INDIANA

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

Custom Teleconnect, Inc.

This Tariff, filed with the Indiana Utility Regulatory Commission contains the rates, terms and conditions applicable to the operator assisted resold telecommunication services provided by Custom Teleconnect, Inc. ("CTI") within the State of Indiana.

Issued: 01/31/03 Effective: 01/29/03

By: Vicki Crowder - President 6242 West Desert Inn Road Las Vegas, NV 89146

as, NV 89146 *INo0300*

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION	PAGE	REVISION	
1	Original	26	Original	
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^{* -} indicates those pages included with this filing.

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Las Vegas, NV 89146 INo0300

SYMBOLS

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

- (C) Changed regulation
- **(D)** Delete or Discontinue
- (I) Change Resulting in an Increase to a Customer's Bill
- (M) Moved from another Tariff Location
- (N) New
- (R) Change Resulting in a Reduction to a Customer's Bill
- (T) Change in Text or Regulation but no Change in Rate or Charge.

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 sheet(s) through the use of the above -mentioned symbols.

TARIFF FORMAT

- **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 between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- **B.** Page Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the Tariff page in effect. 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).
- **D.** Check Sheets When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the pages contained in the Tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages). The Tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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APPLICATION OF TARIFF

This Tariff contains the regulations and rates applicable to the provision of intrastate operator assisted resale common carrier communications by CTI within the State of Indiana.

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SECTION 1 - TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's telephone to a CTI designated switching center or point of presence.

Aggregator - A Customer of the Company, including any person, firm, corporation, or other legal entity which contracts with CTI for installation of the Company's services and makes such services available for use by guests, patrons, visitors or other transient third parties at the Aggregator's location. The Aggregator is responsible for compliance with the terms and conditions of this Tariff.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

Authorized User - A person, firm, partnership, corporation or other entity who is authorized by the Customer to be connected to and utilize the Company's services under the terms and regulations of this Tariff.

Calling Card - A billing arrangement whereby the originating caller may bill the charges for a call to an approved LEC-issued calling card. The terms and conditions of the local exchange carrier apply to payment arrangements.

Collect Billing - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

Commercial Credit Card - A billing arrangement whereby the originating caller may bill the charges for a call to an approved commercial credit card. The terms and conditions of the credit card company apply to payment arrangements.

Commission - Refers to the Indiana Utility Regulatory Commission.

Company or Carrier - Custom Teleconnect, Inc., ("CTI") unless otherwise clearly indicated by the context.

Confinement Institution - Used throughout this Tariff to refer to prisons, jails, penal facilities or other institutions used for penalty purposes which contract with CTI for the provision of service for use by their Inmate population.

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SECTION 1 - TERMS AND ABBREVIATIONS, (CONT'D.)

CTI - Used throughout this Tariff to refer to Custom Teleconnect, Inc., ("CTI").

Customer - A person, firm, partnership, corporation or other entity which arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff.

Customer Dialed Calling Card Call - A service whereby the End User dials all of the digits necessary to route and bill the call to a calling card.

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

Equal Access - Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, Customers can presubscribe their telephone line(s) to their preferred interexchange carrier.

Inmates - The confined population of Institutions.

Institutions - See Confinement Institution.

LATA - Local access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange company provides communications services.

LEC - Local Exchange Company.

By:

Operator Dialed Surcharge - A charge applying to calls made when the user dials "00" only or any valid company operator access code and requests that the operator dial the destination number.

Operator Station Call - A service whereby the caller places a non-Person to Person call with the assistance of an operator (live or automated).

SECTION 1 - TERMS AND ABBREVIATIONS, (CONT'D.)

Pay Telephone - Telephone instruments provided by the Company, Customer, Aggregator or Institution for use by its guests, patrons, visitors, transient third parties or for use by inmates of confinement institutions. Pay Telephones permit the user to place calls to other parties and bill such calls on a non sent-paid or sent paid-basis. To facilitate sent-paid calling, Pay Telephones can be equipped with a credit card reader, coin box, or similar device that allows charges to be collected for each call at the instrument.

Premises - The physical space designated by the Customer for the termination of the Company's service.

Person-to-Person Call - A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department or office to be reached through a PBX attendant.

Personal Identification Number (PIN) - See Authorization Code.

Subscriber - Used throughout this Tariff to refer to Customers, Aggregators or Institutions which arrange for the Company to provide, discontinue or rearrange for telecommunication services on behalf of itself or others.

Switched Access Origination/Termination - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

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

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Custom Teleconnect, Inc.

- **2.1.1** The Company undertakes to furnish communications service pursuant to the terms of this Tariff in connection with one-way and/or two-way communications originating and terminating between points within the State of Indiana. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.
- **2.1.2** The Company is responsible under this Tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.
- 2.1.3 CTI arranges for installation, operation, and maintenance of the communications services provided in this Tariff for Customers in accordance with the terms and conditions set forth under this Tariff. CTI may act as the Subscriber's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Subscriber's location to the CTI network. The Subscriber shall be responsible for all charges due for such service arrangements.
- **2.1.4** Service provided to inmates of correctional institutions is provided pursuant to Commission Orders in Cause No. 38812.

2.2 Use of the Company's Service

By:

- **2.2.1** Services provided under this Tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.
- **2.2.2** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- **2.2.3** The Company may require applicants for service who intend to use the Company's offerings for resale, shared and/or joint use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.
- 2.2.4 A Customer may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this Tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this Tariff.

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2.3 Limitations

- **2.3.1** The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this Tariff, or in violation of the law.
- **2.3.2** Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this Tariff.
- **2.3.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- **2.3.4** Service may be limited or discontinued by the Company, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Account Codes or Authorization Codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. Service will be restored service as soon as it can be provided without undue risk.
- **2.3.5** The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- **2.3.6** Service provided to Institutions for use by Inmates may be restricted or otherwise limited under the direction of authorized personnel of the Institution's administration at their own discretion.

2.4 Assignment and Transfer

By:

2.4.1 All facilities provided under this Tariff are directly or indirectly controlled by Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service. Such transfer or assignment, when permitted, shall only apply where there is no interruption of the use or location of the service or facilities.

2.5 Liability of the Company

By:

- **2.5.1** The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed \$100.00 or an amount equivalent to the proportionate charge to the Customer as described in Section 2.10, whichever is greater, for the period during which the faults in transmission occur.
- 2.5.2 The Company shall not be liable for any claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility 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.
- 2.5.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright 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 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.
- **2.5.4** The Company shall not be liable for any defacement of or damages to the premises of a Subscriber resulting from the furnishing of service which is not the direct result of the Company's negligence.
- **2.5.5** Service furnished by the Company may be interconnected with the services or facilities of other carriers or private systems. However, service furnished is provided solely by the Company and is not a joint undertaking with other parties.

2.5 Liability of the Company, (Cont'd.)

- **2.5.6** The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited 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.
- **2.5.7** The Company shall be indemnified and saved harmless by the Subscriber from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
 - 1) Any act or omission of: (a) the Subscriber, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers, except as contracted by the Company;
 - 2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Subscriber or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - 3) Any unlawful or unauthorized use of the Company's facilities and services;
 - 4) Breach in the privacy or security of communications transmitted over the Company's facilities;
 - 5) Any noncompletion of calls due to network busy conditions;
 - 6) And any other claim relating to the use of or furnishing of use of the Company's services or facilities which resulted from any act or omission of the Subscriber, Authorized Users, inmates, guests, patrons, visitors or other transient third parties using the services of the Company through the Company's or Subscriber's equipment; or any other entity.

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2.5 Liability of the Company, (Cont'd.)

2.5.8 The included Tariff language does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.

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2.6 Responsibilities of the Subscriber or Customer

- **2.6.1** The Subscriber is responsible for making proper application for service; placing any necessary orders; for complying with Tariff regulations; and payment of charges for services provided. Specific responsibilities include, but are not limited to the following:
 - 1) The Subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available to other users by the Subscriber.
 - 2) If required for the provision of the Company's services, the Subscriber must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
 - 3) The Subscriber is responsible for arranging access to its premises at times acceptable to the Company when required for the Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of CTI's services.
 - 4) The Subscriber shall ensure that any Subscriber provided equipment and/or systems are properly interfaced with Company facilities or services, that the signals emitted into Company's network are of the proper mode, bandwidth, power, and signal level for the intended use and in compliance with the criteria set forth in this Tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.

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2.6 Responsibilities of the Subscriber or Customer, (Cont'd.)

2.6.1 (Cont'd.)

- 5) The Subscriber must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Subscriber or others, by improper use of the services, or by use of equipment provided by the Subscriber or others.
- 6) The Subscriber must pay for the loss through theft of any Company equipment installed at Subscriber's premises.
- 7) The Subscriber is responsible for establishing its identity as often as necessary during the course of a call.
- 8) The Subscriber is responsible for identifying the station, party, or person with whom communications is desired and/or made at the called number.

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2.7 Billing and Payment For Service

2.7.1 Responsibility for Charges

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or its Authorized Users for transmission of calls via the Company's network. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- any delegation of authority resulting in the use of Customer's communications equipment and/or network services which result in the placement of calls via the Company;
- 2) any and all use of the services provided by the Company, including calls which the Customer did not individually authorize;
- 3) any calls placed by or through the Customer's equipment via any remote access feature(s);

2.7.2 Payment for Service

By:

All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. The billing agent may be the Company, a local exchange telephone company, credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agent and subject to the rules of regulatory bodies having jurisdiction.

2.7 Billing and Payment For Service, (Cont'd.)

2.7.3 Disputed Charges

Any objections to billed charges must be reported to the Company or its billing agent within twenty (20) days of the closing date printed on the bill issued to the Customer. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate. Customers may contact the Indiana Utility Regulatory Commission with 1) any unresolved dispute or 2) disputed charges for which the Company refuses an adjustment if disputed charges were reported to the Company after twenty (20) days from the closing date on the Customer's bill.

2.7.4 Taxes

CTI reserves the right to bill any and all applicable taxes in addition to any recurring, non-recurring, per call charges, usage charges or charges for special arrangements and construction, including, but not limited to any Federal Excise Tax, State Sales Tax, Municipal Taxes and Gross Receipts Tax. Unless otherwise specified in this Tariff, such taxes will be itemized separately on Customer bills.

A. Indiana Universal Service Fund (IUSF)

(N) | U.R.C. | |itional | (N)

The Company concurs in the Indiana Utility Regulatory Commission Tariff I.U.R.C. No. T-7. All Customer billings on or after October 2007 shall reflect an additional charge to fund the Indiana Universal Service Fund (IUSF).

2.7.5 Late Payment Fees

A late payment fee of 10% of first \$3.00; 3% of excess one time only on any past due balance. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Indiana law.

2.7.6 Return Check Charge

By:

A return check charge of \$20.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Indiana law.

Issued: July 30, 2007 Effective: July 31, 2007

2.7 Billing and Payment For Service, (Cont'd.)

2.7.7 Minimum Service Period

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this Tariff or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

2.7.8 Validation of Credit

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures and to establish a maximum predetermined credit limit. Where a requested billing method cannot be validated or maximum credit limit established, the Company may refuse to provide service or otherwise restrict or interrupt service to a Customer. The Company may also refuse service for invalid telephone numbers, invalid calling card or commercial credit card numbers, refusal of a called party to accept responsibility for payment, failure to keep the outstanding balance due below the credit limit or any other circumstances which may prevent the Company from collecting the charges due for a call.

Service provided by the Company are available to inmates of confinement facilities in accordance with facility-authorized programs. The Company may request that the confinement facility adopt, as part of its program, terms that enable the Company to collect the charges for all inmate calls, including without limitation, the blocking of calls by the Company to certain telephone numbers when the amount charged to such telephone numbers when the amount charged to such a telephone number exceeds a predetermined amount or becomes past due.

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2.8 Deposits

The Company does not normally require deposits. However the Company reserves the right to collect an amount not to exceed two (2) months estimated charges as a deposit from Customers whose credit history is unacceptable or unknown to the Company. Deposits, if collected, will be collected and maintained in accordance with Commission rules.

For services provided to inmates of confinement facilities, the Company may require a deposit from billed parties for charges which exceed a maximum credit amount predetermined by the Company based on the Customer's credit worthiness. The Customer may exceed this predetermined credit amount by first paying a deposit to the Company in an amount equal to the amount of additional credit authorization requested by the Customer.

2.9 Advance Payments

By:

The Company does not normally require advance payments for service. However, for Customers whom the Company determines an advance payment is necessary, CTI reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary.

2.10 Refunds or Credits for Service Outages or Interruptions

- **2.10.1** Credit allowances for interruption periods which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this Tariff. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer.
- 2.10.2 For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than four (4) hours. The Customer shall be credited for an interruption of four (4) or more hours at the rate of 1/720th of the monthly charge for the services affected for each day that the interruption continues. The formula used for computation of credits is as follows:

Credit = $A/720 \times B$

A = outage time in hours (must be 4 or more).

B = total monthly recurring charge for affected service.

2.10.3 For usage sensitive long distance services, credits will be limited to, at maximum, the price of the initial period of the individual call that was interrupted plus any operator service charges or surcharges required to reconnect the caller.

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2.11 **Cancellation or Termination of Service**

2.11.1 Cancellation by Customer

A) Customers of presubscribed long distance services may cancel service by providing the Company with written or verbal notification thirty (30) days prior to the requested cancellation date. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until thirty (30) days after the date that the cancellation notice is received, whichever is later.

2.11.2 Cancellation by Company

- A) The Company may terminate service to a Customer for nonpayment of undisputed charges or other violation of this Tariff or provision of law upon five (5) days written notice to the Customer without incurring any liability for damages due to loss of telephone service to the Customer. Charges will not be considered past due until twenty (20) days from the closing date printed on the Customer's bill.
- B) The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Subscriber shall be given five (5) days notice to comply with any rule or remedy any deficiency:
 - 1) For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
 - 2) For use of telephone service for any purpose other than that described in the application.
 - 3) For neglect or refusal to provide reasonable access to CTI or its agents for the purpose of inspection and maintenance of equipment owned by CTI or its agents.

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2.11 Cancellation or Termination of Service, (Cont'd.)

2.11.2 (Cont'.)

- B) (Cont'd.)
 - 4) For noncompliance with or violation of Commission regulation or CTI's rules and regulations on file with the Commission.
 - 5) Without notice in the event of Subscriber use of equipment or services in such a manner as to adversely affect the Company's equipment or service to others.
 - 6) Without notice in the event of tampering with the equipment or services owned by the Company or its agents.
 - Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, CTI may, before restoring service, require the Subscriber to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
 - 8) Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such services.
 - 9) For periods of inactivity over sixty (60) days.

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2.12 Interconnection

Service furnished by CTI may be connected with the services or facilities of other carriers. Such service or facilities are provided under the terms, rates and conditions of the other carrier. The Subscriber is responsible for all charges billed by other carriers for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Subscriber.

2.13 Subscriber Provided Equipment

- 2.13.1 The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Subscriber. The Subscriber is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of CTI's service.
- 2.13.2 When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry. The Subscriber is responsible for ensuring that Subscriber-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Subsciber's expense, subject to prior Subscriber approval of the equipment expense.

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2.14 Company Provided Equipment

The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Subscriber. The Subscriber may not nor may they permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

2.15 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four (24) hours in length and credit for the interruption is requested by the Customer.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES

3.1 General

By:

CTI provides operator assisted calling services for communications originating and terminating within the State of Indiana. The Company's services are available twenty-four (24) hours per day, seven (7) days a week. Unless otherwise specified in this Tariff, intrastate service is offered in conjunction with interstate service.

In addition, the Company offers automated operator assisted collect-only calling services for use by inmates of prisons, jails or other Confinement Institutions. Inmate access to the Company's services may be restricted by the administration of the Institution served.

Customers are charged individually for each call placed through the Company's network. Charges may vary by service offering, mileage band, class of call, time of day, day of week and/or call duration. Customers are billed based on their use of the Company's services and network.

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Vicki Crowder - President 6242 West Desert Inn Road Las Vegas, NV 89146

3.2 Timing of Calls

- **3.2.1** Billing for calls placed over the CTI network is based in part on the duration of the call as follows, unless otherwise specified in this Tariff.
- 3.2.2 Timing of each call begins when the called station is answered (i.e. when two way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. For Collect Calls, charges apply only if the called party accepts the responsibility for payment. For Person to Person Calls, charges apply only if the calling party is connected with the designated called party or an agreed upon substitute.
- **3.2.3** Chargeable time for each call ends when one of the parties disconnects from the call.
- **3.2.4** Unless otherwise specified in this Tariff, the minimum Initial Period for billing purposes is one (1) minute.
- **3.2.5** Unless otherwise specified in this Tariff, billing for Additional Periods (usage after the Initial Period) is in full one (1) minute increments.
- **3.2.6** The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call.

3.3 Rate Periods and Holidays

3.3.1 For time of day sensitive services, the following rate periods apply unless otherwise specified in this Tariff:

		MON	TUES	WED	THUR	FRI	SAT	SUN
7:00 AM	(T)		DANTIN	ME DATE	DEDIOD			
ТО			DAYIIN	1E RATE	PERIOD			
7:00 PM*	(T)			(Day)				
7:00 PM	(T)							
TO			EVENIN	IG RATE	PERIOD			EVE
7:00 AM*	(T)		((Non-Day)			
12:00 AM - SAT	(T)						_	
ТО			NIC	HT/WEE	KEND RA	TE PER	IOD	
12:00 AM* - M0	ON (T)			((Non-Day)			

^{*} Up to but not including.

3.3.2 Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call, based on the time of day at the Customer location.



Issued: 04/01/04 Effective: 05/01/04

3.4 Calculation of Distance

- **3.4.1** Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points. The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the "V" and "H" coordinates found in BellCore's V&H Tape and NECA FCC Tariff No. 4.
- **3.4.2** The airline distance between any two wire centers is determined as follows:
 - **Step 1** -Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.
 - **Step 2** -Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates.
 - **Step 3** -Square the differences obtained in Step 2.
 - **Step 4** -Add the squares of the "V" difference and "H" difference obtained in Step 3.
 - **Step 5** -Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
 - **Step 6** -Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

Formula:

By:

$$\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}$$

3.5 Miscellaneous Rates and Charges

3.5.1 Public Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access The Company service and is unrelated to the Company service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Per Call Rate: \$0.65 (I)

Issued: January 17, 2005 Effective: January 18, 2005

3.6 Operator Assisted Calling

Operator Assisted Calling is available for use by transient end users from Aggregator locations. Calls are billed in one minute increments, with additional per call charges reflecting the level of operator assistance and billing method. Operator service charges are not discounted for time of day.

The types of calls handled are as follows:

<u>Customer Dialed Calling/Credit Card Call</u> - This charge applies in addition to long distance usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

Operator Dialed Calling/Credit Card Call - This charge applies in addition to long distance usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

<u>Operator Station</u> - These charges apply in addition to long distance usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.

<u>Person-to-Person</u> - This charge applies in addition to long distance usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

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By: Vicki Crowder - President 6242 West Desert Inn Road Las Vegas, NV 89146

3.6 Operator Assisted Calling, (Cont'd.)

[Reserved for Future Use]

(D)

Issued: April 8, 2008 Effective: May 4, 2008

(D)

3.6 Operator Assisted Calling, (Cont'd.)

3.6.1 Option 1

By:

InterLATA ((\mathbf{T})
-------------	----------------

Per Minute Usage Rate: \$0.99

(**D**) (**D**)

Per Call Service Charge: (T)

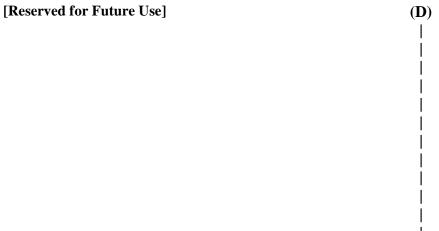
Customer Dialed/Automated: \$4.99 Customer Dialed & Operator Assisted: \$7.50 Customer Dialed-Operator Must Assist: \$4.99 Operator Dialed Calling Card Station: \$7.50

	<u>Automated</u>	Operator Assisted	
Collect	\$5.99	\$7.50	
Billed to Third Party	\$6.99	\$9.99	
Sent Paid - Non Coin	\$4.99	\$12.50	
			(D)
Person-to-Person	\$12.50	\$12.50	` /

(D)

Issued: September 14, 2009 Effective: October 14, 2009

3.6 Operator Assisted Calling, (Cont'd.)



Issued: April 8, 2008 Effective: May 4, 2008

By:

(D)

Operator Assisted Calling, (Cont'd.) 3.6

3.6.2

,	Option 2			
	InterLATA			(T)
	Per Minute Usage Rate:		\$1.15	
				(D)
	Per Call Service Charge:			(D) (T)
	Customer Dialed/Automated:		\$4.99	
	Customer Dialed & Operator Assisted:		\$7.50	
	Customer Dialed-Operator Must Assist:		\$4.99	
	Operator Dialed Calling Card Station:		\$7.50	
		Automated	Operator Assisted	
	Collect	\$5.99	\$7.50	
	Billed to Third Party	\$6.99	\$9.99	
	Sent Paid - Non Coin	\$4.99	\$12.50	
	D D.	Φ1 2 .50	¢12.70	(D)
	Person-to-Person	\$12.50	\$12.50	
				(D)

September 14, 2009 Issued: Effective: October 14, 2009

3.6.3

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.6 Operator Assisted Calling, (Cont'd.)

IntraLATA Residence

Option 3

(N)

Per Minute Usage Rate:

\$0.22

Per Call Service Charge:

Customer Dialed/Automated: \$1.65 Customer Dialed & Operator Assisted: \$2.95 Customer Dialed-Operator Must Assist: \$1.65 Operator Dialed Calling Card Station: \$2.95

	<u>Automated</u>	Operator Assisted
Collect	\$3.95	\$3.95
Billed to Third Party	\$4.95	\$4.95
Person-to-Person	\$8.95	\$8.95

3.6.4 Option 4

IntraLATA Residence

Per Minute Usage Rate:

PEAK OFF PEAK NIGHT/WEEKEND
(7:00 AM - 7:00 PM) (7:00 PM - 7:00 AM) (12:00 AM Sun - 12:00 AM Mon
\$0.26 \$0.22 \$0.18

Per Call Service Charge:

Customer Dialed/Automated: \$1.65 Customer Dialed & Operator Assisted: \$2.95 Customer Dialed-Operator Must Assist: \$1.65 Operator Dialed Calling Card Station: \$2.95

	<u>Automated</u>	Operator Assisted
Collect	\$3.95	\$3.95
Billed to Third Party	\$4.95	\$4.95
Person-to-Person	\$8.95	\$8.95

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By: Vicki Crowder - President 6242 West Desert Inn Road Las Vegas, Nevada 89102 (N)

\$8.95

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.6 Operator Assisted Calling, (Cont'd.)

Person-to-Person

3.6.5	Option 5			(N)
	IntraLATA Business			
	Per Minute Usage Rate:		\$0.45	
	Per Call Service Charge:			į
	Customer Dialed/Automated:		\$1.65	j
	Customer Dialed & Operator Assisted:		\$2.95	
	Customer Dialed-Operator Must Assist:		\$1.65	
	Operator Dialed Calling Card Station:		\$2.95	
		Automated	Operator Assisted	
	Collect	\$3.95	\$3.95	i
	Billed to Third Party	\$4.95	\$4.95	i

\$8.95

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By:

3.6 Operator Assisted Calling, (Cont'd.)

3.6.6 Option 6

IntraLATA and InterLATA			(N)
Per Minute Usage Rate:			
Calling Card Station	\$1.	15	i
Operator Station/Person-to-Person	\$1.	29	
Per Call Service Charge:			
Customer Dialed/Automated:	\$4.	99	į
Customer Dialed & Operator Assisted:	\$7.	50	
Customer Dialed-Operator Must Assist:	\$4.	99	
Operator Dialed Calling Card Station:	\$7.50		ĺ
	Automated	<u>Operator</u>	
		<u>Assisted</u>	i
Collect	\$5.99	\$7.50	i
Billed to Third Party	\$6.99	\$9.99	
Sent Paid - Non Coin	\$4.99	\$12.50	
Person-to-Person	\$12.50	\$12.50	(N)

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3.6 Operator Assisted Calling, (Cont'd.)

3.6.7 Option 7

IntraLATA and InterLATA				
Per Minute Usage Rate:	\$1.	49		
Per Call Service Charge:				
Customer Dialed/Automated:	\$4.	99	ļ	
Customer Dialed & Operator Assisted:	\$7.	50	ļ	
Customer Dialed-Operator Must Assist:	\$4.	99		
Operator Dialed Calling Card Station:	\$7.50			
	Automated	<u>Operator</u>		
		<u>Assisted</u>		
Collect	\$6.99	\$8.50		
Billed to Third Party	\$7.99	\$10.99	i	
Person-to-Person	\$13.50	\$13.50	(N)	

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3.7 Institutional Operator Assisted Calling

Institutional operator assisted service allows Inmates to place Collect Calls through an automated call processing system. The call processing system prompts the Inmate and the called party such that the call is completed without live operator assistance. Calls are placed on a collect-only basis to the called party.

A number of special blocking and screening capabilities are available with institutional operator services provided by CTI. These capabilities allow Institutions to control Inmate access to telecommunications services, reduce fraudulent use of the Company's services, and eliminate harassing calls to persons outside the Institution.

For services provided to Inmates of Institutions, the following special conditions apply:

- a. Calls to "900", "976" or other pay-per-call services are blocked by CTI.
- b. At the request of the Institution, CTI may block inmate access to toll-free numbers (e.g., 800, 888) and dialing sequences used to access other carriers or operator service providers (e.g., 950-XXXX, 10XXXX).
- c. At the request of the Institution, CTI may block Inmate access to "911", "411", or local operators reached through "0-" dialing.
- d. At the request of the Institution, CTI may block Inmate access to specific telephone numbers.
- e. Availability of CTI's services may be restricted by the Institution to certain hours and/or days of the week.

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By:

3.7 Institutional Operator Assisted Calling, (Cont'd.)

- f. At the request of the Institution, no notices or signage concerning the Company's services will be posted with its instruments. Information concerning CTI's services is provided to the administration of each Institution where the Company's services are offered. Inmates may obtain information regarding rates and charges by requesting such information from the Institution's administration.
- g. At the request of the Institution, CTI may impose time limits on local and long distance calls placed using its services.
- h. At the request of the Institution, equipment may be provided which permits monitoring of inmate calls by legally authorized government officials.

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By:

3.7 Institutional Operator Assisted Calling, (Cont'd.)

3.7.1 Local Rates and Charges

The following rates and charges apply to local calls placed by inmates of confinement institutions. Service is billed in one (1) minute increments following and initial one (1) minute increment.

Usage Charge:

Per one (1) Minute \$0.45 (**R**)

Per Call Charge:

Station-to-Station: \$3.00

(D)

Issued: September 14, 2009 Effective: October 14, 2009

3.7 Institutional Operator Assisted Calling, (Cont'd.)

3.7.2 **Option 1**

By:

A. IntraLATA /InterLATA Rates and Charges

The following rates and charges apply to intraLATA and interLATA calls placed by inmates of confinement institutions. Service is billed in one (1) minute increments following an initial one (1) minute increment.

Usage Charge:

Rate Per Minute, all times of day: \$0.89

Per Call Charge:

Per Inmate Collect-Only Call:

Station-to-Station: \$4.99

(D)

Issued: October 23, 2009 Effective: November 23, 2009

3.7 Institutional Operator Assisted Calling, (Cont'd.)

3.7.3 **Option 2**

A. IntraLATA /InterLATA Rates and Charges

The following rates and charges apply to intraLATA and interLATA calls placed by inmates of confinement institutions. Service is billed in one (1) minute increments following an initial one (1) minute increment.

Usage Charge:

Rate Per Minute, all times of day: \$1.15

Per Call Charge:

Per Inmate Collect-Only Call:

Station-to-Station: \$ 6.99

3.7.4 **Option 3**

By:

A. IntraLATA /InterLATA Rates and Charges

The following rates and charges apply to intraLATA and interLATA calls placed by inmates of confinement institutions. Service is billed in one (1) minute increments following an initial one (1) minute increment.

Usage Charge:

Rate Per Minute, all times of day: \$1.29

Per Call Charge:

Per Inmate Collect-Only Call:

Station-to-Station: \$ 6.99

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(I)

(D) (N)

(N)

(N)

(N)

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.7 Institutional Operator Assisted Calling, (Cont'd.)

3.7.5 **Option 4**

A. IntraLATA /InterLATA Rates and Charges

The following rates and charges apply to intraLATA and interLATA calls placed by inmates of confinement institutions. Service is billed in one (1) minute increments following an initial one (1) minute increment.

Usage Charge:

Rate Per Minute, all times of day: \$1.49

Per Call Charge:

Per Inmate Collect-Only Call:

Station-to-Station: \$ 6.99

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3.8 * 11 Service

Customers may access the Company's network to place a collect call or other call type requiring operator assistance by dialing a designated access code. Calls are billed in one (1) minute increments with an initial period for billing purposes of one (1) minute. Calls are not mileage or time-of-day sensitive.

3.8.1	Option 1		(T)
	Rate Per Minute:	\$0.89	
	Rate Per Call:	\$4.99	
3.8.2	Option 2		(NI)
	Rate Per Minute:	\$1.15	(N)
	Rate Per Call:	\$7.50	
3.8.3	Option 3		
	Rate Per Minute:	\$1.49	
	Rate Per Call:	\$8.50	
3.8.3	Option 4		
	Rate Per Minute:	\$1.73	

\$13.50

3.9 Nonsubscriber Service Charge

Rate Per Call:

A Nonsubscriber Service Charge is applicable to operator assisted calls billed to residential lines which are presubscribed to an interexchange carrier other than CTI, or nor presubscribed to any interexchange carrier. This charge is in addition to the applicable initial period charges and in addition to any applicable service charges for operator handled calls.

Rate Per Call: \$3.50

Certain material that originally appeared on this page, now appears on Page 37.2.

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 (\mathbf{M})

(M)

(T)

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.10 Bill Statement Fee

In order to partially offset increased expenses associated with billing calls via local exchange carriers, an undiscountable bill statement fee will apply each billing period in which local or long distance collect calls are billed through a Customer's local exchange carrier. This fee will be charged only once per billing period regardless of the number of calls. The fee will not apply in any billing period in which no collect calls are billed via the Customer's local exchange carrier. This fee does not apply to prepaid services paid for by commercial credit card, check, money order or wire, or for services billed directly to the Customer by the Company.

Monthly charge, per bill statement:

\$2.49 (**I**)

3.11 Regulatory Compliance Fee

This fee allows the Company to recover expenses that the Company incurs with regard to the Universal Service Fund, National Number Portability and other regulatory fees. This fee is not a tax or charge imposed or required by any government entity.

Rate Per Call

\$1.50

Material now appearing on this page, originally appeared on Page 37.1.

Issued: September 14, 2009

By:

Vicki Crowder - President 6242 West Desert Inn Road Las Vegas, Nevada 89102 Effective: October 14, 2009

SECTION 4 - CONTRACTS AND PROMOTIONS

4.1 Contracts

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this Tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specific in each individual contract.

4.2 Promotions

By:

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area.

4.3 Demonstration of Service Promotion

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

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