

Global Strategic Accountants, LLC: Samantha Maqueo; Executive Vice President Regulatory Affairs



REGISTRATION AND COMPETITIVE CLASSIFICATION OF
TELECOMMUNICATIONS COMPANIES

621 Woodland Square Loop SE
Lacey, WA 98503
PO Box 47250
Olympia, WA 98504-7250

Telephone 360-664-1160 / Fax 360-586-1150
TTY 360-586-8203 or 1-800-416-5289
Website: www.utc.wa.gov

The UTC has a policy of providing equal access to its services. To request this document in alternate formats, please call 360-664-1133.

Registering as a Telecommunications Company in Washington is as easy as 1-2-3:

1. Complete this application form
2. Submit this form via the Records Center Web portal.
3. UTC will issue a registration certificate generally within 30 days

Include the following:

- XX** Current Balance Sheet Latest Annual Report, if any

Competitive Classification

- Applicant is subject to effective competition and requests waiver of regulatory requirements outlined in 480-121-063(1).
Yes

Telecommunications Company Information

Company Name: **Triton Networks, LLC** d/b/a:
Company Mailing Address: **12160 Abrams Road #200**
City/State/Zip: **Dallas, Texas 75243**
Web Site Address: **<http://tritonnet.com>**

Unified Business Identification Number (UBI): **604 173 886**
(If you do not know your UBI number or need to request one contact the Business Licensing Services at 360-664-1400 or 1-800-451-7985)

Questions regarding this application should be directed to:

Name: **GSA / Laura Garfinkel**

Phone Number: **973-760-9218**

Fax Number: **866-611-5443**

E-mail:

laura@gsaudits.com

Mailing Address: **6250 Shiloh Road**

City/State/Zip: **Alpharetta Georgia, 30005**

Registered Agent (A Washington Agent is required if the company is located outside Washington State):

Name: **COGENCY GLOBAL INC**
Mailing Address: **1780 BARNES BLVD SW,**
City/State/Zip: **TUMWATER, WA, 98512-0410**
Phone Number: **866-766-3591**

Name, address and title of each officer or director (attach additional pages if needed)

<u>Name</u>	<u>Address</u>	<u>Title</u>
Robert House	12160 Abrams Road #200 Dallas Texas 75243	CEO

Regulatory Contact:

Name: **Danielle Heard**
Mailing Address: 12160 Abrams Road #200, Dallas Texas 75243
Phone Number: **844-570-0555** Fax Number: **214-570-0310**
E-mail: **compliance@tritonnet.com, dheard@tritonnet.com**

Consumer Questions and/or Complaint Contact:

Name: **Danielle Heard**
Mailing Address: 12160 Abrams Road #200, Dallas Texas 75243
Phone Number: **844-570-0555** Fax Number: **214-570-0310**
E-mail: **compliance@tritonnet.com, dheard@tritonnet.com**

Emergency Contact:

Name: **Teresa House**
Mailing Address: 12160 Abrams Road #200, Dallas Texas 75243
Phone Number: **844-570-0555** Fax Number: **214-570-0310**
E-mail: **compliance@tritonnet.com, thouse@tritonnet.com**

Telecommunication services provided (check all that apply) :

- | | |
|---|---|
| <input checked="" type="checkbox"/> Local Exchange Service (including resale) | <input checked="" type="checkbox"/> Data Services |
| <input checked="" type="checkbox"/> Long Distance Service | <input type="checkbox"/> Prepaid Calling Cards |
| <input type="checkbox"/> Operator Services | <input type="checkbox"/> VoIP |
| <input type="checkbox"/> Other, please specify in box below: | <input type="checkbox"/> Wireless |

LIST OF EXHIBITS

- Exhibit A** Articles of Incorporation
- Exhibit B** Certificate of Authority - State of Washington
- Exhibit C** **Confidential Financial Information**
- Exhibit D** Proposed Interexchange Tariff
- Exhibit E** Proposed Local Exchange Tariff
- Exhibit F** Leadership & Management Biographies

EXHIBIT A

Applicant's Articles of Incorporation



Office of the Secretary of State

**CERTIFICATE OF FILING
OF**

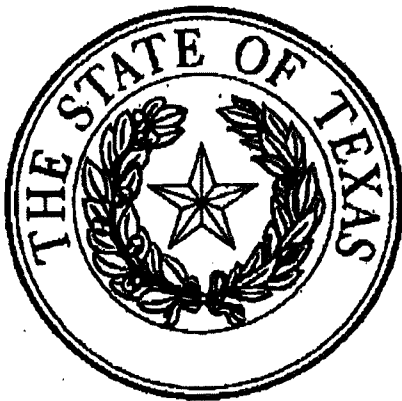
**Triton Networks LLC
800650398**

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Amendment for the above named entity has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 05/29/2007

Effective: 05/29/2007



A handwritten signature in black ink that reads "Roger Williams".

Roger Williams
Secretary of State

Form 424
(Revised 01/06)
Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: See instructions



Certificate of Amendment

This space reserved for office use

FILED
COPY

In the Office of the
Secretary of State of Texas

MAY 29 2007

Corporations Section

Entity Information

The name of the filing entity is:

Triton Networks LLC

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

- | | |
|---|---|
| <input type="checkbox"/> For-profit Corporation | <input type="checkbox"/> Professional Corporation |
| <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Professional Limited Liability Company |
| <input type="checkbox"/> Cooperative Association | <input type="checkbox"/> Professional Association |
| <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Partnership |

The file number issued to the filing entity by the secretary of state is: 800650398

The date of formation of the entity is: May 4, 2006

Amendments

1. Amended Name

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

2. Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

Effectiveness of Filing (select either A, B, or C)

- A. This document becomes effective when the document is filed by the secretary of state.
 - B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
 - C. This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____
- The following event or fact will cause the document to take effect in the manner described below:
- _____
- _____

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: 5/4/2007

Robert House
President

Signature and title of authorized person(s) (see instructions)

**Form 424—General Information
(Certificate of Amendment)**

The attached form is drafted to meet minimal statutory filing requirements pursuant to the relevant code provisions. This form and the information provided are not substitutes for the advice and services of an attorney and tax specialist.

Commentary

Sections 3.051 to 3.056 of the Texas Business Organizations Code (BOC) govern amendments to the certificate of formation of a Texas filing entity. A filing entity may amend its certificate of formation at any time and in as many respects as may be desired, *as long as the certificate as amended contains only such provisions as could have been included in the original certificate of formation.* Amendments may be adopted to change the language of an existing provision, to add a new provision, or to delete an existing provision. If extensive amendments are proposed, the entity should consider filing a restated certificate of formation pursuant to section 3.059 of the BOC (Form 414).

Procedural Information by Entity Type

For-profit or Professional Corporation

Sections 21.052 to 21.055 of the BOC set forth the procedures for amending the certificate of formation for a for-profit corporation or professional corporation. The board of directors adopts a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the shareholders. Written or printed notice setting forth the proposed amendment is given to each shareholder of record entitled to vote not later than the 10th day and not earlier than the 60th day before the date of the meeting, either personally, by electronic transmission, or by mail (BOC § 21.353). (Please refer to chapters 6 and 21 of the BOC for further information.)

Pursuant to section 21.364 of the BOC, the proposed amendment is adopted on receiving the affirmative vote of two-thirds of the outstanding shares entitled to vote. If any class or series of shares is entitled to vote as a class, the amendment must also receive the affirmative vote of two-thirds of the shares within each class or series that is entitled to vote as a class. Any number of amendments may be submitted to the shareholders and voted on at one meeting. Alternatively, amendments may be adopted by unanimous written consent of the shareholders.

If no shares have been issued, the amendment is adopted by a resolution of the board of directors and the provisions for adoption by shareholders do not apply.

An officer must sign the certificate of amendment. If no shares have been issued and the amendment was adopted by the board of directors, a majority of the directors may sign the certificate of amendment.

Professional Association

The provisions of chapters 20 and 21 of the BOC apply to a professional association, unless there is a conflict with a specific provision in title 7. A professional association may amend its certificate of formation by following the procedures set forth in its certificate of formation. If the certificate of formation does not provide a procedure for amending the certificate, the certificate of formation is amended by a two-thirds vote of its members.

An officer must sign the certificate of amendment.

EXHIBIT B

Certificate of Authority - State of Washington



Washington Secretary of State
Corporations and Charities Division
801 Capitol Way South
PO Box 40234
Olympia, WA 98504-0234
(360) 725-0377
corps@sos.wa.gov

07/18/2018

CORPORATION SERVICE COMPANY
300 DESCHUTES WAY SW STE 304
TUMWATER WA 98501

UBI Number: 601 257 413

Business Name:

Dear CORPORATION SERVICE COMPANY,

Thank you for your recent submission. This letter is to confirm that the following documents have been received and successfully filed:

COMMERCIAL STATEMENT OF CHANGE

You can view and download your filed document(s) for no charge at our website, www.sos.wa.gov/ccfs.

If you haven't already, please sign up for a user account on our website, www.sos.wa.gov/ccfs, to file online, conduct searches, and receive status updates.

Please contact our office at corps@sos.wa.gov or (360) 725-0377 if you have any questions.

Sincerely,

Corporations and Charities Division
Office of the Secretary of State
www.sos.wa.gov/corps

Corporations and Charities Filing
Business Information System



BUSINESS INFORMATION

Business Name:

TRITON NETWORKS LLC

UBI Number:

604 173 886

Business Type:

FOREIGN LIMITED LIABILITY COMPANY

Business Status:

DELINQUENT

Principal Office Street Address:

12160 ABRAMS ROAD #200, DALLAS, TX, 75243, UNITED STATES

Principal Office Mailing Address:

Expiration Date:

10/31/2018

Jurisdiction:

UNITED STATES, TEXAS

Formation/ Registration Date:

10/18/2017

Period of Duration:

PERPETUAL

Inactive Date:

Nature of Business:

REGISTERED AGENT INFORMATION

Registered Agent Name:

CORPORATION SERVICE COMPANY

Street Address:

300 DESCHUTES WAY SW STE 304, TUMWATER, WA, 98501, UNITED STATES

Mailing Address:

300 DESCHUTES WAY SW STE 304, TUMWATER, WA, 98501, UNITED STATES

GOVERNORS

Title	Governors Type	Entity Name	First Name	Last Name
GOVERNOR	INDIVIDUAL		ROBERT	HOUSE

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EXHIBIT C

Confidential – File Under Seal

Financial Information

EXHIBIT D

Proposed Interexchange Tariff

TRITON NETWORKS, LLC
REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO COMMUNICATIONS SERVICES
WITHIN THE STATE OF WASHINGTON

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of Interexchange telecommunications services provided by Triton Networks, LLC within the State of Washington. This tariff is governed and interpreted according to the laws of the State of Washington. This tariff is on file with the Washington Public Service Commission. Copies may be inspected during normal business hours at the Company's principal place of business at 12160 Abrams Road; Suite #200, Dallas, Texas 75243.

Issued: September 30, 2019
By:

Robert House, CEO
Triton Networks, LLC
12160 Abrams Road #200
Dallas, Texas 75243

Effective: October 26, 2019

CHECK SHEET

The pages listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date indicated below.

<u>PAGE</u>	<u>Revision</u>	<u>PAGE</u>	<u>Revision</u>
Title Page	Original		
1	Original	26	Original
2	Original	27	Original
3	Original	28	Original
4	Original	29	Original
5	Original	30	Original
6	Original	31	Original
7	Original	32	Original
8	Original	33	Original
9	Original	34	Original
10	Original	35	Original
11	Original	36	Original
12	Original	37	Original
13	Original	38	Original
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		
21	Original		
22	Original		
23	Original		
24	Original		
25	Original		

Issued: September 30, 2019

By:

Robert House, CEO
Triton Networks, LLC
12160 Abrams Road #200
Dallas, Texas 75243

Effective: October 26, 2019

SYMBOLS

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

- C - to signify change in regulation;
- D - to signify a deletion;
- I - to signify a rate increase.
- L - to signify material relocated in the tariff;
- N - to signify a new rate or regulation;
- R - to signify a rate reduction.
- T - to signify a change in text, but no change in rate or regulation.

TARIFF FORMAT

- A. **Sheet Numbering** - Page numbers appear in the upper right corner of the sheet. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 34 and 35 would be page 34.1.
- B. **Sheet Revision Numbering** - Revision numbers also appear in the upper right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised Page 34 cancels the 3rd Revised Page 34. Consult the check sheet for the page 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
 - 2.1.1.A.1.(a).I.(i)
 - 2.1.1.A.1.(a).I.(i).(1)
- D. **Check Sheet** - When a tariff is filed with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the tariff pages, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

1.1 Definitions

Busy Hour – The two consecutive half hours during which the greatest volume of traffic is handled in the central office.

Call – A completed connection between the Calling and Called parties.

Calling Station – The telephone number from which a Call originates.

Called Station – The telephone number called.

Carrier Customer – A carrier that orders exchange access or retail services from the Company.

Commission – The Washington Public Service Commission.

Company or Carrier – Triton Networks, LLC unless specifically stated otherwise.

Customer – A person, association, firm, corporation, partnership, governmental agency or other entity, including affiliates or divisions of the Customer, in whose name the telephone number of the Calling Station is registered with the underlying local exchange company. The Customer is responsible for payment of charges to the Company and compliance with all terms and conditions of this tariff.

Digital Signal, Level 1 (“DS1”) – Capable of transmitting data at 1.544 Mbps.

Digital Signal, Level 3 (“DS3”) – Capable of transmitting data at 44.736 Mbps.

Day – The period of time from 8:00 a.m. to (but not including) 5:00 p.m., Monday through Friday, as measured by local time at the location from which the Call is originated.

Disconnect – To render inoperable or to disable circuitry thus preventing outgoing and incoming toll communications service.

Evening – The period of time from 5:00 p.m. to (but not including) 11:00 p.m., Sunday through Friday and any time during a Holiday, as measured by local time at the location from which the Call is originated.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

1.1 Definitions (Cont'd)

Individual Case Basis ("ICB") – A determination that the Customer's service requirements can only be satisfied by a complex Customer-Carrier arrangement for which it is difficult or impossible to establish general tariff provisions. ICB rates will be structured to recover the Company's cost of providing service and will be made available to similarly situated customers in a non-discriminatory manner. Terms of the specific ICB contracts will be made available to the Commission staff on a confidential basis upon staff's written request to the Company.

Incomplete – Any Call where voice transmission between the Calling and Called station is not established.

Holiday – For the purposes of this tariff recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Message – A completed telephone call by a Customer or User.

Normal Business Hours – The hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

Optical Carrier, Level 3 ("OC3") – A SONET channel capable of transmitting data at 155.52 Mbps.

Optical Carrier, Level 12 ("OC12") – A SONET channel capable of transmitting data at 622.08 Mbps.

Optical Carrier, Level 48 ("OC48") – A SONET channel capable of transmitting data at 2.488 Gbps.

Premises – The space occupied by an individual Customer in a building, in adjoining buildings occupied entirely by that Customer, or on contiguous property occupied by the Customer separated only by a public thoroughfare, a railroad right of way, or a natural barrier.

Rate – Money, charge, fee or other recurring assessment billed to Customers for services or equipment.

Terminal Equipment – Telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically, or inductively to the telecommunication system.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

1.1 Definitions (Cont'd)

User – Customer or any authorized person or entity that utilizes the Company's services.

Weekend – The hours of 8:00 a.m. to 11:00 p.m. on Saturday, and 8:00 a.m. to 5:00 p.m. on Sunday, as measured by local time at the location from which the call is originated.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

1.2 Abbreviations

CLEC – Competitive Local Exchange Carrier

CO – Central Office

CPE – Customer Premises Equipment

DS1 – Digital Signal, Level 1

DS3 – Digital Signal, Level 3

Gbps – Gigabits per second; one thousand million bits per second transmission speed.

ICB – Individual Case Basis

ILEC – Incumbent Local Exchange Carrier

Mbps – One million megabits per second data transmission speed

NPA – Numbering Plan Area (Area Code)

OC3 – Optical Carrier, Level 3

OC12 – Optical Carrier, Level 12

OC48 – Optical Carrier, Level 48 PBX

– Private Branch Exchange

PIC – Primary or Preferred Interexchange Carrier

POP – Point of Presence

V&H – Vertical and Horizontal Coordinates

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.1 The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth in this tariff. When authorized by the Customer, the Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangements.
- 2.1.2 The Company's services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.3 The Company's customer service representatives for billing and service inquiries may be reached, toll-free, at 844-570-0555. Customers wishing to communicate with the Company in writing may send correspondence to: 12160 Abrams Road, Suite #200, Dallas, Texas 75243.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.2 Limitations of Service

- 2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.
- 2.2.2 Service is furnished to the Customer for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other Users.
- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services may be denied for noncompliance with any of the Commission's regulations, or for other violations of the terms and conditions set forth in this tariff.
- 2.2.5 The use of the Company's services to send data transmissions or make telephone calls which might reasonably be expected to frighten, abuse, torment, or harass another is prohibited.
- 2.2.6 Service temporarily may be refused or limited because of system capacity limitations.
- 2.2.7 Service is subject to transmission limitations caused by natural (including atmospheric, geographic or topographic) or artificial conditions adversely affecting transmission.
- 2.2.8 Service to any or all Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations.
- 2.2.9 The Company reserves the right to discontinue furnishing service where the Customer is using the service in violation of the law or the provisions of this tariff.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Limitations of Liability

- 2.3.1 Because the Company has no control of communications content transmitted over its system, and because of the possibility of errors incident to the provision and use of its service, service furnished by the Company is subject to the terms, conditions and limitations herein specified.
- 2.3.2 The Company is not liable to Users for interruptions in service except as set forth in Section 2.5 of this tariff.
- 2.3.3 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited, unless otherwise ordered by the Commission, to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- 2.3.4 The Company shall not be liable for and the User shall indemnify and hold the Company harmless against any claims for loss or damages involving:
- 2.3.4.A Any act or omission of: (i) the User; or (ii) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company;
 - 2.3.4.B Interruptions or delays in transmission, or errors or defects in transmission, or failure to transmit when caused by or as a result of acts of God, fire, war, riots, government authorities or causes beyond the Company's control;
 - 2.3.4.C Any unlawful or unauthorized use of the Company's facilities and services;
 - 2.3.4.D Libel, slander or infringement of copyright arising directly or indirectly from content transmitted over facilities provided by the Company;
 - 2.3.4.E Infringement of patents arising from combining apparatus and systems of the User with facilities provided by the Company;

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Limitations of Liability (Cont'd)

- 2.3.4.F Claims arising out of any act or omission of the User in connection with service provided by the Company.
- 2.3.4.G Breach in the privacy or security of communications transmitted over the Company's facilities;
- 2.3.4.H Changes in any of the facilities, operations or procedures of the Company that: (1) render any equipment, facilities or services provided or utilized by the User obsolete; (2) require modification or alteration of such equipment, facilities or services; or (3) otherwise affect use or performance of such equipment, facilities or services except where reasonable notice is required by the Company and is not provided to the Customer.
- 2.3.4.I Defacement of or damage to the Customer's Premises or personal property resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof.
- 2.3.4.J Any wrongful act of a Company employee where such act is not authorized by the Company and is not within the scope of the employee's responsibilities for the Company;
- 2.3.4.K Any non-completed Calls due to network busy conditions; and
- 2.3.4.L Any Calls not actually attempted to be completed during any period that service is unavailable.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Limitations of Liability (Cont'd)

- 2.3.5 The Company assumes no responsibility for the availability or performance of any facilities under the control of other entities that are used to provide service to the User.
- 2.3.6 Any claim against the Company shall be deemed waived unless presented to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 2.3.7 The Company makes no express representations or warranties regarding the service and disclaims any implied warranties, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose. The Company does not authorize anyone to make a warranty of any kind on its behalf and the User should not rely on any such statement.
- 2.3.8 Any liability of the Company for loss or damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the service, the transmission of the service, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service shall in no event exceed an amount equivalent to the proportionate fixed monthly charge to the Customer for service, during the period of time in which such mistakes, omissions, interruptions, delays, errors or defects in the service, its transmission or failure or defect in facilities furnished by the Company occurred, unless the Commission orders otherwise.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for placing any necessary orders, complying with tariff regulations and assuring that Users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided by the Company to the Customer or made available by the Customer to another User.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provisioning of the Company's services, the Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
- 2.4.4 The Customer is responsible for arranging access to its Premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 2.4.5 The Customer must pay the Company for replacement or repair of damage to the Company's equipment or facilities caused by negligent or improper use on the part of the Customer, Users, or others.
- 2.4.6 The Customer must indemnify the Company for the theft of any Company equipment or facilities installed at the Customer's Premises.

The Customer agrees to release, indemnify and hold harmless the Company against any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any service interruption or loss of or damage to any property, whether owned by the Customer or others.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Allowances for Interruptions in Service

2.5.1 General

2.5.1.A A service is interrupted when it becomes unusable to the User, *e.g.*, the User is unable to transmit or receive communications due to the failure of a component furnished by the Company under this tariff. Service interruptions and refunds for service interruptions will be consistent with Washington Rules and Regulations.

2.5.1.B An interruption period begins when the User reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

2.5.1.C If the User reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service facility or circuit considered by the Company to be impaired.

2.5.2 Application of Credits for Interrupted Services

2.5.2.A At the Customer's request, a credit allowance for a continuous interruption will be provided consistent with Washington Rules and Regulations.

2.5.2.B Any such interruption will be measured from the time it is reported to or detected by the Company, whichever occurs first.

2.5.2.C In the event the User is affected by such interruption for a period of less than twenty-four (24) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.

2.5.3 Limitations on Allowances

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

2.5.3.A.1 due to the negligence of, or noncompliance with the provisions of this tariff by, any person or entity other than the Company, including but not limited to the Customer or other entities or carriers connected to the service of the Company;

2.5.3.A.2 due to the failure of power, equipment, systems or services not provided by the Company;

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Allowances for Interruptions in Service (Cont'd)

2.5.3. Limitations on Allowances (Cont'd)

2.5.3.A. (Cont'd)

- 2.5.3.A.3 due to circumstances or causes beyond the control of the Company;
- 2.5.3.A.4 during any period in which the Company is not given full and free access to the Customer's or Company's facilities and equipment for the purpose of investigating and correcting the interruption;
- 2.5.3.A.5 during any period in which the User continues to use the service on an impaired basis;
- 2.5.3.A.6 during any period in which the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 2.5.3.A.7 that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- 2.5.3.A.8 that was not reported to the Company within thirty (30) days of the date that service was affected.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.6 Termination of Service

2.6.1 A Customer may terminate service, with or without cause, by giving the Company notice. If the Customer has a term contract, early termination charges may apply and Customer shall be liable for all such termination fees and charges plus all past due balances; if applicable and late fees. The Company may terminate service (and in such case Customer will not be relieved of any obligation to pay applicable termination fees, past due balances if applicable and any and/or all late fees and charges) with ten (10) business days' written notice to the Customer for any of the following occurrences:

2.6.1.A Failure of the Customer to pay a non-disputed delinquent account;

2.6.1.B Failure of the Customer to make satisfactory arrangements to pay arrearages or meet the requirements of a payment agreement;

2.6.1.C Failure of the Customer to permit the Company to have reasonable access to its equipment, facilities, service connections or other property;

2.6.1.D Failure of the Customer to provide the Company with adequate assurances that an unauthorized use or practice will cease;

2.6.1.E Customer non-compliance with Commission regulations;

2.6.1.F Customer fraud or material misrepresentation of identity for purpose of obtaining telephone service

2.6.1.G Failure of the Customer to adhere to contractual obligations with the Company.

2.6.2 The Company may terminate service *without written notice* to the Customer for any of the following occurrences:

2.6.2.A Customer's maintenance or operation of its equipment in such a manner as to adversely affect the Company's equipment or service to others;

2.6.2.B Customer non-compliance with any provision of this tariff which results in threatening the safety of a person or the integrity of the service delivery system of the Company;

2.6.2.C Customer tampering with the Company's equipment or service;

2.6.2.D Customer's unauthorized or illegal use of the Company's service or equipment.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.6 Termination of Service (Cont'd)

2.6.3 Termination of service and customer notification of termination of service will conform to all applicable requirements of Washington Public Service Commission Regulations.

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By:

Robert House, CEO
Triton Networks, LLC
12160 Abrams Road #200
Dallas, Texas 75243

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.7 Payment of Charges**

- 2.7.1 The Customer is responsible for payment of all charges for service as one time charges and fees, non-recurring charges, monthly recurring charges and any ongoing charges which may be charged by Company to Customer for use of service.
- 2.7.2 The Company reserves the right to assess late payment charges for Customers whose account(s) carries principal owing from the prior billing period. Any charges not paid in full by the due date indicated on the billing statement may be subject to a late fee of 1.5% per month for business customers. This late fee may not include previously-accrued late payment charges.
- 2.7.3 Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately thirty (30) days in length. A Customer's bill will be due and payable fifteen (15) days from the date of the postmark on the bill if mailed to Customer and/or if emailed to Customer payment shall be the specified, aforementioned number of days from date of email date stamp.

2.8 Deposits

- 2.8.1 The Company may require a Customer to make a deposit to be held as a guarantee for payment of charges. The Company's credit and deposit policies will be equitable and non-discriminatory throughout its service area without regard to the economic character of the area or any part thereof. The Company will inform the Customer, in writing, of the reasons for the deposit request and the process by which service can be received without posting a deposit. The deposit shall not exceed an amount equal to two-twelfths of the estimated charge for this service for the ensuing twelve months.
- 2.8.2 Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills, including any penalties assessed for service furnished by the Company.
- 2.8.3 Interest rate on deposit will accrue at the rate of 6% per annum.
- 2.8.4 The Company shall annually and automatically refund the deposits of customers who have paid bills for twelve consecutive months without having had service discontinued for nonpayment, or had more than one occasion on which a bill was not paid within the prescribed period and are not delinquent in payment.
- 2.8.5 If a Customer's service or facility is discontinued, deposits will be returned.

SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.9 Advance Payments**

The Company may require advance payments from Customers for the following services:

- (1) The construction of facilities and furnishing of special equipment; or
- (2) Temporary Service for short-term use.

2.10 Contested Charges

All bills are presumed accurate, and shall be binding on the Customer unless objection is received either orally or in writing before actual suspension or termination of service. Suspension or Termination is prohibited until resolution of the dispute. In the event that a billing dispute between the Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Customer may take the following course of action:

- 2.10.1 First, the Customer may request, and the Company will provide, an in-depth review of the disputed amount. The undisputed portion of the invoice and subsequent bills must be paid on a timely basis or the service may be subject to disconnection by Company and Customer shall if and as applicable shall incur any termination fees.
- 2.10.2 Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer, within ten days of the notification or mailing of the Company's written summary of the findings or resolution of the dispute, a formal complaint may be filed with the Washington Utilities and Transportation Commission, 621 Woodland Square Loop SE Lacey, WA 98503 and/or sent to PO Box 47250 Olympia, WA 98504, in accordance with the Commission rules of procedure. Consumer Services shall have primary jurisdiction over customer complaints.

2.11 Taxes, Regulatory Fees, Assessments and Surcharges

State and local sales, use and similar taxes, including gross receipts taxes, are billed as separate items. Also billed in the same fashion are any and/or all applicable Federal, state, local and municipal (or otherwise) regulatory fees, surcharges and assessments along with other Company surcharges and cost recovery fees that are permissible by Federal and state guidelines.

SECTION 3 - DESCRIPTION OF SERVICE**3.1 Start of Billing**

For billing purposes, the start of service is the day following acceptance by the Customer of the Company's service or equipment, or another date mutually agreed-upon by the Customer and the Company. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by the Company of notification of cancellation as described in Section 2 of this tariff.

3.2 Calculation of Distance

- 3.2.1 Where applicable, usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.
- 3.2.2 Where applicable, the airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers of Verizon Pennsylvania Inc.
- 3.2.2.A The airline distance between any two (2) rate centers is determined as follows:
- 3.2.2.B Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced document.
- 3.2.2.B.1 Compute the difference between the "V" coordinates of the two (2) rate centers; and the difference between the two (2) "H" coordinates ($X1-X2 = V$; $Y1-Y2 = H$).
- 3.2.2.B.2 Square each difference obtained in Section 3.3.2.B.1 above (V^2 ; H^2).
- 3.2.2.B.3 Add the square of the "V" difference and the square of the "H" difference obtained in Section 3.3.2.B.2 above ($V^2 + H^2 = S$).

SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.2 Calculation of Distance (Cont'd)

3.2.2 (Cont'd)

3.2.2.B. (Cont'd)

3.2.2.B.4 Divide the sum of the squares by 10 ($S/10 = M$).

3.2.2.B.5 Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.3 Telecommunications and Leased Line Service

The Company offers data telecommunications and leased line services. The Customer's total use of the Company's service is charged at the applicable rates set forth herein, in addition to any monthly service charges. None of the service offerings are time-of-day sensitive.

For leased line telecommunications services, the Company offers rates on a term Agreement contract basis.

The following services are and will be made available from the Company, at the sole discretion of the Company where technically and economically feasible:

3.3.1 Leased Line Service

A leased line is a private, dedicated point-to-point connection between a Company POP and another point on the Company's fiber-optic network specified by the Customer. Leased Line service is provided to Customers as available at the sole discretion of the Company, on a nationwide basis. A local access line may be necessary to connect the Customer network or premise with the Company POP. This local access line may be provided to the Customer by the Customer's local exchange carrier.

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Robert House, CEO
Triton Networks, LLC
12160 Abrams Road #200
Dallas, Texas 75243

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.4 Miscellaneous Services

3.4.1 Order Change

An Order Change is a change in the Customer's service requested subsequent to installation.

3.4.2 Bad Check Charge

If payment for Service is made by a check, draft, or similar instrument (collectively "Check") that is returned to the Company unpaid by a bank or another financial institution for any reason, the Company will bill the Customer a returned check charge of \$35.00. In addition, the Customer may be required to replace the returned Check with a payment in cash or equivalent to cash, such as cashier's check, certified check or money order.

3.4.3 Reconnection/Restoration

Reconnection/restoration charges occur where service to an existing Customer has been discontinued for proper cause, and the Customer desires to resume service with the Company. Where a Customer desires reconnection, the Customer will be charged a fee of \$250.00 to cover the cost to the Company of restoring service to the Customer.

3.5 Promotions

The Company may make promotional offerings of its tariffed services which may include reducing or waiving applicable charges for the promoted service. No individual promotional offering will exceed six months in duration; and any promotional offering will be extended on a non-discriminatory basis to any customer similarly classified who requests the specific offer. All promotions will be filed with the Commission in the form of tariff Supplements.

SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)3.6 Individual Case Basis Arrangements ("ICB")

A determination that the Customer's service requirements can only be satisfied by a Customer-Carrier arrangement for which it is difficult or impossible to establish general tariff provisions. ICB rates will be structured to recover the Company's cost of providing service and will be made available to similarly situated customers in a non-discriminatory manner. Terms of the specific ICB contracts will be made available to the Commission staff upon staff's written request to the Company.

SECTION 4 - RATES AND CHARGES4.1 Service Offerings

4.1.1 Leased Line Service –Non-Recurring Charges

These rates represent a one time installation charge associated with the

Service. <u>Transmission Speed</u>	<u>Term of Contract in Months</u>			
	<u>12</u>	<u>24</u>	<u>36</u>	<u>Over 36*</u>
DS1	\$ICB	\$ICB	\$ICB	\$ICB
DS3	\$ICB	\$ICB	\$ICB	\$ICB
OC3	\$ICB	\$ICB	\$ICB	\$ICB
OC12	\$ICB	\$ICB	\$ICB	\$ICB
IP - T1	\$ICB	\$ICB	\$ICB	\$ICB
MPLS - T1	\$ICB	\$ICB	\$ICB	\$ICB
Private Line	\$ICB	\$ICB	\$ICB	\$ICB
(Point to Point) Inter				
EIA Circuit: (Bandwidth)	\$ICB	\$ICB	\$ICB	\$ICB
Ethernet Point to Point	\$ICB	\$ICB	\$ICB	\$ICB
Integrated Ethernet	\$ICB	\$ICB	\$ICB	\$ICB
Business Fiber: (Bandwidth)	\$ICB	\$ICB	\$ICB	\$ICB
Ethernet Port Charge	\$ICB	\$ICB	\$ICB	\$ICB
Metro Hunt Line	\$ICB	\$ICB	\$ICB	\$ICB
Local PRI	\$ICB	\$ICB	\$ICB	\$ICB

Note: all prices are deal specific between Company and Client and are ICB.

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Robert House, CEO
Triton Networks, LLC
12160 Abrams Road #200
Dallas, Texas 75243

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SECTION 4 - RATES AND CHARGES (Cont'd)

4.1 Service Offerings (Cont'd)

4.1.2.1 Leased Line Service – Recurring Charges - Base Charges - **Retail**

Private Line - Retail (Rates are per circuit)			
DS1, DS3, OC3, OC12, 100M FE, 1000M GIGE are priced at ICB die to variables from underlying supplier. -			
	In Region 0 - 50 miles	Out of Region 0 - 25 miles	Out of Region 26 - 50 miles
In Region 0 - 50	\$ICB	\$ICB	\$ICB
Out of Region 0 - 25	\$ICB	\$ICB	\$ICB
Out of Region 26 - 50	\$ICB	\$ICB	\$ICB

Note:

In Region 0-50 miles - where AT&T is the LEC, calculation of 0-50 miles to the AT&T POP
Out of Region 0-25 miles - where AT&T is NOT the LEC, calculation of distance to the AT&T POP
Out of Region 26-50 miles - where AT&T is NOT the LEC, calculation of distance to the AT&T POP

SECTION 4 - RATES AND CHARGES (Cont'd)

4.1 Service Offerings (Cont'd)

4.1.2.3 Long Distance

Service Fee	\$1.85 per individual line/per each/any location
Intrastate Rate	\$0.07 per minute
1+ Bundle (Minutes)	ICB MRC
Domestic Bundle	ICB MRC

Note: ICB pricing based on specific bundle.

SECTION 4 - RATES AND CHARGES (Cont'd)

4.2 Miscellaneous Services

4.2.1 Order Change

Per Change: \$150.00

4.2.2 Bad Check Charge

Per Check: \$35.00

4.2.3 Reconnection

Per Reconnection/Restoration: up to \$1,000.

4.2.4 Carrier Surcharge Recovery

3.5% of Billed Invoice
Excluding Taxes
for/applied to every
Customer Invoice.

Note: Service Restoration Fee: Based upon customized Customer Service plan and pricing.

4.3 Maintenance Visit Charges

Mon-Friday, 8 am-5 pm: \$37.50
 Initial 15 minutes or fraction thereof
 Each additional 15 minutes \$37.50
 Hourly Rate \$150.00

Mon-Friday, excluding 8 am-5 pm: Initial 15 min. or fraction thereof \$62.50
 Each additional 15 minutes or fraction thereof \$62.50
 Hourly Rate \$250.00

Holidays:
 Initial 15 minutes or fraction thereof \$87.50
 Each additional 15 min. or fraction thereof \$87.50
 Hourly Rate \$350.00

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Robert House, CEO
 Triton Networks, LLC
 12160 Abrams Road #200
 Dallas, Texas 75243

SECTION 5 – EMERGENCY/ CRISIS/ DISASTER RESTORATION AND
PROVISIONING TELECOMMUNICATIONS SERVICE PRIORITY

5.1 General

- A. The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions.

NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States.

TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook For The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) National Communications System/ Department of Homeland Security (<https://www.dhs.gov/cisa/telecommunications-service-priority-tsp#>). Any changes to or reissuance of these regulations or manuals supersede tariff language contained herein.

SECTION 5 – EMERGENCY/ CRISIS/ DISASTER RESTORATION AND
PROVISIONING TELECOMMUNICATIONS SERVICE PRIORITY (Cont'd)

5.1 General (Cont'd)

- B. The TSP program has two components, restoration and provisioning.
- 1) A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
 - 2) A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

SECTION 5 – EMERGENCY/ CRISIS/ DISASTER RESTORATION AND
PROVISIONING TELECOMMUNICATIONS SERVICE PRIORITY (Cont'd)

5.2 TSP Request Process – Restoration

To request a TSP restoration priority assignment, a prospective TSP user must:

- A. Determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.
 - 1) National Security Leadership
 - 2) National Security Posture and U.S. Population Attack Warning
 - 3) Public Health, Safety, and Maintenance of Law and Order
 - 4) Public Welfare and Maintenance of National Economic Posture
 - 5) All representative documents to support TSP can be found at (<https://www.dhs.gov/publication/tsp-documents>)
- B. Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.
- C. The complete and the TSP Request for Service Users form (SF 315) and additional forms are available at (<https://www.dhs.gov/publication/tsp-documents>)
- D. For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the department, at the department website (<https://www.dhs.gov/cisa/telecommunications-service-priority-tsp>) for information on identifying a sponsor for TSP requests.
- E. Submit the SF 315 to the department.
- F. Upon receipt of the TSP Authorization Code from the department, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

SECTION 5 – EMERGENCY/ CRISIS/ DISASTER RESTORATION AND
PROVISIONING TELECOMMUNICATIONS SERVICE PRIORITY (Cont'd)

5.3 TSP Request Process – Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2a. above for restoration priority assignment except for the following differences. The user should:

- A. Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2a(a) above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.
- B. Verify that the Company cannot meet the service due date without a TSP assignment.
- C. Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

SECTION 5 – EMERGENCY/ CRISIS/ DISASTER RESTORATION AND
PROVISIONING TELECOMMUNICATIONS SERVICE PRIORITY (Cont'd)

5.4. Responsibilities of the End-User

End-users or entities acting on their behalf must perform the following:

- A. Identify telecommunications services requiring priority.
- B. Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years, and must be done before expiration of the end-user's TSP Authorization Code(s).
- C. Accept TSP services by the service due dates.
- D. Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.
- E. Pay the Company any authorized costs associated with priority services.
- F. Report to the Company any failed or unusable services with priority levels.
- G. Designate a 24-hour point of contact for each TSP request and apprise the department.
- H. Cooperate with the department during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

SECTION 5 – EMERGENCY/ CRISIS/ DISASTER RESTORATION AND
PROVISIONING TELECOMMUNICATIONS SERVICE PRIORITY (Cont'd)

5.5 Responsibilities of the Company

The Company will perform the following:

- A. Provide TSP service only after receipt of a TSP authorization code.
- B. Revoke TSP services at the direction of the end-user.
- C. Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).
- D. Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
- E. Designate a 24-hour point of contact to coordinate TSP processes with the department.
- F. Confirm completion of TSP service order activity to the department.
- G. Participate in reconciliation of TSP information at the request of the department.
- H. Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.
- I. Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
- J. Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.
- K. Disclose content of the NS/EP TSP database only as may be required by law.
- L. Comply with regulations and procedures supplemental to and consistent with guidelines issued by the department.

SECTION 5 – EMERGENCY/ CRISIS/ DISASTER RESTORATION AND
PROVISIONING TELECOMMUNICATIONS SERVICE PRIORITY (Cont'd)

5.6 Preemption

When spare facilities are not available, it may be necessary for the Company to preempt the facilities required to provision or restore a TSP service. When preemption is necessary, non-TSP services may be preempted based on the Company's best judgment. If no suitable spare or non-TSP services are available, the Company may preempt an existing TSP service to restore a TSP service with a higher restoration priority assignment. When preemption is necessary, prior consent of the service user whose service will be preempted is not required; however, the Company will make every reasonable effort to notify the preempted customer of the action to be taken.

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Robert House, CEO
Triton Networks, LLC
12160 Abrams Road #200
Dallas, Texas 75243

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EXHIBIT E

Proposed Local Exchange Tariff

TRITON NETWORKS, LLC
REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO COMMUNICATIONS SERVICES
WITHIN THE STATE OF WASHINGTON

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of local exchange telecommunications services provided by Triton Networks, LLC within the State of Washington. This tariff is governed and interpreted according to the laws of the State of Washington. This tariff is on file with the Washington Public Service Commission. Copies may be inspected during normal business hours at the Company's principal place of business at 12160 Abrams Road; Suite #200, Dallas, Texas 75243.

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Robert House, CEO
Triton Networks, LLC
12160 Abrams Road #200
Dallas, Texas 75243

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CHECK LIST

The Sheets of this tariff are effective as of the date shown at the bottom of each respective page(s). 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.

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6	Original	32	Original		
7	Original				
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24	Original				
25	Original				

* Indicates new page revision with this issue

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Triton Networks, LLC
12160 Abrams Road #200
Dallas, Texas 75243

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Triton Networks, LLC
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Dallas, Texas 75243

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SYMBOLS

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

- C - to signify change in regulation;
- D - to signify a deletion;
- I - to signify a rate increase.
- L - to signify material relocated in the tariff;
- N - to signify a new rate or regulation;
- R - to signify a rate reduction.
- T - to signify a change in text, but no change in rate or regulation.

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Dallas, Texas 75243

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TARIFF FORMAT SHEET

- A. Page Numbering. Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34. 1.
- B. Page Revision Numbers. Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the Washington Public Service Commission. For example, the 4th revised Page 34 cancels the third revised Page 34. Because of deferrals, notice periods etc., the most current page number on file with the Commission is not always the tariff page in effect. Subscriber should consult the check page for the page 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 of coding.
- 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
 - 2.1. 1 A. 1 (a). 1. (i)
 - 2.1. 1 .A. 1.(a).1 (i) (1)
- D. Check List of Effective Pages. When a tariff filing is made with the Commission, an updated Check List of Effective Pages ("Check List") accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check List 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 List if these are the only changes made to it (i.e., the format, etc.). The subscriber should refer to the latest Check List to find out if a particular page is the most current page on file with the Commission.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used throughout this Tariff are defined below.

Carrier - "Carrier" means a communications common carrier authorized by the Commission or the FCC to provide communications service to the public.

Commission - "Commission" means the Washington Public Service Commission. Company - means Triton Networks, LLC, unless otherwise specified in this tariff.

Customer - "Customer" means the person, firm, company, corporation, or other entity who, pursuant to a Service Order, orders Service(s) under this Tariff.

ICB - Individual Case Basis" or "ICB" has the meaning set forth in Section 2.35 hereof.

Interruption - "Interruption" means the disruption of, or removal of a circuit from, Service such that the Service becomes unusable by Subscriber for a continuous period of thirty (30) minutes or more.

InterLATA Service - "InterLATA Service" means communications between a point located in a local access and transport area ("LATA") and a point located outside such area.

Local Exchange Carrier ("LEC") - "LEC" means any person that is engaged in the provision of local exchange service or exchange access service. However, such term does not include any person insofar as such person is engaged in the provision of commercial mobile radio service.

Local Access and Transport Area ("LATA") - "Local Access and Transport Area" or "LATA" means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a LEC provides communications service.

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Triton Networks, LLC
12160 Abrams Road #200
Dallas, Texas 75243

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)

Other Providers - "Other Providers" means any carriers or other service providers, whose services or facilities are connected to the Services.

POTS - "POTS", Plain Old Telephone Service, is voice-grade telephone service employing analog signal transmission over copper loops.

Resale Tariff(s) - "Resale Tariff(s)" means the tariff(s) of one or more Underlying Carriers.

Service(s) - "Service(s)" means the Company's regulated, communications common carrier service(s) provided under this Tariff.

Termination (Terminate) - "Termination" (or "Terminate") means discontinuance of (to discontinue) Services, either at Customer's request, or by the Company in accordance with Regulations.

Third Party Billing Companies - "Third Party Billing Companies" means, collectively, any clearinghouses, LECS, Other Providers, credit card companies or other third parties who bill Customers for Services on the Company's behalf.

Underlying Carrier(s) - "Underlying Carrier(s)" means the LEC(s) or other Carrier(s) whose services are resold or leased by the Company pursuant to this Tariff.

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Robert House, CEO
Triton Networks, LLC
12160 Abrams Road #200
Dallas, Texas 75243

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SECTION 2 - RULES AND REGULATIONS2.1 Undertaking of the Company2.1.1 Obligation to Provide Service

The Company shall exercise its best efforts to provide Services to Customer pursuant to the terms and conditions of this Tariff. The company shall exercise reasonable efforts to make such Services available for Customers' use on either the installation date set forth in a Service Order (or, if no date is specified) as soon as practicable after execution of a Service Order, subject to Customer's compliance with Regulations. In addition to the Service Order, Customer shall also execute such other documents as the Company may reasonably require. In the event of a conflict or inconsistency between (i) the terms of a Service Order (or of any other document executed by the Customer) and (ii) those of this Tariff, the latter shall govern.

2.1.2 Conditions to Company's Obligations

The obligations of the Company to provide services are subject to the following: (i) availability, procurement, construction, and maintenance of facilities required to meet the Service Order; (ii) the provision of Services to the Company for Resale by the Underlying Carrier; (iii) interconnection to Other Providers' services or facilities as required; and (iv) any applicable Credit Limit.

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Robert House, CEO
Triton Networks, LLC
12160 Abrams Road #200
Dallas, Texas 75243

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the company (Cont'd)

2.1.3 Right to Discontinue or Block Services

The Company reserves the right (i) to discontinue or temporarily suspend Services to or from a location where the necessary facilities or equipment are not available under terms and reasonably acceptable to the Company; or (ii) to block Services to any Customer location or any authorization Code, without any liability whatsoever, in the event that the Company detects or reasonably suspects either (a) fraudulent or unlawful use of the Services at or by means of said location or Authorization Code, or (b) consumption of Services in excess of the Credit Limit (if any).

2.2 Responsibility and Use

2.2.1 Services may be used by Customer or Subscriber for any lawful purpose, twenty four (24) hours per day, seven (7) days per week, subject to the terms and conditions set forth herein and in any applicable Service Order. Customer is solely responsible for (i) prevention of unauthorized, unlawful or fraudulent, use of or access to Services, which use or access is expressly prohibited; and (ii) administration and non-disclosure of any Authorization Codes provided by Company to Customer.

2.3 Transmission

2.3.1 The Services are suitable for the transmission of voice, data, or other communications only to the limited extent set forth in the Tariff(s).

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Triton Networks, LLC
12160 Abrams Road #200
Dallas, Texas 75243

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SECTION 2 - RULES AND REGULATIONS (CONT'D)2.4 Call blocking

2.4.1 Notwithstanding any other provision of this Tariff, the Company may block calls which are (i) made to certain countries, cities, or central office ("NXX") exchanges, or (ii) use certain Authorization Codes, as the Company, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Services.

2.5 Interconnection

2.5.1 Services or facilities furnished by the Company will be connected with services or facilities of Other Providers subject to any technical limitations set forth in said Other Providers' tariffs (if any); provided, however, Service furnished by the company is not part of a joint undertaking with any Other Provider.

2.5.2 Interconnection with the facilities or services of Other Providers is subject to (i) the availability of said Other Providers' facilities; and (ii) the applicable terms and conditions of the other Providers' tariffs (if any). Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer provided terminal equipment or communications systems with Other Providers' facilities, including, without limitation, application for all licenses, permits, rights-of-way, and other arrangements necessary for such Interconnection. Satisfaction of all legal requirements, any interface equipment or any other facilities necessary to interconnect the facilities of the Company and Other Providers must be provided at the Customer's sole expense.

2.6 Equipment

2.6.1 The Company's facilities or Services may be used with or terminated to Customer Premises equipment ("CPE"), such as a private branch exchange, key system or pay telephone. CPE is the sole responsibility of the Customer and the Company has no responsibility whatsoever for the installation, operation, and maintenance of such CPE. The Customer is solely responsible for all costs of installing, maintaining or repairing CPE, including without limitation personnel charges, wiring costs, and costs associated with routing of electrical power, incurred in the attachment to and use of the Company's facilities or Services.

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Triton Networks, LLC
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Dallas, Texas 75243

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6.2 The Customer is responsible for ensuring that all attached CPE conforms to the Federal Communications Commission's registration requirements set forth in Part 68 of the Code of Federal Regulations (as amended), and the Company may discontinue the provision of Services to any location where CPE fails to conform to such Regulations.

2.6.3 The Customer will be responsible for payment of service charges at the Company's standard, hourly rates in effect from time to time for visits by Company personnel to the Customer's premises in response to any Service difficulty or trouble report determined to be caused, in whole or in part, by the use of any CPE, Services, facilities, or other equipment which is not provided by the Company.

2.7 Title

2.7.1 Title to any and all equipment or facilities provided by Company under this Tariff will remain in the Company.

2.8 Customer Premises

2.8.1. Customer shall provide, without cost to Company, all equipment, space, conduit, and electric power required to terminate the Services at the Customer's premises. The Customer shall arrange for the company, or other Carriers as required, to leave access to the Customer's premises at all reasonable times for purposes of Service installation, Termination, inspection and repair. Customer shall be solely responsible for any damage to or loss of Company equipment while on the premises of Customer, unless such damage is caused by the negligence or willful misconduct of the Company, its employees, subcontractors or agents.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.9 Non-routine maintenance and installation

2.9.1 At the Customer's request, the Company will perform installation or maintenance on weekends or times other than during normal business hours; provided, however, customer may be assessed reasonable, additional charges based on the Company's actually incurred labor, material or other costs for such non-routine installation or maintenance. Said non-routine maintenance and installation will be subject to availability to Company by contract providers.

2.10 Interruption

2.10.1 The Company, without incurring any liability whatsoever, may make Scheduled Interruption at any time (i) to ensure compliance by the Customer with Regulations (including without limitation the provisions of this Tariff), (ii) to ensure proper installation and operation of the Customer's and the Company's equipment and facilities, (iii) to prevent fraudulent use of or access to the Services, or (iv) to perform any other maintenance, testing or inspection reasonably required for the provision of Services hereunder.

2.11 Service commencement and acceptance

2.11.1 Billing for Services will commence as of the Service Commencement date. The Company shall notify the Customer when Services ordered pursuant to an accepted Service Order are ready for use. Customer may refuse to accept such Services only if such Services fail to substantially comply with the specifications (if any) therefore set forth in the Service Order or in this Tariff.

2.12 Service Period

2.12.1 The Minimum Service Period ("MSP") will be for the term specified in the applicable Service Order, which term must be no less than thirty (30) days. Except as otherwise provided in the Service Order, (i) this MSP will automatically renew for subsequent terms of equal duration, and (ii) either the Company or the Customer may elect not to renew any MSP by written notice to the other no later than thirty (30) days prior to the expiration date of said MSP.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.13 Service Order Cancellation

2.13.1 Customers who cancel a Service Order prior to Service installation (including without limitation cancellation of special construction or Services provided on an individual case basis will incur a charge equal to the greater of (i) the non-recurring charges for the MSP, or (ii) the company's reasonably incurred, actual expenses associated with such cancellation.

2.14 Billing and Payments

2.14.1 Except as otherwise limited by Regulation, Customer shall be responsible for payment of all charges, whether authorized or not, for any and all use of or access to Services provided to Subscribers, including without limitation any unauthorized, unlawful or fraudulent use or access. Customer's charges for Credit Card Calls are subject to any applicable limitations established by Title 12 of the Code of Federal Regulations Part 226 ("Regulation Z") or to any other Regulation.

2.14.2 All amounts stated in each monthly invoice are due and payable immediately upon Customer's receipt thereof.

2.14.3 Except as otherwise provided in this Tariff, charges for Services will be billed to Customer on a monthly (30 day) basis. Local service charges, including installation charges, are billed in advance. Certain toll charges and NRCs are billed in arrears.

2.14.4 Charges for telecommunications Service will be billed to Customer on a monthly (30 days) basis, in advance, for the following month's service. Customer shall have fifteen (15) days from date of invoice to remit payment in full for all non-recurring and recurring monthly fees. Customer's Service will be discontinued if the amount stated on the monthly invoice is not paid in full by 5:00 p.m. on the 30th day of the month following the due date. Customers may pay their monthly bills with a cashier's check, money order, cash, money gram, credit card or ACH payment directly to the Company or at an authorized agent of the Company.

SECTION 2 - RULES AND REGULATIONS (CONT'D)2.14 Billing and Payments (Cont'd)

2.14.5 Except as otherwise provided in this Tariff, the Company, at its sole Option, may Terminate Services in the event Customer fails to pay any invoice within thirty (30) calendar days after the due date stated thereon, subject to five (5) business days prior written notice and to any other applicable Commission Regulations provided. Termination of Services by the Customer or the Company for any reason whatsoever will not relieve Customer of its payment obligations hereunder for all Service charges incurred by Customer through the date of Termination and without limitation any applicable termination or cancellation charges which Customer may incur. Customer will be liable for all costs of collection hereunder, including without limitation reasonable attorney's fees. Any invoice for Services not disputed in writing by Customer within twenty (20) days after receipt thereof is to be deemed conclusively correct and binding upon the Customer; provided, however, Customer will have the right to obtain Commission investigation of any disputed invoice before Service is disconnected in accordance with Regulation.

2.15 Late Payment

2.15.1 The customer's invoice is not considered past due until 20 days after the billing date. In this case, the Customer's account will be charged a late fee of 1.5% on the past due amount. No late fee will be assessed for a previously unpaid late fee.

2.16 Deposits

2.16.1 The Company may require a Customer to make a deposit to be held as a guarantee for payment of charges. The Company's credit and deposit policies will be equitable and non-discriminatory throughout its service area without regard to the economic character of the area or any part thereof. The Company will inform the Customer, in writing, of the reasons for the deposit request and the process by which service can be received without posting a deposit. The deposit shall not exceed an amount equal to two-twelfths of the estimated charge for this service for the ensuing twelve months. Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills, including any penalties assessed for service furnished by the Company. Interest rate on deposit will accrue at the rate of 6% per annum. The Company shall annually and automatically refund the deposits of customers who have paid bills for twelve consecutive months without having had service discontinued for nonpayment, or had more than one occasion on which a bill was not paid within the prescribed period and are not delinquent in payment. If a Customer's service or facility is discontinued, deposits will be returned.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.17 Advance Payments

2.17.1 The Company may require advance payments from Customers for the following services:

- (1) The construction of facilities and furnishing of special equipment; or
- (2) Temporary Service for short-term use.

2.18 Credit Limit

The Company may, at any time and at its sole discretion, set a Credit Limit for any Customer's or Subscribers' consumption of Services for any monthly period.

2.19 Taxes, Regulatory Fees, Assessments and Surcharges.

The Customer is responsible for payment of any and all state taxes or surcharges, including without limitation franchise fees, excise taxes, sales taxes, or municipal utilities taxes. All such taxes and surcharges will be billed by the Company as separate line items on Customer's invoice and are not included in any rates set forth in this Tariff. State and local sales, use and similar taxes, including gross receipts taxes, will be maintained as individual line items on a Customers invoice. Also billed in the same fashion are any and/or all applicable Federal, state, local and municipal (or otherwise) regulatory fees, surcharges and assessments along with other Company surcharges and cost recovery fees that are permissible by Federal and state guidelines.

SECTION 2 - RULES AND REGULATIONS (CONT'D)2.20 Discontinuation2.20.1 By Company

Notwithstanding any other provision of this Tariff, the Company may at its sole option and discretion cancel and/or Terminate Service to the Customer without incurring any liability therefore whatsoever, subject to (i) no less than thirty (30) business days prior written notice or such other notice period required by Regulation, and (ii) any applicable Regulations, for any of the following reasons:

- A By order of a Governmental Authority;
- B In the event of any unlawful, unauthorized or fraudulent use of or access to the Services, including without limitation violation of the provisions of this Tariff, a Service Order, the Company Service Agreement that is signed by Customer, or of any other Regulations, by the Customer, by any Customer or a Customers End User, or by any other person;
- C Customer's use of Services in excess of its Credit Limit (if any) or its failure to make an advance payment (if so required) for Services provided hereunder; or
- D Customer's provision of false or misleading information in its Service Order or in any other document delivered by Customer to the Company.
- E Cancellation and/or termination of Service shall not relieve the Customer of any unpaid amounts owed to Company and without limitation; shall include as applicable any cancellation/termination fees that are incurred by the Customer at time of cancellation and/or Termination of Service by Company.

2.20.2 By Customer

The Customer may cancel and/or Terminate Service upon thirty (30) days prior written notice, provided however, that Customer, upon cancellation and/or Termination of Services prior to the end of the Service Agreement for any reason whatsoever, will be charged the full amount for all recurring Charges applicable to the remainder of said Service Agreement.

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Robert House, CEO
Triton Networks, LLC.
12160 Abrams Road #200
Dallas, Texas 75243

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.21 Restoration of Services

The Company shall restore any Terminated Service in accordance with Commission Regulation, including but not limited to charging the Customer a reconnection fee as set forth in Section 4.3.

2.22 Limitation of Liability

2.22.1 Except as caused by its willful misconduct or negligence, the Company's liability with respect to any action, claim, judgment, damages, demand, liability or expense, (including without limitation reasonable attorney's fees) (i) brought or incurred by Customer, by any Subscriber, or by any other party in connection with the installation, provision, preemption, termination, maintenance, repair or restoration of Service (including without limitation 911 Service and Directory Listing Service) or (ii) arising from any Performance Failure, will in no event exceed an amount equal to the Service charges incurred by Customer for the month during which the Service was affected. Such amount will be in addition to any amounts that may otherwise be due Customer as Credits or Credit Allowances pursuant to the provisions of Section 2.26 hereof.

2.22.2 To the extent permitted by any applicable Regulation, the Company's liability for negligence will also be limited to the amounts described in Section 2.22.1 Hereof.

2.22.3 To the extent permitted by any applicable Regulation, the Company's liability for gross negligence will also be limited to the amounts described in Section 2.22.1 hereof.

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12160 Abrams Road #200
Dallas, Texas 75243

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.22 Limitation of Liability (Cont'd)

2.22.4 In no event will the Company be liable for loss of profits (even if the Company has been advised of the possibility of such loss) or for any indirect, incidental, special, consequential, exemplary or punitive damages whatsoever arising, directly or indirectly, from or in connection with the provision of Services (including 911 Service and Directory Listing Service) hereunder.

2.22.5 Except as caused by its willful misconduct or negligence, the Company will not be liable for defacement of or damages to Subscribers' premises or for any personal injury or death arising, directly or indirectly, from the furnishing of Services (including 911 Service and Directory Listing Service), including without limitation the installation or removal of any facilities, equipment or wiring associated therewith. Customer is solely responsible for connecting any and all apparatus, equipment and associated wiring on Subscribers' premises to the Services, and no other Carrier or third party engaged in such activity is to be deemed to be an agent or employee of the Company.

2.22.6 Any action or claim against the Company arising from any of its alleged acts or omissions in connection with this Tariff will be deemed waived if not brought or made in writing within thirty (30) days from the date that the alleged act or omission occurred.

2.23 Disclaimer

The Company will have no liability whatsoever to Customer, its employees, agents, subcontractors, or assignees, or to any other person for (i) damages arising out of any Underlying Carriers' or Other Providers' Performance Failure, (ii) any act or omission of any third party furnishing equipment, facilities or service to any Subscriber in connection with this Tariff or with the Services, or (iii) any other act or omission of any Other Provider, Subscriber or third party related to the use or provision of Services hereunder.

THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR OR IN CONNECTION WITH THE USE OR PROVISION OF SERVICES PROVIDED HEREUNDER.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.24 Indemnification

Subject to the limitations of liability set forth in Section 2.22 hereof, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any, and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, resulting from Injury to or death of any person (including Injury to or death of their employees) or from the loss of or damage to tangible real or tangible personal property or to the environment, to the extent that such Injury, death, loss or damage was proximately caused by any negligent act or omission on the part of the party from whom indemnity is sought, its agents, employees, subcontractors or assignees, in connection with use of the Services. The indemnifying party under this Section 2.24 shall defend the other at the other's request against any such action, liability, claim or demand. The party seeking indemnification under this Section 2.24 must notify the other promptly of written claims or demands for which the indemnifying party is responsible hereunder. The Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal (provided it pays the cost of any required appeal bond), compromise or otherwise deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability to the indemnified party.

2.25 Indemnification by Customer

Customer shall defend, indemnify and hold the Company (together with its officers, directors, employees, and agents) harmless from any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, arising from or in connection with:

2.25.1 Libel or slander resulting from Subscriber's use of the Services;

2.25.2 Any loss, damage, or destruction of any property or any personal injury (including death) not due to the Company's negligence or willful misconduct and caused, directly or indirectly, from the installation, operation, or other use (or failure to use) of the Services or any Company supplied facilities (i) in combination with the services or equipment supplied by the Subscriber or any third party, or (ii) in an explosive or otherwise hazardous environment;

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.25.3 Infringement of any patent, copyright, trademark, trade name, service mark or Trade secret arising from: (i) the transmission of any material transmitted (a) By any Subscriber of (b) by any other person using the Services provided to any Subscriber, Subscriber location or Authorization Code; or (ii) from the combination Subscriber's use of Services with CPE or with other Subscriber provided facilities Or services; and

2.25.4 Except as otherwise provided by applicable Regulation, any unauthorized, unlawful, or fraudulent use of or access to the Services provided to Subscribers.

2.26 Credits and Credit Allowances

2.26.1 Credits ("Credit(s)") to the Customer's fixed charges, if any, for Interruptions (other than Scheduled Interruptions or Interruptions caused by Other Providers for which a Credit Allowance is due the Company as described in Section 2.26.2 hereof) which (i) exceed in the aggregate twenty-four (24) hours per month, (ii) are directly caused by the Company, and (iii) are not due to the negligence or willful misconduct of the Subscriber, its employees, subcontractors, agents, or assignees, will be applied to Customer's account with the Company.

2.26.2 Service Credits are to be calculated by multiplying the monthly recurring rate (if any) for the affected Service by the ratio that the number of hours the Interruption bears to 720 hours. (For the purpose of this computation, each month is deemed to have 720 hours.) An Interruption is measured from the time the Company detects, or the Customer notifies the Company of, its occurrence until such time as the Interruption is cured. Each Interruption is to be considered separately for the purposes of this calculation and is be rounded to the nearest hour.

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Robert House, CEO
Triton Networks, LLC.
12160 Abrams Road #200
Dallas, Texas 75243

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.26 Credits and Credit Allowances (Cont'd)

2.26.3 Except as otherwise set forth herein, Customer's sole and exclusive remedy for any and all Performance Failures which consist of or give rise to Interruptions are Credits or Credit Allowances to the extent available under this Section 2.26; for any other Performance Failures or in the event Credits or Credit Allowances are unavailable (due to the fact, for example, that the Customer does not incur any fixed month charges), Customer's sole and exclusive remedy in lieu of said Credits or Credit Allowances will be an immediate right to Terminate Services prior to the expiration of the minimum Service Period.

2.27 Local Calling Area

The Company will provide Services from exchanges of its Underlying Carrier.

2.28 Access to Telephone Relay Service

Where required by the Commission, the Company will participate in telephone relay services for handicapped or hearing impaired Customers, and will comply with all regulations and requirement related thereto.

2.29 Compliance

The Company and Customer shall (and Customer shall cause Subscriber to) comply with all Regulations.

2.30 Force Majeure

The Company is excused from any performance failure due to causes beyond its reasonable control, including but not limited to acts of God, fire, floods, other catastrophes, insurrections, national emergencies, wars, strikes, work stoppages or other labor disputes, unavailability of rights-of-way, disconnection or unavailability (through no fault of the Company) of any Underling Carriers' facilities or services, or any Regulation or other directive, action or request of any Governmental Authority.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.31 Full Force and Effect

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

2.32 Cooperation

Customer shall cooperate with the Company to the extent necessary for the Company to discharge its obligations hereunder and as reasonably requested by the Company.

2.33 Governing Law

This Tariff is to be governed by and construed in accordance with the rules and orders of the Commission and the laws of the State of Washington.

2.34 Assignment

2.34.1 By Customer

The Customer may not transfer or assign its rights or obligations associated with any Service Order without the Company's prior written consent. The Company will permit a Customer to transfer its Service to another party only upon payment of all Charges due through the date of transfer. Such a transfer will be treated as a discontinuation, followed by an installation of new Services, subject to any applicable installation or other non-recurring Charges.

2.34.2 By Company

The Company may, in accordance with Regulations, assign its rights or delegate its obligations under this Tariff to any affiliate or successor in interest.

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

2.35 Special Construction

At its option, the Company may provide Customers, upon request, special construction of facilities or Services on an individual case basis ("ICB") at rates other than as set forth herein. Special construction of ICB is construction undertaken.

- 2.35.1 Where facilities are not presently available, and there is no other provision hereunder for the facilities to be constructed;
- 2.35.2 Where facilities other than those which the Company provides are requested by the Customer;
- 2.35.3 Where facilities are requested by the Customer over a route other than that which the Company serves;
- 2.35.4 When Services are requested in a quantity greater than that which the Company would normally provide to a Customer;
- 2.35.5 Where Services are requested by a Customer on an expedited basis; or
- 2.35.6 Where Services or facilities are requested on a temporary basis until such Services or permanent facilities are available.

The Charges for special construction or ICB (i) are subject to individual negotiation between the Company and the Customer, (ii) will be based upon the Company's actually incurred labor, material and other costs, and (iii) may include without limitation recurring, nonrecurring, and early termination Charges.

SECTION 2 - RULES AND REGULATIONS (CONT'D)2.36 Customer Complaints and/or Billing Disputes

Customers may contact the Company's representatives at 844-570-0555 or by mail at 12160 Abrams Road #200 Dallas, Texas 75243. If there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer, within ten (10) days of the notification or mailing of the Company's written summary of the findings or resolution of the dispute, a formal complaint may be filed with the Washington Public Service Commission, 6216 Woodland Square Loop SE Lacey, WA 98503, Telephone Number 360-664-1160, in accordance with the Commission rules of procedure. Consumer Services shall have primary jurisdiction over customer complaints.

2.37 If payment for Service is made by a check, draft, or similar instrument (collectively "Check") that is returned to the Company unpaid by a bank or another financial institution for any reason, the Company will bill the Customer a returned check charge. In addition, the Customer may be required to replace the returned Check with a payment in cash or equivalent to cash, such as cashier's check, certified check or money order.

2.38 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.

SECTION 3 - DESCRIPTION OF SERVICE3.1 Local Exchange Service

The Company provides resold local dial tone and Voice over Internet Protocol telecommunications services throughout all Counties of the State of Washington. The Company's traditional voice services such as local dial tone, access to 911, e911, Directory Assistance, and Operator Services are available by way traditional lines and IP delivery. Facsimile over IP is also supported. The Company does not offer any residential local services.

The Company will provide the Hosted PBX functionality via cloud technology. The Customer may bring their own broadband connection, procure connectivity through a last mile provider (ILEC, CLEC, IXC, Fiber provider, etc.), or the Company can offer the direct connection to the Customer through a complete bundle of services.

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SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)

3.2 Special Arrangements

3.2.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's Tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- nonrecurring charges;
- recurring charges;
- termination liabilities; or
- combinations of all of the above.

3.2.2 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a Customer.

- A. The period on which the termination liability is based is the estimated service life of the facilities and service provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)

3.2 Special Arrangements (cont'd)

3.2.2 Termination Liability (cont'd)

1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - a) equipment and materials provided or used;
 - b) engineering, labor, and supervision;
 - c) transportation; and
 - d) rights of way and/or any required easements;
2. license preparation, processing, and related fees;
3. Tariff preparation, processing and related fees;
4. Cost of removal and restoration, where appropriate; and any other identifiable costs related to the specially constructed or rearranged facilities.

Issued: September 30, 2019
By:

Robert House, CEO
Triton Networks, LLC.
12160 Abrams Road #200
Dallas, Texas 75243

Effective: October 26, 2019

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)

3.3 Non-Routine Installation and/or Maintenance

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

3.4 Individual Contract Basis (ICB) Arrangements

Rates may be negotiated and adjusted on an Individual Contract Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the service and will be made available to the Washington Public Service Commission Staff on a proprietary basis. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers. Such ICB arrangements may specify, among other things, length of service, minimum volume of service required, and the rates and charges for the proposed service. Terms of ICB provided to Customers will be provided on a proprietary basis to Commission Staff.

3.5 Listing Services

For each Customer of the Company-provided Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings, for an additional charge.

3.5.1 Non-Published Service

This optional service provides for suppression of printed and recorded directory listings. A Customer's name and number do not appear in printed directories or Directory Assistance Bureau records.

3.5.2 Non-Listed Service

This optional service provides for suppression of printed directory listings only. Parties may still obtain the Customer's number by calling the Directory Assistance bureau.

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)

3.6 Blocking Service

3.6.1 General

Blocking service is a feature that permits customers to restrict access from their telephone line to various discretionary services. The following blocking options are available to residential and business customers:

- A. 900, 971, 974, & 976 Blocking – allows the subscriber to block all calls beginning with the 9XX prefixes (i.e. 900-XXX-XXXX) from being placed.
- B. 700 Blocking – allows the subscriber to block all calls beginning with 700 prefixes from being placed.
- C. Third Number Billed and Collect Call Restriction – provides the subscriber with a method of denying all third number billed and collect calls to a specific telephone number provided the transmitting operator checks their validation data base.
- D. Toll Restriction (1+ and 0+ Blocking) – provides the subscriber with local dialing capabilities but blocks any customer-dialed call that has a long distance charge associated with it.
- F. Direct Inward Dialing Blocking (Third Party and Collect Call) – provides business customers who subscribe to DID service to have Third Party and Collect Call Blocking on the number ranges provided by the Company.

3.6.2 Regulations

- A. The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls.
- B. Blocking Service is available where equipment and facilities permit.

3.6.3 Blocking - Rates and Charges

Blocking of 9XX prefix and 700 numbers are provided without charge to the Customer.

SECTION 4 - RATES

		<u>Monthly Recurring Charge:</u>
4.1	SIP Trunk:	
	bundled 1d 500 mins	\$35.00
	no 1d bundle	\$29.99
	Per Trunk Charge (One Time Cost)	\$40.00
4.1.2	DID (cost per DID)	\$ICB
Note: Cost per DID varies based on added feature-set(s) selected by Customer.		

4.2 Installation, Moves and Changes

Installation, Adds, Changes and Moves	Rates
Change Order Charge	\$35.00
Cancellation Prior to Installation Charge	\$1,000.
Local Tech Trip Charge	\$50.00
Local Tech Service Call Charge - Hourly	\$150.00

Fees	MRC - Rates
Toll Free Monthly Fee	\$3.95
LD Bill Fee (Per month/per line)	\$2.25
Custom Billing Fee	\$15.00
Paper Invoice Fee	\$15.00
Federal Access Recovery Fee	pass through from underlying carrier based on Service type.
Service Order Fee - FTR (per order)	\$85.00
Central Office Activation - ATT	\$95.00

Note: Some, any and/or all fees may be applicable to Customer invoices based on products and services that are being invoiced to Customer. At the sole discretion of the company, Company may invoice less than the stated per fee charge to Customer. .

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Dallas, Texas 75243

SECTION 4 – RATES (CONT'D)**4.3 SIP Service and Options**

SIP Service/Options	MRC - Rates
Efax TN (Inbound only)	\$5.00
Hosted Reporting - Extensions	\$6.50
Efax TN	\$7.75
Cloud Services: (List)	\$11.00
Hosted Email	\$11.00
Hosted Seat Package (DID, 911 CNAM, LD)	\$11.00
Find Me/Follow Me	\$11.50
Hosted Messaging Station	\$13.00
Hosted Auto Attendant (additional)	\$16.25
Hosted Seat (Basic)	\$27.00
Hosted Seat (Classic)	\$34.50
Hosted Seat (Courtesy)	\$19.50
Simply Voice	\$21.00
Virtual Hosted User	\$25.00
Hosted Seat (Premium)	\$32.00
Simply Voice Plus	\$36.50
Reconnection Fee	\$250.00

4.3.1 Additional Business Services

SIP Service/Options	MRC - Rates
Remote Call Forward - Initial Path	\$32.00
Remote Call Forward - Add'l Path	\$32.00
Business Measured Line	\$40.50
Business Flat Line	\$50.75
Business Hunt Line	\$52.00
Business Flat Line - FTR	\$54.50
Business Local Call (Secondary)	\$71.50
Business Local Call (Primary)	\$78.00
Metro Flat Line	\$282.75

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SECTION 4 – RATES (CONT'D)**4.2 Additional Features and Charges**

Additional Features and Charges	MRC - Rates
DID: SIP	\$0.50
Caller ID - SIP	\$1.50
DID: Solo DID	\$1.95
Feature: (List)	\$3.25
Conference Feature - Monthly Fee	\$6.00
Call Recording	\$13.00
Call Forward Variable	\$16.00
Call ID Name/Number	\$30.00
DID w/ description	\$30.00
Dedicated Trunk Overflow	\$65.00
Local T1 Feature:	\$65.00
Auto Attendant - Hosted	\$90.00
Auto Attendant - SIP	\$90.00
Directory Assistance	\$3.50
Operator Assistance	Pass Through Cost
Other Listings	Pass Through Cost

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Dallas, Texas 75243

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ATTACHMENT F

LEADERSHIP & MANAGEMENT BIOGRAPHIES -

Demonstration of Managerial, Financial, Technical and Operational Capabilities

CHARLES G. BRIDGES

charles_bridges2002@yahoo.com Cell: (469) 774-8398 www.linkedin.com/in/charlesgbridges

CONTROLLER

Analytical detail-oriented accounting professional with diverse accounting experience managing professional staff, coordinating special projects, and meeting critical deadlines. Seeking to make a difference to my employer by leveraging my accounting expertise, providing the highest standard in financial reporting and maximizing profitability as a result.

SUMMARY OF QUALIFICATIONS

- FINANCIAL REPORTING (Multi Company & Divisions)
- SUPERVISORY EXPERIENCE (Staff of 15)
- ESTABLISH AND MAINTAIN STRONG INTERNAL CONTROLS
- COORDINATE MONTH/QTR/YEAR-END CLOSE CYCLES
- ACCOUNT RECONCILIATION EXPERT-RESOLVE ISSUES
- BANKING RELATIONSHIPS
- STRONG ABILITY TO MULTI-TASK
- HANDLE CONFIDENTIAL INFORMATION
- QUALITY DRIVEN AND FOCUSED
- STRONG INTERPERSONAL /COMMUNICATION SKILLS
- ADVANCED MS OFFICE, EXCEL, PEOPLESOFT LEDGER AND FINANCIALS, POWERPOINT, QUICKBOOKS SKILLS
- STRONG BUDGETING & LONG RANGE FORECASTING

PROFESSIONAL EXPERIENCE

INTERPRISE DESIGN, INC., Addison, TX

NOV 2016-MAR 2018

Title: Controller

- Responsible for Accounting operations of the company to include cash management, risk management, generating monthly financials according to GAAP, comprehensive set of goals, controls and budgets designed to mitigate risk, produce accurate financial results, and measure the overall performance of company operations.
- Design Excel Cash Report to provide a 3-way reconciliation of cash on a daily basis.
- Design a Budget template for financial budgeting purposes and also a template for 5 year financial forecast.
- Implement a process to document and track all collection efforts on Client past due invoicing; including email contacts, phone contacts and SCC filings.
- Generate Powerpoint templates and charts (Comparative Actuals vs Budget) for quarterly board meetings to include the following categories: Cash, Accounts Receivable, Accounts Payable, Revenue by Dept, Total Expenses, Contract Retainage, Staff Utilization by Employee & Dept. Overhead, DPE, and KPI's.
- Utilize DELTEK Ajera Accounting ERP software solution for billing, payables, financial reporting, project management, and contract management. Responsible for reconciling all Ajera modules on a monthly basis.
- Provide year end financials and detailed schedules to the external CPA firm for the preparation of annual Franchise and Federal tax returns.
- Supervise two staff accountants.

FEDERAL DEPOSIT INSURANCE CORPORATION, Dallas, TX

SEPT 2010-OCT 2016

Title: Financial Institution Accountant (Securities Accounting)

- Perform resolution and receivership functions that include closing failed financial institutions and the liquidation of assets and accounting for such liquidations utilizing FDIC systems. Participated in seven bank closings by handling the Securities Accounting proforma process. Utilized the SMART program and Proforma Program to effectively create all files and reports and document the securities assets and proforma jackets for each bank closing.
- Maintain weekly reconciliation of Securities asset inventories in Excel spreadsheet format.
- Perform extensive research to resolve asset related issues.
- Monitor the transactional activity on 500 externally serviced assets and report issues that arise. Handle the corrections, adjustments, liquidations, and re-booking of transactions for these assets when necessary. Reconcile on a daily basis.
- Routinely assist and provide direction to FDIC staff regarding the correct handling of asset maintenance.
- Review, analyze, and coordinate the processing and posting of security Principal and Interest payments.
- Maintain PeopleSoft General Ledger to Subsidiary Ledger reconciliations for Securities Asset accounts on a daily basis.
- Effectively maintained 700 assets through a Special Securities Cleanup Project assigned to me due to expertise in interpreting and processing asset transactional detail.
- Gained a broad-based knowledge of the FDIC financial and asset management systems and know the unique business rules that are required to process transactions within and between the various systems. Routinely provide direction to work associates on systemic business rules, policies and procedures to ensure continuity within the FDIC financial systems including PeopleSoft Financials.

GOLDIN PEISER & PEISER LLP, Dallas, TX

MAY 2008-JAN 2010

Title: Controller

- Coordinated accounts payable and vendor relations, accounts receivable billing and client relations, collections, payroll, tax reporting, IT systems coordinator, cash management and forecasting, banking relationships, risk management, building/property management, GAAP financial statement preparation for four entities, account analysis and annual budgets for four entities, human resources functions to include administration of 401K plan and employee benefits, CPE coordination, CPA license monitoring and renewals, productivity monitoring of all staff members of the firm.
- Strong QuickBooks experience processing and maintaining General Ledgers, Payroll, Cash Management, Accounts Receivable and Accounts Payable for four (4) entities.
- Performed monthly General Ledger to Subsidiary Ledger reconciliations for Accounts Receivable, Cash Management/Bank Reconciliations, Partner draws, and various expense accounts.
- Responsible for federal partnership tax return preparation for the firm.

CITIGROUP, N.A., Irving, TX

JUNE 2002-JULY 2007

Title: AVP-Expense Management Specialist-Analyst/Commercial Business Group (2004-2007)

- Analyzed, developed and implemented processes to control Operating Expenses resulting in overall savings of \$13.4 million in 2005 and \$5.1 million in 2004.
- As a result of my expense management experience and analytical skills acquired, I developed the knowledge of a wide range of analytical and evaluative methods and proficiency with state of the art automated systems to effectively analyze financial data. I created graphs and developed presentations in PowerPoint to be presented to Senior Management.
- Interacted directly with senior management (CFO and CEO) on an ongoing basis regarding the oversight of certain financial "hot" spots that required monitoring to ensure that accounting policies and procedures were being adhered to within the Finance department. I also handled and advised senior management on special projects and handled all External Allocations for our division.

Title: AVP-Project Manager/CitiCapital Financial Controllers Group (2002-2004)

- Coordinated numerous projects requiring expertise in advanced accounting principles, methods, concepts, and practices.
- Performed End of Month close functions with PeopleSoft General Ledger to include creation of Excel templates that would upload all Loan and Lease financial data and balances to Citigroup corporate for SEC reporting purposes. A thorough understanding of GAAP and regulatory accounting procedures regarding Loan and Lease structure was required to create and process templates accurately and timely.
- Prepared journal entries and performed monthly account reconciliations and analyzed data on 1,200 accounts utilizing PeopleSoft General Ledger; confirmed the balances in the reconciliation database. Responsibilities included reconciling all Equity accounts and various other accounts as assigned using Excel with Hyperion Essbase utilizing pivot tables and vlookups, linking files and sheets, and writing macros to update files and reconcile PeopleSoft General Ledger to Subsidiary Ledger accounts each month.

HAMM COMPACTORS, INC., Irving, TX

1999-2001

Title: Chief Financial Officer

- Handled cash management and treasury functions to include coordination of A/R billing and collections translating into 40% greater collections than industry standard and management of A/P vendor contracts yielding over \$50K in reduced operating expenses while serving as Chief Financial Officer for this Irving, TX privately held wholesale distribution division.
- Implemented and administered 401(k) plan. Handled payroll and employee benefits administration.
- Supervised full-time and temporary accounting staff; to include interviewing, hiring, performance reviews and mentoring.
- Performed duties as liaison between German parent company, management in Irving office, accounting/audit firm in Texas and Canadian subsidiary relating to all finance issues.
- Negotiated vendor fees and terms, and successfully managed 200 vendor accounts.

J A MAJORS COMPANY, Dallas, TX

1988-1999

Title: Controller

- Handled financial functions and reporting of seven entities, ten divisions of a wholesale and retail distribution facility; including accounting department and accounts payable department supervision; preparation, analysis and review of monthly comparative financial statements; established and maintained operational procedures, accounting systems and internal controls while reporting directly to Vice President of Finance.

- Staffed full-time, part-time and temporary accounting personnel, including interviewing, hiring, performance reviews and mentoring of fifteen employees, including two managers and three degreed staff accountants.
- Negotiated vendor fees and terms, and successfully managed 6000 vendor accounts resulting in significant corporate savings.
- Handled all cash management and treasury functions
- Coordinated yearend audits and reviews for Big Five Accounting firm: established yearend audit PBC files; facilitated annual audits and recognized a 60% reduction of audit fees.
- Served as Project Manager in accounting system conversion to PeopleSoft.
- Demonstrated ability to establish fail proof accounting systems, procedures and controls.
- Coordinated two "No Change" IRS audits of company records

EDUCATION

BBS Accounting, *Eastern Illinois University*, Charleston, IL
CPA Candidate

David E. Hughes

Experience

2006 - Present Triton Networks, LLC Dallas, TX

Senior Executive

- Billing – guided the implementation of billing software on behalf of the company; oversaw monthly billing procedure; work with internal auditors to reconcile billing vs. vendor payments or invoices.
- Operations – first escalation for provisioning issues; first escalation for complex orders in jeopardy; coordinated technical field personnel for installations, service cutovers and problem resolution. .
- Project Management – Provided support and coordination for installations and activations for certain carriers and carrier end users. The projects could be large make ready installs, or may be turnup and activations where a tech is needed for wiring or training.
- Sales Support/Customer Relations – Prepared multi-product or multi-location bids for service for complex prospective customers; reviewed and approved documentation on closed complex sales; oversaw the provisioning of complex customers or projects that required multiple vendors and timelines.

1993 - 2006 United Communications / CallOne Dallas, TX

CFO, Vice President, Director of Operations

- Billing – guided the implementation of billing software on behalf of the company; oversaw monthly billing procedure for TX billings; interfaced with designers for new vendor relationships and improved tax reporting.
- Operations – first escalation for provisioning issues; first escalation for complex orders in jeopardy; coordinated technical field personnel for installations, service cutovers and problem resolution
- Vendor Relations – Coordinated day to day relationships with company's various vendors and sales distributors; helped negotiate key company service agreements; reviewed and approved for payment certain vendor invoices and coordinated disputes of overcharges or errant charges.
- Sales Support/Customer Relations – Prepared multi-product or multi-location bids for service for complex prospective customers; reviewed and approved documentation on closed complex sales; oversaw the provisioning of complex customers or projects that required multiple vendors and timelines.

1990 – 1993 International Communications Dallas, TX

Vice President

- Oversaw the formation and capitalization of the company; helped negotiate secondary capitalization
- Coordinated sales support and commission compensation for over 100 sales

distributors in 5 states.

- Oversaw key carrier/vendor relationships and approved certain invoices for payment.

1989 – 1990 Access Video Dallas, TX

Part Owner

- Revived dormant business and tripled sales volumes.
- Oversaw effort to recapitalize and expand operations.
- Implemented collections activity that shrunk outstanding A/R by 60%.

1985–1989 EquiSource Dallas, TX

Account Executive

- Structured and promoted investment partnerships in real estate and banking.
- Worked with key investor groups and high income investors to analyze potential investment opportunities.
- Negotiated the sale and trade of mortgage or other promissory note packages.

1977 – 1985 James R. Grant & Assoc Dallas, TX

Account Executive

- Financial Consulting and investment advice for high income individuals
- Investment analysis and structuring of limited partnerships.
- "Troubled" company turnarounds.

Education

BBA, Baylor University, Waco, TX May, 1976
MBA, Baylor University, Waco, TX August, 1977

Interests

Traveling, hiking, camping

Other

Married with 2 grown boys

Religious Affiliation: United Methodist

Involved in Boy Scouts for 10+ years

NIBIA ROJAS

Phone (469) 231-8752
nibia.rojas@gmail.com

SUMMARY OF QUALIFICATIONS

Telecommunications professional with over fifteen years progressive experience in Order Processing, Billing Analysis, Customer Care and Repair.

ACCOMPLISHMENTS

- Travel to Customer location, for Face to Face meet and greet before projects begin.
- Process Weekly and Monthly Billing reports to multi location Key Customer.
- Travel to convert business and residential ISP accounts to Valor systems, perform data validation, bill verification and product mapping, working from start to finish in all billing aspects
- In a period of two months, while being the only Provisioner with Valor Business Solutions, I successfully trained two new Provisioners and maintained the provisioning interval.

SKILLS

ToolBar/LEX
Windows 10
Order Processing
UDP-COMET

Frontier
Microsoft Excel, Word, Access
Alltel Systems: CCS/CAMS
Ucommand/Global Crossings

QuickBase
Bill Analysis
TBS/ASAP
Bilingual

SUMMARY OF QUALIFICATIONS

Triton Networks LLC, Dallas Texas.

Service Delivery Manager: October 2014 – Present

- Manage a team of 3 Service Delivery Coordinators.
- Prepared New and Change orders, review Customer and Carrier paperwork for accuracy, before issuing order to Coordinator for processing.
- Help Team Escalate when orders are not meeting SLA's
- Manage Multi Location projects along side with Service Delivery Coordinator, set up weekly update calls with both Customer and Carrier.
- Help Develop New tools to help Improve order process, Welcome letters, User Guide's for SIP Feature Numbers
- Continue work with Key customer on Pass-Thru Bill accounts, review bills for accurate billing and contract status.
- Work with offsite Repair call center on customer Trouble Tickets, maintain a daily, weekly and monthly report of tickets worked by call center.
- Communicate with Repair Afterhours when assistance is needed.
- Review and Issue Billing Dispute with Vendors on incorrect charges.
- Created Service Delivery Wanted Add for new Hires
- Help improve and issue Performance reviews for Service Delivery Team.

Service Delivery Coordinator: October 2006 – September 2014

- Provision New, Move, Add or Change order via ToolBar and WISE Analog services
- Process Complex order DSL, T1 Circuits, PRI via AT&T and McLeod
- Process SIP orders via AccessLine Comminutions.
- Coordinate with Voice and Data Customer Vendors along with Carrier Technicians for service activations.
- Manage Multi Location Projects from start to completion for 5 to 10 service locations.
- Pass-Thru Bill Analysis for Key customer, review of monthly invoices, update contract dates, kept tracked service charges and dispute over charges.
- Created training Materials for new Coordinators
- As a sole Provisioner took care of Customer Care and Repair Calls on daily basis
- Carrier Company Cell Phone for afterhours repair calls.
- Develop After Hours Repair Notebook.
- Issue Billing disputes with all vendors to correct pricing, update contract status and simple billing address changes.

Valor Telecom /Windstream, Irving Texas.

Billing Specialist III – Accounting: April 2001 – September 2006

- Research and monitor Complaint Database. Responsible for reviewing adjustment request and back up for accuracy before submitting for approval signatures.
- Research and approve accounting reports of customer's accounts with credit balances prior to release of customer refunds.
- Research and analyze Tax-Exempt customers to provide necessary credits as identified by the Tax Department.
- Research 2000 to 6000 entered adjustments weekly for repetitive adjusted customers or issues to identify process gaps. Determine if the adjustment polices and procedures are being followed. Help to determine if system enhancements are needed.
- Perform complex billing account reconciliation, analysis, root cause and preventative actions to resolve customer billing issues in multiple billing systems. Responsible for identifying and documenting bill variances over/under 10% for the company's top 100 premier accounts.
- Validate that all circuit business accounts billing in CAMS have the correct identification ASOC and circuit ID.
- Work daily with other departments to insure customer information is billing accurately in CAMS and the correct service and products are entered in ASAP.

Valor Business Solutions/Valor Telecom, Irving Texas.

Local Service Provisioner: April 2001- July 2002

- Processed customer new installs, moves, adds, changes, and disconnects by utilizing MS Access, Southwestern Bell's ToolBar site of applications, and Alltel's CCs Billing systems.
- Provisioned and billed new activations, conversions of Toll free services, account codes, long distance, and calling cards through WorldCom's EDE systems.
- Assisted the repair and maintenance and customer care department in handling highest priority outages and service orders to ensure customer satisfaction.
- Negotiated completion of problematic orders with Southwestern Bell Local Service Center.
- Frequently requested by name to handle sensitive, urgent, and high priority customer orders.
- Develop training materials and job aides for new Provisioners.
- Successful conversion of CLEC to CLEC orders.
- Successfully converted the first resale ISDN lines for Valor Business Solutions.
- Identified as a key player to assist in transitioning the customer base from Valor Business Solutions to NTS Communications. As well as solely handling customer care issues and collecting approximately \$10,000 in outstanding revenue.

EDUCATION

1993- 1997

Irving High School

Irving TX.

HONORS

- Awarded Valor Telecom Outstanding Service Provider 3rd Quarter in 2005
- Received 13 Valor Telecom Shinning Star peer recognition in 2005
- Awarded Valor Telecom Rock Star Award for ISP Conversion Team 2005
- Awarded Valor Telecom Rock Star Award for Kerrville Conversion 2005

Robert W House

Phone: 214.616.6112

rhouse@tritonnet.com

717 Smirl RD
Heath, TX 75032

SENIOR SALES & MANAGEMENT EXECUTIVE

Sales & Marketing □ **Business Development**
Financial Management □ **Operations Management** □ **Administrative Management**
Telecommunications Industry

Results-driven Management Executive with over sixteen years' experience leading successful start-up and high-growth business units in a fast-moving, competitive, volatile industry. Accomplished in identifying and capitalizing upon market opportunities to drive revenue and profit. Builds strong sales and management teams, develops key client relationships, provides superior customer service, and develops in-depth product knowledge. Combines strong administrative and sales/operations management qualifications with expertise in P&L and financial management. Proven track record in developing and implementing strategies that drive productivity, increase operational efficiency and minimize costs.

PROFESSIONAL EXPERIENCE:

Triton Networks, LLC

CEO/Founder

2006-Present

Management Executive and Founder of telecom company responsible for day to day operations, overall strategy, personnel, and company P & L. Duties include indirect and direct sales recruitment, training, day-day sales management, enterprise account management and development.

Call One

General Manager, Southwest Markets - Dallas, Texas

2003-2006

Management Executive responsible for all aspects of sales (Direct and Indirect) and operations within a four state CLEC markets. Developed and managed relationships of all vendors and customers. Negotiated all contracts for end-users and providers.

Innosync

COO - Dallas, Texas

2001-2003

Executive responsible for raising capital and managing all aspects Telecom software company. Was instrumental in developing and implementing overall strategy. Managed all aspects of company and personnel. Instrumental in spearheading national telecom software initiative across key markets. Managed the Alternate Channel group for US selling the total suite of business and in-region consumer products.

Premisnet

VP of Sales/Marketing - Dallas, Texas

1996-2003

Managed all aspects of the sales and marketing efforts for emerging telephony and networking product. Exceeded sales plan by 2500% and responsible for product feature set, packaging, and overall marketing strategy. Responsibilities also included: sales management, recruiting, training, P&L management.

Call One

Sales Manager, Southwest Region -Dallas, Texas

1989 to 1996

Managed day-to-day indirect sales channel and operations for Southwest Region including recruiting at all levels and disciplines, program implementation, financial and operational reporting, facilities, compensation and recognition programs. Trained and supervised of 40 Partners Directors with over 100+ sales and administrative associates in 5 offices. Streamline operational procedures to substantially lower costs, reduce errors, improve customer satisfaction and retention. Develop and monitor a budget including capital expenditures, facility management, personnel salaries and commissions, and recognition programs while maximizing P&L contribution.

SWLD

1987 to 1989

VP of Sales – Dallas

Development of overall strategy marketing Long Distance to small – medium size businesses. Responsible distribution channel, marketing plan, product placement, training, and vendor relationships. Management of complete marketing team.

EDUCATION/CERTIFICATION/HIGHLIGHTS:

**North Texas University
Social Science**

Denton, TX

**Eastfield Jr College
General Business**

Mesquite, TX

Teresa House
717 Smirl Dr
Heath, TX 75032
Phone (214)570-0555 x413
Home Phone (972) 771-2107

OBJECTIVE

Secure a position utilizing my acquired business skills, abilities and talents with a stable Company offering an environment enabling future advancement.

QUALIFICATIONS

My most valuable attributes are my willingness to be a team player in whatever corporate atmosphere and the capabilities to function successfully in a multi-task environment. In addition, I have the ability to build strong rapport with client base. Technical skills include all office machines, multi-line systems and knowledgeable computer skills. I am very self-reliant and able to handle pressure and meet projected deadlines.

June 1-06-Present Accounting Director

Triton Networks LLC (214-570-0555)

All customer monthly billing, accounts receivables and payables.

Collections of past due accounts, bank deposits, bank reconciliation, filing,

Financial Reports, correction of accounts. All customer monthly billing.

Rendering monthly customer bills. Interacting with customers billing questions and collections,

2003-May 2006 Administrative

Assistant/Customer Service, UCS/Call One (972) 669-8300 (no longer in business)

Front line service rep, interacting with customers and vendors to resolve any/all telecom problems. Also, served as the initial provisioning administrator, responsible for conversation of all telecom services for new customers and adds moves and changes for existing customers. Responsible for billing entry and rendering customer bills each month.

1999-2003 Administrative Assistant,

Midessa Telephone Systems, Inc. (432) 563-0266

My duties include customer service, managing the multi-line phone system, and data entry. Additional duties include conducting and responsibility for daily work orders, assigning PO's, creating invoicing, matching invoice with PO, maintained QISV updated on Web, equipment and services quote. Along with equipment ordering, setting up new customer's, typing all new sales contracts, creating sales packets, support for 4 field tech's and 3 salespeople, and support to bookkeeper, vice president, and president. Recent duties are ordering and provisioning of customers

telephone service.

1996-1999 Administrative Assistant to VP to Retail Sales, Big Tex Trailers
(432) 563-0300

Supported Vice President of Operations with traditional duties along with computer, reports, travel arrangements, regional corporate party arrangements. Also, supervised the front receptionist. Moved to the Retail Sales Division in 1999, selling utility, horse and motorcycle trailers, submitting customer loan application, inventory. Received salesperson of the month after only the second month.

1991-1996 Leasing Agent, Hall Financial (Polo Park and Wildflower Apartments)

Responsibilities were leasing properties, interaction with new and existing residents and weekly occupancy reports. Additional duties included public relations, phones, computer, 10-key, and rent roll.

EDUCATION

Diploma, Cooper High, 1981

Management Seminar 1993

Financial Seminar (Leasing) 1995

COMPUTER SKILLS

Windows 95/98, Windows 2000, Microsoft Works, Word, Excel, Access, Quick Books, SMC, ICM