

EXHIBIT 39

Lattice Interstate Tariff

PRISON
POLICY INITIATIVE

Lattice Incorporated
7150 N. Park D, Suite 500
Pennsauken, NJ 08109

Interstate/International Rates, Terms and Conditions
Original Title Page

Posted: December 15, 2009

Interstate and International Institutional Service

Rates, Terms and Conditions

Provided by

LATTICE INCORPORATED

Lattice Incorporated

7150 N. Park D, Suite 500

Pennsauken, NJ 08109

Issued By: Terry Whiteside, General Manager

Interstate/International Rates, Terms and Conditions

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CHECK SHEET

Pages of this RTC, 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 RTC and are currently in effect as of the date on the bottom of this page.

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Interstate/International Rates, Terms and Conditions

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EXPLANATION OF SYMBOLS

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

- C** - To signify Changed Regulation.
- D** - Delete or Discontinue
- I** - Change Resulting in an Increase to a rate
- M** - Moved from Another RTC Location
- N** - New
- R** - Change Resulting in a Reduction to a rate
- S** - Matter Appearing Elsewhere or Repeated for Clarification
- T** - Change in Text But No Change to Rate or Charge
- V** - Signifies Vintage RTC
- Z** - Correction

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SECTION 1 - TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Subscriber's location to a Lattice switching center or designated point of presence.

Automated Collect Call - Calls billed to the called party that are completed through an automated call processing system. The automated system prompts the call originator and called party. The called party must accept charges for the call and is responsible for payment.

Called Party - The person, individual, corporation or other entity whose telephone number is called. The Called Party is responsible for payment of the charges for use of Lattice's automated collect service

Company or Carrier - Lattice Incorporated, unless otherwise clearly indicated by the context.

Commission - The Federal Communications Commission.

Correctional or Confinement Institutions - Used throughout this tariff to refer to any type of confinement facility, including prisons, jails, work farms, detention centers or other facilities used for penalty or confinement purposes.

Customer or End User - The person, firm, corporation or other entity which uses Lattice's service and is responsible for payment of charges and compliance with the Company's tariff.

Inmates - The jailed or confined population of correctional or confinement institutions.

Lattice - Used throughout this tariff to mean Lattice Incorporated.

LEC - Local Exchange Company.

RTC - Refers to this Rates, Terms and Conditions document.

Subscriber - The correctional institution that contracts with the Company for the provision of automated operator assisted telecommunications services for use by inmates and other incarcerated persons.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Lattice Incorporated

Lattice's services and facilities are furnished for communications originating at correctional or confinement institutions between locations within the United States and foreign countries. The terms of this RTC apply to Lattice's interstate and international calls.

Lattice provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this RTC. Lattice may act as the Subscriber's agent for ordering access connection facilities provided by other carriers or entities, to allow connection of a Subscriber's location to the Lattice services.

The Company's services and facilities are available twenty-four hours per day, seven days per week subject to restrictions imposed by the administration of the institution.

2.2 Limitations

- 2.2.1** Lattice provides calling services to inmates and other incarcerated persons in confinement/correctional institutions.
- 2.2.2** Service is offered subject to the availability of the necessary facilities or equipment, and subject to the provisions of this RTC.
- 2.2.3** Lattice reserves the right to suspend or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this RTC, or in violation of the law.
- 2.2.4** 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.
- 2.2.5** Service may otherwise be limited at the request of the institution's administration or by rules of the Commission to decrease fraud and maintain security and control over the inmate population.

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

2.3 Use

Services provided under this RTC may be used for any lawful purpose for which the service is technically suited, limited to the provisions of this RTC.

2.4 Assignment and Transfer

All facilities provided under this RTC are directly or indirectly controlled by the Company. Service may not be transferred or assigned without the express written consent of the Company. All regulations and conditions contained in this RTC shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.5 Terminal Equipment

Company-provided facilities and service may be used with or terminated in Company- or Customer-provided terminal equipment or communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained under contract between Lattice and the Customer. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

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

2.6 Liabilities of the Company

- 2.6.1** The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) transmission provided under this RTC, 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.
- 2.6.2** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer, End User and 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 RTC; or for any act or omission of the Customer, End User or 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 caused by negligence of the Company.
- 2.6.3** The Company shall not be liable for any defacement of or damages to the premises of a Subscriber or Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.
- 2.6.4** Except when a court of competent jurisdiction finds that gross negligence, willful neglect, or willful misconduct on the Company's part has been a contributing factor, the liability of the Company 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 (including services and facilities involved in emergency calling activity) or transmission provided under this RTC shall not exceed an amount equivalent to the prorata charge to the Customer or Subscriber for the period of service or facility usage during which such interruption, delay, error, omission or defect occurs. For the purpose of computing this amount, a month is considered to have thirty (30) days.

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

2.7 Taxes and Fees

2.7.1 FCC Universal Service Fund

In compliance with the FCC's Universal Service Orders, the Company is required to pay a percentage of its retail revenues to support the Universal Service Fund (USF).. This amount is in addition to standard usage charges and any applicable service charges and surcharges associated with the Company's service. The Company's Universal Service cost recovery will match the relevant quarterly Universal Service Contribution Factor approved by the FCC rounded up to the nearest tenth of a percent. Universal Service Contribution Factors are available at: <http://www.fcc.gov/omd/contribution-factor.html>.

2.8 Payment for Service

2.8.1 Payment for Service

The Customer is responsible for payment of all charges for services furnished by the Company. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments (such as a local exchange company).

2.8.2 Disputed Charges

Charges billed directly by the Company are due upon receipt. Amounts not paid within 10 days of the invoice will be considered past due. For charges billed directly by the Company, notice from the Customer of a dispute as to charges must be received by the Company within thirty (30) days after the date of the invoice. Otherwise, all charges will be considered correct and binding.

For charges billed through the Customer's local exchange carrier, notice from the Customer of disputed charges must be received by the Company within thirty (30) days after the date of the bill is issued. Otherwise, all charges will be considered correct and binding on the Customer.

The Company will promptly investigate and advise all billed parties as to its findings concerning disputed charges. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

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

2.8 Payment for Service, (Cont'd.)

2.8.3 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 amount. Where a requested billing method cannot be validated or maximum credit amount established, the Company may refuse to provide service or require establishment of a prepaid account or use of a debit account.

Services 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 a telephone number exceeds a predetermined amount or becomes past due.

2.8.4 Return Check Charge

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of this RTC and pursuant to Federal law.

2.8.5 Late Payment Fees

The Company reserves the right to assess a late payment fee of 1.5% per month on any past due balance. A balance is considered past due if unpaid fifteen (15) days following the date printed on the bill listing amounts owed by the Customer. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent.

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

2.9 Refusal or Discontinuance by Company

2.9.1 Lattice may block calls or suspend service as applicable, for any of the following reasons:

- A.** For failure of the Customer to pay a bill for service when it is due.
- B.** For violation of any of the Company's rules and regulation as set forth herein.
- C.** For failure of the Subscriber to provide the Company reasonable access to its equipment and property.
- D.** For Subscriber's breach of the contract for service between the Company and the Subscriber.
- E.** When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- F.** In the event of fraudulent use of the service.
- G.** In the event of tampering with the Company's equipment.
- H.** In the event of a condition determined to be hazardous to the Customer or Subscriber, to the Company's equipment, the public, or to employees of the Company.
- I.** In the event of a Customer's or Subscriber's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

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

2.10 Call Restrictions

Calling capabilities may be restricted by the administration of the correctional or confinement institutions. The following types of calls will be blocked: directory assistance, 0-, 700, 800, 900, 911, 976, 950, 10XXX, 1+ sent paid, third number billed, credit card and local direct. The institution may block calls to specific telephone numbers and may limit calling service to pre-approved telephone numbers only. Call duration may be limited by the institution.

2.11 Use of Recording Devices

Subscribers who use recording devices do so at their own risk. Subscribers may use a recording device only in compliance with the requirements of local, state, and federal laws.

2.12 Adjustment to Rates and Charges

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

2.13 Contracts

Service is offered on a contractual basis to meet specialized requirements of correctional facilities. The terms of each contract shall be mutually agreed upon between the facility and the Company and may include discounts on rates contained herein, charges for specially designed non-telecommunications services, restrictions on the use of certain telephone services or other customized features.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES

3.1 General

The Company offers domestic interstate and international automated operator assisted collect calling services for use by inmates and other incarcerated persons in correctional or confinement facilities. Inmate access to the Company's services may be restricted by the administration of the Institution served. The Company's services are available twenty-four hours per day, seven days a week. Unless otherwise specified in this RTC, intrastate service is offered in conjunction with interstate and international service.

Customers are charged individually for each call placed through the Company's network. Charges are based on individual contracts between the Company and Institutions.

3.2 Timing of Calls

- 3.2.1** Billing for calls placed over the Company's network is based in part on the duration of the call as follows, unless otherwise specified in this RTC.
- 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.
- 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 RTC, the minimum Initial Period for billing purposes is one (1) minute.
- 3.2.5** Unless otherwise specified in this RTC, 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. notification, investigate the circumstances of the call and issue a credit when appropriate.

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

3.3 Institutional Automated Collect Service

Institutional Automated Collect Service is provided for use by inmates and other incarcerated persons in Correctional Institutions. Interstate service is offered in conjunction with intrastate service.

Service may be limited by the administrators of the institutions. Calls are billed to the Called Party. The Called Party must actively accept charges for the call.

Institutional Automated Collect Service allows inmates to make collect calls to terminating interstate and international locations as specified following. 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 automatically terminated.

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

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

3.4 Prepaid Institutional Calling Services

3.4.1 General

Prepaid Institutional Calling Services provide alternative payment arrangements for inmates in Confinement Institutions. Prepaid Institutional Calling Services are 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.

The called party is automatically informed of the Available Usage Balance remaining in the Prepaid Account prior to acceptance of the call. Network usage is deducted from the Available Usage Balance in the account on a real time basis as the call progresses. A reminder message is also provided when the account balance has one minute of usage remaining. 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.

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 six 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.

Two options are available with Prepaid Institutional Calling Services. The first option, the Prepaid Debit Account, allows the inmate to set up his/her own prepaid account at the Confinement Institution; the second option, Prepaid Collect Service, allows the Called Party who receives collect calls from inmates to set up his/her own prepaid account.

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

3.4 Prepaid Institutional Calling Services, (Cont'd.)

3.4.1 General, (Cont'd.)

A. Option A: Prepaid Debit Account

With a Prepaid Debit Account, the inmate is assigned a Personal Identification Number (PIN.) When the inmate places a call, he/she enters the PIN and called telephone number. All deposits to the account are paid to and handled by the Institution. The Company receives payment from the inmate's debit account via the Institution; it does not engage in direct monetary transactions with the inmate.

The Company's system automatically informs the caller of the Available Usage Balance remaining in the Prepaid Debit Account, and provides prompts to place the call by entering the destination telephone number. Network usage is deducted from the Available Usage Balance in the account on a real time basis as the call progresses.

B. Option B: Prepaid Collect Service

Prepaid Collect Service is available for use by individuals who receive collect calls from inmates in Confinement Institutions. Once an account is established, all collect calls from the 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 credit card, credit verification procedures are carried out under the terms specified in Section 2 of this tariff. Deposits to the account are paid to and handled by the Company via arrangement with a vendor.

The minimum initial deposit or replenishment amount is \$25.00. Additional payments will be accepted with a \$100.00 payment maximum. Initial and additional payments into the account may be made by cashier's check, money order, credit card, debit card, electronic checking or Western Union. Transaction fees will apply for credit card and check by phone transactions. All payments will be subject to applicable taxes.

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

3.5 Institutional Contract Service Rates - Domestic Interstate

3.5.1 Institutional Collect Service

A. Rates and Charges

Contract Rates	Collect	
	Per Call	Per Minute
Contract 1	\$3.95	\$0.89
Contract 2	\$3.95	\$0.69
Contract 3	\$3.50	\$0.48
Contract 4	\$3.98	\$0.80

3.5.2 Institutional Prepaid Collect and Debit

A. Rates and Charges

Rates for service are provided at a discount, per request of the facility.

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

3.6 Institutional Contract Service Rates – International

3.6.1 Institutional Prepaid Debit

A. Rates and Charges

Contract Rates	Per Call Charge	Per Minute Charge
All Contracts	\$3.95	\$0.89

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

3.7 Miscellaneous Charges

3.7.1 Bill Statement Fee

In order to partially offset increased expenses associated with billing calls via local exchange carriers, a billing cost recovery fee will apply each billing period in which local or long distance collect calls are billed through a Customer's local exchange carrier or directly 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 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.

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

3.7.2 Biometric Service Charge

Biometric Service is an optional service that provides validation of an inmate's identity through unique personal verification, such as, but not limited to, voice verification technology, for purposes of improved security and reduced potential fraud and Customer harassment by inmates. This charge applies to automated calls placed by inmates of correctional facilities when such calls are provided through the Company's own processing equipment. Where Biometric Service is requested by correctional facilities, this charge applies in addition to all applicable institutional rates and charges specified in this tariff.

A. Biometric Service Charge

Charge per completed call, up to * \$0.45

* Where requested by correctional facility

3.7.3 Federal Cost Recovery Surcharge

In addition to charges for service, a Regulatory Cost Recovery Surcharge of 6.1% may be applied to partially recover expenses incurred with regard to interstate and international regulatory costs and taxes. This includes, but is not limited to, such items as expenses associated with billing, collecting and remitting federal USF, the national fund for TRS, national number portability, federal regulatory fees, expenses for federal regulatory proceedings and compliance, portions of local and state property taxes associated with interstate and international calling and other non-income-tax related tax costs associated with interstate and international calling.

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