CK# 2102 \$750 RECEIVED

MAR 0 6 2025



LA Public Service Commission

February 27, 2025

Executive Secretary Louisiana Public Service Commission 602 North Fifth Street Galvez Building, 12th Floor Baton Rouge, Louisiana 70802

Re: The Technology Opportunity Group, Ltd-Registration as a VoIP Provider

Dear Executive Secretary:

Enclosed please find for filing one original and two (2) copies of The Technology Opportunity Group, Ltd.'s Petition for Authority to Operate as a VoIP Provider within the State of Louisiana, along with a check in the amount of \$250 for the filing fee.

Please note that Exhibit D to the application, financial statements, contain confidential and proprietary information, and Applicant hereby respectfully requests confidential treatment of such information. One copy of the financial statements is being filed herewith in a separate sealed envelope marked "CONFIDENTIAL".

I have enclosed an extra copy of this letter to be date stamped and returned to me in the enclosed self-addressed postage-prepaid envelope. If you have any questions or need additional information, please let us know.

Respectfully submitted,

Mark Lammert Attorney-in-Fact

Compliance Solutions, Inc.

Consultant for The Technology Opportunity Group, Ltd



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ROUTE TO ROUTE FROM

DEPT. Bulletin DATE 3/6 DEPT.

DEPT. DATE DEPT.

DEPT. DATE DEPT.

DEPT. DATE DEPT.

LOUISIANA PUBLIC SERVICE COMMISSION

In the Matter of the Petition of THE)
TECHNOLOGY OPPORTUNITY)
GROUP, LTD DBA SOLEX for Authority)
to Operate as a VoIP Provider within the)
State of Louisiana)

PETITION FOR AUTHORITY TO OPERATE AS VOIP PROVIDER

THE TECHNOLOGY OPPORTUNITY GROUP, LTD DBA SOLEX, (hereinafter "SOLEX" or "Petitioner"), pursuant to Louisiana Public Service Commission ("Commission") Rules for the Provision of Intrastate Telecommunications Services, hereby petitions the Commission for Authority to Operate as a VoIP Provider, authorizing Petitioner to resell VoIP services within the State of Louisiana. In support of its Petition, Solex provides the following information:

I.

The legal name of the petitioner is THE TECHNOLOGY OPPORTUNITY GROUP, LTD DBA SOLEX.

II.

The address and telephone number of the petitioner is as follows:

THE TECHNOLOGY OPPORTUNITY GROUP, LTD DBA SOLEX
119 Pondfield Rd W
Bronxville, NY, 10708
Phone: (800) 361-2941

III.

The name and address of petitioner's corporate officers are as follows:

Thomas McCrosson, CEO

Physical Address: 119 Pondfield Rd W, Bronxville, NY, 10708

Mailing Address: PO Box 103, Bronxville, NY, 10708

At this time, Petitioner has no local office. Rita Lecaros is responsible for Louisiana operations.

Ms. Lecaros contact information is as follows:

Email: rlecaros@solexp.com

Phone: (862) 351-2073

IV.

Petitioner is a company that was organized in the state of New York on October 18, 2000.

A copy of petitioner's articles of incorporation are attached hereto as **Exhibit A.** A certified copy

of petitioner's authority to transact business in Louisiana is attached hereto as Exhibit B.

Petitioner has no affiliates offering and/or providing telecommunications services in the State of

Louisiana.

V.

The title and telephone number of the individual who is to serve as a liaison with the

Commission is:

Mark Lammert, Attorney-in-Fact Compliance Solutions, Inc. 242 Rangeline Rd.

Longwood, FL 32750

Phone: (407) 794-3488 Fax: (407) 260-1033

Email: regulatory@csilongwood.com

A copy of petitioner's intrastate tariff, including the terms of service and current rates, is attached hereto as **Exhibit C**.

VII.

Petitioner is financially prepared to provide the services proposed in its tariff, as evidenced by its financial statements, a copy of which is attached in a separately sealed envelope marked "CONFIDENTIAL," as **Exhibit D.**

VIII.

Solex will resell VoIP telecommunications services through their underlying carrier. Upon approval, Solex intends to provide VoIP services and ancillary service features. Its services will be available twenty-four hours a day, seven days a week to customers within the geographic boundaries of the State of Louisiana.

IX.

Petitioner possesses the experience to support the services to be offered as set forth in the resumes of its key management personnel, which are attached hereto as **Exhibit E.**

X.

Petitioner also has authority to operate as a VoIP provider in the state of Indiana and Missouri.

They also operate in several states where no registration is required by VoIP providers. No state has denied any requested authority.

The registered service of process agent for the petitioner is as follows:

Corporation Service Company 450 Laurel Street, 8th Floor Baton Rouge, LA 70801

XII.

Solex submits the following arguments to demonstrate that the public interest will be served by the approval of this Petition:

Grant of this petition will further the public interest by expanding the availability of competitive telecommunications services in the state. In addition, intrastate offering of these services is in the public interest because the services will provide customers with access to new technologies and service choices and can permit customers to achieve increased efficiencies and cost savings. Petitioner's entry into the telecommunications services market thereby will enhance the telecommunications infrastructure in the state and will facilitate economic development.

In particular, the public will benefit directly through the use of the competitive services to be offered by petitioner, and indirectly because the presence of petitioner in this market will increase the incentives for other providers to operate more efficiently, offer more innovative services, reduce their prices, and improve their quality of service.

Wherefore, Petitioner requests that the Commission grant its petition for authority to Operate as a VoIP Reseller within the State of Louisiana.

Respectfully Submitted:

Mark Lammert, Attorney-in-Fact

Compliance Solutions, Inc.

242 Rangeline Rd.

Longwood, FL 32750

Phone: (407) 794-3488

Fax: (407) 260-1033

Email: regulatory@csilongwood.com

Consultant for The Technology Opportunity Group, Ltd. Dba Solex

VERIFICATION

I, Paul Burton, do verify on behalf of the Petitioner, that the corporation will comply with and abide by the Commission guidelines presently in effect or otherwise adopted in the future.

Thomas McCrosson, CEO

LIST OF EXHIBITS

- EXHIBIT A CERTIFICATE OF INCORPORATION
- EXHIBIT B AUTHORITY TO TRANSACT BUSINESS
- EXHIBIT C PROPOSED INITIAL TARIFF
- EXHIBIT D FINANCIAL STATEMENTS
- EXHIBIT E MANAGEMENT EXPERIENCE

EXHIBIT A - CERTIFICATE OF INCORPORATION

See Attached

STATE OF NEW YORK

DEPARTMENT OF STATE

Certificate of Status

I, WALTER T. MOSLEY, Secretary of State of the State of New York and custodian of the records required by law to be filed in my office, do hereby certify that upon a diligent examination of the records of the Department of State, as of the date and time of this certificate, the following entity information is reflected:

Entity Name:

THE TECHNOLOGY OPPORTUNITY GROUP LTD.

DOS ID Number:

2564568

Entity Type:

DOMESTIC BUSINESS CORPORATION

Entity Status:

EXISTING

Date of Initial Filing with DOS:

10/18/2000

Statement Status:

CURRENT

Statement Due Date:

10/31/2026

I certify that the following is a list of documents on file in the Department of State for said entity:

Document Type:

CERTIFICATE OF INCORPORATION

Date of Filing:

10/18/2000

Entity Name:

TECHNOLOGY OPPORTUNITIES UNLIMITED INC.

Document Type:

CERTIFICATE OF AMENDMENT

Date of Filing:

10/27/2000

Name Changed To:

THE TECHNOLOGY OPPORTUNITY GROUP LTD.

Document Type:

BIENNIAL STATEMENT

Date of Filing:

01/28/2011

Effective Date:

10/01/2010

Page 1 of 2

Document Type:

BIENNIAL STATEMENT

Date of Filing:

11/17/2014

Effective Date:

10/01/2014

Document Type:

BIENNIAL STATEMENT

Date of Filing:

05/28/2024

No information is available from this office regarding the financial condition, business activity or practices of this entity.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on May 28, 2024 at 03:28 P.M.

WALTER T. MOSLEY Secretary of State

Brandon C. Heyles

BRENDAN C. HUGHES
Executive Deputy Secretary of State

Authentication Number: 100005805129 To Verify the authenticity of this document you may access the Division of Corporation's Document Authentication Website at http://ecorp.dos.ny.gov

EXHIBIT B – AUTHORITY TO TRANSACT BUSINESS

See Attached



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

THE TECHNOLOGY OPPORTUNITY GROUP LTD.

Domiciled at BRONXVILLE, NEW YORK,

Was filed and recorded in this Office on May 29, 2024.

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,

May 29, 2024

Certificate ID: 11889504#Q8Q83

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

Cecretary of State

WEB 45956177F

EXHIBIT C – PROPOSED INITIAL TARIFF

See Attached

VoIP COMMUNICATION SERVICES

TITLE SHEET

TELECOMMUNICATIONS TARIFF

OF

THE TECHNOLOGY OPPORTUNITY GROUP LTD. DBA SOLEX

LOUISIANA INTERCONNECTED VOIP TARIFF

This tariff contains the rates, terms, and conditions applicable to Interconnected Voice Over Internet Protocol (VoIP) Services provided by The Technology Opportunity Group, Ltd dba SolEx, with principal offices at 119 Pondfield Rd W, Bronxville, NY, 10708.

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.

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
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 revision

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SECTION 2 - RULES AND REGULATIONS	
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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

TARIFF FORMAT

- A. Sheet Numbering- Sheet numbers appear in the upper right comer of thepage. 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 comer 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.l.
 - 2.1.1.A.l.(a).
 - 2.1.1.A. l.(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.

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 – The Technology Opportunity Group, Ltd dba SolEx 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: XX/XX/XX

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.

Company is a non-facilities—based provider of resold interexchange telecommunications to Customers for their direct transmission and reception of voice, data, and other types of communications

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: XX/XX/XX

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. A bill is not considered past due until 20 days after the billing date. The amount of the late fee is the lesser of (1) 1.5% or (2) the highest amount allowed by law which a maximum of 5% and excludes being charged on any previous unpaid late fee.
- 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.

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.

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.

Bronxville, NY 10708

- 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.
- **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

Issued: XX/XX/XX

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.

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

Issued: XX/XX/XX

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.
- **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.

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**

Issued: XX/XX/XX

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.

Effective: XX/XX/XXXX

Bronxville, NY 10708

2.13 Applicable Law

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

2.14 Other Rules

- **2.14.1** The Company reserves the right to validate the credit worthiness of Customers through available verification procedures.
- **2.14.2** 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: XX/XX/XX The Technology Opportunity Group, Ltd dba SolEx Effective: XX/XX/XXX

SECTION 3 - DESCRIPTION OF SERVICE

3.1 Service Offerings

3.1.1 Interconnected VoIP Service

Company's Service Plans are offered to Business Customers. 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.

Effective: XX/XX/XXXX

Bronxville, NY 10708

Issued: XX/XX/XX

SECTION 4 - RATES

4.1 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.

EXHIBIT D – FINANCIAL STATEMENTS

See separate envelope labeled "CONFIDENTIAL."

EXHIBIT E – MANAGEMENT EXPERIENCE

See attached resumes

Contact

www.linkedin.com/in/tommccrosson-1949b625 (LinkedIn)

Top Skills

Telecommunications Managed Services Selling

Tom McCrosson

CEO at Technology Opportunity Group Bronxville, New York, United States

Experience

Technology Opportunity Group CEO January 2000 - Present (24 years 9 months)

Following a successful career in strategic global shipping, tourism and logistics throughout the Middle East and Africa, Tom McCrosson entered telecommunications at the time of divestiture and deregulation. Cutting his teeth initially with Allnet, he rapidly attained #1 sales position in the company and was soon being sought after by others for his dedication, passion and ability to achieve sustained business results. After being recruited to MCI in the early 80's, he quickly rose through the ranks running huge segments of the MCI business including Government, Education and Medical markets, and being responsible for premier strategic customers such as Nasdaq and the entire GE capital portfolio. A frequent top achiever, McCrosson was one of the few who enjoyed consecutive multiyear presence at the prestigious MCI chairman's inner circle club and as his regard within the company grew, McCrosson found himself increasingly becoming a pivotal influence in the companies strategic initiatives, culminating in his appointment to the mayors taskforce for energy and telecommunications and becoming responsible for the design, draft and execution of the Telecommunications Recovery Act for the city of New York.

Recognizing the opportunities presented as the industry matured, Tom formally created the roots of SolEx in the early 2000s and since that time has stayed true to his vision of delivering quality communications and championing the needs of his clients. With a hands-on approach and a stalwart champion of innovation, Tom continues to lead his team of trusted suppliers and industry veterans to deliver boutique innovative customer solutions and sterling customer service to delight and retain his base of global clients.