

NETWORK COMMUNICATIONS INTERNATIONAL CORP.

606 East Magrill Street  
Longview, Texas 75601  
(888) 230-4523

RATES, RULES AND REGULATIONS for FURNISHING

RESALE TELECOMMUNICATIONS SERVICES

Filed with the

PUBLIC SERVICE COMMISSION OF KENTUCKY

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of telecommunications services provided by Network Communications International Corp. between points within the Commonwealth of Kentucky.

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Issued: May 7, 2008

Effective: May 7, 2008

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**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		PAGE	REVISION	
1	3 <sup>rd</sup> Rev.	*	26	2 <sup>nd</sup> Rev.		41.2	Original	*
2	7 <sup>th</sup> Rev.	*	27	3 <sup>rd</sup> Rev.		41.3	Original	*
3	3 <sup>rd</sup> Rev.	*	27.1	1 <sup>st</sup> Rev.		41.4	Original	*
4	2 <sup>nd</sup> Rev.		27.2	2 <sup>nd</sup> Rev.	*	41.5	Original	*
5	2 <sup>nd</sup> Rev.		27.3	2 <sup>nd</sup> Rev.	*	42	2 <sup>nd</sup> Rev.	*
6	2 <sup>nd</sup> Rev.		28	3 <sup>rd</sup> Rev.	*			
7	3 <sup>rd</sup> Rev.	*	29	3 <sup>rd</sup> Rev.	*			
8	4 <sup>th</sup> Rev.	*	30	3 <sup>rd</sup> Rev.	*			
9	4 <sup>th</sup> Rev.	*	31	3 <sup>rd</sup> Rev.	*			
9.1	3 <sup>rd</sup> Rev.	*	32	3 <sup>rd</sup> Rev.	*			
10	3 <sup>rd</sup> Rev.	*	33	3 <sup>rd</sup> Rev.	*			
11	3 <sup>rd</sup> Rev.	*	34	3 <sup>rd</sup> Rev.	*			
12	3 <sup>rd</sup> Rev.	*	35	5 <sup>th</sup> Rev.	*			
13	2 <sup>nd</sup> Rev.		36	5 <sup>th</sup> Rev.	*			
14	3 <sup>rd</sup> Rev.	*	37	5 <sup>th</sup> Rev.	*			
15	2 <sup>nd</sup> Rev.		38	5 <sup>th</sup> Rev.	*			
16	2 <sup>nd</sup> Rev.		39	5 <sup>th</sup> Rev.	*			
16.1	3 <sup>rd</sup> Rev.	*	40	4 <sup>th</sup> Rev.	*			
17	3 <sup>rd</sup> Rev.	*	40.1	3 <sup>rd</sup> Rev.	*			
18	3 <sup>rd</sup> Rev.	*	40.2	3 <sup>rd</sup> Rev.	*			
19	3 <sup>rd</sup> Rev.	*	40.3	3 <sup>rd</sup> Rev.	*			
19.1	2 <sup>nd</sup> Rev.		40.4	2 <sup>nd</sup> Rev.	*			
20	2 <sup>nd</sup> Rev.		40.5	2 <sup>nd</sup> Rev.	*			
21	3 <sup>rd</sup> Rev.	*	40.6	2 <sup>nd</sup> Rev.	*			
22	2 <sup>nd</sup> Rev.		40.7	2 <sup>nd</sup> Rev.	*			
23	3 <sup>rd</sup> Rev.	*	40.8	3 <sup>rd</sup> Rev.	*			
24	2 <sup>nd</sup> Rev.		41	2 <sup>nd</sup> Rev.	*			
25	2 <sup>nd</sup> Rev.		41.1	Original	*			

\* - indicates those pages included with this filing

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**APPLICATION OF TARIFF**

The regulations, rules and conditions set forth in this Tariff apply to the provision of intrastate public telecommunications services furnished within the Commonwealth of Kentucky by Network Communications International Corp. subject to the jurisdiction of the Public Service Commission of Kentucky.

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**SYMBOLS**

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

- (C) - To signify a changed listing, rule or condition which may affect rates or charges.
- (D) - To signify discontinued material, including a listing, rate, rule or condition.
- (I) - To signify an increase in rates or charges.
- (M) - To signify material relocated from or to another part of this Tariff with no change in text, rate, rule or condition.
- (N) - To signify new material, including a listing, rate, rule or condition.
- (R) - To signify a reduction in rates or charges.
- (T) - To signify a change in the wording of the text, but no change in rate, rule or condition.
- (X) - To signify a correction or reissued matter.

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**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 KY PSC. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14.
  
- 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.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

Certain terms used generally throughout this tariff, particularly those for specialized common carrier communication channels furnished by the Company over its facilities are defined below:

**1800Call4Less** - Refers to the marketing name under which specified services are provided in this tariff.

**Access** - Access to NCIC's services are provided by one or more or a combination of the following methods: presubscription in equal access areas, direct access, 800, 950 and 10XXX dialing sequences.

**Access Code** - A sequence of numbers that, when dialed, connect the caller to the provider of services associated with that sequence.

**Aggregator** - Any person, excluding local exchange carriers and cellular service providers that, in the ordinary course of its operations, make telephones available to the public or to transient users of its premises, for intrastate telephone calls using a provider of operator services.

**Authorization Code** - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Service User so the Company may rate and bill the call. All Authorization Codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular Authorization Code. Automatic Numbering Identification ("ANI") may be used as or in connection with the Authorization Code.

**Authorized User** - A person or entity that accesses the Company's services. An Authorized User is responsible for compliance with this tariff.

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

**Billed Party** - The person or entity responsible for payment of the Company's Service(s): For a Direct Dialed Call, the person or entity responsible for payment is the Customer responsible for payment for local telephone service at the telephone used to originate an intrastate call. In the case of a Traveler Card call or other credit card call (herein collectively the "Card"), the person or entity responsible for payment is the Customer of record of the Traveler Card or other valid and acceptable Card used. In the case of a collect or third party call, the person or entity responsible for payment is the person responsible for local telephone service at the telephone number that agrees to accept charges for the call. In the case of a Room Charge Call, the entity responsible for payment is the Aggregator controlling the telephone used to originate the intrastate call. In all Operator Assisted calls not involving Cards, third party calls, collect calls or Room Charge calls, the person or entity responsible for payment is the Customer responsible for payment for local telephone services at the telephone used to originate the intrastate call.

**Calling Card Call** - A Direct Dialed call for which charges are billed not to the originating telephone number, but to a LEC or interexchange carrier calling card.

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**Company** - Depending on the service provided as specified in this tariff, the term Company refers to NCIC or 1800Call4Less.

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**Customer** - The term "Customer" denotes the person, partnership, association, joint stock company, trust, corporation, or governmental entity or any other entity that is responsible for payment of charges and for compliance with this tariff.

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

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**Inmates** – The jailed or confined population of correctional or confinement institutions.

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

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**Local Exchange Carrier ("LEC")** - The term "Local Exchange Carrier" denotes any telephone company that provides local telephone service to Customers within a defined area.

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**NCIC** - Network Communications International Corp., the issuer of this tariff.

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

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

**Person-to-Person Calls** - An Operator Assisted call which is placed under the stipulation that the caller will speak only to a specific called party, a specified extension or office to be reached through a PBX attendant. Such a call is not completed until either the specific party named by the caller is contacted, or the caller agrees to speak to a different party. The caller must arrange with the operator to make a person-to-person call; otherwise, all Operator Assisted calls will be treated as Operator Station calls.

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**Presubscribed Provider of Operator Services** - The intrastate provider of Operator Services to which the Authorized User is connected when the Authorized User places a call using a provider of operator services without dialing a special access code.

**Provider of Operator Services** - Any common carrier that provides operator services or any other person to be determined by the Federal Communications Commission and/or the PSC of Kentucky to be providing operator services.

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**Real Time Rated** - An intrastate call placed with the assistance of an operator, for which charges are collected by an Aggregator, normally a hotel or motel, may be a hospital, from the guest or occupant of the room from which the call originated. A call of this type requires that NCIC communicate the call detail and charges back to the originating location following completion of the call. This service is provided only where authorized by the Aggregator. Calls of this type are rated according to the Real Time Rate Schedules herein.

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

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**Service** - Intrastate telecommunications service provided to a Customer or Authorized User by the Company.

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**Subscriber** - Any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, makes telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer.

**Telecommunications** - The transmission of voice communications or, subject to the transmission capabilities of the Service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

Service is offered to residential and business Customers of the Company to provide operator assisted calls to transient end users originating and terminating partially or wholly within the State of Kentucky, using the Company's network configuration. Certain Operator Assisted services, as specified herein, are offered under the name 1800Call4Less. All Services are provided subject to the terms and conditions set forth in this tariff. In the event of a conflict between a contract entered into by the Company and this tariff, the terms of this tariff shall prevail.

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The Company's services and facilities are provided to transient end users on a per call basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

**2.2 Limitations**

**2.2.1** 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.

**2.2.2** NCIC reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.2 Limitations, (Cont'd.)**

**2.2.3** 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.

**2.2.4** All services and facilities provided under this tariff are directly or indirectly controlled by NCIC and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.3 Use**

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

**2.4 Liabilities of Company**

**2.4.1** Except as stated in this section, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for willful misconduct.

**2.4.2** The liability of the Company, if any, for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects in transmission, or failures or defects in facilities furnished by the Company in the course of furnishing service or arising out of any failure to furnish service shall in no event exceed an amount of money equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur and continue. However any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service that are caused by or contributed to by the negligence or willful act of Customer, or which arise from the use of Customer-Provided Facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.4 Liabilities of Company, (Cont'd.)**

- 2.4.3** NCIC shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to Acts of God, fires, flood or other catastrophes; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over NCIC or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company or the acts of any party not directly under the control of the Company.
- 2.4.4** NCIC is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the services received by Customer, or for the unavailability of or any delays in the furnishing of any services or facilities that are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the service provided to Customer, the Company's liability shall be limited according to the provisions above.
- 2.4.5** NCIC shall be indemnified and held harmless by the Customer and Authorized User from and against all loss, liability, damage, and expense, including reasonable attorney's fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using the Company's services and any other claim resulting from any act or omission of the Customer or Authorized User relating to the use of the Company's facilities.
- 2.4.6** The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities or equipment used with the service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the failure of Customer-provided service, equipment or facilities.
- 2.4.7** Under no circumstances whatever shall the Company or its officers, directors, agents, or employees be liable for indirect, incidental, special or consequential damages.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.5 Deposits**

The Company does not require deposits from Customers.

**2.6 Advance Payments**

The Company does not normally require advance payments. However the company reserves the right to an advance payment from customers whose credit history is unacceptable or unknown to the Company. Advance payments, if collected, will be collected and maintained in accordance with Commission rules.

**2.7 Taxes**

All federal excise taxes, and state and local sales, use, and similar taxes, are billed as separate line items and are not included in the quoted rates, unless otherwise provided in Section 4 of this tariff.

**2.7.1 Public Payphone 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's service and is unrelated to the 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 re-originated 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.

Rate per Call \$0.56

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.8 Payment for Service and Credit Regulations**

Terms of payment are subject to the rules of the PSC of Kentucky. Contested charges will be handled in accordance with 807 KAR 5:006, Section 9.

**2.8.1 Billing and Credit Regulations**

The charges for service are due when billed and are billed and collected by the Company or its authorized agent, or the connecting company from whose service point the messages were sent paid or at whose service point the messages were received collect.

**2.8.2 Payment for Service Regulations**

The Customer is responsible for payment of all charges for services, including charges for service originated or charges accepted at the Customer's service point.

- (B) Any applicable federal, state or local taxes or similar liabilities chargeable to or against the Company as a result of the provision or the Company's service hereunder to the Customer shall be charged to and payable by the Customer in addition to the rates indicated in this tariff.
- (C) The Customer shall remit payment of all charges to any agency authorized by the Company to receive such payment.
- (D) If the bill is not paid within thirty calendar days following the mailing of the bill, the account will be considered delinquent.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.8 Payment for Service and Credit Regulations, (Cont'd.)**

**2.8.2 Payment for Service Regulations, (cont'd.)**

- (E) A delinquent account may subject the Customer's service to temporary disconnection. The Company is responsible for notifying the Customer at least five calendar days before service is disconnected. The Company does not charge a late charge for unpaid bills.
- (F) Failure to receive a bill will not exempt a Customer from prompt payment of any sum or sums due the Company.
- (G) In the event the Company must employ the services of attorneys for collection of charges due under this tariff or any contract for special services, Customer shall be liable for all costs of collection including reasonable attorney's fees and court costs.
- (H) NCIC will not knowingly bill for unanswered calls. In the event that an unanswered call is inadvertently billed, NCIC will cancel all such charges upon request or may credit the account of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.
- (I) In the event the Customer is overbilled, an adjustment will be made to the Customer's account and the Customer will be deemed to not owe overbilled amount. If the Customer is underbilled, the Customer is allowed to either pay in lump sum or in installments.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.8 Payment for Service and Credit Regulations, (Cont'd.)**

**2.8.2 Payment for Service Regulations, (cont'd.)**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.9 Right to Backbill for Improper Use of the Company's Service**

Any person or entity that uses, appropriates or secures the use of service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which uses, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's service actually made by Customer.

**2.10 Billing Entity Conditions**

When billing functions on behalf of NCIC are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charges. In case of any disputed charges that cannot be resolved by the billing company, the Billed Party may contact NCIC directly. If there is still a disagreement about the disputed amount after investigation and review by NCIC or other service provider, the Billed Party has the option to pursue the matter with the appropriate state commission and/or the Federal Communications Commission.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.11 Compliance with Regulatory Requirements**

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

**2.12 Interconnection**

The Company reserves the right to interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services for the provision of services offered herein.

**2.13 Denial of Access to Service by the Company**

The Company expressly retains the right to deny access to service without incurring any liability for any of the following reasons:

**2.13.1** Nonpayment of any sum due for service provided hereunder.

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**2.13.2** Customer's acts or omissions that constitute a violation of, or a failure to comply with, any regulation stated in this tariff governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual threatened interference to NCIC operations or its furnishing of service.

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**2.13.3** The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or

**2.13.4** Failure to pay a previously owed bill by the same Customer at another location.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.14 Customer's Liability in the Event of Denial of Access to Service by the Company**

In the event a Customer's service is disconnected by the Company for any of the reasons stated in Section 2.13, the Customer shall be liable for all unpaid charges due and owing to the Company associated with the service.

**2.15 Reinstitution of Service**

The Company will reconnect service upon Customer request as soon as the reason for the Customer's termination is removed. If the Customer seeks reinstatement of Service following denial of service by the Company, the Customer shall pay to the Company prior to the time service is reinstated (1) all accrued and unpaid charges, but there will be no charge for the service restoration.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.16 Credit Allowances for Interruption of Service**

Credit allowances for interruptions of service are limited the initial minimum period charge incurred to re-establish the interrupted call.

**2.17 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

**2.18 [Reserved for Future Use]**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.19 Responsibilities of Aggregators**

In addition to the responsibilities of Aggregators in their capacities as Subscribers, Aggregators must also adhere to the following requirements:

**2.19.1** Aggregators must post on the telephone instrument, in plain view of Authorized Users,

- (A) The name, address, and toll-free telephone number of the provider of operator services; and
- (B) A written disclosure that the rates for all operator-assisted calls are available on request, and that Authorized Users have a right to obtain access to the intrastate common carrier of their choice and may contact their preferred intrastate common carriers for information on accessing that carrier's service using that telephone; and
- (C) The name and address of the enforcement division the Federal Communications Commission, to which the Authorized User may direct complaints regarding Operator Services.
- (D) Any other information required by state or federal regulatory agencies or law.

**2.19.2** Aggregators must ensure that each of its telephones presubscribed to a provider of operator services allows the Authorized User to use "800" and "950" access code numbers to obtain access to the provider of operator services desired by the Authorized User.

**2.19.3** NCIC shall withhold payment (on a location-by-location basis) of any compensation, including commissions, to Aggregators if NCIC reasonably believes that the Aggregator (i) is blocking access by means of "950" or "800" numbers to intrastate common carriers in violation of The Telephone Consumer Protection Act of 1990 paragraph 3.4.1.B.; or (ii) is blocking access to equal access codes in violation of rules the Federal Communication Commission and/or the state Commission may prescribe.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.20 Responsibilities of the Subscriber or Customer**

- 2.20.1** The Subscriber or Customer is responsible for placing any necessary orders, for complying with tariff regulations, and for ensuring that Authorized Users comply with tariff regulations. The Subscriber or Customer is also responsible for the payment of charges for calls originated at the Subscriber's or Customer's premises that are not collect, third party, calling card, or credit card calls.
- 2.20.2** The Subscriber or Customer is responsible for charges incurred for special construction and/or special facilities that the Subscriber or Customer requests and which are ordered by NCIC on the Subscriber's or Customer's behalf.
- 2.20.3** If required for the provision of NCIC's Services, the Subscriber or Customer must provide any equipment space, supporting structure, conduit, and electrical power without charge to NCIC.
- 2.20.4** The Subscriber or Customer is responsible for arranging ingress to its premises at times mutually agreeable to it and NCIC when required for NCIC personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of NCIC's Services.
- 2.20.5** The Subscriber or Customer shall ensure that its terminal equipment and/or system is properly interfaced with NCIC's facilities or services, that the signals emitted into NCIC's network configuration are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber or Customer and in compliance with the criteria set forth in Part 68 of the Code of Federal Regulations, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers or Customers.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

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

- 2.20.6** If the Subscriber or Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to NCIC's equipment, personnel, or the quality of Service to other Subscribers or Customers, NCIC may, upon written notice, require the use of protective equipment at the Subscriber's or Customer's expense. If this fails to produce satisfactory quality and safety, NCIC may, upon written notification, terminate the Subscriber's service.
- 2.20.7** The Subscriber or Customer must pay NCIC for replacement or repair of damage to the equipment or facilities of NCIC caused by negligence or willful act of the Subscriber or Customer, its Authorized Users, or others, or by improper use of equipment provided by the Subscriber or Customer, Authorized Users, or others.
- 2.20.8** The Subscriber or Customer must pay for the loss through theft or fire of any of NCIC's equipment installed at Subscriber's or Customer's premises.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.21 Responsibilities of Authorized Users**

- 2.21.1 The Authorized User is responsible for compliance with the applicable regulations set forth in this tariff as well as all rules and regulations of the state utility commission and the FCC.
- 2.21.2 The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.
- 2.21.3 The Authorized User is responsible for providing NCIC with a valid method of billing for each call. NCIC reserves the right to validate the credit worthiness of users through available credit card, calling card, called number, third party telephone number, and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or NCIC may refuse to place the call.

**2.22 Bill Format**

Bills for use of the Company's service are issued as part of the local exchange telephone company standard format.

All bills for services, whether billed directly by the Company or by an authorized agent (e.g. credit card, the LEC, etc.) will contain a list of all charges and the Company's toll free customer service number. Non-regulated charges, if applicable, will be clearly designated with a notice that non-payment of non-regulated charges will not result in disconnection of regulated services.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.23 Customer Liability for Unauthorized Use of the Network**

**2.23.1 Unauthorized Use of the Network**

- (A) Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's Services provided under this tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the network, makes fraudulent use of the network to obtain the Company's Services provided under this tariff, or uses specific services that are not authorized.
- (B) The following activities constitute fraudulent use:
- (1) Using the network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
  - (2) Using or attempting to use the network with the intent to avoid payment, either in whole or in part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this tariff to any service components used to furnish the Company's Services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
  - (3) Toll free callers using the network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and
  - (4) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.
- (C) Customers are advised that use of telecommunications equipment and Services, including that provided under this tariff, carries a risk of various forms of telecommunications fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc. Customers must notify the Company verbally or in writing of unauthorized use or charges appearing on the Customer's bill.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.23 Customer Liability for Unauthorized Use of the Network, (Cont'd.)**

**2.23.2 Liability for Unauthorized Use**

(A) Except as provided for elsewhere in this tariff, the Customer is responsible for payment of all charges for Services provided under this tariff. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.

(B) [Reserved for Future Use]

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(C) The Customer is liable for all costs incurred as a result of unauthorized use of the network, including Service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages. The Company will take reasonable steps, upon verbal or written notification that fraud has occurred, or is believed to have occurred, to assist the customer in identifying the nature and/or source of the fraud, and in terminating the fraudulent use of the Customer's service. The Company will also assist the Customer in facilitating changes in phone numbers, and assist the Customer in identifying the perpetrator(s) of the fraud for purposes of pursuing civil remedies.

(D) [Reserved for Future Use]

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.23 Customer Liability for Unauthorized Use of the Network, (Cont'd.)**

**2.23.3 [Reserved for Future Use]**

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**2.23.4 Liability for Credit Card Fraud**

The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Credit Card. The liability of the Customer for unauthorized use of the network by Credit Card fraud may be limited by state or federal law, and the Customer shall seek indemnification from the organization or company issuing such card for unauthorized use thereof.

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**SECTION 3 – OPERATOR ASSISTED SERVICES**

(T)

**3.1 General**

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NCIC's Operator Assisted Service is provided for use by transient Customers at host or Subscriber locations. Services arranged for the use of the transient public are subject to restrictions imposed by the PSC of Kentucky and the Federal Communications Commission.

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**SECTION 3 – OPERATOR ASSISTED SERVICES, (CONT'D.)**

**(T)**

**3.2 Determination of Call Duration and Timing of Calls**

- 3.2.1 Chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console. **(T)**
- 3.2.2 Chargeable time ends when the connection is terminated.
- 3.2.3 Chargeable time does not include the time lost because of known faults or defects in the service.
- 3.2.4 The initial and additional timing periods for billing purposes vary by product and are specified in Section 3 of this tariff.
- 3.2.5 The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, NCIC will reasonably issue credit for the call.

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**SECTION 3 - OPERATOR ASSISTED SERVICES, (CONT'D.)**

(T)

**3.3 Time of Day Rate Periods**

(D)

Rates for service are not time-of-day sensitive.

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SECTION 3 - OPERATOR ASSISTED SERVICES, (CONT'D.)

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**SECTION 3 - OPERATOR ASSISTED SERVICES, (CONT'D.)**

(T)

**3.4 Calculation of Distance**

(D)

Rates for service are not distance sensitive

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**SECTION 3 - OPERATOR ASSISTED SERVICES, (CONT'D.)**

**(T)**

**3.5 Operator Services**

Operator Service provides operator assisted calling services. Calls originate over switched access facilities. Customer must dial either "0+ destination number" or "0-" for operator assisted calls.

**3.5.1 Description of Charges**

For operator service calls, one of the following per-call service charges applies:

**(A) Customer Dialed Credit/Calling Card Charge**

This charge applies in addition to usage charges for calls billed to a Commercial Credit Card or Calling Card when the Customer dials all of the digits required to route and bill the call.

**(B) Operator Station Charge**

This charge applies in addition to usage charges for calls placed with operator assistance, other than Customer Dialed Credit/Calling Card and Person to Person calls.

**(C) Person to Person Charge**

This charge applies in addition to usage charges for calls placed to a particular party at the destination number. Charges do not apply unless the specified party or an acceptable substitute is available. Calls may be billed to a third number, credit/calling card, or the called party (collect).

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**SECTION 3 - OPERATOR ASSISTED SERVICES, (CONT'D.)**

**(T)**

**3.5 Operator Services, (Cont'd.)**

**3.5.1 Description of Charges, (Cont'd.)**

**(D) Operator Dialed Service Charge**

This charge applies in addition to usage and per call service charges for calls when the Customer has the capability of dialing all the digits necessary to complete the call, but elects to have the operator dial the called station. The service charge does not apply to calls when operator dialing is due to technical problems with dialing or for calls placed on behalf of a handicapped person unable to dial the call.

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**SECTION 3 - OPERATOR ASSISTED SERVICES, (CONT'D.)**

(T)

**3.5 Operator Services, (Cont'd.)**

**3.5.2 Intrastate InterLATA/IntraLATA Rates and Charges**

(T)(M)

**(A) Per Minute Usage Rate**

(T)(D)

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(D)

Calls are billed in one (1) minute increments after an initial minimum call duration of three (3) minutes. Partial minutes are rounded up to the next minute.

Per Minute Usage Rate: \$0.69

(M)

**(B) Per Call Service Charges**

(M)(D)

	<b>Automated</b>	<b>Operator Assisted</b>
Customer Dialed Calling Card Station:	\$4.95	
Operator Dialed Calling Card Station:	\$5.50	
Operator Station		
Collect:	\$3.95	\$5.50
Billed to Third Party:	\$3.95	\$6.50
		(D)
Person to Person:	\$9.95	\$9.95 (N)

(M)(D)

\* Certain material on this page previously appeared on 4<sup>th</sup> Revised Page 36, 4<sup>th</sup> Revised Page 38 and 4<sup>th</sup> Revised Page 40.

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SECTION 3 - OPERATOR ASSISTED SERVICES

(T)

3.5 [Reserved for Future Use]

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*\* Material previously found on this page can now be found on 5<sup>th</sup> Revised Page 35.*

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SECTION 3 - OPERATOR ASSISTED SERVICES, (CONT'D.)

(T)

3.5 [Reserved for Future Use]

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SECTION 3 - OPERATOR ASSISTED SERVICES, (CONT'D.)

(T)

3.5 [Reserved for Future Use]

(M)

(M)

\* *Material previously found on this page can now be found on 5<sup>th</sup> Revised Page 35.*

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SECTION 3 - OPERATOR ASSISTED SERVICES, (CONT'D.)

(T)

3.5 [Reserved for Future Use]

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SECTION 3 - OPERATOR ASSISTED SERVICES, (CONT'D.)

(T)

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SECTION 3 - OPERATOR ASSISTED SERVICES, (CONT'D.)

(T)

3.6 [Reserved for Future Use]

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SECTION 3 - OPERATOR ASSISTED SERVICES, (CONT'D.)

(T)

3.6 [Reserved for Future Use]

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SECTION 3 - OPERATOR ASSISTED SERVICES, (CONT'D.)

(T)

3.6 [Reserved for Future Use]

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SECTION 3 - OPERATOR ASSISTED SERVICES, (CONT'D.)

(T)

3.7 [Reserved for Future Use]

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**SECTION 3 - OPERATOR ASSISTED SERVICES, (CONT'D.)**

**(T)**

**3.8 1800Call4Less**

The following service is provided under the name 1800Call4Less. 1800Call4Less is a service that allows the user to access the Company's network by dialing a designated toll-free number for the purpose of placing an operator-assisted call. A per call charge and usage rates apply.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute.

**(A) Per Minute Usage Rates** \$0.25

**(B) Per Call Charges**

The following per-call charges apply in addition to the per minute usage rates when applicable.

Operator Assisted Call	\$4.50
Operator Station - Automated	\$3.99
Person-to-Person	\$4.50

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SECTION 3 - OPERATOR ASSISTED SERVICES, (CONT'D.)

(T)

3.9 [Reserved for Future Use]

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SECTION 3 - OPERATOR ASSISTED SERVICES, (CONT'D.)

(T)

3.9 [Reserved for Future Use]

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SECTION 3 - OPERATOR ASSISTED SERVICES, (CONT'D.)

(T)

3.9 [Reserved for Future Use]

3.10 [Reserved for Future Use]

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(M)

3.11 Dial Around Access - \*77 Program

The following rates apply for operator-assisted calls placed by dialing a designated access code (\*77), and completing the call using the automated system by following the correct prompts. Calls are billed in one (1) minute increments.

<b>Usage Rate, per minute</b>	\$0.99
	<b>Per Call Charge</b>
Customer Dialed Station to Station	\$6.99
Operator Station to Station	\$9.50

\* Certain material previously found on this page can now be found on Original Page 41.1 TARIFF BRANCH

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**SECTION 3 - OPERATOR ASSISTED SERVICES, (CONT'D.)**

**3.12 Miscellaneous Charges (Cont'd.)**

**3.12.4 Non-Subscriber Service Charge**

(M)

A Service charge is applicable to intrastate Operator Station, Person-to-Person or Real Time rated calls billed to all lines which are presubscribed to an interexchange carrier other than NCIC, or not presubscribed to any interexchange carrier. This charge is in addition to any other applicable charges.

The Non-Subscriber Service Charge does not apply to calls to Directory Assistance or for calls billed to lines which have discontinued presubscription to NCIC but for whom an active billing record still exists in NCIC's billing system.

Non-Subscriber Service Charge per call: \$3.50

(M)

**3.12.5 Billing Cost Recovery Fee**

(N)

In order to partially offset increased expenses associated with billing operator assisted calls, a billing cost recovery fee may apply each billing period in which local or long distance collect calls are billed through a Customer's local exchange carrier or are direct billed to Customer by the Company. 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 calls are billed via the Customer's local exchange carrier or by company invoice. This fee does not apply to services paid for by commercial credit card, check, money order or wire.

Billing Cost Recovery Fee, per month where applicable \$2.95

(N)

**3.12.6 Regulatory Assessment Fee**

(N)

This fee is applied to recover expenses the Company incurs with regard to state compliance activities. It is billed once per month in any month in which operator assisted calls are billed via the Customer's local exchange carrier. This fee is not a tax or charge imposed or required by any government entity.

Regulatory Assessment Fee, per month where applicable \$1.99

(N)

*\* Certain material on this page previously appeared on 3<sup>rd</sup> Revised Page 40.8.*

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**SECTION 4 – INSTITUTIONAL CALLING SERVICES**

(N)

**4.1 Institutional Collect Operator Service**

**4.1.1 Description**

The Company provides Institutional Automated Collect Operator Service to inmates of confinement facilities. Service may be limited by the administrators of the institutions as to availability, call duration or calling scope. Calls are billed to the Called Party. The Called Party must actively accept charges for the call. A per-call service charge applies to each call.

Institutional Collect Operator Service allows inmates to make collect calls to terminating locations anywhere within in the state. An automated system prompts the caller and the called party through user - friendly instructions. The called party must accept responsibility for payment of the charges by dialing the designated digit for acceptance. If a call is not accepted within five (5) seconds of the automated voice recording prompt, the automated recording is replayed a second time. If an acceptance digit is not received five (5) seconds after the second recording is completed, the call is terminated.

Use of the collect calling service is subject to the rules and regulations of the Commission and the institution's administrative restrictions.

**4.1.2 Institutional Collect Operator Service Rates and Charges**

**(A) Local Rates and Charges**

Per Message Charge	\$0.50
Operator Station Collect Service Charge	\$2.50

**(B) Intra/InterLATA Rates and Charges**

Per Minute Usage Rate	\$0.69
Operator Station Collect Service Charge	\$3.95

(N)

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**SECTION 4 – INSTITUTIONAL CALLING SERVICES, (CONT'D.)**

(N)

**4.2 Prepaid Institutional Collect Service**

**4.2.1 Description**

Prepaid Institutional Collect Service provides an alternative payment arrangement for inmates in Confinement Institutions. This service enables end users to receive calls originating from confined persons and who cannot or who do not wish to have such calls billed through their own local exchange service provider.

With Prepaid Institutional Collect Service, a prepaid account is set up by the Company for the Customer who receives collect calls from an inmate in a confinement facility. Once an account is established, all collect calls from the confinement facility to the telephone number associated with the prepaid collect account are automatically processed as prepaid collect. If the payment into the account is provided via the Customer's credit card, credit verification procedures are carried out under the terms specified in Section 2. The Company does not engage in direct monetary transactions with the inmate.

Network usage is deducted from the Available Usage Balance in the account on a real time basis as the call progresses. All calls must be charged against an Account that has sufficient available balance. Calls in progress will be terminated by the Company if the balance on the Account is insufficient to continue the call. Customers are responsible for contacting the Company's Customer Service Department to obtain the Available Usage Balance remaining in the Prepaid Collect Account.

Payment for Prepaid Institutional Calling Services and any Available Usage in the Prepaid Account is refundable upon request by the called party. The Available Usage Balance expires twelve months from the date the last call is made on the Prepaid account. No refunds of unused balances will be issued after the expiration date.

Prepaid Institutional Collect Service is available 24 hours a day, seven days per week. Access to telephone service by an inmate may be subject to time of day and usage restrictions imposed by individual Confinement Institutions. No minimum service period applies.

Network usage for Prepaid Institutional Calls is deducted from the Available Usage Balance in full minute increments. For debiting purposes, call timing is rounded up to the nearest one (1) minute increment. Usage charges are computed and rounded up to the nearest penny on a per call basis. Prepaid accounts may be replenished; the minimum initial deposit or replenishment amount is \$25.00; the maximum replenishment permitted is \$1000.

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**SECTION 4 – INSTITUTIONAL CALLING SERVICES, (CONT'D.)**

(N)

**4.2 Prepaid Institutional Collect Service, (Cont'd.)**

**4.2.2 Institutional Collect Operator Service Rates and Charges**

**A) Local Rates and Charges**

Per Message Charge \$0.50

Operator Station Collect Service Charge \$2.50

**(B) Intra/InterLATA Rates and Charges**

Per Minute Usage Rate \$0.69

Operator Station Collect Service Charge \$3.95

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**SECTION 4 – INSTITUTIONAL CALLING SERVICES, (CONT'D.)**

(N)

**4.3 Miscellaneous Charges**

**4.3.1 Billing Cost Recovery Fee**

In order to partially offset increased expenses associated with billing collect calls via the customer's local exchange carrier, a billing cost recovery fee may apply each billing period in which local or long distance collect calls are placed. 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 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.

Billing Cost Recovery Fee, per month where applicable \$2.95

**4.3.2 Regulatory Assessment Fee**

This fee is applied to recover expenses the Company incurs with regard to state compliance activities. It is billed once per month in any month in which operator assisted calls are billed via the Customer's local exchange carrier. This fee is not a tax or charge imposed or required by any government entity.

Regulatory Assessment Fee, per month where applicable \$1.99

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