

June 19, 2014

Secretary of the Commission
Missouri Public Service Commission
200 Madison Street
Jefferson City, MO 65102-0360

**RE: Application for a Certificate of Service Authority to Provide Interexchange
and Non-Switched Local Exchange Telecommunications Services within
the State of Missouri**

Dear Secretary:

Grasshopper Group, LLC, ("Grasshopper" or "Applicant"), through undersigned counsel, hereby submits the enclosed Application, seeking authority to operate as a resold Interexchange Service Provider (IXC) within the State of Missouri. Appendix C contains CONFIDENTIAL information that is being submitted under seal pursuant to a Motion for Protective Order.

Should there be any questions or additional information required, please do not hesitate to contact me at (703) 714-1318. Thank you!

Sincerely,



Linda G. McReynolds
Regulatory Counsel

Cc: Office of Public Counsel
General Counsel (MO PSC)

Enclosures

MARASHLIAN & DONAHUE, LLC

TELEPHONE: (703) 714-1300
FACSIMILE: (703) 714-1330
EMAIL: MAIL@COMMLAWGROUP.COM
WEB: WWW.COMMLAWGROUP.COM

THE COMMLAW GROUP
1420 SPRING HILL ROAD
SUITE 401
MCLEAN, VIRGINIA 22102

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

In the Matter of the Application of)	
Grasshopper Group, LLC for a)	
Certificate of Service Authority to)	
Provide Interexchange and Non-Switched)	Case No. _____
Local Exchange Telecommunications Services)	
In the State of Missouri)	

**APPLICATION FOR CERTIFICATE OF SERVICE AUTHORITY TO PROVIDE
INTEREXCHANGE AND NON-SWITCHED LOCAL EXCHANGE
TELECOMMUNICATIONS SERVICES IN MISSOURI**

COMES NOW, Grasshopper Group, LLC (“Grasshopper” or "Applicant"), pursuant to Sections 392.361, 392.410, 392.420, 392.430, 392.440, and 392.470, RSMo, and 4 CSR 240-2.060 and 240-3.510, and in support of its Application for a certificate of service authority as an interexchange and non-switched local exchange telecommunications service carrier to provide telecommunication services in the State of Missouri and to classify said services as competitive, states to the Missouri Public Service Commission (“Commission”) as follows:

1. Applicant is a limited liability company duly organized and existing under and by virtue of the laws of the Commonwealth of Massachusetts. Its headquarters and principal place of business are located at 197 1st Avenue, Suite 200, Needham, MA 02494, and its telephone number is 800-820-8210. A copy of the Applicant’s Certificate of Good Standing from the Massachusetts Secretary of State’s Office is attached as **Appendix A**. A copy of its Certificate of Registration to do business in Missouri is attached as **Appendix B**.

2. All inquiries, correspondence, communications, pleadings, notices, orders, and decisions relating to the case should be addressed to:

Dominic Schiavone
Chief Operating Officer
Grasshopper Group, LLC
197 1st Avenue, Suite 200
Needham, MA 02494
Tel: 617-396-5700 x724
Fax: 866-466-1618
E-mail: dschiavone@grasshopper.com

Linda G. McReynolds, Esq.
Marashlian & Donahue, LLC
The *CommLaw* Group
1420 Spring Hill Road, Suite 401
McLean, VA 22102
Tel: (703) 714-1318
Fax: (703) 714-1330
E-mail: lgm@commllawgroup.com

3. Applicant proposes to provide interexchange telecommunications services on a resold basis throughout the State of Missouri.

4. Applicant seeks Commission certification to provide telecommunications service in Missouri. Specifically, Applicant seeks authority as an interexchange and non-switched local exchange telecommunications service carrier to offer and provide telecommunication services, pursuant to Sections 392.430, 392.440, and 392.470, RSMo.

5. The Commission may grant Applicant a certificate of service authority as an interexchange and non-switched local exchange telecommunications service carrier to provide telecommunication services if the Commission finds such authority to be in the public interest. Approval of this Application will serve the public interest because Applicant's proposed services are consistent with the public interest and with the legislative goals set forth in the federal

Telecommunications Act of 1996 and Chapter 392 RSMo. Approval of this Application will expand the availability of innovative, high quality, and reliable telecommunications services within the State of Missouri.

6. Applicant seeks classification of itself and its services as competitive. Applicant submits that the services it provides are subject to sufficient competition to justify competitive classification and promote the public interest. See Section 392.361. Expedient grant of this Application will further competition and allow Applicant to compete with other companies, consistent with the Commission's policies and the legislative goals set forth in the federal Telecommunications Act of 1996 and Chapter 392 RSMo. Applicant submits that the public interest will be served by Commission approval of this application because Applicant's proposed services will create and enhance competition and expand customer service options. Approval will also expand the availability of innovative, high quality, and reliable telecommunications services within the state of Missouri. Accordingly, all the services by which Applicant proposes to provide should be designated as competitive, and Applicant should be designated as a competitive telecommunication company.

7. Applicant will not unjustly discriminate among its customers as is prohibited by Section 392.200 RSMo. Applicant is willing to comply with all applicable Commission rules, except those specifically waived by the Commission. Consistent with the Commission's treatment of other certificated interexchange telecommunications carriers, Applicant requests that statutes and regulations be waived for Applicant with respect to its interexchange service offerings, pursuant to Sections 392.361.5 and 392.420, RSMo, including but not limited to:

Statutes:

- 392.210.2 Accounting requirements (system of accounts)
- 392.240.1 Reasonableness of rates
- 392.270 Accounting requirements (valuation of property)
- 392.280 Accounting requirements (depreciation rates/accounts)
- 392.290 Issuance of stocks, bonds and other indebtedness
- 392.300 Transfer of property and ownership of stock
- 392.310 Approval of issuing stocks, bonds and other indebtedness
- 392.320 Certificate of Commission to be recorded-stock dividends
- 392.330 Accounting requirements (proceeds of sales of stock, bonds, notes, etc.)
- 392.340 Company reorganization

Rules:

- 4 CSR 240-3.520 Applications to sell or transfer assets
- 4 CSR 240-3.525 Applications to merge or consolidate
- 4 CSR 240-3.530 Applications to issue stocks, obtain loans
- 4 CSR 240-3.535 Applications to acquire stock
- 4 CSR 240-3.545(8)(C) Listing of Waivers in Tariff
- 4 CSR 240-3.550 Telco Records and Reports (except (5)(B), (D) and (E))
- 4 CSR 240-3.555 Residential Customer Inquiries
- 4 CSR 240-3.560 Procedure for Ceasing Operations
- 4 CSR 240-10.020 Depreciation Records
- 4 CSR 240-30.020 Residential Telephone Underground Systems
- 4 CSR 240-30.040 Uniform System of Accounts
- 4 CSR 240-32.010 General Provisions
- 4 CSR 240-32.040 Metering, Inspections and Tests
- 4 CSR 240-32.050 Customer Services
- 4 CSR 240-32.060 Engineering and Maintenance
- 4 CSR 240-32.070 Quality of Service
- 4 CSR 240-32.080 Service objectives and surveillance levels
- 4 CSR 240-32.090 Connection of equipment and Inside Wiring
- 4 CSR 240-32.100 Provision of Basic Local and Interexchange Services
- 4 CSR 240-32.130-170 Prepaid Calling Cards (except 32.140 and 32.150(1))
- 4 CSR 240-32.180-190 Caller ID blocking requirements
- 4 CSR 240-33.010 Service and Billing Practice General Provisions
- 4 CSR 240-33.040 Billing and Payment standards
- 4 CSR 240-33.045 Clear identification and placement of charges on bills
- 4 CSR 240-33.050 Deposits
- 4 CSR 240-33.060 Residential Customer Inquiries
- 4 CSR 240-33.070 Discontinuance of service
- 4 CSR 240-33.080 Disputes by Residential Customers
- 4 CSR 240-33.090 Settlement agreements with residential customers
- 4 CSR 240-33.130 Operator service requirements
- 4 CSR 240-33.140 Payphone requirements (except (2))
- 4 CSR 240-33.150 "Anti-slamming" requirements
- 4 CSR 240-33.160 Customer Proprietary Network Information

8. Applicant does not have any pending action or final unsatisfied judgment or decisions against it from any state or federal agency or court which involves customer service or rates, which action, judgment, or decision has occurred within three (3) years of the date of application.

9. Applicant does not have any overdue annual reports or assessment fees due the Missouri Public Service Commission.

10. Applicant possesses the necessary financial resources to provide the requested services. Please see **Appendix C**.

11. Applicant elects to provide its retail services by means of a Commission-approved tariff. Please see **Appendix D**.

12. Applicant states that it will undertake all necessary measures to ensure its contracts with other companies and carriers do not contain provisions preventing delivery of traffic to any telephone exchange area and that such measures include but are not limited to:

- Prevention of call blocking and/or call gapping based on the cost of traffic termination.
- Preventing the alteration or stripping of Calling Party Number Identification.

- Ensuring sufficient network capacity exists to process all traffic according to industry accepted practices.

WHEREFORE, Applicant respectfully requests that the Commission grant it a certificate of service authority as an intrastate interexchange and non-switched local exchange telecommunications service carrier to provide telecommunication services as herein requested, grant competitive status to Applicant and Applicant's requested services, grant a waiver of the aforesaid statutes and regulations set forth in this Application, and grant such other relief as the Commission deems appropriate.

Respectfully submitted,
GRASSHOPPER GROUP, LLC



Linda G. McReynolds, Esq.
Missouri Bar No. 49489
Marashlian & Donahue, LLC
The *Comm*Law Group
1420 Spring Hill Road, Suite 401
McLean, VA 22102

Dated this 19th day of June, 2014.

I, Dominic Schiavone, being duly sworn, depose and state that I am the Chief Operating Officer of Grasshopper Group, LLC, and that the contents set forth in this Application for Certificate of Service Authority to Provide Interexchange and Non-Switched Local Exchange Telecommunications Services in Missouri has been prepared under my direction, from the original books, papers and records of said company, that I have examined same, and declare same to be true, accurate and correct to the best of my knowledge and belief.

Dominic Schiavone
Chief Operating Officer
Grasshopper Group, LLC

My commission expires: 10/16/2020



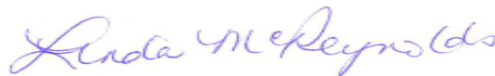
CERTIFICATE OF SERVICE

The Undersigned hereby certifies that the foregoing Application and accompanying testimony and exhibits were sent by electronic submission, and hand delivered or sent by U.S. Mail, postage prepaid to:

Office of Public Counsel
P.O. Box 7800
Jefferson City, MO 65102

General Counsel
Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102

on this the 19th day of June, 2014.

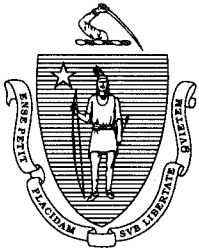


Linda G. McReynolds, Esq.
Marashlian & Donahue, LLC
The *Comm*Law Group
1420 Spring Hill Road, Suite 401
McLean, Virginia 22102
Tel: (703) 714-1318
Fax: (703) 714-1330

Counsel for Grasshopper Group, LLC

APPENDIX A

**APPLICANT'S CERTIFICATE OF GOOD STANDING FROM THE MASSACHUSETTS
SECRETARY OF STATE'S OFFICE**



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

June 5, 2014

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

GRASSHOPPER GROUP, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **December 4, 2002.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **SIAMAK TAGHADDOS, MOHAMMAD H TAGHADDOS, DAVID HAUSER**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **SIAMAK TAGHADDOS, MOHAMMAD H TAGHADDOS, DAVID HAUSER**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **NONE**



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

APPENDIX B

APPLICANT'S CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS IN MISSOURI

STATE OF MISSOURI



Robin Carnahan
Secretary of State

CERTIFICATE OF REGISTRATION FOREIGN LIMITED LIABILITY COMPANY

WHEREAS,

GRASSHOPPER GROUP, LLC
FL1009673


Using in Missouri the name

GRASSHOPPER GROUP, LLC

and existing under the laws of the State of Massachusetts has filed with this state its Application for Registration and whereas this Application for Registration conforms to the Missouri Limited Company Act.

NOW, THEREFORE, I, ROBIN CARNAHAN, Secretary of State of the State of Missouri, by virtue of authority vested in me by law, do hereby certify and declare that on the 9th day of November, 2009, the above Foreign Limited Liability Company is duly authorized to transact business in the State of Missouri and is entitled to any rights granted Limited Liability Companies.

IN TESTIMONY WHEREOF, I hereunto
set my hand and cause to be affixed the
GREAT SEAL of the State of Missouri.
Done at the City of Jefferson, this
9th day of November, 2009.


Secretary of State



APPENDIX C

APPLICANT'S FINANCIALS
CONFIDENTIAL INFORMATION FILED UNDER SEAL

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

In the Matter of the Application of)	
Grasshopper Group, LLC for a)	
Certificate of Service Authority to)	
Provide Interexchange and Non-Switched)	Case No. _____
Local Exchange Telecommunications Services)	
In the State of Missouri)	

MOTION FOR PROTECTIVE ORDER

Grasshopper Group, LLC (“Grasshopper” or “Applicant”), by and through its undersigned counsel, and pursuant to 4 CSR 240-2.135 hereby respectfully requests that the Missouri Public Service Commission (“Commission”) issue a Protective Order to protect from public disclosure the confidential and proprietary financial statements filed as Confidential Appendix C to Grasshopper’s Application for Authorization to Provide Interexchange and Non-Switched Local Exchange Telecommunications Services in the State of Missouri. In support of this Motion, Applicant states the following:

1. Grasshopper is an applicant for a certificate to become a competitive telecommunications service provider in the in the State of Missouri.
2. Applicant is a privately held company and is not required to file financial information with the United States Securities and Exchange Commission and does not otherwise disclose its financial information to the public.
3. Applicant uses its best efforts to keep and maintain the confidentiality of the information in Confidential Appendix C. To the best of Applicant’s knowledge, this information has not been disclosed or released to the public.
4. Disclosure of the information in Confidential Appendix C to competitors, or potential competitors, could put Grasshopper at a competitive disadvantage relative to other

companies in the competitive telecommunications industry and, therefore, would be detrimental to Grasshopper.

5. Due to the sensitive nature of the information in Confidential Appendix C, it is appropriate for the Commission to limit access to it. The information should be used by the Commission solely to assist in its review of the merits of Grasshopper's application. There is no legitimate purpose or public interest to be served in disclosing or otherwise releasing the information in Confidential Appendix C to the public.

WHEREFORE, for the foregoing reasons, Grasshopper Group, LLC respectfully requests that the Commission issue a Protective Order with respect to the financial information in Confidential Appendix C and protect that information from release or disclosure to the public for a period of not less than three (3) years from the date of filing.

Respectfully submitted,



Linda G. McReynolds, Esq.
Marashlian & Donahue, LLC
The *Comm*Law Group
1420 Spring Hill Road, Suite 401
McLean, Virginia 22102
Tel: 703-714-1318
Fax: 703-714-1330
E-mail: lgm@commlawgroup.com

Dated: June 19, 2014

Counsel for Grasshopper Group, LLC

GRASSHOPPER GROUP, LLC

BALANCE SHEET 2013

HIGHLY CONFIDENTIAL

Assets

Current Assets

Fixed Assets, Net

Intangible Assets, Net

Other Assets

Total Assets

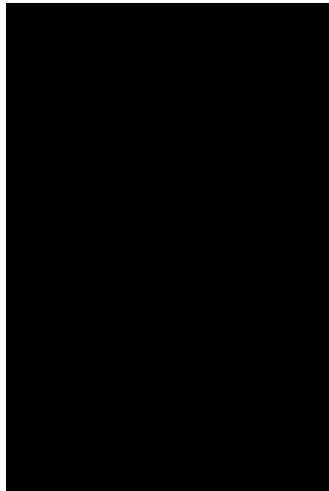
Liabilities and Equity

Current Liabilities

Long Term Liabilities

Stockholders Equity

Total Liabilities and Equity



GRASSHOPPER GROUP, LLC
INCOME STATEMENT 2013
HIGHLY CONFIDENTIAL

Revenue

Cost of Revenue

Gross Profit

Operating Expenses

Other Expense

Net Income (Loss)



APPENDIX D

APPLICANT'S PROPOSED TARIFF

INTEREXCHANGE SERVICE

Grasshopper Group, LLC

MISSOURI TELECOMMUNICATIONS TARIFF

This tariff contains the rates, terms and conditions applicable to Resold Interexchange Telecommunications Services provided by **Grasshopper Group, LLC**, with principal offices at 197 1st Avenue, Suite 200, Needham, Massachusetts 02494.

This tariff applies for services furnished within the State of Missouri. This tariff is on file with the Missouri Public Service Commission, and copies may be inspected during normal business hours at the Company's principal place of business.

Issued:

Effective:

Dominic Schiavone, COO
Grasshopper Group, LLC
197 1st Avenue, Suite 200
Needham, Massachusetts 02494

INTEREXCHANGE SERVICE

**WAIVER OF STATUTORY
AND REGULATORY REQUIREMENTS**

Statutes

- 392.210.2 - Uniform System of Accounts
- 392.240(1) - Just & Reasonable Rates
- 392.270 - Ascertain Property Values
- 392.280 - Depreciation Accounts
- 392.290 - Issuance of Securities
- 392.300.2 - Acquisition of Stock
- 392.310 - Issuance of stock and debt
- 392.320 - Stock dividend payment
- 392.330 - Issuance of securities, debt and notes
- 392.340 - Reorganizations(s)

Commission Rules

- 4 CSR 240-10.020 - Depreciation fund income
- 4 CSR 240-30.040 - Uniform system of accounts

Issued:

Effective:

Dominic Schiavone, COO
Grasshopper Group, LLC
197 1st Avenue, Suite 200
Needham, Massachusetts 02494

INTEREXCHANGE SERVICE

CHECK SHEET

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

PAGE NO.	REVISION	PAGE NO.	REVISION
Title	Original*		
1	Original*		
2	Original*		
3	Original*		
4	Original*		
5	Original*		
6	Original*		
7	Original*		
8	Original*		
9	Original*		
10	Original*		
11	Original*		
12	Original*		
13	Original*		
14	Original*		
15	Original*		
16	Original*		

Issued:

Effective:

Dominic Schiavone, COO
Grasshopper Group, LLC
197 1st Avenue, Suite 200
Needham, Massachusetts 02494

INTEREXCHANGE SERVICE

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SECTION 2 - Rules and Regulations	6
SECTION 3 - Description of Service & Rates	14
SECTION 4 - Rates	16

Issued:

Effective:

Dominic Schiavone, COO
Grasshopper Group, LLC
197 1st Avenue, Suite 200
Needham, Massachusetts 02494

INTEREXCHANGE SERVICE

SYMBOLS

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

D - Delete or discontinue.

I - Change Resulting in an increase to a customer's bill.

M - Moved from another tariff location.

N - New

R - Change resulting in a reduction to a customer's bill.

T - Change in text or regulation.

TARIFF FORMAT

A. Page Numbering – Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. However, new sheets are occasionally added to the tariff.

B. Page Revision Numbers – Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised Page 14 cancels 3rd 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 of coding. For example:

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

D. Check Sheets – When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some pages). The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current page on file with the Commission.

Issued:

Dominic Schiavone, COO
Grasshopper Group, LLC
197 1st Avenue, Suite 200
Needham, Massachusetts 02494

Effective:

INTEREXCHANGE SERVICE

SECTION 1 - DEFINITIONS

Call – A completed connection established between a Calling Station and a Called Station.

Carrier or Company - Grasshopper Group, LLC, unless otherwise indicated by the context.

Commission – Refers to the Missouri Public Service Commission.

Customer - A person, firm or corporation, or other entity which purchases or uses the Company's Services and is responsible for the payment of charges and/or compliance with tariff regulations.

Service or Services – The services of Grasshopper Group, LLC, described in Section 3 of this Tariff.

Telecommunications – The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, metering, or any other form of intelligence.

Issued:

Effective:

Dominic Schiavone, COO
Grasshopper Group, LLC
197 1st Avenue, Suite 200
Needham, Massachusetts 02494

INTEREXCHANGE SERVICE

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company's services and facilities are furnished for communications at specified points within the state of Missouri under terms of this tariff.

The Company operates and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Customer is responsible for ordering access connection facilities provided by other carriers or entities to allow connection of a Customer's location to the Company's services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

2.2 Limitations

2.2.1 Service is offered subject to the availability of the necessary resold facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.

2.2.2 The Company reserves the right to discontinue or limit Service when necessitated by conditions beyond its control, or when the Customer is using the Services in violation of provisions of this tariff, or in violation of the law.

2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

Issued:

Effective:

Dominic Schiavone, COO
Grasshopper Group, LLC
197 1st Avenue, Suite 200
Needham, Massachusetts 02494

INTEREXCHANGE SERVICE**SECTION 2 - RULES AND REGULATIONS****2.3 Use**

Services provided under this Tariff may be used for any lawful purpose consistent with the transmission and switching parameters of telecommunications facilities utilized in the provision of Services. The Services may be used solely to transmit communications of the Customer in a manner consistent with the terms and conditions of this Tariff and the policies and regulations of the Commission. The Services are furnished subject to the condition that they will be used only for authorized and lawful purposes by the Customer. The use of the Company's Service to make calls which might reasonably be expected to frighten, abuse, torment, or harass another is prohibited. The use of the Company's Service without payment for Service or attempting to avoid payment for Service by fraudulent means or devices, schemes, false or invalid numbers, or false credit cards is prohibited. The Company's Services are available for use twenty-four hours per day, seven days per week.

2.4 Liabilities of the Company

2.4.1 Limitation of Liability: In no event shall the company, its parents, subsidiaries, affiliates or their respective members, managers, directors, officers, employees, stockholder, or agents be liable for any damages, including but not limited to direct, compensatory, indirect, incidental, consequential, special, exemplary or punitive damages (including, without limitation, damages for loss of profits, business interruption, loss of information) for: (1) any injuries to persons or property arising from use of the services, or any equipment used in connection with the services; (2) Customer's inability to use the services; (3) Customer's misuse of the service; (4) nonperformance or a failure of the services caused by acts or omissions of another service provider; (5) equipment or software failure or modification; (6) telecommunications or computer equipment failures, or (7) acts of God or other causes beyond the Company's control. The foregoing shall even if the Company has been advised of the possibility of such damages.

2.4.2 No Warranties: The services provided under this Tariff are provided "as is." The Company makes no warranties regarding the services whatsoever and disclaims any and all express or implied warranties of any kind, including any warranties of merchantability, non-infringement of intellectual property, fitness for a particular purpose, or warranties arising by course of dealing or custom or trade. The Company does not authorize anyone to make a warranty of any kind on the Company's behalf and Customer should not rely on any such statement.

Issued:

Effective:

Dominic Schiavone, COO
Grasshopper Group, LLC
197 1st Avenue, Suite 200
Needham, Massachusetts 02494

INTEREXCHANGE SERVICE

SECTION 2 - RULES AND REGULATIONS

2.4 Liabilities of the Company (Cont'd)

2.4.3 The Company's liability arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the aforementioned faults in transmission occur, unless ordered by the Commission.

2.4.4 The Company shall be indemnified and held harmless by the Customer against:

- (A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over the Company's facilities.
- (B) All other claims arising out of any act or omission of the Customer in connection with any service or facility provided by the Company.

Issued:

Effective:

Dominic Schiavone, COO
Grasshopper Group, LLC
197 1st Avenue, Suite 200
Needham, Massachusetts 02494

INTEREXCHANGE SERVICE**SECTION 2 - RULES AND REGULATIONS****2.5 Taxes**

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed on Customer bills as separate line items and are not included in the quoted rates.

2.6 Billing and Payment

2.6.1 Customer is responsible for paying all charges on its account for services provided by the Company, including, but not limited to, long distance, directory assistance charges, regulatory and government fees, and for all taxes and surcharges, including regulatory recovery fees, imposed on the services or the Company as a result of Customer's use of the services. The Company collects any applicable initiation fees and monthly recurring charges automatically in advance of the month of usage. Customer will also be billed for additional minutes used (which exceed the number of calling minutes in the Customer's plan), either in the month following such usage or upon the usage of an additional 1000 minutes, whichever comes first. Usage charges are billed in arrears.

2.6.2 Any objection to billed charges should be promptly reported to the Company. Notice of any disputes must be in writing and received by the Company within thirty (30) days after the invoice date or the dispute will be waived. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Customer must pay all undisputed amounts in full to avoid late payment charges or default.

2.6.3 Company will charge a late payment charge on any amounts unpaid by the due date of the lesser of: (1) 1.5% per month or 18% per annum or (2) the highest amount allowed by law.

2.6.4 The Company will bill Customer's credit card on the date payment is due or if a Customer exceeds its threshold billing level. If the card fails, the Company will provide notice to the Customer by electronic mail and will attempt to bill the Customer's card as follows:

Due date + 1 day – The Company will attempt to bill the card, if the card fails, the Company will advise the Customer by electronic mail;

Due date + 6 days – The Company will attempt to bill the card, if the card fails, the Company will advise the Customer by electronic mail;

Due date +14 days – The Company will attempt to bill the card, if the card fails, the Company will advise the Customer by electronic mail;

Due date + 21 days - The Company will attempt to bill the card, if the card fails, the Company will cancel the account and send notice to the Customer via electronic mail.

Issued:

Effective:

Dominic Schiavone, COO
Grasshopper Group, LLC
197 1st Avenue, Suite 200

INTEREXCHANGE SERVICE

SECTION 2 - RULES AND REGULATIONS

2.7 Disconnection of Service by Carrier

The Company, upon 5 working days written notice to the Customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

2.7.1 If Customer fails to remit by the due date any sum due to carrier for regulated service.

2.7.2 A violation of any regulation governing the service under this tariff.

2.7.3 A violation of any law, rule, or regulation of any government authority having jurisdiction over such service.

2.7.4 Service may be disconnected without notice for tampering with company equipment, for interfering with the service to other customers, for fraud, or in the event of a hazardous condition.

2.8 Disconnection of Service by Customer

The Customer may terminate service at any time upon one (1) day written notice.

2.9 Deposits

The Company does not require a deposit from the Customer.

2.10 Advance Payments

The Company collects initiation fees and monthly recurring charges in advance of the month of usage.

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INTEREXCHANGE SERVICE

SECTION 2 - RULES AND REGULATIONS

2.11 Restoration of Service

The Company will provide or restore the Services when the Customer is in compliance with the provisions of this Tariff and all applicable laws, rules, regulations and policies of pertinent government authorities and the Company determines that the Services can be provided without undue risk to the Company or the Services provided to other Customers of the Company.

2.12 Customer Service and Billing Inquiries

Customer inquiries regarding Service or billing may be made in writing or by calling the toll free number listed below:

Grasshopper Group, LLC
197 1st Avenue, Suite 200
Needham, Massachusetts 02494
Toll-Free: (800) 820-8210

Customers who are dissatisfied with the response to their complaint may contact the Missouri Public Service Commission for resolution of the issues.

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INTEREXCHANGE SERVICE

SECTION 2 - RULES AND REGULATIONS

2.12 Customer Service and Billing Inquiries (Cont'd.)

2.12.1 Company Response to Customer Complaints

The Company shall promptly respond to Customer complaints. The Company shall:

- 2.12.1.A** Receive trouble reports twenty-four (24) hours a day and all other complaints during normal business hours, without toll or any other charge.
- 2.12.1.B** Investigate all Customer complaints fully and promptly.
- 2.12.1.C** Handle all Customer complaints in an efficient and courteous manner.
- 2.12.1.D** Advise a Customer who has exhausted the Company's internal procedures and expresses dissatisfaction with the Company's resolution of the issue of the Customer's right to have the complaint considered and reviewed by the Commission, providing the Commission's address and telephone number for the Customer's convenience.
- 2.12.1.E** Investigate and respond within thirty (30) days to any Customer complaint transmitted by the Commission to the Company, either by letter or by telephone.
- 2.12.1.F** Maintain an accurate record of each Customer complaint, including the complainant's name, the date and nature of the complaint, and its disposition. The record shall be kept for a period of two (2) years following the final settlement or disposition of the complaint.

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INTEREXCHANGE SERVICE**SECTION 2 - RULES AND REGULATIONS****2.13 Other Rules****2.13.1 Regulatory Changes**

The Company reserves the right to discontinue Service, limit Service, or to impose requirements on Customers as required to meet changing regulatory rules and standards of the ICC and the Federal Communications Commission.

2.13.2 Refunds or Credits for Service Outages or Deficiencies

2.13.2.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the Customer, or due to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in Subsection 2.4.1. It shall be the Customer's obligation to notify the Company immediately of any service interruption for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or equipment, if any, furnished by the Customer and connected to the Company's facilities. No refund or credit will be made for the time that the Company stands ready to repair the service and the subscriber does not provide access to the Company for such restoration work.

2.13.2.2 No credit shall be allowed for an interruption of a continuous duration of less than twenty-four hours after the subscriber notifies the Company.

2.13.2.3 The Customer shall be credited for an interruption of more than twenty-four hours as follows:

Credit Formula:

$$\text{Credit} = A/720 \times C$$

"A" - outage time in hours

"B" - each month is considered to have 720 hours

"C" - total monthly charge for affected facility

2.14 Employee Concessions

There are no employee concessions.

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INTEREXCHANGE SERVICE

SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 Timing of Calls

3.1.1 When Billing Charges Begin and End For Phone Calls

The Customer's usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver (i.e. when 2 way communication, often referred to as "conversation time" is possible.). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

3.1.2 Billing Increments

The minimum call duration for billing purposes is 18 seconds for a connected call and calls beyond 18 seconds are billed in 6 second increments.

3.1.3 Per Call Billing Charges

Billing will be rounded up to the nearest penny for each invoice.

3.1.4 Uncompleted Calls

There shall be no charges for uncompleted calls.

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INTEREXCHANGE SERVICE**SECTION 3 - DESCRIPTION OF SERVICE AND RATES****3.2 Calculation of Distance**

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in the NPA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4.

FORMULA:

$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

3.3 Service Offerings**3.3.1 Inbound 800/Toll-Free and Long Distance Service**

Company's Service Plans are offered to business Customers. Each service plan includes at least one toll-free and/or local number, a specified number of minutes of use per month, unlimited extensions and access to all features. Service is provided from presubscribed, dedicated or shared use access lines. Calls are billed in 6 second increments. A monthly recurring service charge applies. Rates for Company's service plans are set forth in Section 4 of this Tariff.

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INTEREXCHANGE SERVICE

SECTION 4 - RATES

4.1 Inbound 800/Toll-Free and Long Distance Service

Rates listed in this tariff are for in-state calls only.

Bundled Plan (100-100,000 minutes) – Monthly charge \$12.00-\$2000.00

Usage above Plan Allowance – \$0.04 to \$0.09 per minute

Activation Fee – \$25.00 (may be waived for certain plans)

4.2 Payment of Calls

4.2.1 Late Payment Charges

A late payment Charge of the lesser of (1) 1.5% per month or (2) the highest amount allowed by law, will be assessed on all unpaid balances more than thirty days old, except that such late payment charge will not be applied to any previously-applied late payment charges. Late payment charges will be assessed without discrimination.

4.3 Special Promotions

The Company will, from time to time, offer special promotions to its customers waiving certain charges, including activation/set-up fees, reduced overage usage rates, and discounted subscription rates

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