



DAVID J. ROBINSON
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SYNIVERSE TECHNOLOGIES, INC.
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May 24, 2004

The Honorable Dale Hardy Roberts
Chief Regulatory Law Judge/Executive Secretary
Missouri Public Service Commission
200 Madison Street
Jefferson City, MO 65102

RECEIVED²
MAY 26 2004
Records
Public Service Commission

RE: Missouri Public Service Commission Case No. XA-2004-0187; Application of TSI Telecommunication Network Services Inc. for Certificate of Authority to Provide Interexchange and Nonswitched Local Telecommunication Services in the State of Missouri – Notice of name change to Syniverse Networks, Inc.

Dear Judge Roberts:

TSI Telecommunication Network Services, Inc. was granted a Certificate of Authority to resell private line services on November 30, 2003 by the Missouri Public Service Commission; Case No. XA-2004-0187. In addition, our Tariff was approved; Tariff File No. YX-2004-0546. TSI Telecommunication Network Services, Inc. has decided to change its corporate name to Syniverse Networks, Inc.; no other aspect of our business changed.

To facilitate our name change with the Missouri Public Service Commission, pursuant to 4 CSR 240-2.060, attached please find a copy of our filing with the Missouri Secretary of State and an original plus eight (8) copies of our revised tariff reflecting our name change to Syniverse Networks, Inc.

Please review this information, I am available to answer any questions or provide additional information. I believe this information satisfies Commission requirements to facilitate our name change. Again, please let me know if you require any additional information.

Sincerely,

A handwritten signature in black ink that reads "David J. Robinson". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

David J. Robinson
Syniverse Technologies, Inc.

ATTACHMENTS

cc: Mark Comley, Esq. – Local Counsel
601 Monroe Street, Suite 301
Jefferson City, MO 65102

STATE OF MISSOURI



Matt Blunt
Secretary of State

AMENDED CERTIFICATE OF AUTHORITY OF A FOREIGN CORPORATION

WHEREAS,


SYNIVERSE NETWORKS, INC.
F00523376

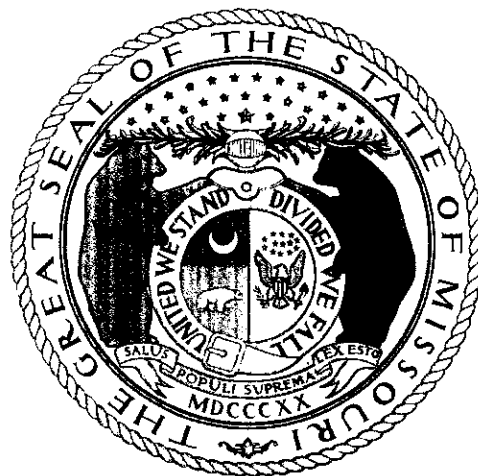
FORMERLY,

TSI TELECOMMUNICATION NETWORK SERVICES INC.

incorporated under the laws of the State of Delaware and now in existence and in good standing in said State, and qualified to transact business in Missouri has delivered to me, duly authenticated evidence of an amendment to its Articles of Incorporation as provided by law, and has, in all respects, complied with the requirements of The General and Business Corporation Law of Missouri, governing Amendments to the Articles of Incorporation of Foreign Corporations, and in accordance therewith issue this Certificate of Amendment.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 4th day of March, 2004.


Secretary of State



File Number: 200406521103
F00523376
Date Filed: 03/04/2004
Matt Blunt
Secretary of State

State of Missouri
Amend/Restate - Gen Bus 2 Page(s)



T0406407163

State of Missouri
Matt Blunt, Secretary of State



Corporations Division
P.O. Box 778, Jefferson City, MO 65102

James C. Kirkpatrick State Information Center
600 W. Main Street, Rm 322, Jefferson City, MO 65101

**Application for an Amended Certificate of
Authority for a Foreign Corporation**

(Submit in duplicate with filing fee of \$25.00)

The below corporation, relating to amending its certificate of authority of Foreign Corporation, does hereby state:

(1) Its name is: TSI Telecommunication Network Services Inc.
and is incorporated in the State of: Delaware; and it
was qualified in the State of Missouri on 05/22/2003
(month/day/year)

(2) By appropriate corporate action on: 03/01/2004, the corporation:
(month/day/year)

(1) Changed its corporate name to: Syniverse Networks, Inc.

Name it will use in Missouri if new name not available: _____

(2) Changed its period of duration to: _____

(3) Changed the state or country of its incorporation to: _____

(3) There is attached hereto a Certificate of the Secretary of State of the State of Delaware
relating to the amendment(s), set forth in item 2 above and showing that the Corporation is in existence and in
good standing in said State.

(4) The effective date of this document is the date it is filed by the Secretary of State of Missouri, unless you indicate
a future date, as follows: _____
(Date may not be more than 90 days after the filing date in this office)

In affirmation thereof the facts stated above are true.

Robert F. Garcia, Jr.

Vice President

March 1, 2004

(Authorized Signature)

(Printed Name)

(Title)

(month/day/year)

Attached is an original current certificate attesting to the change, duly authenticated by the secretary of state or
other official having custody of corporate records in the state or country of incorporation.

Delaware

PAGE 1

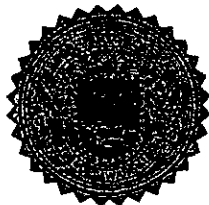
The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "TSI TELECOMMUNICATION NETWORK SERVICES INC.", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME TO "SYNIVERSE NETWORKS, INC.", THE FIRST DAY OF MARCH, A.D. 2004, AT 12:53 O'CLOCK P.M.

~~AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE NOT HAVING BEEN CANCELLED OR DISSOLVED SO FAR AS THE RECORDS OF THIS OFFICE SHOW AND IS DULY AUTHORIZED TO TRANSACT BUSINESS.~~

3477909 8320

040153413



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 2962270

DATE: 03-02-04

Schedule of Rates, Rules and Regulation
for

SYNIVERSE NETWORKS, INC. (SYNIVERSE)
One Tampa City Center #700
Tampa, Florida 33602

Rules and regulations applicable for furnishing to Customers of Resold Intrastate Interexchange Services by SYNIVERSE NETWORKS, INC. (SYNIVERSE) between one or more points in the State of Missouri as authorized by the Public Service Commission. SYNIVERSE is classified as a competitive telecommunications company in the state of Missouri. This Tariff is on file with the Public Service Commission and may be inspected during regular business hours. Copies also may be inspected during regular business hours at One Tampa City Center, Suite 700, Tampa, Florida 33602.

ORIGINAL

Issued: October 16, 2003

Effective: June 28, 2004

ISSUED BY:

David Robinson, Manager – Public Policy
SYNIVERSE TECHNOLOGIES, INC.
One Tampa City Center #700
Tampa, Florida 33602

WAIVER OF STATUTES

SYNIVERSE NETWORKS, INC. is classified as a competitive telecommunications company in Missouri for which the following statutory and regulatory requirements are waived pursuant to Sections 392.361 and 392.420 RSMo:

Statutes

- 392.210.2 Establish Uniform System of Accounts for Annual reports
- 392.240(1) Setting just and reasonable rates
- 392.270 Ascertain Property values
- 392.280 Establish Depreciation accounts
- 392.290 Issuance of securities
- 392.300.2 Acquisition of stock
- 392.310 Issuance of stock and debt
- 392.320 Stock Dividend Payment
- 392.330 Issuance of securities, debts and notes
- 392.340 Reorganization(s)

Commission Rules

- 4 CSR 240-10.020 Depreciation fund income
- 4 CSR 240-3.545(2)(C) Posting exchange rates at central offices.
- 4 CSR 240-30.040 Uniform system of accounts
- 4 CSR 240-33.030 Inform customers of lowest price

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TARIFF FORMAT

Page Numbering - Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. From time to time new pages may be added to the tariff. When a new page is added between existing pages a decimal is added to the preceding page number. For example, a new page added between Pages 3 and 4 would be numbered 3.1.

Explanation of Symbols - When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised page(s) through the use of the following symbols:

- (C) - To signify changed regulation.
- (D) - To signify discontinued rate or regulation.
- (I) - To signify increased rates.
- (M) - To signify material relocated from one page to another without change.
- (N) - To signify new rate, regulation, or text.
- (R) - To signify reduced rate.
- (S) - To signify reissued material.
- (T) - To signify a change in text, but no change in rate or regulation.

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APPLICATION OF TARIFF

This tariff contains terms and conditions applicable to reselling intrastate private line transport services by SYNIVERSE NETWORKS, INC. within the State of Missouri.

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SECTION 1 - DEFINITION OF TERMS

Carrier - Underlying carrier providing private line or dedicated transport services.

Commission - Missouri Public Service Commission.

Company - SYNIVERSE NETWORKS, INC. unless otherwise clearly indicated by the context.

Customer or End User - The person, firm, corporation, or other entity that connects two locations with dedicated transport or private line services, subject to the terms and conditions of the Company's contract.

Dedicated - A facility or equipment system or subsystem set aside for the sole use of a specific customer.

DS-0 - Single circuit, private line dedicated point-to-point circuit service for speeds of 56 Kbps or 64 Kbps

DS-1 - Also commonly referred to as T1 service, for data speeds of 1.544 Mbps to provide full-duplex digital transmission over a private line for high-capacity back office voice, data, and network infrastructure. Contains 24 DS-0 channels.

DS-3 - Also referred to as T45 service, for data speeds of 45 Mbps to provide, as with DS-1, full-duplex digital transmission over a private line for high-capacity back office voice, data, and network infrastructure

OC-(X) - Variable combination of DS-3 circuits or higher bandwidth circuits for very high-speed data transmission.

Private Line - Transmission of dedicated electrical or optical signals over a line to a destination.

SYNIVERSE - Used throughout this tariff to mean SYNIVERSE NETWORKS, INC. unless clearly indicated otherwise by the text.

Turned-Up - Indicates a private line circuit available for use.

SECTION 2 - RULES AND REGULATIONS**2.1 GENERAL**

Pursuant to Section 392.200 (8) RSMo. 2000:

Private Line services will be made available to customers in a non-discriminatory manner. Rates for interexchange and local exchange dedicated access, private line, non-switched services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the services and will be made available to the Missouri Public Service Commission Staff upon request on a proprietary basis. ICB rates will not be used for switched services.

2.2 DESCRIPTION OF SERVICE

SYNIVERSE will resell state-of-the-art private line transport to support internal or external business applications. SYNIVERSE offers private line or "point-to-point" circuits in the following configurations:

DS-0 (single circuit) private line dedicated point-to-point circuit service for speeds of 56 Kbps or 64 Kbps

DS-1 (T1) services for speeds of 1.544 Mbps to provide full-duplex digital transmission over a private line for high-capacity back office voice, data, and network infrastructure

DS-3 (T45) for speeds of 45 Mbps to provide, as with DS-1, full-duplex digital transmission over a private line for high-capacity back office voice, data, and network infrastructure

OC-(X), which variably combines DS-3 or larger bandwidth circuits for very high-speed data transport services.

SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.3 APPLICATION FOR SERVICE**

Customer's desiring to obtain private line services must negotiate terms and conditions with SYNIVERSE.

2.4 TERMS AND CONDITIONS

2.4.1 Private line services and pricing is obtained on a individual case basis and is initiated upon requests from customers. Payment for services shall be governed by applicable SYNIVERSE negotiated contract price in effect at the time service is provided. SYNIVERSE reserves the right to make changes to our prices. Such changes shall become effective at the time the changes are made to the price by SYNIVERSE. SYNIVERSE manages its own billing system.

2.4.2 Pricing and service guarantees are negotiated and supplied to the customer in accordance with agreements negotiated with Carriers. In addition, Carriers must provide terms consistent with the pertinent laws and regulations, including the following:

- Tariff rates of the underlying carrier providing the circuit
- AT&T Communications Tariffs FCC No. 9 and No. 11
- AT&T Contract Tariffs No. 3 and 151
- MCI WorldCom Tariffs FCC No. 1 and No. 8
- The MCI WorldCom Special Customer Arrangement between MCI WorldCom and SYNIVERSE
- Sprint Tariffs FCC No. 7 and No. 8
- Sprint Bulk Service Arrangement between Sprint and SYNIVERSE
- Qwest Tariffs FCC No. 1 section 7.10 Private Line Transport Services

SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.4 TERMS AND CONDITIONS (CONT'D)**

2.4.3 Service is offered subject to the availability of the necessary facilities and equipment, and is subject to the provisions of this tariff.

2.4.4 SYNIVERSE reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer or End User is using service in violation of provisions of this tariff or the law.

2.5 LIABILITY OF THE COMPANY

2.5.1 The Company does not transmit messages, but offers resold private line facilities when available, and will not be liable for errors in transmission or for failure to establish connection.

2.5.2 The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers and Customers as required to meet changing regulatory or statutory rules and standards.

2.5.3 The Company reserves the right to discontinue service, when any governmental or regulatory condition imposed upon SYNIVERSE materially and negatively impacts the financial viability of the service as determined by the Company in its best business judgment.

2.5.4 Services provided under this tariff to Subscribers and End Users may be used for any lawful purpose for which the service is technically suited.

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David Robinson, Manager - Public Policy
SYNIVERSE TECHNOLOGIES, INC.
One Tampa City Center #700
Tampa, Florida 33602

SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.5 LIABILITY OF THE COMPANY (CONT'D)**

- 2.5.5 SYNIVERSE's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of reselling private line services, in no event shall exceed an amount equivalent to the proportionate charge to the End User for the period during which the faults in transmission occur.
- 2.5.6 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any private line service offering or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.5 LIABILITY OF THE COMPANY (CONT'D)**

2.5.7 The Company shall not be liable for, and shall be fully indemnified and held harmless by Subscriber or Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Subscriber or Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

2.5.8 The Company shall not be liable for any defacement of or damages to the premises of a Subscriber resulting from the furnishing of service that is not the direct result of the Company's negligence.

SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.6 CLAIMS**

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney fees for:

- 2.6.1 Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer or User or their employees, agents, representatives or invitees.
- 2.6.2 Any claim, loss, damage expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer or User, including without limitation, use of the Company's services in a manner not contemplated by the agreement between the Customer and the Company; or

Any claim of any nature whatsoever brought by User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of the applicable tariff.

2.7 PROHIBITED USES

- 2.7.1 Customers' use of resold services obtained from Company shall be subject to any applicable restrictions imposed by the underlying Carrier.

SECTION 3 - PRIVATE LINE SERVICE DESCRIPTION AND RATES**3.1 RESOLD PRIVATE LINE SERVICES**

SYNIVERSE resells state-of-the-art private line transport services to support internal or external business applications. Such systems include point-to-point or multi-point service with speeds adaptable to meet customer needs. SYNIVERSE resells private line or "point-to-point" circuits in the following configurations:

DS-0 (single circuit) private line dedicated point-to-point circuit service for speeds of 56 Kbps or 64 Kbps

DS-1 (T1) services for speeds of 1.544 Mbps to provide full-duplex digital transmission over a private line for high-capacity back office voice, data, and network infrastructure

DS-3 (T45) for speeds of 45 Mbps to provide, as with DS-1, full-duplex digital transmission over a private line for high-capacity back office voice, data, and network infrastructure

OC-(X), which variably combines DS-3 or larger bandwidth circuits for very high-speed data transport services.

SECTION 3 - PRIVATE LINE SERVICE DESCRIPTION AND RATES, CONT'D**3.2 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS**

Pursuant to Section 392.200 (8) RSMo. 2000:

Private Line services will be made available to customers in a non-discriminatory manner. Rates for interexchange and local exchange dedicated access, private line, non-switched services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the services and will be made available to the Missouri Public Service Commission Staff upon request on a proprietary basis. ICB rates will not be used for switched services. SYNIVERSE will negotiate prices with Carriers for Private Line Services on an Individual Case Basis **(ICB)**.

Pricing and service guarantees are supplied to the customer in accordance with agreements or contracts negotiated with underlying carriers along with the pertinent regulations of the underlying carrier, including the following:

- AT&T Communications Tariffs FCC No. 9 and No. 11
- AT&T Contract Tariffs No. 3 and 151
- MCI WorldCom Tariffs FCC No. 1 and No. 8
- The MCI WorldCom Special Customer Arrangement between MCI WorldCom and SYNIVERSE
- Sprint Tariffs FCC No. 7 and No. 8
- Sprint Bulk Service Arrangement between Sprint and SYNIVERSE
- Qwest Tariffs FCC No. 1 section 7.10 Private Line Transport Services

Mileage and service type will also be included to determine price. A circuit price will be negotiated with our customers prior to ordering any service. An executed nondisclosure agreement (NDA) must be in place before SYNIVERSE can provide circuit pricing. Billing starts on the date the circuit is in service or "turned-up."

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Tampa, Florida 33602

SECTION 3 - PRIVATE LINE SERVICE DESCRIPTION AND RATES, CONT'D**3.3 PRIVATE LINE SERVICE ORDERING CHARGES**

| | |
|--|-----|
| Design Change will apply when an engineering review is required. | ICB |
| Private Line Service Order Modification Charge will apply on a per occurrence basis. | ICB |
| Service Date Change Charge will apply on a per order, per occurrence basis for each service date changed. | ICB |
| Design Change Charge will apply on a per order, per occurrence basis for each order requiring a Design Change. | ICB |
| Expedited Order Charge will apply on a per order, per occurrence basis. | ICB |
| Design Change will apply when an engineering review is required. | ICB |
| Private Line Service Order Modification Charge will apply on a per occurrence basis. | ICB |
| Service Date Change Charge will apply on a per order, per occurrence basis for each service date changed. | ICB |

SECTION 3 - PRIVATE LINE SERVICE DESCRIPTION AND RATES, CONT'D**3.3 PRIVATE LINE SERVICES ORDERING CHARGES (CONT'D)**

Design Change Charge ICB
will apply on a per order, per occurrence
basis, for each order requiring a Design Change.

Expedited Order Charge ICB
will apply on a per order, per occurrence basis.

3.4 PRIVATE LINE SERVICES IMPLEMENTATION CHARGES

3.4.1 Service Implementation Charges

A. Installation Charge Per Service

| | |
|-------|-----|
| DS-0 | ICB |
| DS-1 | ICB |
| DS-3 | ICB |
| OC-3 | ICB |
| OC-12 | ICB |

B. Monthly Charge Per Service

| | |
|-------|-----|
| DS-0 | ICB |
| DS-1 | ICB |
| DS-3 | ICB |
| OC-3 | ICB |
| OC-12 | ICB |

3.4.2 Change Charges

| | |
|---------------------|-----|
| A. Service Date | ICB |
| B. Design Changes | ICB |
| C. Expedite Charges | ICB |

3.4.3 Cancellation Charges ICB
Per Order