providers and consortia at prices no higher than the highest urban rate as defined in the FCC Order and Rules.
- C. In competitive bidding situations, where specific flexible pricing arrangements are allowed, the Company may offer flexible pricing (to determine the reduced rate) subject to Rhode Island Public Utilities Commission approval, if necessary.

## 2. RULES AND REGULATIONS (Cont'd)

### 2.20 Health Care Providers Support Program (Cont'd)

#### 2.20.5 Rates and Charges

The following price adjustments will be available to eligible rural health care providers, except subparagraph c., which shall be available to all eligible health care providers, regardless of location.

A reduced rate for telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, not to exceed the highest tarified or publicly available rate charged to a commercial customer for a similar service provided over the same distance in the nearest city in Rhode Island State with a population of at least 50,000.

### 2.21 Individual Case Basis /ICB) Arrangements

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for service that varies from tarified arrangements. Rates quoted in response to such requests may be different for tarified service than those specified for such service in this Tariff. ICB rates will be offered to customers in writing and will be made available to similarly situated customers.

### 2.22 Blocking of Service

The Company reserves the right to block calls to Information Provider caller-paid information services that violate the Company's user service policies or are otherwise in violation of this tariff.

### 3. EXPLANATION OF RATES

The regulations set forth in this section explain how to apply the rate tables associated with the various service offerings described in Section 4, following.

#### 3.1 Timing of Calls

Billing for calls placed over the Company's network is based in part on the duration of the call. There shall be timing only for conversation time and there shall be no charge for uncompleted calls. Conversation time is defined as the elapsed time when two-way communication between the calling and called party is possible. The call ends when either the calling or called party hangs up. Timing begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch.

#### 3.2 Distance-Based Charges

Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates.

$$\text{FORMULA} = \frac{(VI-V2 / + (HI-H2 /}{10}$$

### 3. EXPLANATION OF RATES

#### 3.3 Minimum Call Completion Rate

Carrier will ensure an industry standard blocking rate between P.01 and P.02.

#### 3.4 Time Periods for Rate Applicability

The following time periods apply to rates for all services unless stated to the contrary in Section 4, following.

3.4.1 The Day Rate Period is 8 AM to, but not including, 5 PM Monday through Friday.

3.4.2 The Evening Rate Period is 5 PM to, but not including, 11 PM Monday through Friday and 5 PM to, but not including, 11 PM Sunday.

3.4.3 The Night Rate Period is 12 Midnight to, but not including, 8 AM and 11 PM to, but not including, Midnight Monday through Friday; All Day Saturday; and 12 Midnight to, but not including, 5 PM and 11 PM to Midnight Sunday.

3.4.4 On Holidays, Evening Rates apply at all times, unless a lower rate would normally apply.

3.4.5 Calls that overlap rate periods will be charged according to the rates applicable to the time recorded in each period.

#### 3.5 Rounding

Fractions of a billing increment are rounded up to a full billing increment. Fractions of a cent per minute are rounded up to a full cent.

#### 4. DESCRIPTION OF SERVICES AND RATES

##### 4.1 Postpaid Calling Card

###### 4.1.1 Description of Service

Carrier offers Postpaid Calling Card (non-operator assisted, direct-dial) to customers who select Carrier as their long distance carrier and request a calling card on the letter of Authorization (LOA) submitted to Carrier for activation. This product is offered to Customers through agents who have contracted with Carrier to market this service to said Customers.

Calls are subject to a one (1) minute minimum billing duration, and sixty (60) second billing increments. Calls are rated based on call duration, as measured from answer supervision to disconnect. No charge will generally apply to uncompleted calls, which include "ring busy" and "ring no answer" calls.

Customers access Postpaid Calling Card by:

- A. Dialing 1+ toll free number (800/888/887) - as indicated on reverse of card.
- B. At voice prompt, entering card number.
- C. At voice prompt, entering desired destination number by dialing It (Area Code [NPA]) + (Exchange [NXX]) + (Station[XXXX]).
- D. Calls are routed over Carrier's transmission and switching facilities to any valid domestic location served by Carrier.



4. DESCRIPTION OF SERVICES AND RATES (Cont'd)4.1 Postpaid Calling Card (Cont'd)4.1.1 Description of Service (Cont'd)

- E. The charges for usage on this card will be billed on the customer's Local Exchange Company. (LEC) bill using the customer's billing telephone number.
- F. All rates will be per minute of usage, twenty-four (24) hours per day, and seven days per week, 365 days per year.

4.1.2 Rates and Charges

Post Calling Card	<u>Per Minute Charge</u>
30/6 Rounding	\$0.49

**4. DESCRIPTION OF SERVICES AND RATES (Cont'd)****4.2 800/888/887 Service /Toll free)**

This service is a direct access, incoming only, usage sensitive WATS offering. This is a service whereby a Customer can be billed at reduced rates for calls to his premises.

Per Minute

\$0.099

Per Number/Month

\$10.00

In the event an 800/888/887 customer owes the Company more than \$1,000 in undisputed delinquent 800/888/887 service charges, the Company reserves the right to block calls to that 800/888/887 number and to block an 800/888/887 service provider change.

**4.3 1+ Long Distance Telecommunications Services**

1+ long distance telecommunications services ("1+") consist of flat-rated direct dialed long distance services that allow Customers to place direct dialed calls to terminating locations within the State. Calls are placed by dialing "1" and the destination telephone number, including the area code. Services are available only in equal access areas. Calls are billed in 60 second initial and 60 additional billing increments.

Per Minute

\$0.099

**4.4 Specialized Pricing Arrangements**

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. Any such specialized pricing arrangements will be filed with the Commission for prior approval.

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J. Benjamin Balsley, President & CEO  
Onepath Systems, LLC  
170 Chastain Meadows Court  
Kennesaw, GA 30144

4. DESCRIPTION OF SERVICES AND RATES (Cont'd)4.5 Operator Assisted Services

The Company's Long Distance Operator Assisted Services are available for use by presubscribed Customers of the Company's Outbound/Inbound Long Distance Service. Calls are billed in sixty (60) second increments, after an initial minimum period of sixty (60) seconds, with additional per call charges reflecting the level of operator assistance and billing arrangement requested by the Customer. Each call is rounded up to the nearest one-tenth of a minute after the first minute.

4.5.1 Operator Services Call Types and Billing Arrangements

- A. Person-to-Person: A per call charge that applies in addition to long distance usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing arrangement, including, but not limited to, billing to the originating line, a Company calling card, commercial credit card, collect, by deposit of coins in pay telephones, or to a third party. This charge does not apply unless the specified party or an acceptable substitute is available.
- B. Station-to-Station {also referred to as "sent paid"}: A per call charge that applies in addition to long distance usage charges for non-Person-to-Person calls placed with the assistance of a Company operator. This charge applies regardless of billing arrangement, including, but not limited to, billing to the originating line, a Company calling card, commercial credit card, collect, by deposit of coins in pay telephones, or to a third party.
- C. Third Party Billed: A billing arrangement whereby charges for a call may be billed to a telephone number that is different from the calling number and the called number. The terms and conditions of the third party's local exchange company apply to payment arrangements for Third Party Billed calls.
- D. Collect Billed: A billing arrangement whereby the originating caller may bill charges for a call to the called party, provided the called party agrees to accept the charges. The terms and conditions of the called party's local exchange company apply to payment arrangements for Collect Billed calls.

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                      Onepath Systems, LLC  
                      170 Chastain Meadows Court  
                      Kennesaw, GA 30144

4. DESCRIPTION OF SERVICES AND RATES (Cont'd)4.5 Operator Assisted Services (Cont'd)4.5.1 Operator Services Call Types and Billing Arrangements (Cont'd)

- E. 0+ Mechanized Calls: Calls made by dialing zero plus the desired telephone number, where the call is interrupted by a mechanized operator (i.e., a recorded announcement) requesting the caller to enter the billing information.
- F. 0+ Time Out Calls: Calls made by dialing zero plus the desired telephone number, where the call is interrupted by a live operator or mechanized operator (i.e., recorded announcement) requesting the caller to enter the billing information.
- G. 0- Calls: Calls made by dialing zero only and the caller then waits for the operator to pick up the line and assist to the caller in placing and/or billing for the call.
- H. Time Charge Calls: Calls made by dialing 0- or 0+, where the caller asks the operator to place the call, and return to the line at the end of the call and provide the customer with the cost for the completed call.

Operator and Directory Services

\$1.25 + per minute cost of call