

DAVID J. ROBINSON MANAGER – PUBLIC POLICY SYNIVERSE TECHNOLOGIES, INC. 8125 HIGHWOODS PALM WAY TAMPA, FL 33647 TN: (813) 637-5940 FX: (813) 637-5731 EMAIL: <u>DAVID.ROBINSON@SYNIVERSE.COM</u>

November 6, 2007

The Honorable Wes Henderson Executive Director Missouri Public Service Commission 200 Madison Street Jefferson City, MO 65102

RE: File No. XY2004-1406 - Notice of Name Change of Syniverse Networks, Inc. to Syniverse Technologies, Inc.

#### Dear Mr. Henderson:

Syniverse Networks, Inc. was granted a Certificate of Authority to resell telecommunications services by the Missouri Public Service Commission; Case No. XA-2004-0187. In addition, our Tariff was approved; Tariff File No. YX-2004-0546. Syniverse Networks, Inc. relocated to a new headquarters location and decided to change its corporate name to Syniverse Technologies, 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 a copy of our revised tariff reflecting our name change to Syniverse Technologies, 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,

David J. Robinson

Syniverse Technologies, Inc.

ATTACHMENT

# STATE OF MISSOURI



### Robin Carnahan Secretary of State

# CORPORATION DIVISION CERTIFICATE OF GOOD STANDING

I, ROBIN CARNAHAN, Secretary of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

#### SYNIVERSE TECHNOLOGIES, INC.

using in Missouri the name

## SYNIVERSE TECHNOLOGIES, INC. F00407714

a DELAWARE entity was created under the laws of this State on the 23rd day of February, 1995, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 10th day of May, 2005

n Camahan

Secretary of State



Certification Number: 7682890-1 Reference: Verify this certificate online at http://www.sos.mo.gov/businessentity/verification

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## The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"SYNIVERSE FINANCE, INC.", A DELAWARE CORPORATION,
"SYNIVERSE NETWORKS, INC.", A DELAWARE CORPORATION,

WITH AND INTO "SYNIVERSE TECHNOLOGIES, INC." UNDER THE NAME OF "SYNIVERSE TECHNOLOGIES, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE NINTH DAY OF FEBRUARY, A.D. 2005, AT 6:18 O'CLOCK P.M.

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

2187578 8100M

050108580

Variet Smith Hindson

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3675324

DATE: 02-09-05

State of Delaware Secretary of State Division of Corporations Delivered 06:18 PM 02/09/2005 FILED 06:18 PM 02/09/2005 SRV 050108580 - 2187578 FILE

CERTIFICATE OF OWNERSHIP AND MERGER
MERGING
SYNIVERSE NETWORKS, INC.
(a Delaware corporation)
AND
SYNIVERSE FINANCE, INC.
(a Delaware corporation)
WITH AND INTO
SYNIVERSE TECHNOLOGIES, INC.
(a Delaware corporation)

In accordance with the provisions of Section 253 of the General Corporation Law of the State of Delaware

The undersigned, on behalf of Syniverse Technologies, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware (the "Corporation"), desiring to merge (i) Syniverse Networks, Inc., a Delaware corporation and (ii) Syniverse Finance, Inc., a Delaware corporation, with and into itself, pursuant to the provisions of Section 253 of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY as follows:

FIRST: The Corporation is the owner of all of the issued and outstanding shares of capital stock of the following constituent corporations (collectively referred to herein as the "Subsidiaries"): (i) Syniverse Networks, Inc., a Delaware corporation and (ii) Syniverse Finance, Inc., a Delaware corporation.

SECOND: The Board of Directors of the Corporation on January 11, 2005 adopted the resolutions set forth below approving the merger of the Subsidiaries with and into the Corporation (the "Merger"):

"WHEREAS, the Corporation is the sole holder of all of the issued and outstanding shares of capital stock of the following companies: (i) Symiverse Networks, Inc., a Delaware corporation ("Networks") and (ii) Symiverse Finance, Inc., a Delaware corporation ("Finance" and together with Networks are collectively referred to herein as the "Subsidiaries"); and

WHEREAS, the Corporation deems it advisable and in its best interest that the Subsidiaries be merged with and into the Corporation.

RESOLVED, that the Subsidiaries be, and hereby are, merged with and into the Corporation (the "Merger").

FURTHER RESOLVED, that any of the Chief Executive Officer, the Chief Financial Officer, the Chief Operating Officer, any Vice President, Secretary or such other officer as may be designated by the Board (collectively referred to herein as the "Authorized Officers") be, and each hereby is, authorized and empowered to execute and deliver a Certificate of Ownership and Merger and cause the same to be filed with the office of the Secretary of State of Delaware, under its corporate seal or otherwise with such change therein or modification thereto as such Authorized Officers shall in their sole discretion deem necessary, proper or advisable."

THIRD: Anything herein or elsewhere to the contrary notwithstanding, the Merger may be amended or terminated and abandoned by the Board of Directors of the Corporation at any time prior to the date of filing the Certificate of Ownership and Merger with the Secretary of State of the State of Delaware.

FOURTH: The Merger shall become effective upon filing.

[SIGNATURE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned, for the purpose of effectuating the Merger, pursuant to the General Corporation Law of the State of Delaware, under penalties of perjury does hereby declare and certify that this is the act and deed of the Corporation and the facts stated herein are true and accordingly has hereunto signed this Certificate of Ownership and Merger this 4th day of February, 2005.

> Syniverse Technologies, Inc., a Delaware corporation

/s/ Raymond L. Lawless
Name: Raymond L. Lawless Title: Chief Financial Officer/Secretary

Schedule of Rates, Rules and Regulation for

SYNIVERSE TECHNOLOGIES, INC. (SYNIVERSE) 8125 Highwoods Palm Way Tampa, Florida 33647-1776

Rules and regulations applicable for furnishing to Customers of Resold Intrastate Interexchange Services by SYNIVERSE TECHNOLOGIES, INC. (SYNIVERSE) between one or more points in the State of Missouri as authorized by the Public Service Commission. SYNIVERSE is classified as а 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 8125 Highwoods Palm Way, Tampa, Florida 33647-1776.

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#### WAIVER OF STATUTES

SYNIVERSE TECHNOLOGIES, 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
<b>&gt;</b> 392.280	Establish Depreciation accounts
> 392.290	Issuance of securities
> 392.300.2	Acquisition of stock
> 392.310	Issuance of stock and debt
<b>&gt;</b> 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.
- $(\mbox{M})$  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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Section 3 - Product Description and Rates

Issued: November 6, 2007

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#### APPLICATION OF TARIFF

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

Issued: November 6, 2007 Effective: December 6, 2007

#### SECTION 1 - DEFINITION OF TERMS

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

Commission - Missouri Public Service Commission.

Company - SYNIVERSE TECHNOLOGIES, 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-O 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 TECHNOLOGIES, INC. unless clearly indicated otherwise by the text.

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

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#### 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.

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#### 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

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#### 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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#### 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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#### 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.

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#### 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.

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#### 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.

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#### 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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ISSUED BY:

David Robinson, Manager – Public Policy SYNIVERSE TECHNOLOGIES, INC. 8125 Highwoods Palm Way Tampa, Florida 33647-1776

#### 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

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#### SECTION 3 - PRIVATE LINE SERVICE DESCRIPTION AND RATES, CONT'D

#### 3.3 PRIVATE LINE SERVICES ORDERING CHARGES (CONT'D)

Design Change Charge

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

Α.	Service Date	ICB
В.	Design Changes	ICB
С.	Expedite Charges	ICB

3.4.3 Cancellation Charges ICB Per Order

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ISSUED BY:

David Robinson, Manager – Public Policy SYNIVERSE TECHNOLOGIES, INC. 8125 Highwoods Palm Way Tampa, Florida 33647-1776