

Ch # 14662 \$250.00 added 2/10/2022

The CommLaw Group
1430 Spring Hill Road, Suite 315
Tysons, VA 22102

THE
COMPLIANCE
GROUP

February 10, 2022

RECEIVED

FEB 16 2022

Louisiana Public Service Commission
Attn: Brandon M. Frey, Executive Secretary
602 N. 5th Street, Galvez Building, 12th Floor
Baton Rouge, LA 70802

LA Public Service Commission

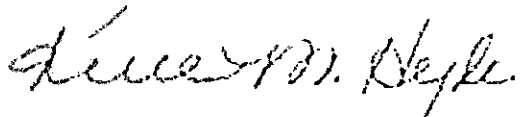
Re: CloudCall, Inc. - VoIP Registration

Attention -

On behalf of our client, Cloud Call, Inc., The *Compliance* Group submits the enclosed VoIP Registration. Included is the filing fee of \$250.00.

Please do not hesitate to contact the undersigned directly with any questions about this report at kmh@compliancegroup.com.

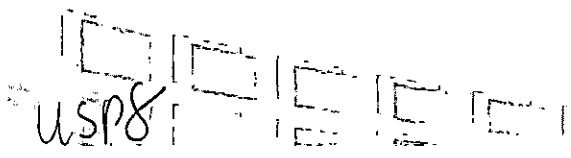
Respectfully Submitted,



Karen Hyde

On behalf of Cloud Call, Inc.

ROUTE TO	<u>Bull</u>	ROUTE FROM:
DEPT. _____	DATE <u>2/14</u>	DEPT. _____
DEPT. _____	DATE _____	DEPT. _____
DEPT. _____	DATE _____	DEPT. _____
DEPT. _____	DATE _____	DEPT. _____



COMPLIANCEGROUP.COM
#22-63735

LOUISIANA PUBLIC SERVICE COMMISSION
 602 North, 5th Street, 12th Floor
 Galvez Building
 Baton Rouge, LA 70802
 Attention: Utilities Division

Date: 2/9/2022

TSP Registration
Utility Classification [X applicable classification(s)]
 Type of Authority Requested.

ILEC	CLEC	LDC/IXC	CMRS	OSP	PSP/ICSP	CAP	VoIP
<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes
<input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> No	<input type="checkbox"/> No

ILEC – Incumbent Local Exchange Carrier
 CMRS – Commercial Mobile Radio Service
 OSP – Operator Service Provider
 VoIP – Voice Over Internet Protocol

CAP – Competitive Access Provider
 LDC/IXC – Long Distance Company / Inter Exchange Carrier
 PSP – Payphone Service Provider
 ICSP – Inmate Calling Service Provider

Application Fee in the amount of \$250 is to accompany the filing.

(General Order No. R-31891, dated March 11, 2014, Section 301.E.)

1.a. The Legal Name of the Business under which the applicant intends to operate:

(General Order No. R-31891, dated March 11, 2014, Section 301.E.1)

CloudCall, Inc.

1.b. Federal Tax Identification No.

98-1104809

1.c. Louisiana Tax Identification No.

Click here to enter text.

1.d. The physical address and telephone number(s) of the applicant [Domicile Address: City/State/Zip Code/Telephone Number (s)]: *(General Order No. R-31891, dated March 11, 2014, Section 301.E.1)*

(Physical Address)

Street Address:	268 Summer St., 6th Floor
City:	Boston
State:	MA
Zip Code:	02210
Telephone No.:	(617) 982-1600
FAX:	Click here to enter text.

(Mailing Address)

Street Address:	268 Summer Street, 6th Floor
City:	Boston
State:	MA
Zip Code:	02210
Telephone No.:	617-982-1600
FAX:	Click here to enter text.

1.e. Names under which the applicant intends to do business - Trade Names / DBAs:*(General Order No. R-31891, dated March 11, 2014, Section 301.E.2)*

Click here to enter text.
Click here to enter text.
Click here to enter text.
Click here to enter text.

2. The name, address and telephone #s of the applicant's principal corporate officers:*(General Order No. R-31891, dated March 11, 2014, Section 301.E.2)***2.a.**

Name of officer:	Simon Cleaver
Title:	CEO
Street Address:	268 Summer Street, 6th Floor
City:	Boston
State:	MA
Zip Code:	02210
Telephone No.:	Click here to enter text.
FAX:	Click here to enter text.

2.b.

Name of officer:	Paul Williams
Title:	CFO
Street Address:	268 Summer Street, 6th Floor
City:	Boston
State:	MA
Zip Code:	02210
Telephone No.:	Click here to enter text.
FAX:	Click here to enter text.

2.c.

Name of officer:	Click here to enter text.
Title:	Click here to enter text.
Street Address:	Click here to enter text.
City:	Click here to enter text.
State:	Click here to enter text.
Zip Code:	Click here to enter text.
Telephone No.:	Click here to enter text.
FAX:	Click here to enter text.

2.d.

Name of officer:	Click here to enter text.
Title:	Click here to enter text.
Street Address:	Click here to enter text.
City:	Click here to enter text.
State:	Click here to enter text.
Zip Code:	Click here to enter text.
Telephone No.:	Click here to enter text.
FAX:	Click here to enter text.

3. If different from two (2) above, please indicate the names, addresses and telephone no.(s) of officers and or employees responsible for Louisiana operations.

3.a.

Name of officer:	Click here to enter text.
Title:	Click here to enter text.
Street Address:	Click here to enter text.
City:	Click here to enter text.
State:	Click here to enter text.
Zip Code:	Click here to enter text.
Telephone No.:	Click here to enter text.
FAX:	Click here to enter text.
E-Mail:	Click here to enter text.

3.b.

Name of officer:	Click here to enter text.
Title:	Click here to enter text.
Street Address:	Click here to enter text.
City:	Click here to enter text.
State:	Click here to enter text.
Zip Code:	Click here to enter text.
Telephone No.:	Click here to enter text.
FAX:	Click here to enter text.
E-mail:	Click here to enter text.

4. Information about the structure of the business organization, and, where applicable, a copy of any articles of incorporation, partnership agreement or by-laws of the applicant. An applicant shall also disclose all affiliate entities offering and/or providing telecommunications services in Louisiana. (Include in Registration as "Attachment A") (General Order No. R-31891, dated March 11, 2014, Section 301.E.5)

5. A certified copy of the applicant's authorization to do business in Louisiana. (Include in Registration as "Attachment B" – Louisiana Secretary of State Certificate) (General Order No. R-31891, dated March 11, 2014, Section 301.E.5)

6. The name, address and telephone number of the applicant's Louisiana agent for service of process: (General Order No. R-31891, dated March 11, 2014, Section 301.E.2)

Agent:	Cogeney Global Inc.
Street Address/P.O. Box	9800 Airline Highway, Suite 105
City:	Baton Rouge
State:	LA
Zip Code:	70816
Telephone No.:	Click here to enter text.
FAX:	Click here to enter text.

7. Documentation demonstrating managerial, financial and technical abilities, including but not limited to, the following:

(a) To demonstrate financial ability, each applicant shall provide a copy of its most recent stockholders annual report and its most recent SEC 10K, or, if the applicant is not publicly

traded, its most recent financial statements. If the applicant does not have separate financial reports, it may submit applicable financial statements of an affiliate with explanation to demonstrate the financial ability of the applicant. (Include in Registration as "Attachment C")

(General Order No. R-31891, dated March 11, 2014, Section 301.E.7.a)

(b) To demonstrate managerial ability, each applicant shall attach a brief description of its history of providing telecommunications services and shall list the geographic areas in which it has been and is currently providing telecommunications services. Newly created applicants shall list the experience of each principal officer in order to show its ability to provide service. (Include in Registration as "Attachment D") *(General Order No. R-31891, dated March 11, 2014, Section 301.E.7.b)*

(c) Technical ability shall be indicated by a description of the applicant's experience in providing telecommunications services, or in the case of newly created companies, the applicant may provide other documentation which supports its technical ability. (Include in Registration as "Attachment E") *(General Order No. R-31891, dated March 11, 2014, Section 301.E.7.c)*

8. A description of the services proposed to be offered, the proposed exact geographic areas in which the services shall be offered and a map thereof. (Include in Registration as "Attachment F") *(General Order No. R-31891, dated March 11, 2014, Section 301.E.8)*

9. Point of Contact to Which Service or Other Customer Complaints Should be Directed:

(General Order 11-16-2014 - The Commission seeks to aid Louisiana consumers in their dealings with TSPs. In order to assist Commission Staff in performing this important function, all TSPs are hereby required to provide Commission Staff with a list of the names and direct telephone numbers of three (3) company representatives that Commission Staff may directly contact during normal business hours.)

rmt@cloudcall.com ; 617 982 1600 then option 2, option 3

Repair and maintenance information, including the name, address and telephone number of a Louisiana contact person responsible for and knowledgeable about the applicant's operations.

(General Order No. R-31891, dated March 11, 2014, Section 301.E.9)

Name #1:	Support Technician
Title:	Technician
Street Address/P.O. Box	268 Summer St., 6th Floor
City / State / Zip Code:	Boston, MA 02210
E-mail Address:	support@cloudcall.com
Telephone Number:	617 982 1600 then option 2, option 1
FAX:	Click here to enter text.

Name #2:	Click here to enter text.
Title:	Click here to enter text.
Street Address/P.O. Box	Click here to enter text.
City / State / Zip Code:	Click here to enter text.
E-mail Address	Click here to enter text.
Telephone Number:	Click here to enter text.

FAX:	Click here to enter text.
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10. A list of other states where the applicant has applied to operate as a telecommunications services provider and/or to offer telecommunications services, a list of other states where the applicant is authorized to operate, and a list of those states which have denied any requested authority. (Include in Registration as "Attachment G") (General Order No. R-31891, dated March 11, 2014, Section 301.E.10.)

11. Illustrative tariffs in compliance with the requirements set forth in Section 401 below. (Include in Registration as "Attachment H") (General Order No. R-31891, dated March 11, 2014, Section 301.E.11) & (General Order 3-11-2014 Section 401 Tariffs / Docket No. R-31891)

All Telecommunication Service Providers (TSP) shall file tariffs with the Commission describing the services offered and the rates charged. Note: for format and content refer to Section 401 of LPSC General Order dated 3-11-2014.

CHECK LIST FOR SUBMISSION OF TARIFFS

A. Has the tariff been submitted on 8½ x 11 sheets, using one side of the paper only? (General Order No. R-31839, dated March 11, 2014, Section 401 C.2.a)

Yes No

B. Is each page numbered successively in the upper right-hand corner and must be marked as either an original or revised page? Example: Original Page, No. 3 or 2nd Revised Page, No. 5, cancels 1st Revised Page, No. 5. (General Order No. R-31839, dated March 11, 2014, Section 401 C.2.b-e)

Yes No

C. Does each page bear the Applicant's name in the upper left-hand corner? (General Order No. R-31839, dated March 11, 2014, Section 401 C.2.c)

Yes No

D. Does each page have the issued date in the upper left-hand corner of the page? (The "issued date" is the date shown on the transmittal letter to the Commission referencing the tariff filing.) (General Order No. R-31839, dated March 11, 2014, Section 401 C.2.f)

Yes No

E. Is the name and title of the issuing officer in the upper left-hand corner of each page? (General Order No. R-31839, dated March 11, 2014, Section 401 C.2.h)

Yes No

F. Does the tariff contain the following information, in the order listed: (General Order No. R-31839, dated March 11, 2014, Section 401 C.2.i)

a. title page identifying the name, address, and telephone number of the Applicant?

Yes No

- b. **A Table of Contents identifying the page location of each section in the tariff? If the tariff is less than 30 pages, the Table of Contents may serve as the subject index for the entire volume.**

Yes No

- c. **A definition of symbols that are used in the tariff? (The definitions must conform with General Order No. R-31839, dated March 11, 2014, Section 401 H.3)**

Yes No

- d. **A definition of technical terms and abbreviations? (The definitions must contain full and concise information as to the meaning of all technical and special terms and abbreviations used in the tariff.)**

Yes No

- e. **A description of rules and regulations? (The Rules and Regulations section must contain all rules, regulations, practices, etc. relative to providing services. The rules must be consistent with the Commission's General Orders.)**

Yes No

- f. **An index with an alphabetical listing of services and the page number on which they may be found?**

Yes No

Questions G-J only apply to those requesting IXC authority

- g. **A description of how a billable call is timed when timing begins and ends, and the method used to make this determination? (General Order No. R-31839, dated March 11, 2014, Section 1)**

Yes No

- h. **A description of how distance is measured for toll rating purposes and the formula used to compute it, as well as what points are used for origination and termination with respect to calculation of distance between them? (General Order No. R-31839, dated March 11, 2014, Section 1)**

Yes No

- i. **A description of how all relevant information pertains to a particular type of service? (General Order No. R-31839, dated March 11, 2014, Section 1)**

Yes No

- j. **A description of the rate schedules, charge for all services, and other data necessary to compute a monthly bill for intrastate service? (General Order No. R-31839, dated March 11, 2014, Section 1)**

Yes No

12. Such other information as the Commission Staff may specifically request of any applicant.

13. Relevant Commission General Orders for TSP Authority (Include the following in the company tariff and indicate the page number on which they may be found.)

- A. NSF Charges: Does Applicant comply with the *General Order dated January 1, 2000* which establishes that the maximum NSF charge allowed is \$20.00? (Applies to all carriers.)

Yes No Page:

- B. Deposits: Does Applicant comply with the *General Order dated September 17, 1991*, which requires that the Applicant pay interest of 5% per annum for customer deposits retained for more than six months? (Applies to all carriers.)

Yes No Page:

- C. Deposits: Does Applicant comply with the *General Order dated September 17, 1991*, which provides that a telecommunications service provider may not collect deposits in excess of 2½ times the average monthly bill? (Applies to all carriers.)

Yes No Page:

- D. Late Charges: Does Applicant comply with the *General Order dated July 12, 1976 and February 20, 1973* which collectively state that: (1) a bill is not considered past due until 20 days after the billing date; (2) that a company may charge a maximum of 5% penalty on a past due amount; and (3) a TSP cannot charge a late fee on a previously unpaid late fee? (Applies to all except CMRS providers.)

Yes No Page:

- E. Challenging the Validity of a Bill: If a provision limits the time that the customer has to challenge the validity of a bill, does the tariff also include a provision regarding the Commission's authority to review billing and charges? (Applies to all carriers.)

Yes No Page:

- F. Disconnection for Nonpayment: *Commission General Order dated July 12, 1976* Paragraph D provides that a customer cannot be disconnected for non-payment until the bill is past due. Once the bill becomes past due, five days written notice must be given prior to disconnection of a customer for nonpayment. Is Applicant in compliance with this Order? (Applies to all except CMRS providers.)

Yes No Page:

- G. When Charges begin and Terminate for Phone Calls: According to the *General Order dated October 23, 1989*, TSPs, together with Alternative Operator Service providers, must provide answer supervision and cannot attempt to collect for busy or unanswered calls. Is Applicant in compliance with this Order? (Does not apply to CMRS or VoIP.)

Yes No Page:

H. **Blocking of 900, 976, and 700 Numbers:** According to the *General Order dated December 5, 1990*, the tariff must provide free blocking of 900, 976, and 700 or informational numbers to any customer requesting same. Is Applicant in compliance with this Order? (Does not apply to CMRS or VoIP.)

Yes No Page:

I. **Governing Law:** All tariffs should state that it is governed and interpreted according to the Laws of Louisiana. Is Applicant in compliance with this Order? (Applies to all carriers.)

Yes No Page:

J. **Rates:** Is Applicant in compliance with the requirement that tariffs include specified rates? (Applies to all except CMRS and non-ETC VoIP providers.)

Yes No ICB: Page:

Checklist below only for those requesting either CLEC or ETC Authority

K. **CLEC Universal Service Requirement:** If the Applicant is a CLEC, does the Applicant furnish all services that are designated as part of Universal Service, as required by Section 501 A of the Local Competition Regulations? The services are as follows: (*General Order No. R-31839, dated March 11, 2014, Section 501 A.1*)

L. **Voice grade access to the public switched network?**

Yes No Page:

M. **Touch tone capability?**

Yes No Page:

N. **White page directory listing (residential and business)?** (*General Order No. R-31839, dated March 11, 2014*)

Yes No Page:

O. **Access to directory assistance (local)?**

Yes No Page:

P. **Directory distribution?** (*General Order No. R-31839, dated March 11, 2014*)

Yes No Page:

Q. **Access to emergency (911) Service?**

Yes No Page:

R. **Access to long distance carriers and operator services?**

S. Access to the telephone relay system? Yes No Page:

Yes No Page:

T. Access to 8xx services? Yes No Page:

Yes No Page:

U. Lifeline rate for eligible customers? (Applies to ETCs offering Lifeline only.)

Yes No Page:

14. Fees & Taxes which "MAY" be applicable to Telecommunication Service Providers

Requirements of Telecommunication Service Providers (TSPs) to Collect and Remit Fees & Surcharges. Additional information regarding applicable surcharges and fees can be obtained by contacting the Louisiana Department of Revenue, Telephone No. (225) 219-7656 or the Louisiana Public Service Commission, Telephone No. (225) 342-4999.

(A.) Inspection and supervision fees; Utility and Carrier Inspection and Supervision Fund.

Louisiana Revised Statutes Title 45 Section 1177. Louisiana Department of Revenue Form R-5197. The Amount of the fee shall be measured by the gross receipts of each public utility from its Louisiana intrastate business.

**Louisiana Department of Revenue
P.O. Box 201
Baton Rouge, LA 70821-0201
Telephone No. (855) 307-3893**

(B.) Telecommunications tax for the Deaf. Louisiana Revised Statutes Title 45 Section 1061. Louisiana Department of Revenue Form R-5702-L

**Louisiana Department of Revenue
Excise Section
P.O. Box 201
Baton Rouge, LA 70821-9201
Tax payer Services Division
Telephone No. (225) 219-7656
Telephone No. (225) 219-2114 (TDD)**

(C.) Relay Administration Board (RAB), Louisiana Public Service Commission Order No. U-17656, dated October 17, 1990 and Louisiana Public Service Commission Order No. U-17656-A. Louisiana Public Service Commission Business & Executive Session Minutes Note: January 16, 2002, the \$0.11 (11 cent) per month line charge fee eliminated.

(D.) Louisiana State Universal Fund. Louisiana Public Service Commission, Order No. R-30480, dated February 9, 2009.

**Fund Administrator Contact Information
LaPorte, Sehart, Romig, & Hand
Town Hall West
10000 Perkins Rowe
Suite 200
Baton Rouge, LA 70810-1797
Telephone No. (225) 296-5150**

15. Reporting Requirements (<http://lpsc.louisiana.gov/teleannualreports.aspx>)

(A.) All Telecommunication Services Providers (TSP) in Louisiana shall file with the Commission annual financial reports. The reports shall include Louisiana income statements, balances sheets, number of customers and access lines served.

(B.) One year from the date of obtaining its Certificate of Authority, and semi-annually thereafter, all Local Exchange Carriers (LECs) shall file with the Commission retail service quality reports as follows in Commission Order; Docket No. R-31300 General Order Dated July 26, 2013:

Commission Complaints per 10,000 access lines for LECs with more than 100,000 access lines; or Commission Complaints per 100 access lines for LECs with less than 100,000 access lines regarding residential telecommunications service.

If the Commission finds as a result of monitoring that the LEC's service quality is substandard as compared to other LECs, the Commission may, after notice and hearing, take action as it deems necessary and proper to assure a desirable level of service quality, including imposing a monetary penalty not exceeding ten thousand dollars (\$10,000) per violation.

Company Type	Report Name	Reference	Reporting Year	Due Date	Contents
TSPs All Carriers	Annual Financial Reports Download Form PDF Format	General Order #2 7- 1-1921 & General Order 6-19- 2012	Calendar Year or Fiscal Year	120 days from then end of the calendar year or fiscal year	Income statement & balance sheet Specific to Louisiana
LECs & CLECs	Service Quality Reports Download Form PDF Format	General Order 3/11/2014 Sections 302.B & 701.J.3	Semi- annually	September 30th & March 31st	Commission Complaints per 10,000 access lines for LECs with more than 100,000 access lines; or Commission Complaints per 100 access lines for LECs with less than 100,000 access lines regarding residential telecom service.

<p>ILECs & CLECs</p>	<p>Local Terminating Traffic Report</p> <p>Download Form PDF Format</p>	<p>General Order 3/11/2014 Section 901.G</p>	<p>Annually</p>	<p>April 1st</p>	<p>ILECs and CLECs shall file reports with the Commission Secretary on April 1st of each year which show, by month, the volume of local terminating traffic delivered to ILECs or CLECs during the previous year.</p>
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ATTACHMENT A

Apostille

(Convention de La Haye du 5 Octobre 1961)

1. Country: United States of America

This public document:

2. has been signed by Jeffrey W. Bullock

3. acting in the capacity of Secretary of State of Delaware

4. bears the seal/stamp of Office of Secretary of State

Certified

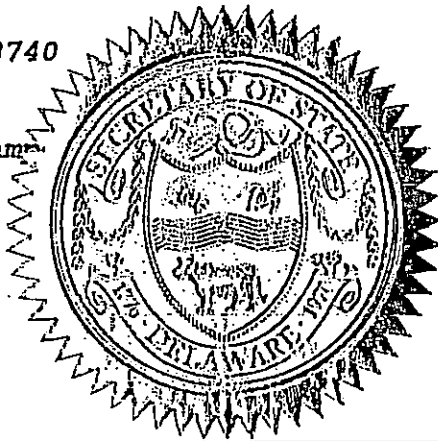
5. at Dover, Delaware

6. the twenty-seventh day of February, A.D. 2013


7. by Secretary of State, Delaware Department of State

8. No. 0488740

9. Seal/Stamp



10. Signature:


Secretary of State

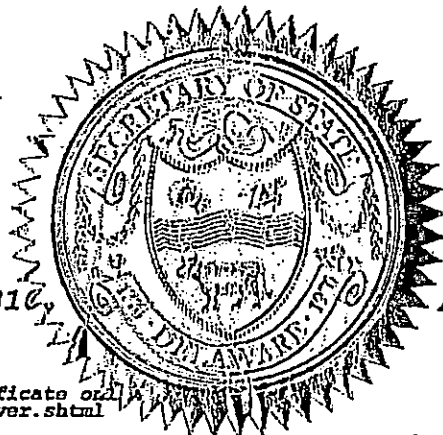
Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "CLOUDCALL INC", FILED IN THIS OFFICE ON THE TWENTY-FIFTH DAY OF FEBRUARY, A.D. 2013, AT 3:32 O'CLOCK P.M.

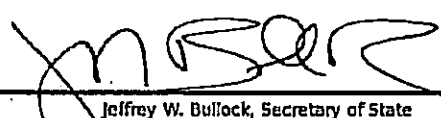
A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.



5294014 816

130224019

You may verify this certificate online at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0240003

DATE: 02-25-13

CERTIFICATE OF INCORPORATION

OF

CLOUDCALL INC

The undersigned, for the purposes of forming a corporation under the laws of the State of Delaware, do make, file and record this Certificate, and do certify that:

FIRST: The name of this corporation is **CLOUDCALL INC**

SECOND: Its Registered Office in the State of Delaware is to be located at 160 Greentree Drive, Suite 101, in the City of Dover, County of Kent, 19904. The Registered Agent in charge thereof is National Registered Agents, Inc.

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of Delaware.

FOURTH: The amount of the total authorized capital stock of the corporation is 75,000, all of which have \$1.00 (one dollar) par value and classified as Common stock.

GRANT PREEMPTIVE RIGHTS

FIFTH: Shareholders shall be entitled as a matter of right to a preemptive right, for a period of thirty days, to subscribe for, purchase or receive any shares of the corporation which it may issue or sell, whether out of the number of shares authorized by the Certificate of Incorporation or by amendment thereof, or out of the shares of the corporation acquired by it after the issuance thereof, any shareholder shall be entitled as a matter of right to purchase or subscribe for or receive any bonds, debentures, or other obligations which the corporation may issue or sell that shall be convertible into or exchangeable for shares, or to which shall be attached or shall appertain to any warrant or warrants or other instrument or instruments that shall confer upon the holder or owner of such obligation the right to subscribe for or purchase from the corporation any shares of any class or classes; and after the expiration of said thirty days, any and all of such shares, rights, bonds, debentures or other obligations which the corporation may have issued, reissued, transferred, or granted by the Board of Directors, as the case may be, to such persons, firms, corporations, and associations, and for such lawful consideration, and on such terms, as the Board of Directors in its discretion may determine.

SIXTH: The name and mailing address of the incorporator are as follows:

NAME
Catherine Botticelli

MAILING ADDRESS
101 Main St., Suite One, Tappan, NY 10983

SEVENTH: The duration of the corporation shall be perpetual.

EIGHTH: When a compromise or arrangement is proposed between the corporation and its creditors or any class of them or between the corporation and its shareholders or any class of them, a court of equity jurisdiction within the state, on application of the corporation or of a creditor or shareholder thereof, or on application of a receiver appointed for the corporation pursuant to the provisions of Section 291 of Title 8 of the Delaware Code or on application of trustees in dissolution or of any receiver or receivers appointed for the corporation pursuant to provisions of Section 279 of Title 8 of the Delaware Code may order a meeting of the creditors or class of creditors or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing 3/4 in value of the creditors or class of creditors, or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of the corporation as a consequence of the compromise or arrangement, the compromise or arrangement and the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the shareholders or class of shareholders and also on the corporation.

NINTH: The personal liability of all of the directors of the corporation is hereby eliminated to the fullest extent allowed as provided by the Delaware General Corporation Law, as the same may be supplemented and amended.

TENTH: The corporation shall, to the fullest extent legally permissible under the provisions of the Delaware General Corporation Law, as the same may be amended and supplemented, indemnify and hold harmless any and all persons whom it shall have power to indemnify under said provisions from and against any and all liabilities (including expenses) imposed upon or reasonably incurred by him in connection with any action, suit or other proceeding in which he may be involved or with which he may be threatened, or other matters referred to in or covered by said provisions both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director or officer of the corporation. Such indemnification provided shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, Agreement or Resolution adopted by the shareholders entitled to vote thereon after notice.

Dated on this 25th day of February, 2013.



Catherine Botticelli, Incorporator

**CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF INCORPORATION
OF
SYNETY, INC.**

Synety, Inc. (the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby certify as follows:

FIRST: That at a meeting of the Board of Directors of the Corporation, resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of the Corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED: That the Certificate of Incorporation of the Corporation be amended by revising Article FIRST thereof, so that, as amended, said Article shall be and read as follows:

FIRST: The name of this corporation is Cloudcall, Inc.

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the sole stockholders of the Corporation was duly called and held, upon notice in accordance with Section 222 of the General Corporation law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

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

IN WITNESS WHEREOF, Synety, Inc. has caused this certificate to be signed and attested to by its duly authorized officer this 1st day of July, 2016.

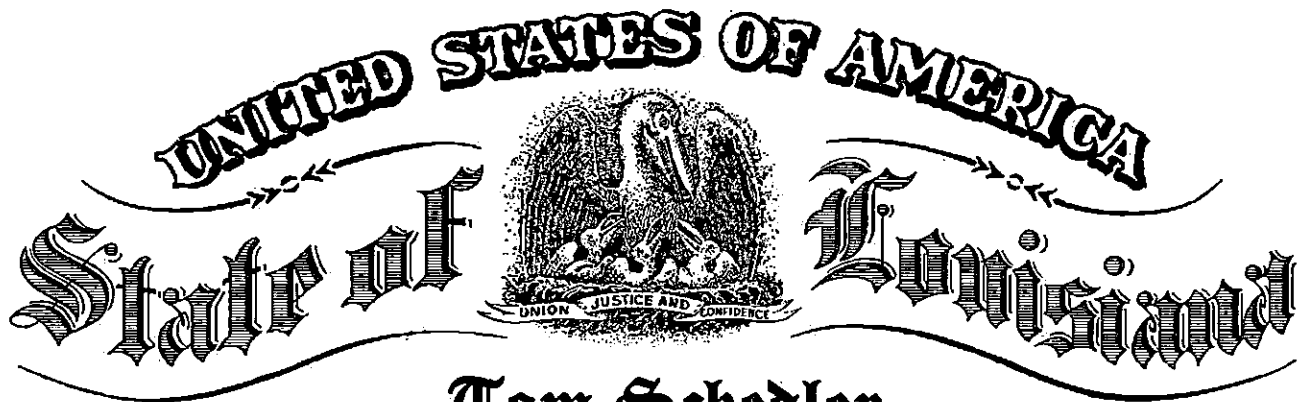
SYNETY, INC.

By: 

Name: Simon Cleaver

Title: Chief Executive Officer

ATTACHMENT B



Tom Schedler
SECRETARY OF STATE

As Secretary of State of the State of Louisiana I do hereby Certify that

the Application Form for Certificate of Authority of

SYNETY, INC.

Domiciled at DOVER, DELAWARE,

Was filed and recorded in this Office on April 02, 2015.

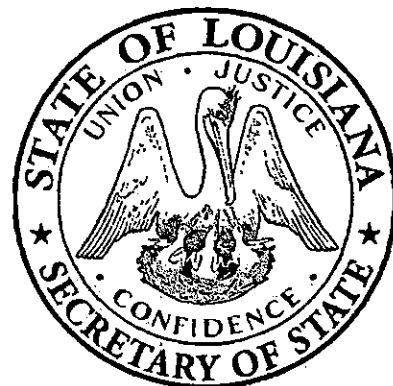
Thus authorizing the corporation to exercise the same powers, rights and privileges accorded similar domestic corporations, subject to the provisions of R. S. 1950, Title 12, Chapter 3, and other applicable laws.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

April 2, 2015

Secretary of State

AL 41842254F



Certificate ID: 10586926#73P83

To validate this certificate, visit the following web site, go to **Business Services, Search for Louisiana Business Filings, Validate a Certificate**, then follow the instructions displayed.
www.sos.la.gov

ATTACHMENT C

Access tools and advice to help your business through COVID-19.

[Go to Xero Central](#)[Dashboard](#)

CloudCall, Inc. - Balance Sheet

Balance Sheet

CloudCall, Inc.
As at 31 December 2020

[Add Summary](#)

31 Dec 2020

Assets

Cash and Cash Equivalents

Operating Account	1,012,687.38
Total Cash and Cash Equivalents	1,012,687.38

Current Assets

Accounts Receivable	945,217.11
Less Provision for Doubtful Debts	(111,014.32)
Deferred Income IFRS 15	(117,695.70)
Escrow for GSA	66,974.35
Petty Cash	19.11
Supplier Prepayments	38,973.71
USAC Account	(25,680.28)
Total Current Assets	796,793.98

Property, Plant and Equipment

Broadband Blade Platform Additions In Year	330,754.75
Broadband Blade Platform Dep'n In Year	(177,526.75)
Office Equipment Addition In Year	137,762.31
Office Equipment Dep'n Charge In Year	(288,359.43)
Office Lease -IFRS 16	262,384.90
SIP IPBX Platform Additions In Year	208,532.20

SIP IPBX Platform Dep'n Charge In Year	(202,973.01)
Total Property, Plant and Equipment	270,574.97
Other Non-current Assets	
Long Term Bonds/Deposits	65,593.12
Total Other Non-current Assets	65,593.12
Total Assets	2,145,649.45

Liabilities and Equity

Liabilities

Current Liabilities

Accounts Payable	186,859.37
Accruals	212,065.07
Cloudcall Group Plc Loan A/c	(90,115.71)
Cloudcall Ltd Inter-Company A/c	3,899,881.53
Cloudcall Ltd Loan A/C	6,604,314.50
Credit Card Payments - Duality	(65,381.91)
Customer prepayments - yearly subscriptions	30,009.76
Deferred Costs IFRS 15	(344,444.56)
Deferred Income MRR	(61,254.15)
IFRS 16 Borrowings - Short Term	92,220.59
Rounding	146.10
Sales Tax	68,568.87
SUSPENCE 2	(2,487.17)
Suspense	54,562.68
Trial Credit Suspense	(35.00)
Wages Control	594.97
Total Current Liabilities	10,585,504.94

Non-Current Liabilities

Investment form Cloudcall Ltd	2.00
Total Non-Current Liabilities	2.00
Total Liabilities	10,585,506.94

Equity

Capital Introduced	220,452.86
Current Year Earnings	(778,289.69)
Retained Earnings	(7,882,020.66)

Total Equity	(8,439,857.49)
Total Liabilities and Equity	2,145,649.45

Access tools and advice to help your business through COVID-19.

[Go to Xero Central](#)[Dashboard](#)

CloudCall, Inc. - Income Statement

Income Statement

CloudCall, Inc.

1 January 2020 to 31 December 2020

[Add Summary](#)

31 Dec 20

Revenue

One Off	417,732.77
Recurring	5,683,789.64
Telco	248,320.81
Total Revenue	6,349,843.22

Less Cost of Sales

ONE OFF - COST	266,469.47
PARTNER COMMISSION PAID	527,391.89
Telco - Cost	321,478.85
Total Cost of Sales	1,115,340.21

Gross Profit**5,234,503.01****Operating Expenses**

ADMIN - BAD DEBTS	85,261.80
ADMIN - DEPRECIATION	318,103.45
ADMIN - Flights	21,248.09
ADMIN - HEAT,LIGHT & POWER	11,147.55
ADMIN - Hire Car	81.58
ADMIN - MANAGEMENT CHARGE	439,197.31
ADMIN - Mileage	231.18
ADMIN - PROFESSIONAL FEES	270,726.68

ADMIN - RATES & INSURANCE	2,226.74
ADMIN - Rent	95,256.51
ADMIN - Staff subsistence & entertaining	20,883.51
ADMIN - STATIONERY	3,251.01
ADMIN - Taxi	1,948.00
ADMIN - TELEPHONE	4,500.61
ADMIN - Train fare	87.75
BANK CHARGES BANK	5,961.05
BANK CHARGES STREAMLINE	241,776.11
Donations	43.91
Exchange Loss/Gain	249,090.56
Franchise, Excise, and other Taxes	70,506.75
General Expenses	16,838.73
Health, Dental, L&D Insurance	216,869.55
Marketing Leads	3,477.26
OFFICE EQUIP - BOSTON OFFICE	9,328.96
OPS - TELEPHONE	1,050.00
OPS - Hire Car	126.88
Overhead - Network Costs	332,224.91
Payroll Processing Fees	73,879.35
Payroll Taxes	252,902.28
Recruitment Costs	181,530.82
SALARIES	2,273,164.61
Salaries- Staff Bonus Scheme	94,431.29
SALES - Hire Car	135.89
SALES - MARKETING.	130,669.65
SALES - Taxi	21.71
SALES - TELEPHONE	8,250.00
Sales Commission	173,551.00
Staff Pension Scheme	75,799.08
SUBSCRIPTIONS - OVERHEAD	35,557.03
TRAVEL & SUBSISTENCE	13,896.69
Total Operating Expenses	5,735,235.84
Operating Income / (Loss)	(500,732.83)
Other Income and Expense	
IFRS 16 Interest/Finance Charge	(15,672.25)

INTEREST ON LOAN A/C	(261,944.61)
Interest Received	60.00
Total Other Income and Expense	(277,556.86)
Net Income / (Loss) before Tax	(778,289.69)
Net Income	(778,289.69)
Total Comprehensive Income	(778,289.69)

ATTACHMENT D

Applicant has the managerial, technical, administrative and operational qualifications necessary to provide the proposed services throughout the state of Louisiana as its proposed service territory. The Applicant operates a national communications company which provides VoIP communications products and services. The Applicant is currently providing VoIP services in the following US states (MA, NH, AK, AL, CA, GA, HI, MN, MO, NE, NV, SD, TN, PA, TX, SD, ND, WA, WY, WI, VT) Applicant is in full compliance with each state Commission as appropriate where registrations require such state commission compliance. The applicant has never had a request for authorization denied by any commission. The applicant has never had authorization revoked in any state by any commission. Management has extensive background in telecommunications throughout the United States as well as Europe and Asia. The principles of the company have a long history of managing class four and class five switches to include fiber optic transmissions lines, interconnections, PSAP routing and interconnecting with Tandem switches Throughout the United States.

ATTACHMENT E

Technical Ability

These key performance indicators below demonstrate management's extensive and long historical background in the telecommunications industry. The management team members and leadership team have extensive years of telecommunications expertise. Applicant thereby demonstrates that it possesses significant managerial and technical experience and expertise along with all qualifications necessary to operate a VoIP telecommunications company in Louisiana.

<u>KPI</u>	<u>Experience years combined</u>
Class 4/5 Routing	77
Class 5 Lucent 5ESS Switch maintenance & operations	10
Nortel DMS Switch maintenance & operations	16
Class 4/5 Lucent Telica Switch maintenance & operations	15
Taqua Switch maintenance & operations	13
Class 4/5 Metaswitch Switch maintenance & operations	11
Broad soft Switch maintenance & operations	10
Outside plant	30
Established SS7 networks	21
Local tandem routes	60
Operator services	60
911 PSAP trunking and routing	60
IXC inter-machine and feature group D trunking and routing	60
VoIP deployment/operations/troubleshooting	70

Issued: February 11, 2022

SYMBOLS

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

D - Deleted or Discontinued Material

I - Change Resulting In A Rate Increase

M - Moved From Another Tariff Location

N - New Material

R - Change Resulting In A Rate Reduction

T - Change In Text Only, No Change In Rate

Issued: February 11, 2022

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 page. 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 pages in effect. Consult the check sheet for sheet currently in effect.

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

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

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 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 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 Louisiana Public Service Commission.

CloudCall, Inc.
Simon Cleaver, CEO
268 Summer St., 6th Floor
Boston, MA 02210

Louisiana Public Service Commission No. 1

Original Page No. 6

Issued: February 11, 2022

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Customer - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Company or Carrier – CloudCall, Inc., unless otherwise clearly indicated by the context.

Commission - The Louisiana Public Service Commission.

Issued: February 11, 2022

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 Louisiana under the 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 Applicability of Tariff

This tariff applies to interconnected VoIP traffic that originates and terminates in the State of Louisiana.

2.3 Billing and Payment

2.3.1 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 will bill Customers consistent with its Customer agreements, either in advance or in arrears, as specified in the Customer's agreement.

Issued: February 11, 2022

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

2.3 Billing and Payment continued

2.3.2 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 ninety (90) 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.

Customers who are dissatisfied with the response to their complaint may contact the Commission for resolution of the issues at:

Louisiana Public Service Commission
602 North Fifth Street, 12th Floor
P.O. Box 91154
Baton Rouge, LA 70821-9154
(225) 342-4999

2.3.3 Company may charge a late payment charge on any amounts unpaid by the due date of the lesser of (1) 5% or (2) the highest amount allowed by law.

2.3.4 Company will send Customer an invoice each month. For Customers that have elected automatic payment via credit card or auto-debit, the Company will bill Customer's credit card or perform the auto-debit on the date payment is due. If the card or auto-debit fails, Company will notify Customer. The second day after the due date, Company will attempt again to process the charge, and, if it fails again, will notify Customer by electronic mail. On the third day after the due date, Company will attempt to process the payment and, if the payment fails, will notify Customer by electronic mail that Customer's service will be suspended. If payment is not received after this notice, Company will temporarily suspend service until payment is received. Company cancels any account that is past due more than ninety (90) days. The Company will not impose any charge for insufficient funds exceeding \$20.

Issued: February 11, 2022

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

2.3 Billing and Payment continued

2.4 Taxes

The quoted rates do not include taxes or other regulatory surcharges. The Company will assess a separate charge on a Customer's bill for state and local taxes and other regulatory surcharges.

2.5 Right to Backbill for Improper Use of the Company's Service

Any person or entity that uses, appropriates or secures the use of service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and where such uses, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's service actually made by Customer.

Issued: February 11, 2022

2.6 Cancellation or Interruption of Services

- 2.6.1** Without incurring liability, the Company may discontinue services, effective immediately after receipt of written notice (Notice shall be deemed received on the fifth business day following mailing of notice.), to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted service under the following conditions:
- (A) For nonpayment of any sum due the Company for more than thirty (30) days after issuance of the bill for the amount due;
 - (B) For violation of any of the provisions of this tariff;
 - (C) For violation of any law, rule, regulation, or policy of any governing authority having jurisdiction over the Company's service; or
 - (D) By reason of any order or decision of a court having competent jurisdiction, public service Commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its service.
- 2.6.2** Without incurring liability, the Company may interrupt the provision of service at any time in order to perform test(s) and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operations so identified are rectified.
- 2.6.3** Service may be discontinued by the Company by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer Authorization Codes, when the Company deems it necessary to take action to prevent unlawful use of its service. The Company may restore service as soon as it can be provided without undue risk.
- 2.6.4** The termination notice process set forth in **Section 2.3.4** provides adequate time intervals for the Customer to prevent termination or disconnect.
- 2.6.5** If, after a termination, the Customer cures any default and requests reinstatement of service, the Company will reinstate such service as quickly as practicable (generally within one business day) and may impose reasonable charges to reinstate service.
-

Issued: February 11, 2022

2.6 Cancellation or Interruption of Services (Cont'd)

2.6.6 If, for any reason, service is interrupted, the Customer will only be charged for the service that was actually used.

2.7 Denial of Access to Service by the Company

The Company expressly retains the right to deny access to service without incurring any liability for any of the following reasons:

2.7.1 Nonpayment of any sum due for service provided hereunder, where the Customer's charges remain unpaid more than ten (10) days following notice of nonpayment from the Company. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to the Customer's last known address;

2.7.2 Customer's acts or omissions that constitute a violation of, or a failure to comply with, any regulation stated in this tariff governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual threatened interference to the Company's operations or its furnishing of service. The Company agrees to give Customer ten (10) days notice of such violation or failure to comply prior to disconnection of service; or

2.7.3 The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or

2.7.4 Failure to pay a previously owed bill by the same Customer at another location.

2.8 Customer's Liability in the Event of Denial of Access to Service by the Company

In the event a Customer's service is disconnected by the Company for any of the reasons stated in **Section 2.7**, the Customer shall be liable for all unpaid charges due and owing to the Company associated with the service.

Issued: February 11, 2022

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

2.9 Reinstitution of Service

The Company will reconnect service upon Customer request as soon as the reason for the Customer's termination is removed. If the Customer seeks reinstatement of Service following denial of service by the Company, the Customer shall pay to the Company prior to the time service is reinstated all accrued and unpaid charges. In addition, Customer may be assessed a \$10.00 reconnection fee to reinstate service. Other than any applicable initiation fees, there will be no charge for the service restoration.

2.10 Interconnection with Other Common Carriers or Interconnected VoIP Providers

The Company reserves the right to interconnect its services with those of any other Common Carrier, Local Exchange Carrier, or interconnected VoIP provider, or alternate access provider of its election, and to utilize such services for the provision of services offered herein.

2.11 Use of Service

Service may be used for any lawful purpose for which it is technically suited.

2.12 Liability of the Company

2.12.1 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 apply even if the Company has been advised of the possibility of such damages.

Issued: February 11, 2022

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

2.12 Liability of the Company (Cont'd)

2.12.2 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.

2.12.3 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, but in any event not more than the sum of two months of the Customer's monthly charges, unless ordered by the Commission.

2.12.4 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: February 11, 2022

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

2.13 Disconnection of Service by Company

The Company, upon five (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:

- 2.13.1** If Customer fails to remit by the due date any sum due to the Company for regulated service.
- 2.13.2** A violation of any regulation governing the service under this tariff.
- 2.13.3** A violation of any law, rule, or regulation of any government authority having jurisdiction over such service.
- 2.13.4** 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.

2.14 Disconnection of Service by Customer

The Customer may terminate service at any time upon thirty (30) days' written notice.

2.15 Deposits

If a Customer elects to pay its invoices in a manner other than by credit card or switches to a method of payment other than credit card, the Company may require a deposit equal to one month of the customer's monthly recurring charges. Company will pay interest at a rate of 5% per annum on all customer deposits retained for a period of more than six (6) months.

Any deposits collected by the Company will not exceed an amount two and a half (2.5) times the Customer's average monthly bill.

2.16 Advance Payments

The Company may collect initiation fees and monthly recurring charges in advance of the month of usage, depending on the terms of its agreement with each Customer.

Issued: February 11, 2022

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

2.17 Applicable Law

This tariff shall be subject to and construed in accordance with Louisiana law.

2.18 Other Rules

2.18.1 The Company reserves the right to validate the credit worthiness of Customers through available verification procedures.

2.18.2 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulations, rules or standards of the Commission.

Issued: February 11, 2022

SECTION 3 - DESCRIPTION OF SERVICE

3.1 Service Offerings

3.1.1 Interconnected VoIP 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 extensions. Service is provided from presubscribed, dedicated or shared use access lines. A monthly recurring service charge applies for unlimited domestic usage. An additional charge is made for various international plans. Rates for Company's service plans are set forth in Section 4 of this Tariff.

SECTION 4 - RATES

4.1 Inbound 800/Toll-Free and Long Distance Service

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

Rates are per minute at a flexible plan.

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 (30) 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 and discounted subscription rates.

Issued: February 11, 2022

SECTION 4- RATES (Cont'd)

4.4 **Special Pricing Arrangements - ICB**

In lieu of the rates otherwise set forth in this tariff, rates and charges, including installation and recurring charges, may be established at negotiated rates on an individual case basis ("ICB"), taking into account such factors as the nature of the services, the costs operation, the volume of traffic commitment, and the length of service commitment by Customer, as long as the rates and charges are not less than Carrier's costs of providing the service. Such arrangements shall be considered special pricing arrangements, the terms of which will be set forth in individual contracts or Customer term agreements. Specialized pricing arrangement rates or changes will be made available to similarly-situated Customers on comparable terms and conditions. Upon reasonable request, Carrier will make the terms of these contracts available to the Commission and its staff for review on a confidential and proprietary basis. The rates will be made a part of this tariff.

Affidavit for Louisiana TSP Registration

CloudCall, Inc.

I am an officer of CloudCall, Inc. and am authorized to make this verification on its behalf. The statements in the foregoing document are true of my own knowledge, except as to matters which are therein stated on information or belief, and as to those matters I believe them to be true. I declare under penalty of perjury that the foregoing is true and correct.

Executed on FEB. 09, 2022



Signature

Chief Executive Officer

Title

STATE OF) MASSACHUSETTS
COUNTY OF) SUFFOLK

On this day of, before me, a notary public personally appeared, JAMES MALONEY (name of person), the CRO (title) of CloudCall, Inc., to me known to be the identical person named in and who executed this Affidavit, and acknowledged that he/she executed it as the voluntary act and deed of the person and of the Company.

Witness my hand and official seal.



Notary Public

My Commission Expires:

