

5-35878
2-8-2021

Attachment A

Electronic Articles of Organization For Florida Limited Liability Company

Article I

The name of the Limited Liability Company is:

IP HORIZON LLC

Article II

The street address of the principal office of the Limited Liability Company is:

7700 Congress Avenue
Suite 3214
Boca Raton, FL 33487

The mailing address of the Limited Liability Company is:

7700 Congress Avenue
Suite 3214
Boca Raton, FL 33487

Article III

The name and Florida street address of the registered agent is:

HFA Holdings LLC
7700 Congress Avenue
Suite 3214
Boca Raton, FL 33487

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: Michael Halperin

Article IV

The name and address of person(s) authorized to manage LLC:

Title: MBR
HFA Holdings LLC
7700 Congress Avenue
Suite 3214
Boca Raton, FL 33487

Article V

The effective date for this Limited Liability Company shall be:

06/01/2020

Signature of member or an authorized representative

Electronic Signature: Michael Halperin

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

Attachment B

R. Kyle Ardoin
SECRETARY OF STATE

State of Louisiana
Secretary of State



COMMERCIAL DIVISION
225.925.4704

10/09/2020

Administrative Services

225.932.5317 Fax

Corporations

225.932.5314 Fax

Uniform Commercial Code

225.932.5318 Fax

ONLINE FILING
info@iphorizon.com

IP HORIZON LLC

It has been a pleasure to approve and place on file your application for certificate of authority. The appropriate evidence is attached for your files.

Payment of the filing fee is acknowledged by this letter.

In addition to email and text notifications, business owners now have the option to enroll in our secured business filings (SBF) service. This service is available online, at no charge, by filing a notarized affidavit. Upon enrollment, an amendment cannot be made to your entity without approval using your personal identification number. This is another way to protect your business from fraud and identity theft.

Please note that as of January 1, 2018, business owners in the following parishes will be required to file all available business documents online through geauxBIZ: Ascension, Bossier, Caddo, Calcasieu, East Baton Rouge, Jefferson, Lafayette, Livingston, Orleans, Ouachita, Rapides, St. Tammany, Tangipahoa and Terrebonne.

Online filing options are available if changes are necessary to your registration or if you need to file an annual report. Please visit our website at **GeauxBiz.com** for your future business needs.

Sincerely,

The Commercial Division
WEB



R. Kyle Ardoin
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

IP HORIZON LLC

Domiciled at BOCA RATON, FLORIDA,

Was filed and recorded in this Office on October 09, 2020.

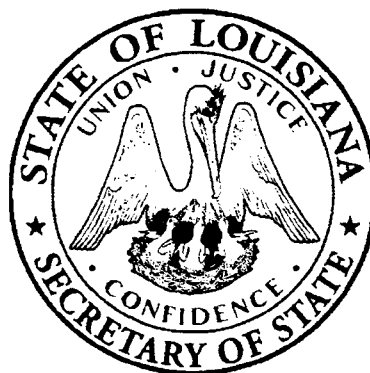
Thus authorizing the limited liability company to exercise the same rights and privileges accorded similar domestic limited liability companies, subject to the provisions of R. S. Title 12, Chapter 22, Part VIII.

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,

October 9, 2020

Secretary of State

WEB 44107697Q



Certificate ID: 11283431#E5D52

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

R. Kyle Ardoin
SECRETARY OF STATE

State of Louisiana
Secretary of State



October 9, 2020

COMMERCIAL DIVISION
225.925.4704

Administrative Services

225.932.5317 Fax

Corporations

225.932.5314 Fax

Uniform Commercial Code

225.932.5318 Fax

The attached document of IP HORIZON LLC was received and filed on October 09, 2020.

WEB 44107697Q

**APPLICATION FOR AUTHORITY
TO TRANSACT BUSINESS IN LOUISIANA**

(R.S. 12:1345)

This Company is For:

BUSINESS

Limited Liability Company Name:

IP HORIZON LLC

Previous Company Name:

Date of Organization:

01/29/2018

Period of Duration:

PERPETUAL

Principal office address in state or country of incorporation/organization:

7700 CONGRESS AVE STE 3214
BOCA RATON, FL, 33487

Principal business office address:

7700 CONGRESS AVE STE 3214
BOCA RATON, FL, 33487

Principal business establishment in Louisiana:

3867 PLAZA TOWER DR., 1ST FLOOR
BATON ROUGE, LA, 70816

Registered office address in Louisiana:

3867 PLAZA TOWER DR., 1ST FLOOR
BATON ROUGE, LA, 70816

Mailing Address:

2865 SUNRISE BLVD STE 220
RANCHO CORDOVA , CA, 95742

Registered agent's name and address in Louisiana:

INCRP SERVICES, INC.
3867 PLAZA TOWER DR., 1ST FLOOR
BATON ROUGE, LA, 70816

The name and municipal address (not a P.O. Box only) of the managers or members:

MIKE HALPERIN (MEMBER)
7700 CONGRESS AVE STE 3214
BOCA RATON, FL, 33487

Nature of Business to be transacted in Louisiana:

VOICE OVER INTERNET PROTOCOL

The filing of a false public record, with the knowledge of its falsity, is a crime, subjecting the filer to fine or imprisonment or both under R.S. 14:133.

BY TYPING MY NAME BELOW, I HEREBY CERTIFY THAT I AM A MEMBER/MANAGER.

ELECTRONIC SIGNATURE: MIKE HALPERIN (10/9/2020)

TITLE: MEMBER

State of Florida

Department of State

I certify from the records of this office that IP HORIZON LLC is a limited liability company organized under the laws of the State of Florida, filed on January 29, 2018, effective January 29, 2018.

The document number of this limited liability company is L18000025812.

I further certify that said limited liability company has paid all fees due this office through December 31, 2020, that its most recent annual report was filed on January 17, 2020, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Sixteenth day of July, 2020*



Randy Be
Secretary of State

Tracking Number: 2483408754CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

SECRETARY OF STATE



Agent Affidavit and Acknowledgement of Acceptance

Charter Number: 44107697Q

Charter Name: IP HORIZON LLC

The agent / agents listed below accept the appointment of registered agent for and on behalf of the Charter Name above.

Date Responded Agent(s)

10/09/2020 INCORP SERVICES, INC.

Agent(s) Electronic Signature

JOANNA FERNANDEZ ON BEHALF OF INCORP
SERVICES, INC.

Attachment C

**IP Horizon LLC
Balance Sheet**

	2021	2022	2023
ASSETS			
Cash	\$ 135,000	\$ 140,000	\$ 185,000
Accounts Receivable	40,000	45,000	115,000
Total Current Assets	<u>175,000</u>	<u>185,000</u>	<u>300,000</u>
Other Assets	45,000	90,000	180,000
Total Non Current Assets	<u>45,000</u>	<u>90,000</u>	<u>180,000</u>
Total Assets	<u><u>\$ 220,000</u></u>	<u><u>\$ 275,000</u></u>	<u><u>\$ 480,000</u></u>
LIABILITIES & EQUITY			
Accounts Payable	\$ 65,000	\$ 50,000	\$ 105,000
Other Current Liabilities	40,525	77,628	135,151
Total Current Liabilities	<u>105,525</u>	<u>127,628</u>	<u>240,151</u>
Total Liabilities	<u>105,525</u>	<u>127,628</u>	<u>240,151</u>
Capital Stock	100,000	100,000	100,000
Cash Dividends Declared	-	-	-
RETAINED EARNINGS	-	14,475	47,372
Retained Earnings-Current Year	14,475	32,897	92,477
Equity Distributions	<u>-</u>	<u>-</u>	<u>-</u>
Total Equity	<u>114,475</u>	<u>147,372</u>	<u>239,849</u>
Total Liabilities and Equity	<u><u>\$ 220,000</u></u>	<u><u>\$ 275,000</u></u>	<u><u>\$ 480,000</u></u>

Attachment D

KEY PERSONNEL AT IP HORIZON

Michael Halperin. Chief Executive Officer. Michael Halperin has spent almost 20 years in the industries of telecommunications and finance. His days in the world of telecommunications started in 1997 at Brown University where he wrote software to speak between computers utilizing headsets and high speed internet.

Next, Mike took the technology and morphed it in to a retail business offering in the south Florida market selling internet, phone systems and service to active businesses. Eventually, Mike moved in to the wholesale Voice over Internet Protocol (“VOIP”) space, in addition to the retail world and developed V1 VOIP LLC as a nationwide VOIP offering.

At the same time, Michael began working at Merrill Lynch in Boca Raton, Florida building out a wealth management practice. Over the last 18 years, Mike was promoted to the Private Banking and Investment Group overseeing clients that have an estimated liquid net worth of \$10mm and above. Currently, Mike manages a the team that oversees more than \$1.25bln worth of assets and liabilities and has been named to the Forbes Best in State Wealth Advisor listings for 2018 and 2019.

Jim Beausoleil. Chief Financial Officer. Mr. Beausoleil has 15 years of experience as a Chief Financial Officer at O1 Communications, Inc., a competitive local exchange carrier (CLEC) and long distance carrier operating in California. Before that, Mr. Beausoleil served as Chief Financial Officer/Wholesale Implementation at Wachovia Small Business Capital, Financial Planning Manager at Wachovia and a Financial Analyst. Mr. Beausoleil also has public accounting experience, working as a Staff Auditor for the state of California and Senior Accountant at an accounting firm now known as Moss Adams.

Brian Stone. Director of Technology. Brian has over 20 years of experience in the telecommunications industry working in almost every aspect of the business. Having been a support technician, network engineer, Routing Engineer, CTO, CEO, COO, and Technology consultant; this gives Brian a unique understanding of telecom technology at multiple levels.

Brian started in the telecom space as a support technician with a multistate CLEC (One Star Communications), and a routing and network engineer for Powernet Global. He transitioned into the Senior Sales Engineer and SME for Veraz, helping design and project manage deployments for companies such as AT&T and TNZI. Became the CTO for a Telaris Communications to build out their network and manage all Development. Brian then built up a Service Provider as the CEO taking it from 0 to 2.5 million a year in less than 18 months and merged with another carrier to become the COO focused on operations and development. Across most of these years Brian was also performing as a Technology Consulting Adviser to many different carriers like Fusion Telecom and Cincy Bell, and Technology companies like SIP Nav and Hungry Tech. Brian’s experience allows him to understand how to deploy large networks, deploy cutting edge technology, integrate to existing and future systems, and understand the support of these technologies at all levels.

Michel Singer Nelson. Counsel and Vice President of Regulatory Affairs. Ms. Singer Nelson has 24 years of experience as an attorney in telecommunications, including positions at AT&T, MCI, 360networks and OI Communications. Beginning in telecommunications in 1996, just after the passage of the federal Telecommunications Act, Ms. Singer Nelson's focus has been on negotiating and arbitrating agreements between carriers, matters involving the compensation paid between carriers for the use of each other's networks, state, federal and local regulatory and telecommunications tax compliance and regulatory litigation, including rulemakings and adversary proceedings. Before entering the telecommunications market, for 6 years, Ms. Singer Nelson worked as an associate attorney at two different private law firms in Denver, addressing primarily employment and insurance law issues.

James Mertz. Vice President of Industry Affairs. Mr. Mertz has 40 years of experience in telecommunications, serving in a variety of roles at AT&T, KMC Telecom, Hypercube Telecom, Pac-West Telecom and OI Communications. The majority of Mr. Mertz' telecommunications career has been working in the Government Affairs and Finance organizations of the companies for which he worked. Mr. Mertz has extensive knowledge of and experience with access service costing and pricing, interconnection agreement negotiation, adoption and implementation and telecommunications tariffs and has testified before numerous state public utility commission and courts on telecommunications regulatory and public policy issues.

Attachment E

TECHNICAL EXPERTISE

Michael Halperin
Chief Executive Officer
IP Horizon
7700 Congress Ave., Suite 3214
Boca Raton, FL 33487

Michael Halperin has spent almost 20 years in the industries of telecommunications and finance. His days in the world of telecommunications started in 1997 at Brown University where he wrote software to speak between computers utilizing headsets and high speed internet.

Next, Mike took the technology and morphed it in to a retail business offering in the south Florida market selling internet, phone systems and service to active businesses. Eventually, Mike moved in to the wholesale Voice over Internet Protocol (“VOIP”) space, in addition to the retail world and developed V1 VOIP LLC as a nationwide VOIP offering.

At the same time, Michael began working at Merrill Lynch in Boca Raton, Florida building out a wealth management practice. Over the last 18 years, Mike was promoted to the Private Banking and Investment Group overseeing clients that have an estimated liquid net worth of \$10mm and above. Currently, Mike manages a team that oversees more than \$1.25bln worth of assets and liabilities and has been named to the Forbes Best in State Wealth Advisor listings for 2018 and 2019.

Brian Stone
Director of Technology
IP Horizon
7700 Congress Ave., Suite 3214
Boca Raton, FL 33487

Brian Stone currently serves as IP Horizon’s Director of Technology. Brian has over 20 years of experience in the telecommunications industry working in almost every aspect of the business. Having been a support technician, network engineer, Routing Engineer, CTO, CEO, COO, and Technology consultant; this gives Brian a unique understanding of telecom technology at multiple levels.

Brian started in the telecom space as a support technician with a multistate CLEC (One Star Communications), and a routing and network engineer for Powernet Global. He transitioned into the Senior Sales Engineer and SME for Veraz, helping design and project manage deployments for companies such as AT&T and TNZI. Became the CTO for a Telaris Communications to build out their network and manage all Development. Brian then built up a Service Provider as the CEO taking it from 0 to 2.5 million a year in less than 18 months and merged with another carrier to become the COO focused on operations and development. Across most of these years

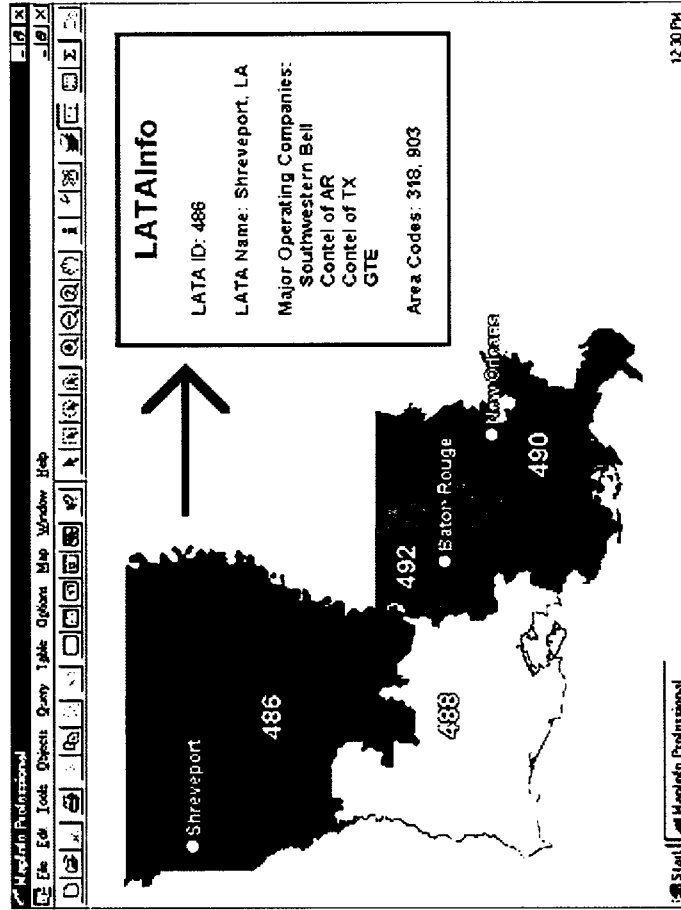
Brian was also performing as a Technology Consulting Adviser to many different carriers like Fusion Telecom and Cincy Bell, and Technology companies like SIP Nav and Hungry Tech. Brian's experience allows him to understand how to deploy large networks, deploy cutting edge technology, integrate to existing and future systems, and understand the support of these technologies at all levels.

Nathan Lighthouse
Network Operations Manager
IP Horizon
2865 Sunrise Ave., Suite 220
Rancho Cordova, CA 95742

Nathan Lighthouse spent the last 17 years as a telecommunications network engineer working in a variety of positions at competitive local exchange carrier (CLEC) and long distance provider O1 Communications, Inc. Once IP Horizon begins to provide services, Nathan will be employed by IP Horizon to manage IP Horizon's Network Operations.

Nathan's experience started in 2002 as a Network Operations Technician, who responded to customer calls and created tickets on repair issues, troubleshoot circuit repair issues, monitored customer circuits and worked with field service providers on installation and repair issues. Nathan next worked as the Assistant Manager, Network Operations. In that capacity, Nathan supervised all network operations personnel and processes, trained personnel, evaluated employee performance and managed technical relationships between O1 and customers and other carriers. Nathan also served in the position of Voice Engineer, managing and maintaining O1's equipment, managing capacity of equipment, including augmentations and installation of additional trunking, and training other engineers on the equipment that he managed. He was promoted to Senior Voice Engineer and continued to manage and maintain equipment and network capacity, installed new equipment and moved equipment at remote sites and supervised other engineers. In his latest capacity, in addition to his supervisory roles, Nathan monitored and designed O1's network to maintain the best possible uptime on the network. Nathan also designed and deployed expanded network operations into new areas and audited circuit costs, contracts and negotiated optimal terms with O1's vendors.

Attachment F



Attachment G

IP Horizon LLC
7700 Congress Blvd
Ste 3214
Boca Raton, FL 33487

Louisiana Public Services Commission Tariff No. 1
Original Page No. 1

IP Horizon LLC

LOUISIANA INTERCONNECTED VOIP TARIFF

This tariff contains the rates, terms, and conditions applicable to Interconnected Voice Over Internet Protocol (VoIP) Services provided by IP Horizon LLC, with principal offices at 7700 Congress Blvd, Suite 3214 Boca Raton, FL 33487.

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

Issued: February 1, 2021

Effective:

Issued by: Michel Singer Nelson
IP Horizon LLC
7700 Congress Ave, Suite 3214
Boca Raton, FL 33487

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	Revision	Page	Revision
1	Original		
2	Original		
3	Original		
4	Original		
5	Original		
6	Original		
7	Original		
8	Original		
9	Original		
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		

* - indicates those pages includes with this filing

Issued: February 1, 2021

Effective:

Issued by: Michel Singer Nelson
IP Horizon LLC
7700 Congress Ave, Suite 3214
Boca Raton, FL 33487

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Issued: February 1, 2021

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SYMBOLS

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

C -To signify Changed Regulation

D - Delete or Discontinue

I- Change Resulting in an Increase to a rate

M - Moved from Another Tariff Location

N-New

R - Change Resulting in Reduction to a rate

S - Matter Appearing Elsewhere or Repeated for Clarification

T-Change in Text But No Change to Rate or Charge

V - Signifies Vintage Tariff

Z - Correction

Issued: February 1, 2021

Effective:

Issued by: Michel Singer Nelson
IP Horizon LLC
7700 Congress Ave. Suite 3214
Boca Raton, FL 33487

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).1.

D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new 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.

Issued:

Effective:

Issued by: Michel Singer Nelson
IP Horizon LLC
7700 Congress Ave, Suite 3214
Boca Raton, FL 33487

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 – IP Horizon LLC, unless otherwise clearly indicated by the context.

Day - From 6:00 AM up to but not including 6:00 PM Pacific Time Monday through Friday.

Commission - The Louisiana Public Service Commission.

Holidays - The Company observes the following holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purposed of rating calls where applicable.

Issued:

Effective:

Issued by: Michel Singer
Nelson
IP Horizon LLC
7700 Congress Ave, Suite 3214
Boca Raton, FL 33487

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 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 telephone calls which originate and terminate 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:

Effective:

Issued by: Michel Singer Nelson
IP Horizon LLC
7700 Congress Ave, Suite 3214
Boca Raton, FL 33487

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 temporary 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:

Effective:

Issued by: Michel Singer Nelson
IP Horizon LLC
7700 Congress Ave, Suite 3214
Boca Raton, FL 33487

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 which 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

Effective:

Issued by: Michel Singer Nelson
IP Horizon LLC
7700 Congress Ave. Suite 3214
Boca Raton, FL 33487

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

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:

Effective:

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IP Horizon LLC
7700 Congress Ave, Suite 3214
Boca Raton, FL 33487

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

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:

Effective:

Issued by: Michel Singer Nelson
IP Horizon LLC
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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 reinstitution of Service following denial of service by the Company, the Customer shall pay to the Company prior to the time service is reinstituted all accrued and unpaid charges. In addition, Customer may be assessed a \$10.00 reconnection fee to reinstitute 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 even if the Company has been advised of the possibility of such damages.

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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.

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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 carrier 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

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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.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Service Offerings

3.1.1 Direct Inward Dial (DID) Service

Direct Inward Dial (DID) Service

- (A) DID service provides an End User with a voice grade telephonic communications trunk channel to receive incoming voice or data calls to local telephone numbers assigned to the End User. DID Service does not provide a line-side connection. DID Service transmits the dialed digits for all incoming calls, allowing the End User's incoming calls to be routed as required by the End User to the End User's designated equipment. Charges for DID capability and DID number blocks may apply in addition to charges specified for private lines, and other charges that may apply in order to deliver incoming calls to the End User's designated equipment, depending upon End User location and subject to the availability of facilities.
- (B) In order to efficiently manage its numbering resources, the Company, at its sole discretion, reserves the right to limit the quantity of DID number blocks an End User may obtain. Requests for 30 or more DID number blocks must be provided to the Company in writing no less than five (5) months prior to activation. In addition, the Company reserves the right to review vacant DID station or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers. The Company also reserves the right to provision service based upon the availability of facilities and equipment necessary to support the End User's specific service requirements; additional charges shall apply where the Company provides service to End Users requiring such additional facilities or equipment.
- (C) The End User has no property right to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such number, or both, assigned to the End User, where the Company deems it necessary to do so in the conduct of its business.
- (D) For special situations, rates for DID Services will be determined on an Individual Case Basis (ICB) and specified by contract between the Company and the End User.

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- (E) End User will not arrange to receive traffic through toll free (8XX) dialing, or traffic typically subject to reverse billing treatment by any means, including but not limited to mapping to any Carrier Identification Codes (CIC), mapping to or in conjunction with any Company's DID numbers that utilize the Company's network, or use any other routing method that may cause the originating telephone company to bill the Company for the origination of such traffic without the written consent of the Company. An End User transmitting or routing such prohibited traffic without written consent of the Company may be subject to immediate discontinuance of its service or service arrangements without advance notice, and End User shall be liable for any charges billed to Company due to such transmission or routing.

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SECTION 4 - RATES

4.1 Monthly Recurring Rate per TN: \$1.00

4.2 Usage Charges: up to \$0.01 per minute of use

4.3 Payment

4.3.1 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.

4.4 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.

4.5 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.

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